

**EMPLOYMENT AGREEMENT BETWEEN KAREN C. RAMSTROM, D.O., M.S.P.H., AND
THE COUNTY OF SHASTA FOR HEALTH OFFICER**

THIS AGREEMENT is entered into between the County of Shasta ("County") and Karen C. Ramstrom, D.O., M.S.P.H., ("Dr. Ramstrom") for the purpose of hiring Dr. Ramstrom as the Health Officer for the County of Shasta.

WHEREAS, Health and Safety Code Section 101000 specifies that a Board of Supervisors shall appoint a county health officer, and

WHEREAS, Karen C. Ramstrom, D.O., M.S.P.H., is a physician licensed in the State of California and is qualified and willing to hold the office and perform the functions required of the Shasta County Health Officer.

NOW, THEREFORE, the parties agree:

1. APPOINTMENT

- A. The Shasta County Board of Supervisors hereby appoints Karen C. Ramstrom, D.O., M.S.P.H., as County Health Officer ("Health Officer") for Shasta County.
- B. During the period of her employment, the Health Officer position shall be allocated as a 1.0 full time equivalent position and shall be a member of the Unclassified Senior Management of Shasta County. Except as otherwise provided in this Agreement, the Health Officer's employment shall be governed by the provisions of the Shasta County Personnel Rules, as they now exist and as they may be amended.

2. DUTIES OF HEALTH OFFICER

- A. The Health Officer shall perform all duties and exercise all powers imparted by federal, state, and local law pertaining to the office of county health officer, except, in accordance with section 33201 of the Government Code, for the direction and administration of health functions, which are to be performed by the Health and Human Services Agency (HHSA) Director pursuant to Section 2.28.020(F) of the Shasta County Code,
- B. The Health Officer shall report to the Board of Supervisors through the HHSA Director and the HHSA Branch Director for Public Health ("Branch Director") and shall be subject to the general direction and administration of the Branch Director and HHSA Director, who shall both be responsible for evaluating the Health Officer's performance. The HHSA Branch Director of Public Health, through the oversight of the HHSA Director, shall have the right to set, enforce, and review the standards of performance, approve leaves, and undertake any other tasks incident to overseeing and directing the performance of the Health Officer, except as may otherwise be limited by law.
- C. The Health Officer shall be reasonably available for emergencies and urgent situations via communication devices (such as cell phone or a laptop, property of County, which County shall maintain and provide to Health Officer and Health Officer shall keep securely in her custody and care) while away from the HHSA Public Health Branch and outside of normal business hours. The Health Officer shall arrange for appropriate Health Officer coverage as approved by the HHSA Branch Director of Public Health for vacations or extended leaves.

- D. During the term of this agreement Health Officer shall be a physician licensed by the State of California and such license shall be unrestricted by the California Medical Board at all times.
- E. Health Officer shall comply with all federal, state, and local statutes, rules, regulations, and ordinances, including, but not limited to the Shasta County Personnel Rules, applicable to Health Officer's employment and the maintenance of Health Officer's license as a physician.
- F. If the Health Officer's biennial license renewal is required during the term of this agreement, the County shall reimburse Health Officer for her medical license renewal upon proof of payment. Reimbursement claims shall be submitted within 60 days from the date the expense was incurred and shall include the original renewal receipt and proof of renewal.

3. COMPENSATION

- A. The Health Officer shall be paid at the 'E' Step range of Job Code B71UM of the County of Shasta Personnel Division Salary Schedule. Health Officer shall be entitled to the same cost of living increases or other adjustments in salary or benefits as may be approved by the Board of Supervisors and granted to other Unclassified Senior Management. The Health Officer shall be considered an "exempt" employee under applicable wage and hour laws and shall not be subject to minimum wage and overtime requirements.
- B. The Health Officer shall be subject to annual performance evaluations, which may result in an adjustment to the Health Officer's salary and benefits in accordance with the Shasta County Personnel Rules.
- C. During the term of this agreement, County shall pay for Health Officer's annual memberships for enrollment in the Shasta County Medical Society, the California Conference of Local Health Officers (CCLHO), the Health Officers Association of California (HOAC), American College of Preventive Medicine (ACPM), and/or appropriate organizations at discretion of the HHSA Branch Director of Public Health, which shall not be unreasonably held. Such costs will be paid for actual expenses only and shall not exceed \$2,500 per fiscal year.
- D. County shall reimburse Health Officer's fees for her California Medical License renewal and Board Maintenance of Certification (MOC) costs upon County's receipt of original receipt and proof of payment.
- E. During the term of this agreement, the County shall pay for Health Officer's fees, travel expenses, food and lodging incurred to attend association, state and/or national meetings for professional development, to include CCLHO semi-annual conferences, as approved by the HHSA Branch Director of Public Health. Such costs will be paid for actual expenses and shall not exceed \$4,000 per fiscal year.
- F. Health Officer shall be reimbursed upon submission of appropriate original supporting documentation for reasonable moving expenses, up to a maximum not to exceed \$4,000 for relocating Health Officer's personal household property from the Sacramento, California area to Shasta County, California for purposes of employment with County. Allowable expenses include the cost of necessary moving truck/van rentals, an auto transport trailer rental if required, rental of loading equipment, and the cost of fuel for the moving truck/van (requires beginning and ending mileage not to exceed 250 miles and documentation on each fuel receipt and the odometer reading of the vehicle), and other reasonable ancillary expenses incurred for the rental of other

