



**AGREEMENT FOR HEALTH OFFICER SERVICES BETWEEN THE CITY OF FARGO
AND TIM MAHONEY, MD**

ADMINISTRATION

TERM: 09/01/2026 TO 07/31/2031 · Page 1 of 4

THIS AGREEMENT, effective the first of September 2026, by and between the CITY OF FARGO, a North Dakota municipal corporation ("City"); and Dr. Tim Mahoney ("Physician"). It is hereby agreed by and between the parties hereto as follows:

A. Term of Agreement: The parties agree that Dr. Tim Mahoney shall provide the Health Officer services for a period of five years with the agreement commencing September 1, 2026. The total term of the contract will not exceed five (5) years and if the health officer vacates before the end of the 5-year term, a successor will be appointed to complete the term.

B. Health Officer Services to be provided: The Physician serves as the Health Officer for Fargo Cass Public Health by enforcing the public health laws, regulations, and ordinances within Fargo and Cass County relating to preservation of life and health of individuals. The health officer may recommend, advise and provide guidance to the Board of Health and Fargo Cass Public Health Department for the provision of essential public health services and functions. The services to be provided will consist of consultation to professional staff and available on call consultation when needed by the health department management staff including, but not necessarily limited to:

1. All duties and responsibilities as stated in North Dakota Century Code§ 23-35-12(2):
 - a. Shall keep a record of the official acts of the local health officer.
 - b. Shall enforce every law and rule relating to preservation of life and health of individuals.
 - c. May exercise the powers and duties of the board of health under the supervision of the board of health.
 - d. May make sanitary inspections of any place within the jurisdiction in which the local health officer finds a probability of a health-threatening condition exists.
 - e. May investigate public water and ice supplies suspected of contamination and initiate necessary condemnation proceedings.
 - f. May enforce school cleanliness; inspect any school that may be overcrowded, poorly ventilated, or unsanitary; and, when necessary, report cases of any unsanitary or unsafe school building to the board of health for investigation.
 - g. May take any action necessary for the protection of public health and safety.
 - h. May determine when confinement and decontamination is necessary for the safety of the public. The local health officer may establish confinements consistent with procedures provided under chapter 23-07.6 and perform any acts required for decontamination when necessary.
 - i. Shall maintain an office within the jurisdiction of the public health unit consistent with any terms of appointment.
 - j. May select and discharge any assistant health officer in the public health unit, consistent with any terms of appointment."

North Dakota Century Code§ 23-35-12(2)



**AGREEMENT FOR HEALTH OFFICER SERVICES BETWEEN THE CITY OF FARGO
AND TIM MAHONEY, MD**

ADMINISTRATION

TERM: 09/01/2026 TO 07/31/2031 · Page 2 of 4

2. Reviewing and supporting necessary standing orders for FCPH.
 - a) Standing orders are written by the Directors/Managers of the departments for the Physician to review and sign annually.
3. Monitoring disease outbreaks locally/nationally/globally. Working with other agencies to control the spread of disease locally. Serving as a liaison with NDHHS Disease Control.
4. Provide Public Health education through community forums.
5. Work collaboratively with the management team at FCPH, including attending any divisional meetings that are requested. There will also be a minimum of a one-hour meeting with the Director of Public Health once a month. Attendance can be in-person or virtual.
6. Attend all Board of Health meetings as scheduled and at least quarterly submit to the Board of Health a report summarizing the activities performed by the Health Officer. (City of Fargo Ord. 13-0211C).
7. Signing needed prescriptions.
8. Review and approve medical policies for Fargo Cass Public Health.
9. Clinical consultant for laboratory services.

