

**FIRST AMENDMENT
to the
AGREEMENT FOR SERVICES
BETWEEN
COUNTY OF HUMBOLDT
TERESA FRANKOVICH, M.D.
FOR FISCAL YEARS 2019-2020 THROUGH 2020-2021**

This First Amendment to the Agreement for Services dated January 28, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Teresa Frankovich, M.D., hereinafter referred to as “EMPLOYEE,” is entered into this ____ day of _____, 2020.

WHEREAS, COUNTY, by and through its through its Department of Health and Human Services – Public Health, desired to engage the services of a Health Officer; and

WHEREAS, on January 28, 2020 COUNTY and EMPLOYEE entered into an Agreement for Services (“Agreement”) for Health Officer services; and

WHEREAS, the parties now desire to amend certain provisions of the Agreement to adjust the Exhibit A – Scope of Services to reflect an increase of hours to from 0.70 full-time equivalent (FTE) to 1.0 FTE; and

NOW THEREFORE, the parties mutually agree as follows:

1. EXHIBIT A – Scope of Services (“Exhibit A”) is hereby amended and is attached hereto and incorporated herein by reference. The amended version of Exhibit A attached hereto shall supersede any and all prior versions thereof upon execution of this First Amendment by both parties.
2. Except as modified herein, the Agreement executed on January 28, 2020 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

EMPLOYEE:

By:  _____

Teresa Frankovich, M.D.

Date: 2/27/20

COUNTY OF HUMBOLDT:

By: _____

Estelle Fennell
Chair, Humboldt County Board of Supervisors

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” full-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.
 - A.9. EMPLOYEE may be able to work less than full-time equivalent of 1.0 in consultation with and with the approval of DHHS’s Public Health Director.

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, 40 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.

i. Recalculation of EMPLOYEE's Administrative Leave due to the increase of FTE from 0.70 to 1.0 will occur upon execution of this amendment for the remainder of Fiscal Year 2019-2020.

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.