

**EMPLOYMENT AGREEMENT
BETWEEN JAMES MU, M.D., AND THE COUNTY OF SHASTA
FOR THE POSITION OF HEALTH OFFICER**

THIS AGREEMENT is entered into between the County of Shasta ("County") and James Mu, M.D. ("Employee") for the purpose of hiring James Mu, M.D. as the Health Officer for the County of Shasta.

WHEREAS, County requires the services of a qualified individual to assume the position of Health Officer; and

WHEREAS, Health and Safety Code Section 101000 and Shasta County Code 2.28.070 specify that a Board of Supervisors shall appoint a county health officer; and

WHEREAS, James Mu, M.D. 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; and

WHEREAS, County acknowledges that James Mu, M.D. currently owns and operates a private practice which serves as primary care physician to more than five thousand patients, and understands that it will take considerable time and effort to wind down his practice and refer patients to new primary care physicians.

NOW, THEREFORE, the parties agree:

1. APPOINTMENT

- A. The Shasta County Board of Supervisors hereby appoints James Mu, M.D., as Health Officer for Shasta County effective October 23, 2023.
- B. The Health Officer position is a 1.0 full time equivalent (FTE) and as such, Employee shall devote himself full time to the official Health Officer duties and these duties shall constitute his primary responsibility and no other activities shall interfere with performance of his official duties. Employee shall perform all services and work required of the position as required by the demands of the position, subject to applicable County Code, County Policy, and law.

Notwithstanding anything contained herein to the contrary, for a period of up to six (6) consecutive calendar months following initial appointment, Employee may perform the work of Health Officer and fill the position on the basis of an allocation equivalent to less than 1.0 a FTE basis, provided that such performance shall at minimum adhere to the following schedule:

- Months 0-2 0.4 FTE
- Month 3 0.5 FTE
- Month 4 0.6 FTE
- Months 5-6 0.8 FTE

Nothing contained herein shall preclude the Employee from performing County Health Officer work on a basis that exceeds the minimum FTE set forth in the above-referenced six-

month schedule. Employee shall notify the HHSA Director if he is able to increase his FTE status at any point prior to the expiration of the first six consecutive months. Any changes to the timeline specified above must be agreed upon in advance in writing between the HHSA Director, County Executive Officer and Employee.

Following successful completion of the first six months of employment, and for the duration of employment thereafter, Employee shall perform all work and fill the position on a 1.0 FTE basis. Failure to perform work on of the Health Officer position on a 1.0 FTE basis following completion of the first six (6) months may result in termination of employment in accordance with Section 7(D) of this agreement.

- C. During the period of employment, the Health Officer position shall be a member of 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.
- D. Employee shall not be prohibited from the private practice of medicine, including providing care and treatment to private patients as Employee may desire and as shall be appropriate to the needs of employee's patients and private practice, provided however that no County premises, resources, or staff shall be used by employee for the private practice of medicine, and provided that Employee continues to meet the minimum time requirements for the Health Officer position set forth in Section 1(B) of this agreement. As soon as reasonably possible, Employee will endeavor to wind-down, dissolve, and/or transfer his practice to another qualified primary care physician. Employee agrees that upon said wind-down, dissolution, and/or transfer of his private practice, Employee will no longer be engaged in any private practice of medicine except for the occasional and incidental practice of medicine during times outside of Employee's normal working hours.

2. WORK ACTION PLAN

- A. Employee agrees to satisfactorily complete of the following Work Action Plan within the timeframes specified herein:
 - 1. Employee shall obtain Certification by the American Board of Preventive Medicine; or certification by the American Boards of Family Practice, Pediatrics, Obstetrics and Gynecology, or Internal Medicine within two (2) years of appointment. Employee shall provide proof of certification to the HHSA Director upon receipt of certification.
 - 2. Employee may obtain a Master's degree from an accredited school of public health. If obtained within three (3) years of appointment, Employee may seek reimbursement under Section 4 of this agreement, the Master's program selected shall be subject to review and approval by the HHSA Director. Employee shall provide a copy of his degree to the HHSA Director upon successful completion. County shall have the right, in its reasonable discretion, to approve or disapprove the school from which the Employee obtains such Master's Degree, and such decision may be based on cost or any other factor County deems reasonable and appropriate.

- B. Employee shall provide a report of his progress toward completion of these items to the Human Services Agency (HHSA) Director every 6 months. Failure to make progress toward this work action plan, or, failure to adhere to the timeframes specified in this plan may result in termination of Employee in accordance with Section 7(D) of this agreement.
- C. The Work Action Plan timeframes provided in this Section may be modified or extended upon mutual written concurrence of the HHSA Director, the County Executive Officer and Employee.

