

WEBER-MORGAN BOARD OF HEALTH
HEALTH OFFICER EMPLOYMENT AGREEMENT

THIS HEALTH OFFICER EMPLOYMENT AGREEMENT (“Agreement”) is entered into between Brian Cowan (“Health Officer”) and the Weber-Morgan Board of Health (“Board of Health”).

RECITALS

1. The Board of Health wishes to employ Health Officer to render professional services on a full-time basis.
2. The Health Officer wishes to assume the position of Health Officer for the Weber-Morgan Health Department (“Health Department”).
3. Both parties wish to set forth a full statement of their agreement related to the Health Officer’s provision of services.

THEREFORE, the parties agree as follows:

ARTICLE I
EMPLOYMENT RELATIONSHIP

1. Job Description. The Health Officer agrees to provide services to the Health Department as listed in the “Health Officer Job Description,” Exhibit A.
2. Compensation. Subject to the terms and conditions of this Agreement, the Board of Health agrees to compensation and benefits for the Health Officer as listed in “Compensation and Benefits,” Exhibit B.
3. Terms. The period of employment under this Agreement is five (5) years and begins on February 19, 2021 (provided the Health Officer meets the requirements described herein). The period of employment may be extended upon the mutual written consent of the parties. In the event of inaction by the parties, this Agreement shall be extended for one ninety (90) day period.

ARTICLE II
REPRESENTATIONS AND OBLIGATIONS
OF THE HEALTH OFFICER

1. Professional Assurance. Except in those cases that have been disclosed by the Health Officer in writing to the Board of Health prior to the commencement of his employment, the Health Officer represents and warrants to the Board of Health that:
 - a. The Health Officer holds the Masters of Public Health as noted on his application/resume;

- b. The Health Officer has the years of experience noted on his application/resume;
 - c. The Health Officer has never been reprimanded, sanctioned, or disciplined by any licensing board or state or local society or specialty board for any professional reason relating to his abilities to perform the work described herein;
 - d. No liability or professional misconduct claim has ever been asserted against the Health Officer in his professional work experience, no final judgment has ever been entered against the Health Officer in a liability action, and no action based on an allegation of professional misconduct by him has ever been settled by payment by him, his insurer, or his employer to the claimant or the claimant's agent. Any disclosure regarding such claim must include all professional misconduct or negligence claims against the Health Officer regardless of the value of the claim, and regardless of whether the claim was reduced to judgment, settled, or remained simply in the form of a complaint;
 - e. The Health Officer has neither been suspended, nor had charges based on the Health Officer's ethical or professional conduct made or pending against him (regardless, in either case, of the truth or the falsity of the charge);
 - f. The Health Officer, on request of the Board of Health, will execute a release of information authorizing the Board of Health to access institutional, agency, or insurance records relating to licensure, discipline, or professional misconduct claims; and
 - g. The Health Officer has no criminal record, except as explained in writing and waived by the Board of Health prior to the commencement of his initial employment, expressly referring to this subsection.
2. Performance Responsibilities. The Health Officer shall provide his services in adherence with principles of professional ethics, applicable law, and Weber County policies, including, but not limited to:
- a. Exercising diligence in keeping controllable costs of Health Department medical services to a minimum while insuring that the Health Department meets minimum performance standards;
 - b. Ensuring professional services to patients of the Health Department are delivered in quality fashion, and encouraging quality improvement, access to care, and appropriate use of Health Department Services; and
 - c. The Health Officer shall be evaluated annually by the Board of Health (before the end of the year) regarding his performance during the respective evaluation year. Prior to the evaluation, the Board of Health will prepare two anonymous surveys. One survey will be sent to Health Department managers and staff who work

closely with the Health Officer. The second survey will be sent to all members of the Board of Health. The results of the surveys will be shared with the Board of Health in a closed meeting and subsequently with the Health Officer. If the Health Officer receives a satisfactory rating from the Board of Health, then he may be granted a performance pay increase consistent with what Weber County employees are eligible to receive.

