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Contract Number

24-084

SAP Number

Department of Public Health

Department Contract Representative	Rebecca Saucedo
Telephone Number	(909) 725-5426
Contractor	Charles Sims
Contractor Representative	N/A
Telephone Number	(909) 362-9200
Contract Term	November 1, 2024 through October 31, 2027
Original Contract Amount	\$67.17 per hour
Amendment Amount	\$0
Total Contract Amount	\$67.17 per hour
Cost Center	9309051000
Grant Number (if applicable)	N/A

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 Charles Sims, hereinafter referred to as Contractor, has the skills and knowledge necessary to provide Public Health Physician Assistant 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:

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Physician Assistant with the Department of Public Health (DPH). Contractor shall work cooperatively with the staff of DPH under the direction of the Health Officer and the Chief Medical Officer (CMO) for the Federally Qualified Health Centers (FQHC) performing a broad range of duties, including, but not limited to, the following:

- A. Perform health screenings and medical evaluations in specialized field of public health medicine as required for patients and clientele of DPH.
- B. Examine, diagnose, and prescribe treatment for patients and review their care as prescribed by the CMO or authorized designee.
- C. Accept assignments to specific health centers/clinics, including, but not limited to, the West Valley Detention Center, such assignments to be designated by the CMO or an authorized designee.
- D. Provide specialized services for HIV clients in the County.
- E. Act and work within the scope of a Physician Assistant at the specific health centers/clinics assigned.
- F. Operate such health centers/clinics in accordance with the specific operating policies and procedures established by DPH.
- G. Document accurately and timely in the Electronic Medical Record (EMR), including updates for medications, problems, and allergies for Form Compliance.
- H. Provide direct patient care including patient assessment and education, screening and diagnosis, treatment and interventions, referrals and follow-up per standardized procedures, protocols and guidelines.
- I. Consult with physicians and other paramedical disciplines if authorized by law, regulation, and County policy, including, but not limited to, HIPAA and the Confidentiality of Medical Information Act (CMIA) regarding the care and treatment of patients including, but not limited to, medical and diagnostic work performed.
- J. Perform such other duties as may be assigned by the DPH Director or an authorized designee.
- K. The responsibilities and duties of the Contractor shall include any appearances 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 under the contract, without any additional compensation other than that provided for elsewhere in this agreement, if authorized by law, regulation, and County policy, including, but not limited to, HIPAA and CMIA.
- L. Engage in medical education opportunities to maintain core and specialty competencies.
- M. Requests for time off shall be given to the CMO or an authorized designee as early as possible and always prior to the time of absence, except when dire emergencies arise.

- N. Perform other special projects and duties as assigned.
- O. Provide vacation coverage and temporary relief as required.
- P. Travel throughout the County as required.

II. CONDITIONS OF EMPLOYMENT

- A. Contractor shall possess and maintain, in active status, the following:
 - 1. Physician Assistant license issued by the State of California.
 - 2. National Provider Identifier (NPI) mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 - 3. Drug Enforcement Administration (DEA) controlled substance license issued by the U.S. Department of Justice.
 - 4. American Heart Association Provider Level Basic Life Support Certification.
 - 5. Able to maintain the proper credentialing and background check required for the provision of services, as required by FQHC designated Health Centers.
 - 6. Participate in any/all required training offered by DPH and the Clinic Operations Section, which includes Electronic Medical Record (EMR), training.
 - 7. Participate in all managed care programs sponsored by or approved by DPH.
- B. Contractor will be under the professional and administrative supervision of the CMO or an authorized designee.
- C. Engage in appropriate service-level practice to ensure regulatory requirements, in accordance with local, state, and federal laws.
- D. Provide and adhere to current evidence-based clinical guidelines, standards of care, standard of practice in the provision of health center services.
- E. Respond to requests and requirements that deal with credentialing in a timely manner.
- F. Participate in continuous quality improvement/quality assurance, peer reviews, and chart audit activities based on identified Health Resources & Service Administration (HRSA) performance measures, as part of an assessment of clinical care.
- G. Contractor shall not bring personal electronic tools to document or dictate proprietary all patient information and shall comply with all applicable laws, regulations, and policies, including, but not limited to, HIPAA and CMIA. This includes adherence to applicable County policies and procedures, Federally Qualified Health Center (FQHC) requirements, and complete any and all required training, including, but not limited, to HIPPA training.
- H. Ensure compliance with mandated requirements, such as complying with DPH's Health Information Management Policy, in which all patients' medical records are expected to be completed and signed within 72 working hours of the patients discharge from the health center/clinic.
- I. The CMO or an authorized designee will determine the number of hours per week that the Contractor will render services to DPH.

