

**SECOND AMENDMENT
AGREEMENT FOR SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CANDY STOCKTON-JORETEG
FOR FISCAL YEARS 2022-2023 THROUGH 2024-2027**

This Second Amendment to the Agreement of Services dated May 24, 2022 , as amended April 4, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Candy Stockton-Joreteg, a California Licensed Medical Practitioner, hereinafter referred to as "EMPLOYEE," is entered into this 21st day of May, 2024.

WHEREAS, COUNTY, by and through its Department of Health and Human Services Department – Public Health, desired to employ a qualified professional to provide the services of the Humboldt County Health Officer; and

WHEREAS, on May 24, 2022, COUNTY and EMPLOYEE entered into an Employee "Agreement of Services" (the Agreement) to perform the duties, obligations, and responsibilities of the Humboldt County Health Officer; and

WHEREAS, on April 4, 2023, COUNTY and CONTRACTOR agreed to amend the Agreement to amend the term and update the compensation rate align with recent compensation rate changes; and

WHEREAS, the parties now desire to amend certain provisions of the Agreement to amend the term and update the compensation rate to align with recent compensation rate changes.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 5 Term of the Agreement is hereby amended to read as follows:

5. TERM:

The term of this Agreement shall begin on July 18, 2022 and shall remain in full force and effect until June 30, 2027, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

2. The Agreement is hereby amended to delete Exhibit B – Payment Terms and Conditions, and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of the effective date of this Second Amendment.

3. Section 24 is added to the Agreement to read as follows:

24. CASH SETTLEMENT:

MAXIMUM CASH SETTLEMENT. Pursuant to Government Code section 53260, if this Agreement is terminated, the maximum cash settlement that EMPLOYEE may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract, with the following exception:

If the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

ACTUAL CASH SETTLEMENT. If this Agreement is terminated with more than one month remaining on the contract term at the time of termination, the EMPLOYEE shall receive a cash settlement in the amount of EMPLOYEE's weekly salary multiplied by four, which equals four weeks of pay. If there is less than one month left on the term of the Agreement at the time the Agreement is terminated, no cash settlement shall be paid.

4. Except as modified herein, the Agreement executed on May 24, 2022, as amended on April 4, 2023, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Agreement, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

[Signatures on Following Page]

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

CANDY STOCKTON-JORETEG:

By: Stockton, Candy
Candy Stockton-Joreteg

Digitally signed by
Stockton, Candy
Date: 2024.04.30
09:24:11 -07'00'

Date: _____

COUNTY OF HUMBOLDT:

By: Rex Bohn
Rex Bohn, Chair
Humboldt County Board of Supervisors

Date: 5.21.24

LIST OF EXHIBITS:

Exhibit B – Payment Terms and Conditions

EXHIBIT B
PAYMENT TERMS AND CONDITIONS
CANDY STOCKTON-JORETEG
FOR FISCAL YEARS 2022-2023 THROUGH 2024-2027

1. COMPENSATION:

- 1.1 Salary. COUNTY shall compensate EMPLOYEE at the hourly rate of One Hundred Nine Dollars and Ninety One Cents (\$109.91) per hour, based on 0.75 full-time equivalent (FTE), or thirty (30) hours per week and up to forty (40) hours per week at the discretion of Director as detailed in Exhibit A, Scope of Services. The hourly rate shall be adjusted by COUNTY by the same amount granted to management employees for across-the-board cost of living increases.
- 1.1.1 Administrator on Duty. EMPLOYEE shall receive five percent (5%) of the salary specified herein as compensation for providing around-the-clock, on-call coverage as Public Health Administrator on Duty twenty-four (24) hours per day, seven (7) days per week.
- 1.1.2 Administrative Leave. EMPLOYEE shall receive eight (8) days of administrative leave which'll be available effective the first (1st) pay period beginning in July through the last pay period beginning in June. This is prorated based on EMPLOYEE's FTE of 0.75. Such leave may not be carried into succeeding fiscal years and shall be forfeited upon termination of employment.
- 1.2 EMPLOYEE shall present a signed bi-weekly timesheet to the Humboldt County Department of Health and Human Services in accordance with applicable COUNTY and departmental policy.
- 1.3 COUNTY shall reimburse EMPLOYEE for the cost of attendance at meetings necessary to satisfy their job obligations, including, without limitation, meetings at the California Department of Public Health, as approved by Director.
- 1.4 Cellular Phone/Mobile Communication Device. During the term of this Agreement, COUNTY shall issue EMPLOYEE a COUNTY authorized cellular/mobile Communication device to be used to conduct official COUNTY business in their position as the Humboldt County Health Officer.
- 1.4.1 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 Humboldt County Department of Health and Human Services as soon as possible to assess any breaches of security and to implement measures to prevent disclosure of any confidential information.
- 1.4.2 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, without limitation, phone logs, voice mail messages, text messages, data storage, and internet usage logs.

1.4.3 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.

1.5 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 the Humboldt County Health Officer, such as the Health Officer Association of California or Humboldt-Del Norte County Medical Society membership fees, as approved by Director.

1.6 Licensure, Certification and Permit Fees. During the term of this Agreement, COUNTY shall reimburse EMPLOYEE for the cost of maintaining the following local, state and federal licenses, certificates and/or permits should they be up for renewal during the term of this Agreement, including: California Medical Board license, Drug Enforcement Administration (DEA) license, American Board of Family Medicine certification, and American Medical Board of addiction certification. EMPLOYEE shall submit documentation substantiating proof of payment within thirty (30) calendar days from the date of the incurred expense to Director in order to obtain reimbursement.

2. SUPPLIES:

COUNTY shall purchase all appropriate expendable supplies necessary for the provision of the Health Officer Services required hereunder. In the event EMPLOYEE incurs additional expenses, EMPLOYEE shall not be entitled to reimbursement of any expenses incurred in the performance of their job duties that have not previously been authorized by COUNTY.