

AMENDMENT NO. 1 TO THE AGREEMENT FOR THE SERVICES OF THE PUBLIC HEALTH OFFICER BETWEEN
THE COUNTY OF LAKE AND NOEMI C. DOOHAN, M.D. Ph.D., MPH

This Amendment No. 1 to Agreement is made and is entered into this _____ day of _____, 2024 by and between the COUNTY OF LAKE, a political subdivision of the State of California ("hereinafter referred to as "COUNTY") and NOEMI C. DOOHAN, M.D. Ph.D., MPH (hereinafter referred to as "PARTIES").

RECITALS

WHEREAS, the Agreement for The Services of the Public Health Officer was made and entered into the 15th day of August 2023; and

WHEREAS, the COUNTY wishes to continue the contract with the PARTIES for the services of the Public Health Officer through August 31st, 2025; and

WHEREAS, the COUNTY intends to increase the annual contract amount by three percent for a sum of Two Hundred Ninety-Eight Thousand, Seven Hundred Dollars (\$298,700.00); and

NOW, THEREFORE, the parties hereby agree as follows:

A. Section 2 Term is hereby amended to read:

The term of employment under this Agreement is **from September 1st, 2023, through August 31st, 2025** ("Specified Term") unless sooner terminated pursuant to provisions of section 7, Termination, herein. If the Employee remains employed after the expiration of the Specified Term, and the Parties do not execute a new employment agreement, then Employee shall be employed at-will. County shall have the right to extend the term of this Agreement at the time of Employee's annual performance evaluation, subject to negotiation with and acceptance by the Employee and subject to execution of a written amendment to this Agreement.

B. Section 3 Compensation is hereby amended to read:


In consideration of performing services as Lake County Public Health Officer, the County agrees to pay Employee a base salary of \$290,000 per annum for the period of September 1, 2023 through August 31, 2024 and a base salary of **\$298,700** per annum for the period of September 1, 2024 through August 31, 2025 as specified below or such higher figure as shall be agreed upon to an annual review of their compensation and performance by the Board.

The Parties agree that all other terms and conditions of the original Agreement shall remain in full force and effect.

COUNTY OF LAKE

PARTIES


By: _____
CHAIR, Board of Supervisors

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

ATTEST:
SUSAN PARKER

APPROVED AS TO FORM:
LLOYD C. GUINTIVANO

By: _____

By: 

EMPLOYMENT AGREEMENT

Public Health Officer

This Employment Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County", and Noemi C. Doohan, M.D. Ph.D, MPH hereinafter referred to as "Public Health Officer" or "Employee," collectively referred to as the "parties".

1) Employment: The County desires to secure PHO services and the Employee hereby accepts employment by County to provide such services as the Lake County Public Health Officer for the Board with all duties, powers and authorities provided by law in such capacity, and to perform such executive, managerial, and administrative duties as County may specify during the term of this Agreement, as outlined in the job duties under Exhibit "A."

- a) The Employee will render full-time professional services to the County of Lake in the capacity of the Public Health Officer. The Public Health Officer will at all times faithfully, industriously, and to the best of their ability, perform all duties that may be required of the employee by virtue of their position as the Lake County Public Health Officer, including respecting and adhering to all policies and/or procedures. During the period of employment, Employee agrees to devote Employee's full time, attention, skill, and efforts to the performance of duties on behalf of the County and serve as an officer of the County.
- b) Employee acknowledges and agrees that, while employed as Public Health Officer, Employee will not engage in the ongoing practice of medicine outside of Employee's duties as Public Health Officer if that outside clinical work interferes with Employee carrying out the duties of Public Health Officer.
- c) Scholarly activities such as lecturing or writing are not prohibited as long as such do not interfere with Employee carrying out the duties of Public Health Officer. The PHO will report such scholarly activities to the Board quarterly. The expenditure of reasonable amounts of time for teaching, personal or outside business, and charitable and professional activities will not be deemed a breach of this Agreement, provided the activities do not materially interfere with the services required to be rendered to the County under this Agreement.
- d) Employee will not render any services or engage in any other business activity (whether or not for compensation) for any person or entity other than County without the prior approval of the County.

2) Term: The term of employment under this Agreement is from September 1, 2023 through August 31, 2024 ("Specified Term") unless sooner terminated pursuant to provisions of Section 7, Termination, herein. If Employee remains employed after the expiration of the Specified Term, and the Parties do not execute a new employment agreement, then Employee shall be employed at-will. County shall have the right to



COUNTY OF LAKE

Clerk of the Board

Courthouse-255 North Forbes St.

