

**INTER-COUNTY AGREEMENT  
FOR TEMPORARY HEALTH OFFICER COVERAGE**

This agreement is formed and entered into this 1<sup>st</sup> day of January 2019, by and among the counties of **SANTA CRUZ** and **SAN BENITO**, both political subdivisions of the State of California, on the following terms and conditions:

**WHEREAS**, each County has 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, inter alia, in the Health and Safety Code section 120100 et seq. and other applicable statutes; and

**WHEREAS**, each Health Officer may, from time to time, be 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 a County when a Health Officer is unavailable.

**NOW, THEREFORE**, it is agreed by and between the Counties as follows:

1. Through this Agreement the Health Officer of either of the Counties 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.
2. The consideration of any Providing County's Health Officer in providing Coverage for a Requesting County pursuant to this Agreement is the mutual covenants expressed herein. The Providing County shall not be entitled to reimbursement or payment of any costs of the Providing County's providing the Coverage. The Coverage provided by a Providing County's Health Officer in a Requesting County shall be part of the duties of the Providing County's Health Officer who shall receive no additional remuneration therefore.
3. The Providing County shall indemnify, defend, and hold harmless the Requesting County from any claims or liability arising or alleged to have arisen from the acts or omissions of the Covering Health Officer within the course and scope of his/her providing Coverage in the Requesting County. The Requesting County shall indemnify, defend, and hold harmless the Providing County and the Covering Health Officer from any claims or liability arising or alleged to have arisen from the acts and/or omissions of the Requesting County, its officers, employees, and agents.

4. A County or a County Health Officer who is requested by a Requesting County to Provide Coverage may refuse to provide Coverage without penalty or liability to said County and/or its Health Officer. A Covering Health Officer may cease providing Coverage to a Requesting County at any time without penalty or liability to himself/herself or the Providing County.
5. This Agreement shall be in effect when executed by each party, and shall remain in effect until terminated by either party. The Agreement may be terminated by either party after 30 days' written notice to the other party.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

**COUNTY OF SANTA CRUZ**

COUNTY OF SANTA CRUZ, a political  
Subdivision of the State of California

By Jessica Remdelph for mH  
Health Services Agency Director 1/10/19

APPROVED AS TO FORM:

S/Kelley 12/28/2018  
Office of the County Counsel

---

**COUNTY OF SAN BENITO**

COUNTY OF SAN BENITO, a political  
Subdivision of the State of California

By \_\_\_\_\_  
Chairperson of the Board of Supervisors

APPROVED AS TO FORM:

[Signature]  
Office of the County Counsel

ATTEST:

\_\_\_\_\_  
Clerk of the Board