3. DUTIES OF HEALTH OFFICER

- A. Employee shall satisfactorily 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. At all times, Employee will, to the best of his ability and experience, loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by the terms of this agreement.
- C. Employee shall conduct himself at all times with due regard to acceptable public conventions and morals in a manner that does not bring public disrepute to himself or the County. Employee agrees not to do or commit any acts that will reasonably tend to degrade him, or degrade or prejudice County or the medical profession in general.
- D. Employee shall perform duties required by this agreement in accordance with the industry and/or professional standards applicable to his profession.
- E. During the term of this agreement, Employee shall not engage in other business activities or pursuits that are in conflict with this agreement or the duties of Health Officer, nor shall he hold elective public office. Furthermore, once Employee has dissolved or transferred his private practice as described in Section 1(D) of this agreement, Employee shall not, directly or indirectly, render any services of a commercial nature to any other person or organization, whether for compensation or otherwise, except for the occasional and incidental practice of medicine during times outside of Employee's normal working hours. However, the expenditure of reasonable amounts of time for educational, charitable or professional activities shall not be deemed a breach of this agreement if those activities do not materially interfere with the services required under this agreement and shall not require the prior written consent of the Board. This agreement shall not be interpreted to prohibit Employee from making personal investments or conducting private business affairs otherwise allowed by applicable statutes and regulations.
- F. During the term of this agreement, Employee shall not directly or indirectly, or in a representative capacity, engage or participate in any business, educational, charitable or professional activities that are in conflict in any way with the business or interests of County.
- G. Employee 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.

- H. Employee 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 his custody and care) while away from the HHSA Public Health Branch and outside of normal business hours. Employee shall arrange for appropriate Health Officer coverage as approved by the HHSA Branch Director of Public Health for vacations or extended leaves.
- I. During the term of this agreement Employee shall be a physician licensed by the State of California and such license shall be unrestricted by the California Medical Board at all times.
- J. Employee 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.
- K. If the Employee's biennial license renewal is required during the term of this agreement, the County shall reimburse Health Officer for his 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.
- L. Employee will not use or disclose protected health information and any other confidential information other than as permitted or required by law and shall at all times, take appropriate safeguards to prevent use or disclosure of protected health information, including but not limited electronic and other records.

4. COMPENSATION

- A. Except as otherwise provided this Agreement, Employee shall be paid at the 'C' Step range for the position of Health Officer, as set forth in salary resolutions adopted by the Board of Supervisors, plus any stipends associated with that classification as established by formal action of the Board of Supervisors. Employee 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. Employee's salary shall be paid in the manner set forth in the County's resolutions and ordinances.
- B. Successful and timely completion to the County's satisfaction the Work Action Plan identified in Section 2 of this agreement shall result in the Employee being compensated an amount equivalent to five percent (5%) of his annual salary in effect as of the date of completion. For purposes of this paragraph, five percent of annual salary shall be calculated on the basis of five percent of the sum of 2080 hours multiplied by the then hourly rate at the time of completion as specified in the most current salary schedule established by the Board of Supervisors. Such compensation shall be made as a one-time, lump sum payment. This payment shall not be included for purposed of retirement benefit calculations or salary increases.
- C. During the first six months of employment, Employee shall be compensated on a pro rata basis according to his partial FTE allocation as set forth in Section 1(B) of this agreement.

Such pro-rated compensation shall be calculated on the basis of the 'C' Step for the Health Officer position.

- D. Employee is an exempt employee under applicable wage and hour laws and as such, shall not be subject to minimum wage and overtime requirements and shall be not entitled to receive overtime.
- E. Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of the Employee's position, except as otherwise provided pursuant to Section 1(B) of this agreement.
- F. Employee shall be subject to, at minimum, 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.
- G. During the term of this agreement, County shall pay for Employee's actual costs for 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.
- H. County shall reimburse Employee's fees for his California Medical License renewal and Board Maintenance of Certification (MOC) costs upon County's receipt of original receipt and proof of payment.
- I. County shall reimburse Employee fees incurred by Employee to obtain Certification by the American Board of Preventive Medicine or certification by the American Boards of Family Practice, Pediatrics, Obstetrics and Gynecology, or Internal Medicine, upon County's receipt of original receipt and proof of payment.
- J. County shall reimburse Employee for tuition and the cost of required textbooks required to achieve his Master's of Public Health. To obtain reimbursement, Employee shall obtain advance approval from the HHSA Director for the Master's program requested for reimbursement and shall provide proof of passing grades.
- K. During the term of this agreement, the County shall pay for reasonable and necessary Employee'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.
- L. Unless otherwise expressly set forth herein, Employee shall not receive any other form of compensation, reimbursement, fee, cost, payment, or benefit from or by the County.

