

BOS AGREEMENT NO. _____

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

This Fifth Amendment to Agreement No. PH-19-024 is entered into this _____ day of _____, 2020, 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, the First Amendment, PH-19-024-A1, was entered into on September 18, 2019; and

WHEREAS, the Second Amendment, BOS Agreement No. 19-261, was entered into on December 10, 2019; and

WHEREAS, the Third Amendment, PH-19-057, was entered into on March 4, 2020; and

WHEREAS, the Fourth Amendment, BOS Agreement No. 19-261-A1, was entered into on April 14, 2020; 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 the CONTRACTOR and COUNTY to increase the maximum amount set out in the Fourth Amendment, BOS Agreement No. 19-261-A1, from \$225,000 to \$325,000; and

WHEREAS, Exhibit B, the Payment Terms, has been altered and a new Exhibit B is attached herein; and

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

NOW, THEREFORE, we agree as follows:

1. **Amount:** The amount set out in the Fourth Amendment, BOS Agreement No. 19-261-A1, will be increased from \$225,000 to \$325,000.
2. **Exhibit B:** Exhibit B, the Payment Terms, has been altered and a new Exhibit B is attached herein.

All other terms and conditions of Agreement No. PH-19-024, First Amendment No. PH-

19-024-A1, Second Amendment BOS Agreement No. 19-261, Third Amendment No. PH-19-057, and Fourth Amendment BOS Agreement No. 19-261-A1 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Mary Alice Willeford
Mary Alice Willeford, HHSA Assistant Director

Date: 6-3-2020

Budgeted: ☒ Yes ☐ No

Budget Unit: 4010

Line Item: 86-2189

Org/Object Code: PHEPI

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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: _____
Deputy

INSURANCE REVIEW:

By: Candice Apple
Risk Management

Date: 6/3/2020

CONTRACTOR/COMPANY NAME

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

Date: 6/3/20

NAME AND ADDRESS OF CONTRACTOR:

Noemi Doohan, M.D., Ph.D.

427 Santa Helena

Solana Beach, CA 92075

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,
County Counsel

By: Charlotte Scott
Deputy

Date: 6/3/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Apple
Deputy CEO

Date: 6/3/2020

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

Exception to Bid Process Required/Completed ☒ EB 20-177

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

EXHIBIT B
PAYMENT TERMS

A. COUNTY will pay CONTRACTOR:

1. Two hundred fifty dollars (\$250) per week for on-call services as described in Exhibit A provided prior to June 1, 2020, when on-call services are to end.
2. One hundred twenty-five dollars (\$125) per hour for services as outlined in Exhibit A. Beginning June 1, 2020, COUNTY will pay CONTRACTOR one hundred twenty-five dollars (\$125) per hour for up to fifteen (15) hours per week. Any services provided by CONTRACTOR beyond fifteen (15) hours per week will require prior written approval from either the Health and Human Services Agency Director or the Department Operations Center Manager.
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.
5. Reimbursement for health insurance premium or other necessary insurance payments as approved by the Health and Human Services Agency Director or designee prior to June 1, 2020, when reimbursement for health insurance premiums is to end.

B. CONTRACTOR will submit invoices and original receipts for travel expenses by the twentieth (20th) day of the month following service provision to:

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

- C. Invoices submitted past the due date must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of the late invoice.**
- D. CONTRACTOR should make no assumption of continued funding from the COUNTY for this purpose at the end of this contract period.**

E. Payments under this Agreement will not exceed Three Hundred Twenty-Five Thousand Dollars (\$325,000) for the term of this Agreement.

END OF PAYMENT TERMS]