

**SECOND AMENDMENT TO COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT NO. PH-19-024**

This second Amendment to Agreement No. PH-19-024 is entered into this 10th day of December 2019, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Noemi (Mimi) Doohan, M.D., Ph.D.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. PH-19-024 was entered into on August 15, 2019; and

WHEREAS, Amendment No. PH-19-024-A1 was entered into on September 18, 2019; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to replace Exhibits A and B as set out in original Agreement No. PH-19-024; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the maximum amount as set out original Agreement PH-19-024, from \$25,000 to \$125,000; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in original Agreement No. PH-19-024, from December 31, 2019 to June 30, 2020; and

WHEREAS, COUNTY desires to retain CONTRACTOR for services provided as the County's Health Officer.

NOW, THEREFORE, we agree as follows:

1. **Definition of Services:** The Definition of Services, Exhibit A, set out in original Agreement No. PH-19-024 has been altered and a new Exhibit A is attached herein.
2. **Payment Terms:** The Payment Terms, Exhibit B, set out in original Agreement No. PH-19-024 has been altered and a new Exhibit B is attached herein.
3. The amount set out in original Agreement No. PH-19-024 will be increased from \$25,000 to \$125,000.
4. The termination date set out in original Agreement No. PH-19-024 will be extended from December 31, 2019 to June 30, 2020.

All other terms and conditions of original Agreement No. PH-19-024 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Tammy Moss Chandler
Tammy Moss Chandler, HHSA Director

Date: 11/1/19

Budgeted: ☒ Yes ☐ No

Budget Unit: 4010

Line Item: 86-2189

Org/Object Code: PHEPI

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: Carre Brown
CARRE BROWN, Chair
BOARD OF SUPERVISORS

Date: DEC 17 2019

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amberley Dimham
Deputy DEC 17 2019

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Amberley Dimham
Deputy DEC 17 2019

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 11/20/19

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☒ 20-47

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

CONTRACTOR/COMPANY NAME

By: Noemi Doohan
Noemi Doohan, M.D., Ph.D.

Date: 11/1/19

NAME AND ADDRESS OF CONTRACTOR:

Noemi Doohan, M.D., Ph.D.
780 Walnut Avenue
Ukiah, CA 95482

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
Acting County Counsel

By: Charlotte Scott
Deputy

Date: 11/4/19

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

Date: 11/20/19

EXHIBIT A

DEFINITION OF SERVICES

A. CONTRACTOR will provide services according to the following:

1. CONTRACTOR will serve as Mendocino County's Health Officer of record and assume the duties of Health Officer as set forth in the California Health and Safety Code, Section 101025-101070, California Government Code, and Mendocino County Code. The scope of CONTRACTOR's duties may include:
 - a. Developing Public Health policy in collaboration with Health and Human Services Agency (HHSA) staff.
 - b. Working with staff to assess and report on the health status of the community.
 - c. Providing clinical oversight of all Public Health physician contracts.
 - d. Providing guidance in Public Health matters by assessing health risks and communicating those risks responsibly and effectively to the community.
 - e. Providing Clinical agency supervision of nursing staff as required by their scopes of practice per applicable sections of the California Business and Professions Code.
 - f. Representing County to the California Conference of Local Health Officers (CCLHO).
 - g. Representing HHSA with related County activities in local communities, within the medical community, and with the County's Medi-Cal managed care provider as directed.
 - h. Providing medical expertise for mandated health protection functions of County government.
 - i. Consulting and directing related to:
 - i. Orders and ordinances of the Mendocino County Board of Supervisor's pertaining to Public Health and Environmental Health;

- ii. Orders, quarantines and other regulations and rules prescribed by the State.
- j. Performing other specific duties to be determined. These services may include but are not limited to the following services:
 - i. Maternal Child Adolescent Health
 - ii. Sudden Infant Death
 - iii. Vital Statistics
 - iv. Public Health Nursing
 - v. Communicable Disease
 - vi. Chronic Disease
 - vii. Injury Prevention
 - viii. Tuberculosis
 - ix. Environmental Health
 - x. Emergency Preparedness
 - xi. Child Health and Disability Prevention
 - xii. California Children's Services (CCS)
- 2. The Public Health Officer reports to the Mendocino County HHSA Director or designee.
- 3. The Public Health Officer is appointed by the Board of Supervisors and advises them on health issues through the appropriate chain of command.
- 4. The Public Health Officer may delegate authority for enforcement of Environmental Health issues to the Deputy Director of Environmental Health.
- 5. The Public Health Officer must be available by phone 24/7 unless planned absence with coverage by a Deputy Health Officer has been arranged. To ensure reliability and consistency, a County device with phone and email capabilities will be provided.
- 6. The Public Health Officer must be physically on site four (4) days per month, on average.

7. CONTRACTOR will serve as California Children's Services (CCS) Medical Consultant in a manner consistent with the level of competency and standard of care normally observed by a CCS Medical Consultant practicing in the profession, as needed. This includes regular attendance to out of town CCS meetings.
8. Attendance and travel to various meetings and conferences outside of Mendocino County must be approved in advance by the HHSA Director.
9. In the event of a disaster, CONTRACTOR will assist the Medical and Health Operational Area Coordinator (MHOAC).
10. CONTRACTOR will establish a weekly work schedule of approximately thirty (30) to forty (40) hours per week. All work schedules must be approved by the HHSA Director or designee.
11. For weeks when CONTRACTOR is not scheduled to work as outlined in Item 10 above, CONTRACTOR will be on-call to respond to communicable disease staff and provide other clinical support as needed for public health employees and contractors.
12. CONTRACTOR will maintain licensure required to meet minimum standards for a local Health Officer as set in Health & Safety Code.

B. COUNTY will:

1. Provide CONTRACTOR with a County device with phone and email capabilities, a County phone number, and an email address while the contract is in effect. CONTRACTOR agrees not to use this device for personal issues.
2. Allow CONTRACTOR to use office space designated for contract physicians while contract is in effect.
3. Reimburse CONTRACTOR for mileage for allowable County travel at the standard IRS per diem rate.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

A. COUNTY will pay CONTRACTOR:

1. Two hundred fifty dollars (\$250) per week for the weeks that CONTRACTOR is on-call, as described in Exhibit A.
2. One hundred twenty-five dollars (\$125) per hour for services as outlined in Exhibit A.
3. The standard IRS rate for mileage reimbursement for provision of services described in Exhibit A.
4. Reimbursement for actual costs of other approved travel expenses, including:
 - a. Hotel and food costs at the standard per diem rate.
 - b. Training and/or meeting fees.

B. CONTRACTOR will submit invoices and original receipts for travel expenses to:

Mendocino County
HHSA: Public Health
1120 South Dora St.
Ukiah, CA 95482
Attn: Mary Alice Willeford

Payments under this Agreement will not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000) for the term of this Agreement.

END OF PAYMENT TERMS]