

**AGREEMENT FOR SERVICES BETWEEN
COUNTY OF HUMBOLDT
AND
TERESA FRANKOVICH, M.D.**

This Agreement for Services ("Agreement") is made and entered into this 28 day of January 2020 by and between the County of Humboldt (hereinafter referred to as "COUNTY") and Teresa Frankovich, M.D. (hereinafter referred to as "EMPLOYEE") upon the following considerations:

WHEREAS, COUNTY wishes to engage the services of a Health Officer and EMPLOYEE has agreed to provide those services;

WHEREAS, EMPLOYEE represents and warrants that they are specially trained, experienced, and competent to perform the duties, obligations, and responsibilities of a Health Officer and wishes to accept such employment on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES:

- 1.1 EMPLOYEE shall devote such time, interest, and effort to the performance of their duties as may be reasonably necessary to fulfill the services, duties, obligations, and responsibilities of a Health Officer, as set forth in Exhibit A, attached hereto and by this reference incorporated herein.
- 1.2 EMPLOYEE agrees to perform the services, duties, obligations, and responsibilities required by this Agreement to the best of their ability in an efficient and competent manner consistent with the standards of the profession and all requirements and standards established by applicable local, state, and federal laws, ordinances, regulations, and resolutions.
- 1.3 EMPLOYEE's obligation is to perform in a timely manner those services and work identified in Exhibit A. It is understood by EMPLOYEE that the performance of these services and work may require a varied schedule as mutually agreed by the Department of Health and Human Services (DHHS) Director and EMPLOYEE. EMPLOYEE's work hours and schedule shall be set and/or approved by the DHHS – Public Health Director in advance.
- 1.4 EMPLOYEE understands and agrees that COUNTY may set such other terms and conditions of employment as it may determine from time to time, in its sole discretion, relating to the scope of services of EMPLOYEE.

2. COMPENSATION:

COUNTY shall pay to EMPLOYEE the compensation set forth in Exhibit A which shall constitute full compensation for all services and work performed by EMPLOYEE under this Agreement.

3. STATUS OF EMPLOYEE:

- 3.1 It is expressly understood by the parties that EMPLOYEE in their capacity as Health Officer is a contracted employee, serving "at will," terminable without cause, and at the pleasure of

the Board of Supervisors. EMPLOYEE is appointed by the Board of Supervisors and will report to the Department of Health and Human Services Director or their designee(s) for purposes of fulfilling the services set forth in Exhibit A. EMPLOYEE will make any necessary communications with the Board of Supervisors in coordination with the DHHS Director or designee(s).

3.2 EMPLOYEE understands and agrees that the position of Health Officer is a regular part-time, unclassified position within the COUNTY, and agrees that their employment is subject to all applicable personnel policies and regulations of the COUNTY pertaining to any other regular part-time, unclassified employee of the COUNTY, except as set forth in this Agreement.

4. STANDARD OF PRACTICE/CODE OF CONDUCT:

4.1 EMPLOYEE represents and warrants that they have the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. EMPLOYEE's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercised under like circumstances.

4.2 EMPLOYEE shall comply with all applicable local, state, and federal requirements regarding conflicts of interest and shall avoid personal involvement in situations which are inconsistent or incompatible with the position of Health Officer or which give rise to the appearance of impropriety.

4.3 EMPLOYEE agrees to adhere by all of the policies, procedures, rules and regulations set forth by COUNTY. To the extent that COUNTY's policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

5. TERM AND RENEWAL:

The term of this Agreement shall begin effective upon execution by both parties until June 30, 2021, unless sooner terminated or modified as provided herein. This Agreement may be renewed for subsequent terms by written amendment executed by the parties hereto.

6. TERMINATION:

EMPLOYEE understands and agrees that their employment by COUNTY as a Health Officer is "at will." EMPLOYEE may be terminated at any time for any reason permitted by law, with or without cause and with or without notice.

7. REQUIRED LICENSES, CERTIFICATES AND PERMITS:

Any and all local, state and federal licenses, certificates, and/or permits necessary for EMPLOYEE to provide the services and work described in Exhibit A must be procured by EMPLOYEE and be valid at the time EMPLOYEE enters into this Agreement. Further, during the term of this Agreement, EMPLOYEE must maintain such licenses, certificates, and/or permits in full force and effect. Licenses, certificates, and/or permits may include, but are not limited to, driver's license,

professional licenses or certificates and business licenses. Such licenses, certificates, and/or permits will be procured and maintained by EMPLOYEE at no expense to COUNTY.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC:

Except as expressly stated in Exhibit A, COUNTY shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone services as is necessary for EMPLOYEE to provide the services identified in Exhibit A to this Agreement.

9. MAINTENANCE OF RECORDS AND AUDIT:

9.1 EMPLOYEE shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and local rules and regulations pertaining to the provision of the services set forth in Exhibit A. Said records shall be the property of the COUNTY.