C. Reimbursement: Physician shall be paid for services rendered under this Agreement at the rate of \$3,200 per month (requiring approximately four (4) hours a week) in office or remote. If the Physician is requested to conduct a media interview (defined as a discussion between a journalist or media representative and the Physician representing Fargo Cass Public Health, for the purpose of publicizing information, creating interest, or building awareness, whether pre-recorded or live) with the request coming from an external source, relating to public health or disease, the Physician will submit an invoice for reimbursement being compensated at a rate of \$173.00 per media event. To be eligible for reimbursement, the Physician shall obtain approval from FCPH before conducting any media interview. All invoices will include RFP number RFP26212. There will be an annual \$200 a month increase in salary on the anniversary of the initial contract. Any other changes in compensation must be by written agreement, signed by both parties. All invoices will be paid by mail within 30 days after receipt of the invoice.

D. Termination: This Agreement may be terminated by either party upon the giving of thirty - (30) day written notice. In addition, the Health Officer may be removed for cause (NDCC 23-35-12(1)).

E. Confidentiality: Physician agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

F. Title X Compliance: It is understood and agreed that Physician shall comply and adhere to all the Title X. C.F.R. regulations and guidelines.



**AGREEMENT FOR HEALTH OFFICER SERVICES BETWEEN THE CITY OF FARGO
AND TIM MAHONEY, MD**

ADMINISTRATION

TERM: 09/01/2026 TO 07/31/2031 · Page 3 of 4

- G. Vaccines for Children (VFC) and Vaccines for Adults (VFA) Program Compliance:** It is understood and agreed that Physician shall comply and adhere to all the VFC and VFA program requirements.
- H. Independent Contractor:** It is understood and agreed that the relationship created by this Agreement shall be that of Independent Contractor. Physician shall not be deemed to be an employee of the City of Fargo for any other purpose. In this regard, Physician shall provide her own malpractice insurance.
- I. Liability Insurance:** It is understood that a health officer is covered by the City of Fargo liability insurance as long as they are operating in their scope of duties as a health officer.
- J. Local Public Health Unit Compliance:** It is understood and agreed that Physician shall adhere to North Dakota Century Code, Chapter 23-35, as it relates to local public health units.
- L. License to Practice Effective:** The Health Officer must be a Physician licensed to practice medicine in the State of North Dakota (ND Century Code, Chapter 23-35-12(1)). Physician shall advise City of any claims made or license admonishments, suspensions or revocation proceedings. If at any time Physician's medical license is not effective, Physician agrees to reimburse City for any monies paid for the period Physician was unable to provide the necessary services as identified in this Agreement.
- M. Written Amendments:** Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- N. Choice of Law:** North Dakota law shall apply to the terms of this Agreement, and any disputes shall be venued in Cass County, North Dakota. The parties waive any objection to personal jurisdiction.
- O. Severability:** If any term of this Agreement is determined by a court of law to be ineffective or void, the remaining terms shall remain in full force and effect.
- P. Assignment:** This Agreement shall not be assigned by either party without the express written consent of the other party.



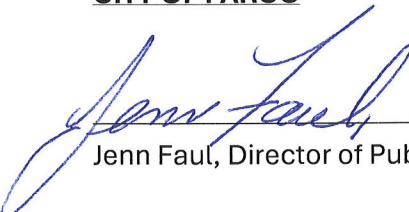
**AGREEMENT FOR HEALTH OFFICER SERVICES BETWEEN THE CITY OF FARGO
AND TIM MAHONEY, MD**

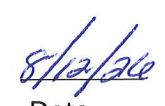
ADMINISTRATION

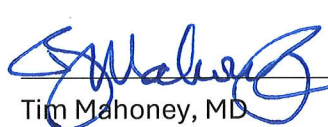
TERM: 09/01/2026 TO 07/31/2031 · Page 4 of 4

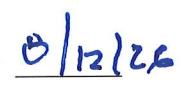
CITY OF FARGO

PHYSICIAN


Jenn Faul, Director of Public Health


Date


Tim Mahoney, MD


Date

Joshua A. Boschee, Mayor, City of Fargo

Date

ATTEST:

Angie Bear, Deputy City Auditor,
on behalf of City Auditor