- J. This contract does not preclude the Contractor from treating private patients outside of the County premises, provided the Contractor does not allow private patients to interfere with the orderly and prompt treatment of DPH patients.
- K. Contractor will timely complete all County provided training, including, but not limited to, HIPAA training and successfully pass any exam as may be required. Failure to take training or pass the exam could result in Contractor not being scheduled to perform work under this contract.

III. 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.

IV. TERM

This Contract shall be effective November 1, 2024 and shall remain in effect through October 31, 2027, subject to the termination provisions below. The Director of Public Health is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of three 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.

V. 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 \$67.17 per hour, which is equivalent to Step 16 of Range 72C of the current salary schedule for employees in the Professional Unit. Contractor shall not exceed 40 hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% at the beginning of the pay period following each completion of 1,040 service hours, up to the top step of the range, based on a meets standards work performance evaluation.

Contractor shall be eligible to receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Professional Unit.

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 is defined as all hours actually worked in excess of eighty (80) hours a pay period. For purposes of defining overtime, paid leave time, excluding sick leave and time spent attending conferences and training programs, shall be considered as time actually worked. If Contractor is authorized in writing by the CMO, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at Contractor's base rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the Director of Public Health or designee, Contractor may accrue compensating time off at base rate. Cash payment at Contractor's base rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of this contract.

C. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Professional Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, Vacation and Witness Leave.

Refer to Item P in this Section for processing of leave balances upon termination of this Contract.

D. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical and dental plan premiums charged to Contractor pursuant to the terms and conditions for employees in the Professional Unit. The applicable MPS shall be paid directly to the provider of the County-sponsored medical plan in which the eligible Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost).

Contractor shall not receive Flex Dollars if Contractor chooses to "opt-out" or "waive" from the County-sponsored health plans.

E. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee-only coverage) if Contractor is in paid status and in a position scheduled for at least forty-one (41) hours per pay period.

F. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the Professional Unit. County-paid life insurance will become effective and continue for each pay period in which Contractor is in paid status. For pay periods in which Contractor is not in paid status, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

G. ACCIDENTAL DEATH AND DISMEMBERMENT

Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the

County to employees in the Professional Unit.

H. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Professional Unit.

I. RETIREMENT PLAN

If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County's general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees' Retirement Association.

J. RETIREMENT MEDICAL TRUST ("Tryst")

Upon termination of this Contract, Contractor shall be eligible to convert the cash value of unused Sick Leave to the Trust in the same manner and amount as employees in the Professional Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Refer to Item P in this section for processing of unused Sick Leave balances upon termination of this Contract.

K. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan in the same manner as employees in the Professional Unit and per the Plan Document. Contractor shall not receive County match contributions with respect to participation in such plan.

L. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

Contractor shall be eligible to participate in the County's DCAP and FSA Plans in the same manner as employees in the Professional Unit and per the plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

M. 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.

N. SHORT TERM DISABILITY

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

O. SERVICE AND EFFECT ON BENEFITS

Contractor was a County contract employee immediately prior to entering into this contract, without separation from County employment. Execution of this contract shall not result in separation in County employment for purposes of determining eligibility for level of benefits including, but not limited to, health benefits, leave accrual rates, and retirement benefits. Thus, Contractor's rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this

Contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick leave balances. Contractor's retirement contribution rate is based on the date Contractor began participating in the County's general employee retirement system.

P. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused 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 in the same manner and amount as employees in the Professional Unit, 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 retain their date of hire for purposes of calculating benefits. This date of hire will establish 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.

VI. **GENERAL PROVISIONS RELATING TO CONTRACTOR**

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the Director, or his/her designee. The Director, or his/her 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. Contractor shall not work more than forty (40) hours per workweek without prior approval from the Director, or his/her designee. The Director shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor's actual time worked does not exceed eighty (80) hours within any given pay period.

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 Department's standards of employee conduct, including all applicable laws, 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 all applicable licenses to provide the services described in this Contract, including, but not limited to, a professional license to practice medicine in the State of California, and immediately notify the Health Officer and Director if any license, including, but not limited to, the professional license to practice medicine, 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.

VII. CONCLUSION

This Contract, consisting of 11 pages, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions, and benefits.

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

▶ Dawn Rowe, Chair, Board of Supervisors

Dated: OCT 22 2024

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
Deputy

By

[Signature]



By ▶ *Charles Sims*

(Authorized signature - sign in blue ink)

Name Charles Sims

(Print or type name of person signing contract)

Title Physician Assistant

(Print or Type)

Dated: 10/09/2024

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ *[Signature]*
Scott Runyan (Oct 9, 2024 15:51 PDT)

Scott Runyan, Principal Assistant County Counsel

Date 10/09/2024

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

▶ *[Signature]*
Joshua Dugas (Oct 9, 2024 15:56 PDT)

Joshua Dugas, Director of Public Health

Date 10/09/2024