

**PERSONAL SERVICES AGREEMENT BETWEEN COUNTY OF SHASTA THROUGH
ITS HEALTH AND HUMAN SERVICES AGENCY, PUBLIC HEALTH DEPARTMENT
AND COUNTY OF GLENN**

This agreement is entered into between County of Shasta, a political subdivision of the State of California through its Health and Human Services Agency, Public Health Department ("Shasta"), and the County of Glenn, a political subdivision of the State of California ("Glenn") for the purpose of facilitating regional epidemiological activities.

1. RESPONSIBILITIES OF SHASTA.

- A) Shasta shall provide epidemiological services focusing on communicable disease and bioterrorism by:
 - 1) Maintaining a regional notifiable disease tracking system to help Glenn determine when an outbreak occurs within the region and thereby notifying other counties for the purpose of surveillance and prevention.
 - 2) Providing epidemiological assistance to Glenn during an outbreak situation.
 - 3) Monitoring Epi-X and other surveillance systems to relay pertinent health threat information to Glenn.
 - 4) Making an epidemiology training session available to Glenn staff.

- B) Shasta shall assist Glenn in meeting its epidemiological requirements for the 2008-2009; 2009-2010; and 2010-2011 grant from the United States Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) Emergency Preparedness by:
 - 1) Consulting with Glenn to prepare the epidemiological sections of the grant on an annual basis.
 - 2) Consulting with Glenn to prepare the epidemiological sections of progress reports on a quarterly basis.
 - 3) Helping Glenn assess the timeliness and completeness of communicable notifiable disease surveillance on an annual basis.
 - 4) Coordinating a drill or exercise each year to test regional epidemiological response to an emergency situation.

2. RESPONSIBILITIES OF GLENN.

- A) Upon request by Shasta, Glenn shall provide within 20 days, epidemiological information requested by Shasta to permit it to complete the above responsibilities, including but not limited to the numbers of all reportable diseases reported to Glenn each month.

- B) Glenn shall follow regional plans and procedures for the coordination of epidemiological investigations.

- C) Glenn shall compensate Shasta as set forth in section 3 of this agreement.

3. COMPENSATION.

Shasta shall be paid by Glenn \$7,291.19 for fiscal year 2008-2009, \$7,451.48 for fiscal year 2009-2010, and \$7,526.08 for fiscal year 2010-2011 for a total of \$22,268.75 during the term of this agreement, for the services described in this agreement.

4. BILLING AND PAYMENT.

A) Shasta shall bill Glenn as follows:

- 1) By January 15, 2009 for fiscal year 2008-2009 in the amount of \$3,645.60.
- 2) By July 15, 2009 for the remainder of the amount owing for fiscal year 2008-2009 in the amount of \$3,645.59.
- 3) By January 15, 2010 for fiscal year 2009-2010 in the amount of \$3,725.74.
- 4) By July 15, 2010 for the remainder of the amount owing for fiscal year 2009-2010 in the amount of \$3,725.74.
- 5) By January 15, 2011 for fiscal year 2010-2011 in the amount of \$3,763.04.
- 6) By July 15, 2011 for the remainder of fiscal year 2010-2011 in the amount of \$3,763.04.

B) Glenn shall make payment within 30 days of receipt of Shasta's correct and approved invoice.

5. TERM OF AGREEMENT.

The term of this agreement shall be for three years beginning July 1, 2008 and ending June 30, 2011, except for the final invoice, which will be due by July 15, 2011, and the payment thereof, which shall be due no later than August 15, 2011.

6. TERMINATION OF AGREEMENT.

A) If either party materially fails to perform its responsibilities under this agreement to the satisfaction of the other party, or if a party fails to fulfill in a timely and professional manner its responsibilities under this agreement, or if either party violates any of the terms or provisions of this agreement, then the other party shall have the right to terminate this agreement for cause effective immediately upon giving written notice thereof.

B) Either party may terminate this agreement without cause on 30 days' written notice to the other party. Glenn shall pay Shasta for all work satisfactorily completed as of the date of notice.

C) Either party may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D) Shasta's right to terminate this agreement may be exercised by its County Administrative Officer or by its Director of Public Health or their designees.

7. ENTIRE AGREEMENT; AMENDMENTS.

- A) This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Glenn shall be entitled to no other benefits other than those specified herein. Both parties specifically acknowledge that in entering into and executing this agreement, both parties rely solely upon the provisions contained in this agreement and no others.
- B) No changes, amendments or alterations shall be effective unless in writing and signed by both parties. However, minor amendments which do not result in a substantial or functional change to the original intent of the agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Glenn and the County's Director of Public Health or his or her designee, as long as the parties use the County's standard format amendment contained in the *Shasta County Contracts Manual (Administrative Policy 6-101)*.
- C) The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of each of the parties, neither party may assign, transfer, delegate or sublet any interest herein without the prior written consent of the other party. The waiver by either party of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

9. EMPLOYMENT STATUS OF SHASTA.

Shasta shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Glenn to exercise discretion or control over the professional manner in which Shasta performs the services which are the subject matter of this agreement; provided, however, that the services to be provided by Shasta shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of Glenn is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner.

