

AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of June, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, whose address is 1221 Fulton Street, Fresno, CA 93721, and the COUNTY OF MERCED, a Political Subdivision of the State of California, whose address is 260 E. 15th Street, Merced, CA 95341, together hereinafter referred to as "COUNTIES".

WITNESSETH:

WHEREAS, Fresno County and Merced County have each appointed a County Health Officer ("Health Officer") pursuant to Government Code Section 24000(s); and

WHEREAS, said Health Officers are appointed to carry out duties prescribed in Health and Safety Code Section 12100 et seq. and other applicable statutes; and

WHEREAS, each Health Officer, from time to time, is temporarily absent from his/her County or otherwise unavailable to carry out his/her duties as required by law ("Unavailable"); and

WHEREAS, the COUNTIES desire to provide temporary Health Officer coverage for the other County when a Health Officer is temporarily unavailable;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. RESPONSIBILITIES

A. Through this Agreement, the Health Officer of each County may be requested by the other County's Board of Supervisors, Health Officer, County Administrative Officer, or other authorized person ("Requesting County") to carry out the functions of the Requesting County's Health Officer when the Requesting County's Health Officer is unavailable ("Coverage"). The Health Officer of the County providing the Coverage is the "Covering Health Officer", and the County providing the Coverage is the "Providing County." The Covering Health Officer shall have all of the powers and duties of the Requesting County's Health Officer when providing Coverage for the Requesting County.

B. For the Purposes of this Agreement, the term "Health Officer" shall include a County's Deputy Health Officer. Should the Health Officer of a Providing County be unable to act as

1 Covering Health Officer to provide Coverage, the Deputy Health Officer of the Providing County is hereby
2 designated to provide Coverage.

3 C. A County or a County Health Officer who is requested by a Requesting County to
4 provide Coverage may refuse to provide Coverage without penalty or liability to said County and/or its
5 Health Officer. A Covering Health Officer may cease providing Coverage to a Requesting County at any
6 time without penalty or liability to himself/herself or the Providing County.

7 2. TERM

8 The term of this Agreement shall be for a period of three (3) years, commencing on
9 the 13th day of July, 2018 through and including the 12th day of July, 2021. This Agreement may be
10 extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties
11 no later than thirty (30) days prior to the first day of the next twelve (12) month extension period upon the
12 same terms and conditions herein set forth unless written notice of nonrenewal is given by either County to
13 the other County's DPH, or designee, not later than sixty days prior to the close of the current Agreement
14 term. The Directors of the Departments of Public Health, or their respective designees, are authorized to
15 execute such written approval of extension on behalf of COUNTIES.

16 3. TERMINATION

17 A. Breach of Contract – Either party may immediately suspend or terminate this
18 Agreement in whole or in part, where in the determination of the Requesting County there is:

- 19 1) A failure to comply with any term of this Agreement;
20 2) Improperly performed Coverage by the Providing County's Health Officer.

21 B. Without Cause - Under circumstances other than those set forth above, this
22 Agreement may be terminated by either party upon the giving of thirty (30) days advance written notice of
23 an intention to terminate to other County.

24 4. COMPENSATION

25 COUNTIES agree that the consideration for any Providing County's Health Officer in
26 providing Coverage for a Requesting County pursuant to this Agreement is the mutual covenants
27 expressed herein. The Providing County shall not be entitled to reimbursement or payment of any costs of
28 the Providing County providing the Coverage. The Coverage provided by a Providing County's Health

1 Officer shall be part of the duties of the Providing County's Health Officer who shall receive no additional
2 remuneration therefore.

3 5. MODIFICATION

4 Any matters of this Agreement may be modified from time to time by the written
5 consent of COUNTIES' Department of Public Health Directors without, in any way, affecting the remainder.

6 6. NON-ASSIGNMENT

7 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or
8 duties under this Agreement without the prior written consent of the other party.

9 7. INDEMNIFICATION

10 The Providing County shall indemnify, defend, and hold harmless the Requesting
11 County from any claims or liability arising or alleged to have arisen from the acts and/or omissions of the
12 Providing Health Officer within the course and scope of his/her providing Coverage in the Requesting
13 County. The Requesting County shall indemnify, defend, and hold harmless the Providing County and the
14 Providing Health Officer from any claims or liability arising or alleged to have arisen from the acts and/or
15 omissions of the Requesting County, its officers, employees and agents.