3. Other Professional Activities. The Health Officer may be involved in and receive remuneration for the following activities outside the scope of his employment, so long as such activities do not interfere with his duties under this Agreement:
 - a. Teaching, lecturing, or participating in seminars or educational activities in any public health field;
 - b. Writing and seeking publication of the results of any research or consulting with any manufacturer, distributor, or supplier of books, supplies, or equipment; and
 - c. Attending management, business, professional, or scientific society meetings; meetings of state, regional, or national associations; government activities; or other societies concerned with the delivery of health care.
4. Discrimination Prohibition. The Health Officer shall not discriminate against any member of the medical staff, support staff, patients, employees, or other members of the health care community on the basis of race, color, sex, age, religion, national origin, citizenship status, disability, veteran status, or any other classification protected by law.

ARTICLE III TERMINATION

1. Termination with Cause. The Health Officer may only be terminated for cause. The decision to terminate for cause is made by consensus of the legislative governing bodies of Weber and Morgan counties. Cause for termination shall be defined as:
 - a. Immediate Termination. The Health Officer may be terminated for cause immediately upon occurrence of any of the following:
 - i. Use of alcohol or a controlled substance which materially impairs the ability of the Health Officer to effectively perform his duties and obligations under this contract;
 - ii. The Health Officer is convicted of a felony or other crime that, in the judgment of the Board of Health, would have an adverse impact on the Health Department;
 - iii. The Health Officer failed to disclose prior criminal convictions;

- iv. The Health Officer provided fraudulent employment information; or
 - v. The Board of Health determines in good faith that the health, safety, or welfare of patients is jeopardized by continuing the employment of the Health Officer.
- b. After fifteen (15) days written notice by the Board of Health, during which notice period the Health Officer fails to cure or fails to satisfactorily commence curing, as determined by the Board of Health, any of the following:
- i. The Health Officer materially breaches any of his promises or obligations under this Agreement;
 - ii. The Health Officer fails to comply with Board of Health directives or Weber County policies; or
 - iii. An act which brings disrepute to the Board of Health.
2. Ability to Perform. This contract shall be terminated if the Health Officer dies or becomes permanently unable to perform his duties under this Agreement.
3. Obligations Upon Termination. The parties shall only have the following obligations under this Agreement upon termination of the Health Officer's employment:
- a. Obligations accruing prior to the date of termination; and
 - b. Obligations of this Agreement that are expressly made to extend beyond the term of this Agreement, including, without limitation, confidentiality of information, indemnities, and releases.
4. Any termination of the Health Officer shall procedurally comply with the requirements set forth in Utah Code Ann. § 26A-1-111.

ARTICLE IV
GENERAL PROVISIONS

- 1. Modification of the Agreement. Any cancellation, modification, or waiver of rights under this Agreement shall be effective only if made in writing and signed by both parties.
- 2. No Waiver. No waiver of any right under this Agreement will be effective unless there is a knowing, voluntary relinquishment of a known right in writing and signed by the party making the waiver. No delay in acting regarding any breach will be construed as a waiver of the breach.

3. Severability. If any provision of this Agreement becomes or is deemed to be legally unenforceable, the remaining provisions shall continue to bind the parties.
4. Applicable State Law. This Agreement shall be interpreted, applied, and enforced in accordance with Utah law.
5. State and Federal Laws. This Agreement is subject to applicable state, local, and federal law, including but not limited to, the Social Security Act, regulations and policies of the Department of Health and Human Services, and all public health and safety provisions of state law. This Agreement is subject to changes in laws and regulations, including new legislation, such as a new federal or state economic stabilization program or health insurance program. Any provision of law that invalidates, or otherwise is inconsistent with this Agreement, or that would cause one or both of the parties to be in violation of law, shall supersede the affected terms of this Agreement.
6. Equal Opportunity. The parties agree to abide by all applicable anti-discrimination laws, including state and federal law prohibiting discrimination against any employee or applicant or recipient of services on the basis of race, religion, color, sex, national origin, disability, age, or veteran status.
7. Addresses of Parties. Any notice required or permitted by the Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid, addressed or delivered as follows:
 - a. To the Health Officer:
Brian Cowan
2522 North 2275 West
Clinton, Utah 84015
 - b. To the Weber-Morgan Board of Health:
(Current Chair)
477 23rd Street
Ogden, Utah 84401
8. Authorization. Each party represents and warrants to the other that the execution and performance of this Agreement is, in the case of the Board of Health by authority of the Board of Health and, in the case of the Health Officer, not in conflict with any prior contract, and that this Agreement constitutes its or his valid obligation, enforceable according to its terms.