10. INDEMNIFICATION.

Each party agrees to be responsible for the acts and conduct of its own agents, officers and employees, and any and all actions, claims, damages, demands, losses, disabilities, defense costs or liability of any kind or nature, including attorney's fees, that may be asserted by any person or entity arising out of or in connection with the performance of this agreement.

11. INSURANCE COVERAGE.

- A) Both parties shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the other party and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance.
- B) With regard to all insurance coverage required by this agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for either party or subcontractor shall be disclosed to and be subject to approval by the Risk Manager for both parties prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, both parties or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the agreement and continue coverage for a period of three years after the expiration of the agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, both parties or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of the agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names the other party, *its elected officials, officers, employees, agents and volunteers as an additional insured* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the other party*. CG 20 10 for ongoing operations, and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought.

- (5) Each party shall provide the other party with an endorsement or amendment to the policy of insurance as evidence of insurance protection before the effective date of this agreement or a certification of self-insurance equal to the insurance coverages provided in section 11.
- (6) The insurance required herein shall be in effect at all times during the term of the agreement. In the event any insurance coverage expires at any time during the term of the agreement, each party shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. In the event either party fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of the agreement, either party may, in addition to any other remedies it may have, terminate the agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.

12. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.

- A) If any claim for damages is filed with either party or if any lawsuit is instituted concerning either party's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the other party, the party in receipt of the claim or lawsuit shall give prompt and timely notice thereof to the other party. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- B) Any dispute between the parties and the interpretation of this agreement shall be governed by the laws of the State of California. Any litigation shall be venued in accordance with section 394 of the Code of Civil Procedure.

13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A) Both parties will observe and comply with all applicable federal, state and local laws, ordinances and codes which relate to the services to be provided pursuant to this agreement.
- B) Both parties will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, religion, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.
- C) Each party represents that they are in compliance with and agrees they will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101, *et seq.*), the Fair Employment and Housing Act (Government

Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

14. ACCESS TO RECORDS/RETENTION.

County, federal and state officials shall have access to any books, documents, papers and records of either party which are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Shasta or Glenn. Except where longer retention is required by federal or state law, both parties shall maintain all records for five years after Glenn makes final payment hereunder.

15. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

The parties shall comply with all state and federal child, family and spousal support reporting requirements and shall comply with all lawfully served wage earnings and assignment orders or notices of assignment relating to child, family and spousal support obligations.

16. LICENSES AND PERMITS.

Both parties shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Shasta and all other appropriate governmental agencies, including any certification and credentials required by both parties. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement.

17. PERFORMANCE STANDARDS.

Both parties shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to such services.

18. CONFLICTS OF INTEREST.

Both parties' officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this agreement.

19. NOTICES.

A) Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to Shasta: Director
Shasta County Health and Human Services Agency,
Public Health Division
2650 Breslauer Way
Redding, CA 96001

If to GLENN: Director
Glenn County Health Services, Public Health Office
240 North Villa Avenue
Willows, CA 95988

B) Written notice shall be deemed to be effective two days after mailing. Any oral notice authorized by this agreement shall be deemed to be effective immediately.

20. AGREEMENT PREPARATION.

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code section 1654.

21. CONFIDENTIALITY.

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

22. HIPAA ADDENDUM.

Attached to this agreement, and incorporated by reference, is an addendum which constitutes a Business Associate Agreement as required by the federal Health Insurance Portability and Accountability Act.

23. SEVERABILITY.


If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

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IN WITNESS WHEREOF, Shasta and Glenn have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

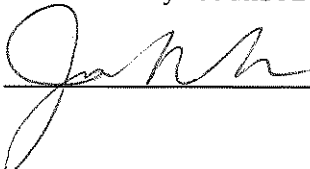
Date: 6/30/08

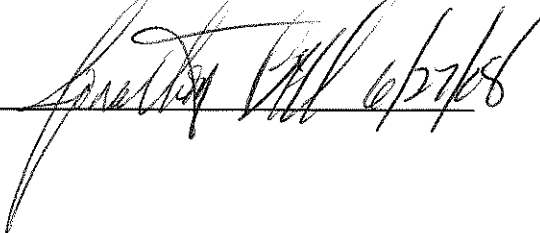

LAWRENCE G. LEES
County Administrative Officer

Approved as to form:

Michael A. Ralston
Interim County Counsel


RISK MANAGEMENT APPROVAL

By:  6/27/08

By:  6/27/08

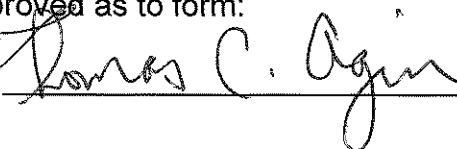
COUNTY OF GLENN

Date 6-23-08 *Verbal order by Gruendl
me 6/23/08*

By: 
Name: Scott E. Gruendl
Title: Director

Approved as to form:

Tax I.D.# 94-6000691

By: 

Approved As To Fund Availability:

By: _____