9.2 The Department of Health and Human Services shall have access to all Public Health records and, further, shall have the right to monitor and audit all work performed and all records, documents, conditions, and activities of EMPLOYEE.

10. CONFIDENTIAL INFORMATION; RETURN OF RECORDS:

10.1 In the performance of this Agreement, EMPLOYEE may receive information that is confidential under local, state or federal law. EMPLOYEE hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

10.2 EMPLOYEE acknowledges and understands local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. EMPLOYEE agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

10.3 When this Agreement expires or terminates, EMPLOYEE shall return to COUNTY all records, which EMPLOYEE utilized or received from COUNTY to perform services under this Agreement.

11. NONDISCRIMINATION:

11.1 In connection with the execution of this Agreement, the parties shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons

11.2 Each party further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. ASSIGNMENT:

This is an Agreement for the personal services of EMPLOYEE. COUNTY has relied upon the skills, knowledge, experience, and training of EMPLOYEE, as an inducement to enter into this Agreement. EMPLOYEE shall not assign or subcontract this Agreement without the express written consent of COUNTY. Further, EMPLOYEE shall not assign any monies due or to become due under this Agreement without the prior written consent to COUNTY. Any assignment by EMPLOYEE in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

13. WAIVER OF DEFAULT:

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. DUTY OF LOYALTY; CONFLICTS; INDEMNIFICATION:

- 14.1 EMPLOYEE agrees that they have no interest and shall not acquire any interest, direct or indirect, or participate in any activity that would conflict in any manner or degree with the performance of the work and services under this Agreement.
- 14.2 COUNTY acknowledges that EMPLOYEE is employed by Open Door Community Health Centers, separate and apart from their part-time employment with COUNTY. EMPLOYEE shall notify COUNTY of any other employment, appointment or volunteer work. Further, EMPLOYEE shall not represent, market, advertise, affiliate, or otherwise hold themselves out as an agent, representative, or employee of COUNTY for any work performed by EMPLOYEE in EMPLOYEE'S private medical practice. Any and all work performed by EMPLOYEE in their private medical practice shall be work performed by EMPLOYEE in their sole individual capacity and not on behalf of the COUNTY.
- 14.3 EMPLOYEE hereby agrees to indemnify, defend, save, and hold harmless COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, EMPLOYEE's performance or conduct while engaging in any activity outside the scope of this Agreement and/or in their private medical practice, before, during, or after the termination of this Agreement. EMPLOYEE understands that this obligation of indemnification survives the expiration or termination of this Agreement.

15. SEVERABILITY:

If any provision of this Agreement or portion thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any local, state or federal statute, ordinance, or regulation, 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.

16. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. NOTICE:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS
Attention: Director
507 F Street
Eureka, California 95501

EMPLOYEE: Teresa Frankovich, M.D.
390 Park Ave
Arcata, California 95521

18. INTERPRETATION:

Pursuant to Government Code section 33202, the terms and conditions of this Agreement shall be interpreted to ensure that EMPLOYEE, as the County Health Officer, has sufficient authority and resources to perform their duties as the County Health Officer as required under State or County laws or regulations. The terms and conditions of the Agreement shall be interpreted so as to ensure that the Agreement does not impede EMPLOYEE from carrying out the duties of a Health Officer as required by State and County laws and regulations.

19. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

20. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms of this Agreement are hereby ratified.

21. LEGAL CONSULTATION:

EMPLOYEE acknowledges that they have had the opportunity to consult legal counsel in regard to this Agreement, that they have read and understand this Agreement, and that they are fully aware of its legal effect, and that they have entered into it freely and voluntarily and based on their own judgment and not on any representations or promises other than those contained in this Agreement.

22. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

23. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that they are duly authorized and have legal authority to execute and deliver this Agreement. Each Party represents and warrants to

the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated.

EMPLOYEE

By: 
Teresa Frankovich, M.D.

1/2/2020 (TF)
Date

COUNTY OF HUMBOLDT

By: 
Estelle Fennell
Chair, Humboldt County Board of Supervisors

1/28/2020
Date

LIST OF EXHIBITS:

Exhibit A – Scope of Services

EXHIBIT A

SCOPE OF SERVICES BETWEEN COUNTY OF HUMBOLDT AND TERESA FRANKOVICH, M.D.