assistive devices such as a dolly and furniture pads, as well as costs for moving boxes if needed. A condition of eligibility for reimbursement shall be that Health Officer shall obtain through the moving truck/van rental company such insurance that will protect Health Officer from loss or damage, which shall include a Limited Damage Waiver, Supplemental Liability Insurance, and Towing Insurance if a transport trailer is utilized; such actual costs for the specified insurances are allowable expenses for reimbursement purposes.

Health Officer shall submit an aggregate claim for reimbursement no later than 60 days after appointment and Health Officer must include all original receipts and original agreements, which must be itemized, for which reimbursement is sought. Required receipts include the original rental agreement for the moving truck/van and auto transport trailer (if trailer is required), original receipts for any necessary rentals of loading equipment, original itemized (showing gallons purchased and cost per gallon) receipts for fuel for the moving van which must have the odometer reading written on each receipt and the statement "moving van fuel only."

No other moving expense reimbursements are authorized under this agreement.

If Health Officer should resign within one year from the date of employment for any reason, Health Officer shall reimburse County for all moving expenses paid by County to Health Officer.

4. PROFESSIONAL LIABILITY INSURANCE

- A. During the term of this agreement, Health Officer shall be covered by County's general liability and errors and omissions ("professional malpractice") coverage for acts or omissions arising within the course and scope of Health Officer duties.
- B. County shall provide medical professional liability insurance which covers all claims made regarding Health Officer's services provided pursuant to the terms of this agreement, including all claims filed after the termination of this agreement ("tail coverage").
- C. County shall indemnify, defend, and hold Health Officer harmless against all claims or expenses, including reasonable attorneys' fees, judgments, fines, settlements, professional liability damages, premiums on any appeal bond connected with Health Officer's County employment, and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of Health Officer's employment by County, including any acts or omissions pursuant to this agreement, as provided by the California Tort Claims Act. In accordance with such Act, the County shall defend Health Officer and Health Officer shall cooperate in said defense. This provision shall not be construed as providing any defense or indemnity obligation on the County greater than the defense and indemnity obligations imposed on the County by law.

5. TERM AND TERMINATION

- A. Term. Health Officer assumes the position effective October 14, 2018, and shall continue until such time as this agreement is terminated by either party under the provisions set forth below.
- B. At-Will Status. Health Officer acknowledges that as an at-will County employee she may be terminated, disciplined or discharged at any time, without cause and without any right of appeal under County's personnel rules. Health Officer shall have no property interest in her employment and is therefore entitled to no pre-disciplinary or pre-removal due process. This agreement shall automatically terminate upon the effective date of discharge or resignation.

