



Contract Number

SAP Number

Public Health

Department Contract Representative Telephone Number Michael Shin, DPH Contracts
(909) 832-0807

Contractor Contractor Representative Telephone Number Dr. Itzel Vizcarra, DVM

Contract Term May 21, 2024 through May 20, 2027
Original Contract Amount \$137.50 per hour

Amendment Amount _____
Total Contract Amount _____
Cost Center AC: 9300261000
Zoo: 6200005282/84800

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County, hereinafter called the County, desires to obtain the services of Contractor under the terms and conditions set forth in this Contract, and

WHEREAS, County finds Dr. Itzel Vizcarra, hereinafter referred to as Contractor, has the skills and knowledge necessary to provide services for the County; and

WHEREAS, Contractor has the skills, knowledge, experience and professional credentials necessary to provide services for the County:

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

TABLE OF CONTENTS

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR 3

II. CONFLICT OF INTEREST 5

III. TERM 5

IV. COMPENSATION OF CONTRACTOR..... 5

V. GENERAL PROVISIONS RELATING TO CONTRACTOR 8

VI. CONCLUSION..... 9

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Public Health Veterinarian – with the Department of Public Health (DPH) and assigned to support other County animal facilities (i.e., Devore Animal Shelter, Big Bear Alpine Zoo (ZOO), etc). Contractor shall perform a broad range of duties, including, but not limited to, the following:

- A. Contractor is expected to provide comprehensive veterinarian services, for a minimum of eight (8) hours per week as assigned by the Appointing Authority or designee.
- B. Contractor shall adhere to a monthly per diem schedule. The Contractor shall create and provide a work schedule to the Appointing Authority or designee at least thirty (30) days prior to the month of service. After submission of the proposed schedule, any changes and updates must be coordinated with the Appointing Authority or designee. Schedule changes can be made verbally, but must be followed up with written notification, within 24 hours of the request, confirming the requested change.
- C. Contractor shall provide veterinary services such as, but not limited to, spay and neuter surgical procedures, diagnosing illnesses and injuries in animals, developing treatment plans, prescribing and/or administering medications, performing other surgical procedures when necessary, and implementing disease prevention measures. When assigned to the Zoo, medical services will be provided to a diverse range of exotic species, to include preventative care and best practices for animal welfare in a zoo setting.
- D. Contractor will be required to provide medical supervision of mid-level veterinarian providers (Veterinary Technicians and/or Veterinary Assistants) and clinical oversight during their per diem shift.
- E. Contractor will be required to provide temporary coverage for any scheduled and/or unscheduled mid-level veterinarian provider absences during scheduled per diem shift.
- F. Contractor shall be licensed in the State of California and remain in good standing with the Veterinary Medical Board (VMB) as a Veterinarian.
- G. Contractor shall acquire and maintain a Category II accreditation (i.e., all animals) with the U.S. Department of Agriculture to provide services at the Zoo.
- H. Contractor shall acquire and maintain individual Drug Enforcement Administration certifications to provide services at both DPH Animal Care and the Zoo.
- I. Contractor shall ensure coordination of veterinary services, as applicable, with other contracted veterinary clinics and/or practitioners.
- J. Contractor shall ensure compliance with the policies and procedures applicable to animal care services specific to each type of facility. This includes, but is not limited to, Federal and State laws and regulations, San Bernardino County policies, procedures and county code, regulatory policies related to USDA regulations and policies, California Fish and Wildlife regulations, and US Fish and Wildlife regulations specifically related to the management and permitting of exotic and/or restricted species.
- K. Contractor shall adhere to all County established protocols, procedures, and standard practices related to the acquisition, disposition, reporting, storage, and use of controlled substances ensuring compliance with all relevant federal, state, and local laws and regulations.
- L. Contractor shall assist in developing and implementing policies, procedures, and practice guidelines for veterinarian services to be in compliance with State and Federal regulatory statutes.

- M. Contractor provide and adhere to current evidence-based clinical guidance, standards of care, and standards of practice in the provision of veterinarian and animal medical care services in compliance with state and managed care entities.
- N. Contractor shall maintain medical records pertaining to animal care and treatment using the facility designated case management system. The contractor shall prepare and maintain complete and accurate medical records, in accordance with mandated requirements for documentation, timeliness and completeness, which includes, but is not limited to, examination notes, diagnostic test results, treatment plans, medication administration records, surgical procedures, and post-operative care.
- O. Contractor may be required participate in continuous Quality Improvement/Quality Assurance (QI/QA) activities as identified by the Department.
- P. Contractor may be required to participate in pertinent trainings and meetings as required by the Department.
- Q. Contractor may be required to assist the Department with inspections, investigations, and onsite surveys conducted by governmental agencies or accrediting organizations.
- R. Contractor may be required to appear in any legal proceedings on behalf of the County, where the need for such appearances arises out of the Contractor's work with the County without any additional compensation.
- S. Contractor agrees that no part of the County premises shall be used as an office for private practice or delivery of care for non-County animal related services.

II. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County's Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment, providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

III. TERM

This Contract shall be effective May 21, 2024 and shall remain in effect through May 20, 2027, subject to the termination provisions below. The Director of Public Health is authorized to execute an amendment to the Contract to extend the term of this Contract for a maximum of two (2) successive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this paragraph.

IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, Contractor shall be considered a Contract employee in the County's Unclassified Service. Contractor shall receive only the benefits and compensation specifically

set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment Contract of Contractor.

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$137.50 per hour. Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract.

B. OVERTIME

Overtime shall be defined as all hours actually worked in excess of eighty (80) hours per pay period. Any employee authorized by the appointing authority or authorized representative to work overtime shall be compensated at straight time at the employee's base rate of pay. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes.

C. LEAVE PROVISIONS

The Contractor shall be eligible for paid sick leave in the amount of 40 hours per year accrued at 1.539 hours per pay period. Contractor shall be eligible to use paid sick leave after working 32 hours.

D. MEDICAL AND DENTAL COVERAGE

If eligible, Contractor may elect to participate in the County medical plan. No premium subsidy will be provided.

E. ACCIDENTAL DEATH AND DISMEMBERMENT

Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance at the Contractor's expense.

F. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the San Bernardino County Exempt Group Working Conditions Ordinance.

G. RETIREMENT PLAN

If Contractor is regularly scheduled for and regularly works a minimum of 40 hours per pay period, Contractor shall participate in the County's general retirement system, i.e., San Bernardino County Employees Retirement Association (SBCERA), during the term of this contract pursuant to the Exempt Group Working Conditions Ordinance as modified by, and in accordance with, the applicable terms of the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.).

If Contractor regularly works less than 40 hours per pay period, or otherwise does not meet the definition of a member of the retirement system, and is not a participant in the County's 401(k) plan, Contractor shall be provided the option to instead participate in the County's PST Deferred Compensation Retirement Plan.

If Contractor is first hired at age 60 or over, Contractor may choose not to become a member of the SBCERA at the time of hire, pursuant to the terms and conditions San Bernardino County Exempt Group Working Conditions Ordinance. If Contractor chooses not to become a member of SBCERA, Contractor shall be enrolled in the County's 401(k) plan pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance.

H. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

I. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Exempt Unit.

J. **BENEFITS UPON TERMINATION OF CONTRACT**

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Administrative, Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick Leave shall be forfeited.

Contractor to Regular County Employment

In the event this Contract is terminated because Contractor is appointed to a regular County position without a break in service, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular County position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over shall be distributed as outlined in "Contractor Separated from County Service" above.

Contractor to New Contract Position

In the event the Contractor accepts another Contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service" above.

K. **TUITION REIMBURSEMENT AND MEMBERSHIP DUES**

Contractor shall be eligible to receive Tuition Reimbursement and Membership as offered to employees in the Exempt Unit.

V. **GENERAL PROVISIONS RELATING TO CONTRACTOR**

A. **TOUR OF DUTY**

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the Appointing Authority, or designee. The Appointing Authority, or designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. In the performance of his duties under this Contract/contractor shall be required to work hours as necessary to carry out the duties specified in this Contract under the direction of the Appointing Authority, and such hours may be varied so long as the work requirements and efficient operation of the County are assured.

B. **CLASSIFICATION**

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only

to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and the Department's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

C. WORKERS' COMPENSATION AND LIABILITY COVERAGES

Contractor shall be covered by the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County's Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

D. USE OF PRIVATE VEHICLE

If the services to be performed under this Contract require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of duties under this Contract.

Contractor agrees to allow the County to obtain a Department of Motor Vehicles report of Contractor's driving record.

In order for Contractor to be able to use a private vehicle during the performance of duties under this Contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section III above.

E. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to and successfully complete a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness before employment commences. This provision is satisfied if Contractor is a current employee or Contractor who previously met the requirements of this provision.

F. LICENSURE

Maintain professional license to practice veterinary medicine in the State of California, and immediately notify the Appointing Authority or designee if the license is denied, suspended, restricted, terminated, revoked, or relinquished for any reason, whether voluntarily or involuntarily.

G. DIRECT DEPOSIT

Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

H. TRAVEL

Contractor shall adhere to the County's Travel Management Policy (8-02) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

I. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

VI. CONCLUSION

- A. This Contract, consisting of eight (8) pages, is the full and complete document describing services regarding the Contractors rights and obligations of the parties, including all covenants, conditions, and benefits.
- B. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

SAN BERNARDINO COUNTY

►

 Dawn Rowe, Chair, Board of Supervisors

Dated: _____
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

By _____
 Deputy

By ► _____
 (Authorized signature - sign in blue ink)

Name Itzel Vizcarra
 (Print or type name of person signing contract)

Title Public Health Veterinarian
 (Print or Type)

Dated: _____

Address 451 E Vanderbilt Ave
San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form
 ►
 Richard Luczak, Deputy County Counsel
 Date _____

Reviewed for Contract Compliance
 ►
 Date _____

Reviewed/Approved by Department
 ►
 Joshua Dugas, Director of Public Health
 Date _____