Lakeport, CA 95453

Telephone (707) 263-2371

BOARD OF SUPERVISORS, COUNTY OF LAKE

STATE OF CALIFORNIA

MINUTE ORDER

MEETING DATE: August 15, 2023

CLOSED SESSION AGENDA ITEM 8.2 Public Employee Appointment Pursuant to Gov. Code Section 54957(b) (1):

**Interviews for Public Health Officer
Appointment of Public Health Officer**

On motion of Supervisor Simon, and by vote of the Board, moved to appoint Noemi Doohan as Public Health Officer effective September 1, 2023 at \$290,000 annually. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

Susan Parker
Clerk of the Board

By: Johanna DeLong
Johanna DeLong
Assistant Clerk to the Board of Supervisors



extend the term of this Agreement at the time of Employee's annual performance evaluation, subject to negotiation with and acceptance by the Employee and subject to execution of a written amendment to this Agreement.

3) Compensation: In consideration for performing services as Lake County Public Health Officer, the County agrees to pay Employee a base salary of \$290,000 per annum as specified below or such higher figure as shall be agreed upon at an annual review of their compensation and performance by the Board.

Compensation shall be paid in monthly installments less required and/or requested withholdings consistent with Lake County's customary payroll practices. The Employee's base salary may only be decreased during the Specified Term as part of an across-the-board salary reduction that applies in the same manner to all County employees.

- a) Employee's performance will be reviewed annually. This review should occur no less than two months prior to the end of each year of this Agreement for the express purpose of consideration of a discretionary raise, a change in benefits, performance measures, benchmarks, and goals. Changes to compensation and/or or benefits will be determined by County in its sole and absolute discretion.

4) Benefits: In addition to the compensation specified above, Employee will receive the following benefits:

- a) Summary of employee benefits are detailed in Exhibit B.
- b) Professional Organization Membership and Continuing Education: Employee's membership fees in professional organizations, professional medical licensure fees, and fees and expenses associated with continuing education activities will be paid on the same terms as Lake County policies and procedures.

5) Licensing Requirements: Employee currently possesses a valid and unrestricted license to practice medicine in the State of California and will maintain said license during the term of this Agreement. Employee acknowledges as a condition of continued employment that Employee must be licensed to practice medicine in the state of California. Employee will notify County immediately, in writing, if their medical license is suspended, revoked, or conditioned in any way.

6) Policies and Procedures: For the term of employment under this Agreement, Employee is bound by Lake County's policies and procedures as they may be from time to time adopted, modified, or amended, including, but not limited to, the County of Lake Personnel Rules.

7) Termination:

- (a) This Agreement may be terminated at any time by mutual agreement in writing of the County and Employee.

- (b) Employee has the absolute right to terminate this Agreement unilaterally by providing the County with written notice of termination and, in that case, termination will occur on the expiration of 90 days after the date of the notice.
- (c) If, during the effective period of this Agreement, Employee violates the provisions of Paragraph 6, the County may terminate this Agreement on 30 days notice to Employee.
- (d) For cause, including without limitation Employee's failure or refusal to perform obligations under this Agreement, or the disqualification of Employee to practice medicine in the State of California under a medical license, the County may terminate this Agreement at any time on 30 days' notice to Employee. If terminated with cause, Employee shall only be paid through the end of the last worked day plus accrued benefits.
- (e) In the event of the death of Employee, the period of employment terminates on the date of death of Employee, and Employee's legal representatives will be entitled to receive Employee's compensation up to the date of death.
- (f) County may terminate this Agreement without cause upon 2-months written notice to Employee. County's sole liability to Employee upon such termination will be as follows: Employee shall receive normal compensation for the days actually worked by mutual agreement after any such notice of termination; plus an amount equal to current salary for 6 months as severance pay, less applicable withholdings; and full health benefits for 6-months following the month that includes the last day worked. No severance pay shall be made unless and until Employee executes a release of all claims in the form set out in Exhibit C attached hereto.
- i. For the purposes of continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the 6-months of paid health insurance coverage shall apply to the maximum continuation period established under COBRA.
- (g) In the event County at any time during the term of the Agreement reduces the salary or other financial benefits of PHO in a greater percentage than an applicable across-the-board reduction for other Health Services employees, PHO may, at their option, be deemed to be "terminated" without cause as of the effective date of such reduction.
- 8) Indemnification: Employee shall indemnify and defend the County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense

incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of Institution and injury to or death of County's officials, employees or agents, arising out of, or connected with this Agreement or the performance of obligations described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

9) Notice: All notices and other communications under this Agreement shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Employee: Noemi C. Doohan, M.D. Ph.D, MPH
 1535 Gamby Way
 Solvang, CA 93463

If to County: County of Lake
 Administration
 255 North Forbes Street
 Lakeport, CA 95453

10) Mediation. Each party has the right, after reasonable efforts have been made through an informal meet and confer which resulted in no solution satisfactory to the parties regarding the meaning, interpretation, or application of any provision of this Agreement, to request and require the other parties to participate in mediation, and each party agrees and consents to participate in such mediation in good faith once a party so requests and requires mediation pursuant to this provision of the Agreement. Such mediation shall be conducted by JAMS (formerly "Judicial Arbitration and Mediation Services"), or such other agreed upon mediator with similar qualifications, and shall occur within 30 days of the exercise of the right hereunder, or such other reasonable time as the parties may agree. The parties shall equally share the costs of such mediation.