- C. Termination by County. The Board of Supervisors, in their sole discretion, may terminate Health Officer's employment without cause and for the convenience of the County upon 90 calendar days' written notice. In the event that County terminates Health Officer's employment, County shall either give 90 days' written notice of termination, or pay Health Officer the equivalent of 90 days' base salary and health benefits with no other add on compensation included as severance pay. The parties acknowledge that, pursuant to Government Code § 53260 and § 53261, if this contract is terminated, the maximum cash settlement allowed by law is an amount equal to the monthly salary of the Employee multiplied by 18 and shall not include any noncash items except health benefits. By this agreement, the parties agree (1) to reduce that maximum cash settlement to an amount equal to 90 days of the Health Officer's current annual base salary, payable in a lump sum or in installments without interest. The cash settlement set forth in this provision shall not include any other noncash items except health benefits, which will be continued for the same duration of time as covered in the settlement, or until the employee finds other employment, whichever occurs first; and (2) to make this reduced maximum cash settlement payable only upon the circumstances stated in this Agreement.
- D. Vacation Payments. The payments identified in Section 5(C) of this Agreement shall be in addition to any accumulated vacation and sick leave payments to which Health Officer would be otherwise entitled.
- E. Termination for Misconduct. County shall have no obligation to compensate by payment of severance pay as outlined in Section 5(C) of this Agreement in the event that Health Officer is discharged because of misconduct in office. Misconduct in office means: (1) the willful breach or habitual neglect of duties which are required to be performed under the terms of this agreement; or (2) the commission of acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude that would prevent or significantly interfere with the performance of Health Officer's duties. Termination for misconduct shall be effected by giving written notice which will specify the grounds for the termination and shall be supported by a statement of relevant facts. Health Officer shall be given an opportunity to respond to the statement of facts orally and in writing. Nothing in this provision shall be construed to impact Health Officer's "at-will" status and the parties agree this provision only addresses the payment of severance pay as outlined in Section 5(C) of this Agreement.
- F. Resignation. Health Officer may voluntarily terminate her employment with County at any time by delivering to the HHSA Branch Director of Public Health her written resignation. Such resignation shall be revocable at the sole discretion of the HHSA Director or HHSA Branch Director of Public Health and shall be effective not earlier than 90 calendar days following the HHSA Director or the HHSA Branch Director of Public Health's receipt, unless the parties mutually agree in writing to some other period.
- G. Death. This Agreement shall automatically terminate upon Health Officer's death. Under such circumstances, no payments under Section 5(C) of this Agreement shall be due to Health Officer's heirs or representatives.
- H. Continued Effort. From the date upon which Health Officer either resigns or learns of County's written intention to terminate this agreement to the actual date upon which the resignation or termination becomes effective, Health Officer shall continue to devote her full attention and effort to the duties anticipated hereunder and shall perform them in a professional and competent manner. If requested, Health Officer shall assist (with pay and benefits) County in orienting Health Officer's replacement, and shall perform such tasks as are necessary to effect a smooth transition in Health Officer responsibilities.

- I. No Additional Rights. Health Officer warrants that she shall have no further contractual right or claim to employment after the termination of this agreement and the receipt of any termination payment to which she is entitled pursuant to this agreement, and that no other document, handbook, policy, resolution, or oral or written representation, of any nature whatsoever, shall be effective or construed to be effective to extend the term hereof or otherwise grant Health Officer any right or claim to continued employment with County. This warranty has been relied upon by County as a material inducement to enter into this agreement and, in the absence thereof County would not have entered into this agreement. This provision shall not apply to claims the Health Officer may make under applicable state and federal statutes.

6. ENTIRE AGREEMENT: MODIFICATION

This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire agreement between the parties. There are no oral agreements or understandings that directly or indirectly affect the employment relationship between the County and the Health Officer. There are also no other written agreements, except as expressly provided for in this agreement, that directly or indirectly affect the employment relationship between the County and Health Officer. No addition, modification, amendment, or deletion to this agreement shall be valid unless it is in writing and executed by the parties to this agreement.

7. NONASSIGNMENT OF AGREEMENT: THIRD PARTY RIGHTS

Inasmuch as this agreement is intended to secure the specialized services of Health Officer, Health Officer may not assign, transfer, or delegate any interest herein without the prior written consent of County. This agreement shall not give rise to any third party beneficiary rights.

8. NOTICES

Any notice required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be given by personal deliver, or by first-class mail, postage prepaid, deposited in the United States mail, to the following addresses or such other addresses as either party may specify in writing.

If to County: HHSA Branch Director of Public Health
 2650 Breslauer Way
 Redding, CA 96001

And to: Shasta County Support Services Department
 Shasta County Personnel Director
 1450 Court Street, Suite 348
 Redding, CA 96001-1676

If to Health Officer: Karen C. Ramstrom, D.O., M.S.P.H.
 5440 2nd Avenue
 Sacramento, CA 95817

Notice shall be deemed to be effective three days after mailing.

9. SEVERABILITY

If any provision of this agreement is held to be unconstitutional, invalid, unenforceable, or otherwise not in effect, the remainder of this agreement shall be deemed severable,

shall not be affected, and shall remain in full force and effect.

10. EFFECT OF WAIVER

The failure of either party to insist on strict compliance with any of the terms of this agreement by the other party shall not be considered a waiver of that term at any other time.

11. COMPLIANCE WITH LAWS

The parties enter into this agreement with the intent of conducting their relationship in full compliance with applicable present and future federal laws, state laws, local laws, codes, rules, regulations, ordinances/or orders that relate to the work or services to be provided pursuant to this agreement.

12. COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked manually executed document.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Health Officer have executed this agreement on the dates 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: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR.
County Counsel

 9/14/18
By: Alan Cox, Deputy County Counsel III

SUPPORT SERVICES APPROVAL

 09/14/2018
By: _____
Angela Davis, Support Services Director

HEALTH OFFICER

Date: _____

By: _____
Karen C. Ramstrom, D.O., M.S.P.H.
Tax ID: On File