16 8. INSURANCE

17 Without limiting the indemnification of each party as stated in Section 7 above, it is
18 understood and agreed that COUNTIES shall maintain, each at its sole expense, insurance policies or self-
19 insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers
20 Agreement to fund its liabilities throughout the term of this agreement. Coverage shall be provided for
21 commercial general liability, automobile liability, professional liability with a three (3) year tail coverage, and
22 workers' compensation exposure.

23 A. Commercial General Liability

24 Commercial General Liability Insurance with limits of not less than One Million
25 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This
26 policy shall be issued on a per occurrence basis.

27 B. Automobile Liability

28 Comprehensive Automobile Liability Insurance with limits for bodily injury of not

1 less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars
2 (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00),
3 or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage
4 should include owned and non-owned vehicles used in connection with this Agreement.

5 C. Professional Liability

6 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
7 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One
8 Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

9 Evidence of Insurance, Certificates of Insurance or other similar documentation shall
10 not be required under this Agreement, except for Commercial General Liability coverage. Within thirty (30)
11 days of execution of this Agreement, each County shall provide the other County with an appropriate
12 Commercial General Liability insurance certificate with limits of not less than One Million Dollars
13 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000) along with an
14 appropriate endorsement naming the other County as an additional insured on the Commercial General
15 Liability policy.

16 9. CONFIDENTIALITY

17 In providing Coverage under this Agreement, each County agrees to maintain the
18 confidentiality of all patient medical records and client information in strict conformance with all applicable
19 Federal, State of California and/or local laws and regulations relating to confidentiality. This Paragraph 9
20 shall survive the termination of this Agreement.

21 10. NON-DISCRIMINATION

22 During the performance of this Agreement, COUNTIES shall not unlawfully
23 discriminate against any employee or applicant for employment, or recipient of services, because of race,
24 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
25 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,
26 military status or veteran status pursuant to all applicable State of California and Federal statutes and
27 regulation.

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1 11. NOTICES

2 The persons and their addresses having authority to give and receive notices under
3 this Agreement include the following:

4 COUNTY OF FRESNO

5 Director, County of Fresno
6 Department of Public Health
7 P.O. Box 11867
8 Fresno, CA 93775

COUNTY OF MERCED

 Director, County of Merced
 Department of Public Health
 260 E. 15th Street
 Merced, CA 95341

9 Any and all notices between COUNTIES provided for or permitted under this
10 Agreement or by law must be in writing and shall be deemed duly served when personally delivered to one
11 of the parties, or in lieu of personal service, when deposited in the United States Mail, postage prepaid,
12 addressed to such party.

13 12. GOVERNING LAW

14 The parties agree that for the purposes of venue for any action arising out of or related
15 to this Agreement shall only be in Fresno County and Merced County, California.

16 The rights and obligations of the parties and all interpretation and performance of this
17 Agreement shall be governed in all respects by the laws of the State of California.

18 13. SEVERABILITY

19 The provisions of this Agreement are severable. The invalidity or unenforceability of
20 any one provision in the Agreement shall not affect the other provisions.

21 14. ENTIRE AGREEMENT

22 This Agreement, constitutes the entire agreement between COUNTIES with respect to
23 the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments,
24 writings, advertisements, publications, and understanding of any nature whatsoever unless expressly
25 included in this Agreement.

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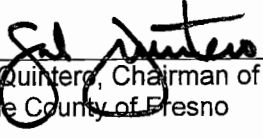
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3 **COUNTY OF MERCED:**


COUNTY OF FRESNO:

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5 
6 Jerald R. O'Banion, Chairman, Board of Supervisors

5 
6 Sal Quintero, Chairman of the Board of Supervisors
of the County of Fresno

MAY 8 2018

9 APPROVED AS TO LEGAL FORM:
10 MERCED COUNTY COUNSEL

11 
12 Jenna M. Anderson

ATTEST:
Bernice E. Seidel
Clerk to the Board of Supervisors
County of Fresno, State of California

13 By:

14 
Deputy

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25 FOR ACCOUNTING USE ONLY:

26 ORG No.: 56201500 (\$0)

27 Account No.: 0

28 Requisition No.: N/A

SLA