5. BENEFITS

- A. During the term of this agreement, Employee shall be entitled to all of the benefits provided by County to Senior Management, including the benefits set forth in Chapter 11 ("Holidays"), Chapter 12 ("Vacations"), Chapter 13 ("Sick Leave and Bereavement"), Chapter 15 ("Management Benefits") and Chapter 21 ("Retirement System") of the Shasta County Personnel Rules, as they presently read and as they may be amended, and any other benefits

provided by County to its Senior Management employees established by resolution or other formal action by the Board of Supervisors. If any ambiguity, inconsistency or conflict exists between the terms of this agreement and the provisions of any of the aforementioned policies relating to benefits provided by County, the terms of this agreement shall govern.

- B. To the extent that any provision of this agreement may be inconsistent with the provisions of the California Public Employees' Pension Reform Act ("PEPRA"), as it presently reads and as it may be amended, or other law, the provisions of PEPRA and such other law shall govern.

6. PROFESSIONAL LIABILITY INSURANCE

- A. During the term of this agreement, Employee shall be covered by County's General Liability coverage, and by County's Medical Malpractice coverage, for acts or omissions arising solely within the course and scope of Health Officer duties. In addition, Employee shall maintain his own Professional Malpractice coverage to cover private practice.
- B. County shall provide Medical Malpractice coverage which covers all claims made regarding Health Officer 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 Employee 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. This provision shall not be construed as providing any defense or indemnity obligation on the County arising from Employee's private practice.

7. TERM AND TERMINATION

- A. At-Will Status. Health Officer acknowledges that as an at-will County employee he 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 his employment and is not entitled to pre-disciplinary or pre-removal due process or appeal. This agreement shall automatically terminate upon the effective date of discharge or resignation.
- B. 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. In the event that County terminates Health Officer's employment, County shall pay Health Officer the equivalent of 9 months base salary with no other add on compensation included as severance pay. The parties acknowledge that, pursuant to Government Code §§ 53260 and 53261, if this agreement is terminated, the maximum cash settlement, if any, allowed by law is an amount equal to the monthly salary of the Employee multiplied by up to 18 and shall not include any noncash items except health benefits. However, 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 may 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.

- C. Vacation Payments. The payments identified in Section 7(B) of this Agreement shall be in addition to any accumulated vacation and sick leave payments to which Health Officer would be otherwise entitled.
- D. Termination for Misconduct. County shall have no obligation to compensate by payment of severance pay as outlined in Section 7(B) 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 within ten (10) business days of receipt of the statement of facts. Nothing in this provision shall be construed to impact Health Officer's "at-will" status and the parties agree the provisions in this paragraph regarding written notice and an opportunity to respond only address and apply to the determination by County that it has no obligation to make any payment of severance pay as outlined in Section 7(B) of this Agreement.
- E. Severance Pay Reimbursement. Pursuant to Government Code § 53243.2, as it presently reads and as it may be amended, regardless of the term of the Agreement, any severance pay shall be fully reimbursed to County if Employee is convicted of a crime involving an abuse of Employee's office or position, as defined by Government Code § 53243.4, as it presently reads and as it may be amended.
- F. Resignation. Health Officer may voluntarily terminate his employment with County at any time by delivering to the HHSA Branch Director of Public Health his 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 7(B) 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 his 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 he 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 he 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.

8. 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. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

9. APPLICABLE LAW; VENUE

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 Shasta County.

10. 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.

11. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be given by personal delivery, 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: James Mu, M.D.
 13431 Intermountain Road
 Redding, CA 96003

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

12. 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.

13. 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.

14. 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.

15. 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 section 1654 of the Civil Code.

16. COUNTERPARTS, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Employee 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: _____

PATRICK JONES, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

DAVID J. RICKERT
Clerk of the Board of Supervisors

SUPPORT SERVICES APPROVAL

By: _____
Deputy

By: _____
Monica Fugitt
Director of Support Services

Approved as to form:

RISK MANAGEMENT APPROVAL

By: _____
Gretchen Stuhr
Interim County Counsel

By: _____
James Johnson
Risk Management Analyst III

HEALTH OFFICER

Date: _____

By: _____
James Mu, M.D.
Tax ID: On File