Upon Execution – June 30, 2021

- A. **SCOPE OF WORK:** Teresa Frankovich, M.D. (hereinafter “EMPLOYEE”) is retained by the County of Humboldt (hereinafter “COUNTY”) as an “at will” part-time employee to serve as a Health Officer. Services by the Health Officer shall be provided under the direction of the Department of Health and Human Services (hereinafter “DHHS” or “Department”) Director or their designee(s) and will be subject to the following performance criteria, including but not limited to:
- A.1. Provide consultation and direction to COUNTY regarding the medical operations required to meet all mandated public health requirements and to perform Health Officer duties specified in state law, including but not limited to the California Health and Safety Code and the Humboldt County Code.
 - A.2. Establish written medical policies as needed.
 - A.3. Serve as a medical consultant for COUNTY and provide guidance and recommendations to DHHS’s Director or their designee(s) on a variety of topics as coordinator or participant with the Public Health Director.
 - A.4. Interpret state regulations and ordinances as they pertain to patient care needs.
 - A.5. Serve as liaison between COUNTY and physicians or other community groups, as directed by the DHHS Director or his/her designee(s).
 - A.6. Serve on committees as appropriate to the performance of duties as Health Officer in consultation with DHHS’s Public Health Director.
 - A.7. In the event of a disaster, the EMPLOYEE, in consultation with DHHS’s Public Health Director, shall be available on a full-time basis and be compensated up to 40 hours per week, or additional hours as the COUNTY deems necessary, until the disaster (emergency) is resolved.
 - A.8. In the event of a health emergency, the EMPLOYEE, in consultation with DHHS’s Director, shall be available on a full-time basis and compensated up to 40 hours per week, or additional hours as the COUNTY deems necessary.

EMPLOYEE understands and agrees that COUNTY may set such other terms and conditions of employment as it may determine from time to time, in its sole discretion, relating to the scope of work of EMPLOYEE.

B. COMPENSATION:

B.1. Salary: \$95.98 per hour up to 28 hours per week, which shall be adjusted by COUNTY by the same amount granted to management employees for across-the-board cost of living increases.

(a) Administrator on Duty: The Health Officer shall receive 5% of the salary specified in B.1 as compensation for providing 24/7 around-the-clock, on-call coverage as Public Health Administrator on Duty.

(b) Administrative Leave: Ten (10) days of administrative leave prorated in accordance with EMPLOYEE's full time equivalent (FTE) and date of hire will be available effective the first pay period beginning in July through the last pay period beginning in June. Such leave may not be carried into succeeding fiscal years and shall be forfeited upon termination of employment.

B.2. EMPLOYEE shall present a signed bi-weekly time sheet to DHHS in accordance with applicable COUNTY and departmental policy.

B.3. COUNTY shall reimburse EMPLOYEE for the cost of attendance at meetings necessary to satisfy their job obligations, *e.g.*, meetings at the California Department of Public Health as necessary, within the guidelines of the COUNTY's with the prior approval of the Public Health Director.

B.4. Cellular Phone/Mobile Communication Device: During the term of this Agreement, COUNTY shall issue EMPLOYEE a COUNTY authorized cellular phone/mobile communication device to be used to conduct official COUNTY business in their position as Health Officer.

(a) EMPLOYEE shall protect the COUNTY issued cellular phone/mobile communication device against loss, theft, or damage and shall report the loss or theft of any such device immediately to the Department as soon as possible to assess any breaches of security and to implement measures to prevent disclosure of any confidential information.

(c) EMPLOYEE acknowledges and understands that records relating to EMPLOYEE's use of the County issued cellular phone/mobile communication device to conduct COUNTY-related business may be subject to disclosure as a public record and/or in the course of litigation. EMPLOYEE understands that they have no expectation of privacy in the use of the COUNTY issued cellular phone/mobile communication device when conducting COUNTY-related business, and agrees to provide timely access to COUNTY to review all records related to the use of the COUNTY issued cellular phone/mobile communication device to perform COUNTY-related business, including but not limited to phone logs, voice mail messages, text messages, data storage, and internet usage logs.

(d) In using EMPLOYEE's COUNTY issued cellular phone/mobile communication device to perform COUNTY-related business, EMPLOYEE shall comply with all local, state and federal laws governing the use of cellular phone/mobile communication devices, including laws and regulations governing the use of cellular phone/mobile communication devices in vehicles. EMPLOYEE acknowledges and understands that they shall be solely responsible and personally liable for any citation, violation, or failure to abide by any local, state, or

federal law relating to their use of the COUNTY issued cellular phone/mobile communication device. Further, EMPLOYEE shall comply with all COUNTY and departmental policies related to the use of cellular phone/mobile communication devices.

B.5. **Membership Fees:** During the term of this agreement, COUNTY shall pay on behalf of EMPLOYEE the cost of any membership fees associated with EMPLOYEE's tenure as County Health Officer, such as Health Officers Association of California, or Humboldt-Del Norte County Medical Society membership fees, as approved by the Public Health Director.

C. **SPACE AND OTHER SUPPORT:**

COUNTY shall make available during the term of this Agreement the space designated for the service and such equipment as mutually agreed to as necessary for the proper operation and conduct of EMPLOYEE's responsibilities.

D. **SUPPLIES:**

COUNTY shall purchase all appropriate expendable supplies for the proper operation of EMPLOYEE's responsibilities. In the event EMPLOYEE incurs additional expenses, EMPLOYEE shall not be entitled to reimbursement of any or all expenses incurred in the performance of their job duties that have not previously been authorized by COUNTY.