11) General Provisions:

- a) Governing Law. The laws of the state of California shall govern this Agreement and the jurisdiction for all arbitration or litigation relevant to this Agreement shall be in Lake County, California.
- b) Entire Agreement; Modification. This Agreement constitutes the entire Agreement between the Parties and may only be amended by written documentation signed by both Parties.
- c) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of County's successors and assigns.

d) Severability and Waiver. If any provision(s), or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. Failure to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement will not be deemed a waiver of that term, covenant, or condition. Furthermore, no waiver or relinquishment of any right or power at any one time or times will be deemed a waiver or relinquishment of the right or power for all or any other times.

e) Public Records; Confidentiality. Pursuant to Government Code 7920.000, this Agreement may be disclosed by Lake County to public inspection and copying.

f) Employee and Lake County acknowledge to the best of their respective knowledge, information, and belief, and to the extent required by law, neither Employee nor Lake County or any of its respective employees/contractors is/are:

i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non- procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

g) Remedy for Breach. If Employee breaches any provision of this Agreement, the County may institute and prosecute proceedings in any court of competent jurisdiction to obtain damages for breach of this Agreement or for any other legal or equitable relief to which the County may be entitled at law. The prevailing party in any action to enforce or interpret the terms of this Agreement will be entitled to recover from the other party reasonable attorneys' fees, court costs, and other necessary expenses incident to the action, in addition to any other relief to which that party is entitled.

IN WITNESS WHEREOF, County and Employee have caused this Agreement to be executed on August 15, 2023.

Employee:

County:

COUNTY OF LAKE

By: Noemi Doohan MD MPH

By: Jessica Pyska
CHAIR, Board of Supervisors

EXHIBIT A
JOB DESCRIPTION



Class Code: 1-2215
FLSA: Exempt
EEO: 1
Bargaining Unit: 1
Revised: 04/2021

PUBLIC HEALTH OFFICER

DEFINITION

Under policy direction and in accordance with legal authorities and responsibilities, provides leadership and public health policy direction; protects and improves community health; responds to health issues; monitors disease trends, food safety practices, and sanitation levels in the county; serves as Registrar of Births and Deaths for Vital Records; observes and enforces orders and ordinances of the Board of Supervisors related to public health and sanitary matters; issues and/or enforces orders, quarantines, and other regulations and rules prescribed by the State Department of Public Health; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This single-position management class has responsibility for assisting with the management functions and operations of the Public Health Division of the Health Services Department. The incumbent also has the responsibility to enforce rules, regulations, orders, and ordinances related to public health. The Public Health Officer is appointed by the County Board of Supervisors, advises on health-related aspects of policies for the County, and possesses the powers, duties, and responsibilities relating to the preservation and protection of public health.

This is a discrete classification. The incumbent in this management position serves at the pleasure of his/her appointing authority, which means the employment relationship is at-will, and that the County of Lake or the employee may terminate the relationship at any time, with or without cause.

SUPERVISION RECEIVED AND EXERCISED

Reports to the Board of Supervisors. Exercises direct and general supervision over professional, technical, and/or administrative staff as assigned.

EXAMPLES OF ESSENTIAL DUTIES

Class specifications are intended to present a descriptive list of the scope of duties performed by employees in this class and are not intended to reflect all duties performed within the job.

- Develops and maintains awareness of ordinances, laws, rules, and regulations related to public health issues.
- Assesses and reports on the health status of the community, using accepted epidemiological methods.
- Acts as a medical consultant to the Board of Supervisors and the Health Services Department, helping to set priorities and establish policies on health-related matters.
- Provides leadership in public health matters for the community, assessing health risks and communicating those risks responsibly and effectively to the community.
- Ensures the effectiveness of mandated health protection functions of County government, including services related to communicable disease control, maternal and child health.

emergency services and disaster preparedness, sudden infant death, family planning, environmental health, vital statistics registrar for births and deaths, public health nursing, nutrition, and chronic diseases.