[Signatures on the following page.]

HEALTH OFFICER

By Brian Cowan
Brian Cowan

Date signed Feb. 05, 2021

WEBER-MORGAN BOARD OF HEALTH

By _____
Frank Brown, MD, Chair

Date signed _____

WEBER COUNTY COMMISSION

By _____
James H. "Jim" Harvey, Chair

Date signed _____

MORGAN COUNTY COMMISSION

By _____
Chair

Date signed _____

HEALTH OFFICER JOB DESCRIPTION

EXHIBIT A

1. The Board of Health employs the Health Officer on a full-time basis as a Health Officer for the Health Department. The Health Officer will be responsible to the Board of Health for the services provided.
2. Basic Purpose: To administer guidance to the operation of the Health Department.
3. Nature and Scope: The Health Officer shall perform the following services:
 - a. Be the administrator and executive officer of the Health Department and devote full time to these duties.
 - b. Prepare an annual report and provide it to the Health Department and all local governing bodies belonging to the Health Department.
 - c. Ensure that the Health Department meets minimum performance standards as required by the Utah Department of Health. Detailed standards applicable to the Health Department include:
 - R380-40-6. General Performance Standards for Local Health Department Administration
 - R380-40-7. General Performance Standards for Local Health Department Personal and Population Health Services
 - R380-4-8. General Performance Standards for Local Health Department Environmental Health Programs
 - R380-40-9. General Performance Standards for Local Health Department Public Health Emergency Preparedness
 - R380-40-10. General Performance Standards for Local Health Department Laboratory Services
 - d. Work collaboratively with the Board of Health in community public health assessments, establishing goals and priorities.
 - e. Arrange for medical supervision of clinical services, including diagnosis evaluation and treatment of conditions requiring medical care in Health Department clinics.

- f. Perform all administrative and professional services as may from time to time be directed by the Board of Health (e.g. participation in the National Public Health Performance Standards Program).
- g. Fulfill any other duties or obligations required by federal, state, or local laws.

COMPENSATION AND BENEFITS

EXHIBIT B

1. Compensation. The Health Officer shall be paid one hundred and twenty-five thousand dollars (\$125,000.00) annually. The Health Officer will receive annual COLA increases consistent with Weber County employees.
2. Health Officer Status. The Health Officer will be classified as an “exempt” employee under the Fair Labor Standards Act. This means the Health Officer will be paid a salary for the overall performance of a job and is considered exempt from requirements for overtime pay.
3. Withholdings. The Health Officer’s salary will be subject to customary withholdings of federal and state taxes, FICA, and any other withholdings required by law.
4. Continuing Education. The Health Officer may use education leave and may be reimbursed for actual, documental expenses incurred for the purpose of attending professional seminars, conventions, meetings or educational programs. Education funds may also be used for professional journals, books, and computer software programs. Each month, the Health Officer shall provide to the Board of Health a statement of the amount of education leave and reimbursements used for these purposes.
5. Benefits. The Health Officer shall be eligible to receive all employment benefits offered to full time Weber County employees.
6. Retirement. The Board of Health will provide the Health Officer with a retirement plan in accordance with terms and conditions of the Utah Retirement System.
7. Indemnification.
 - a. The Board of Health will provide general liability insurance coverage for the Health Officer for actions occurring within the scope of his employment with the Health Department.
 - b. The Board of Health will not be responsible for liability insurance coverage for the Health Officer for actions occurring outside the scope of his employment with the Health Department.
8. Professional Membership and Dues. The Board of Health shall pay for membership fees and dues for professional associations, including the following:
 - a. Utah Public Health Association;
 - b. American Public Health Association;
 - c. National Association of City and County Health Officials; and

- d. Other professional association memberships as approved by the Board
9. Vehicle Allowance. The Board of Health will provide a car allowance of six hundred dollars per month (\$600). This amount shall be included in addition to the Health Officer's annual salary.