- Ensures a working relationship with a public health laboratory for services.
- Provides public health and medical expertise, a community perspective, leadership, and facilitation to public agencies and community-based organizations that impact public health and public policy.
- Develops and maintains an effective working relationship with the Health Services Director in support of service delivery.
- Advises the Health Services Director on management and administrative issues, both directly and as a member of the department's management team.
- Works in partnership with the Health Services Director regarding the development of the department's budget.
- Effectively sets and follows a budget, particularly in relation to determining priorities and resource allocations for public health programs.
- Advises the California Department of Public Health via the California Conference of Local Health Officers on the development of public health-related standards, rules, and regulations, as required by statute.
- Provides for the clinical supervision of mid-level practitioners, public health nursing staff, and vital statistic support staff via medical and public health protocol development.
- May be assigned to serve as the Health Services Director in his/her absence.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Clinical medicine and public health, including biostatistics, environmental health, maternal and child health, sudden infant death, family planning, public health laboratory services, vital statistics, public health nursing, nutrition, and chronic diseases.
- Epidemiology and disease transmission.
- Principles, practices, and methods of public health emergency preparedness.
- Principles, methods, practices, and current trends in general and public health programs.
- Community aspects of public health, including community resources and demography and their relationship to the development and operation of public programs and services.
- Federal, state, and local laws and regulations governing communicable diseases, public health, and disabling conditions.
- Environmental, sociological, and psychological problems related to public health programs.
- Child growth and development.
- Program development, monitoring, and evaluation.
- Principles, practices, and techniques of public health administration.
- Budget development and fiscal controls.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.

- Unique psycho, social, and cultural issues encountered in a rural health program.
- Customer service principles and techniques.
- Written and oral communications skills.
- Proper English spelling, grammar, and punctuation.
- Computers and software programs (e.g., Microsoft software applications) to conduct research, assess information, and/or prepare documentation.
- Principles and techniques for working with groups and fostering effective team interaction.

Ability to:

- Plan, organize, manage, and administer Public Health programs and services.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Develop, organize, analyze, and interpret statistical data.
- Assist with the development and administration of budget and control expenditures.
- Develop and maintain effective public relations with clients, staff, community groups, and other government organizations.
- Develop, maintain, and prepare public health statistics, records, and required reports.
- Communicate clearly and concisely, both orally and in writing.
- Effectively represent the Public Health Department in contacts with the public, community organizations, and other government agencies.
- Convert complex and technical medical terminology and concepts into easily understood written documents and forms that are accessible and useful for both professional staff and laypersons.
- Develop and maintain cooperative relationships with community organizations, other County departments, and other government agencies to accomplish goals through others.
- Regularly work well under pressure, meeting critical deadlines.
- Utilize a computer, relevant software applications, and/or other equipment as assigned to perform a variety of work tasks.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Licensing and Certifications:

Possession of, or ability to obtain, an appropriate valid California Driver's License.

Possession of a valid unrestricted Physician's and Surgeon's license issued by the California Medical Board.

OR

Possession of a valid, unrestricted Doctor of Osteopathy license issued by Osteopathic Medical Board of California.

Must be eligible for State Skilled Professional Medical Personnel (SPMP) classification as defined by 42 CFR PART 432.

Applicants who are eligible for a license to practice medicine and surgery in the State of California, but who do not currently have a California license may be considered, however, must obtain the license before the date of hire.

Education and Experience:

Graduation from a medical college of good standing and repute, per California Health and Safety Code Section 101005.

Three (3) years of full-time experience as a licensed physician.

OR

Two (2) years of full-time experience as a licensed physician in a public health agency.

A graduate degree in public health is preferred.

Certification or eligibility for certification in any of the following medical specialties, such as preventive medicine/public health, family practice, pediatrics, obstetrics/gynecology, or internal medicine is preferred.

WORKING CONDITIONS, ADA, AND OTHER REQUIREMENTS

The County of Lake is an equal opportunity employer and will comply with its obligations under the law to provide equal employment opportunities to qualified individuals with disabilities. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Incumbents generally work partially in an office environment with moderate noise levels and controlled temperature conditions and partially in the field. As such, incumbents may have occasional exposure to loud noise levels, cold and hot temperatures, inclement weather conditions, and direct exposure to hazardous physical conditions. Incumbents may also be subject to clients or members of the public afflicted with behavioral disorders or who are under emotionally stressful conditions.

Positions in this class typically require: sitting, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Light Work: Exerting up to 25 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for light work.

A successful candidate will be required to submit to and pass a background check prior to the appointment. Depending upon the position and/or assigned department, the background check may include but is not limited to civil and criminal history check, reference check, Live Scan, and/or credit check (as allowed under state law).

Disaster Service Workers: As members of the County of Lake Emergency Services Organization, all Lake County employees are designated as Disaster Service Workers during a proclaimed emergency and may be required to perform certain emergency services at the direction of the department and / or County.

The contents of this class specification shall not be construed to constitute any expressed or implied warranty or guarantee, nor shall it constitute a contract of employment. The County of Lake assumes no responsibility beyond the general accuracy of the document, nor does it assume responsibility for any errors or omissions in the information contained herein. The contents of this specification may be modified or revoked without notice. Terms and conditions of employment are determined through a "meet and confer" process and are subject to the Memorandum of Understanding currently in effect.