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Contract Number

24-819

SAP Number

Department of Public Health

Department Contract Representative	Rebecca Saucedo
Telephone Number	(909) 725-5426
Contractor	Dr. Naomi Chow, D.V.M
Contractor Representative	N/A
Telephone Number	(310) 948-0981
Contract Term	September 21, 2024 through September 20, 2027
Original Contract Amount	\$290,222 annually
Amendment Amount	\$0
Total Contract Amount	\$290,222 annually
Cost Center	9300261000
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 Dr. Naomi Chow, D.V.M 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:

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a **Public Health Veterinarian** – with the Department of Public Health (DPH). 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 forty (40) hours per week at San Bernardino County animal facilities, including the Big Bear Alpine Zoo and the Mobile Veterinary Clinic, which while stationary will be parked at:

Devore Animal Shelter
19777 Shelter Way
San Bernardino, CA 92407

**Mobile Unit will travel to various work locations as needed.*

- B. Create and adhere to a monthly per diem schedule provided at least thirty (30) days prior to the month of service to DPH Animal Care Division leadership. Any changes and updates must be coordinated with DPH Animal Care Division leadership. Any/all notifications regarding schedule changes can be in a verbal format, but must be followed up with written notification, within 24 hours of request, confirming the request change.
- C. Have at least one (1) year of experience providing veterinary services. This includes conducting 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.
- D. Contractor will be required to provide medical supervision of mid-level veterinarian providers (Veterinary Technicians and/or Veterinary Assistants) and clinical oversight.
- 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. Be licensed in the State of California and in good standing with the Veterinary Medical Board (VMB). Maintain professional license to practice veterinarian medicine in the State of California.
- G. Ensure coordination of veterinary services, as applicable, with other contracted veterinary clinics and/or practitioners.
- H. Ensure compliance with the policies and procedures applicable to the provision of veterinary services, including all relevant Federal and State laws and regulations, in addition to all of San Bernardino County policies, procedures, county code, and standard practices.
- I. Assist in developing and implementing policies, procedures, and practice guidelines for veterinarian services to be in compliance with State and Federal regulatory statutes.
- J. Provide and adhere to current evidence-based clinical guidance, standards of care, and standards of practice in the provision of veterinarian services in compliance with state and managed care entities.
- K. Maintain records of veterinary medical care using the Chameleon and/or other associated system(s) used for documentation within the DPH Animal Care division. The contractor shall prepare and maintain complete and accurate medical records, in accordance with mandated requirements for documentation, timeliness and completeness, for animals seen at the SBC Veterinary Mobile Unit.

- L. Participate in continuous Quality Improvement/Quality Assurance (QI/QA) activities as identified by Animal Care or Public Health leadership.
- M. Participate in pertinent trainings and meetings as required by DPH Animal Care.
- N. Assist DPH management with preparation for and conduct of any inspections, investigations, and onsite surveys of the Veterinary Mobile Unit conducted by governmental agencies or accrediting organizations.
- O. 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.
- P. Agree that no part of the County premises shall be used as an office for private practice or delivery of care for non-DPH 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 September 21, 2024 and shall remain in effect through September 20, 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 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 \$98.93 per hour, which is equivalent to Step 16 of Range 87C, of the current Exempt salary schedule. Contractor shall be eligible to receive step increases pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Contractor shall receive salary adjustments, ATBs, and other approved incentives in the same manner, as provided to the County's Exempt employees, however, Contractor is also subject to any economic reductions imposed on the County's Exempt employees.

Payment for such services shall be made on a bi-weekly basis on the same reporting system and payroll schedule as County Exempt Employees. Contractor does not gain probationary or regular status during the term of this contract. All currently accrued service hours toward a step increase will be reset with the execution of this Contract.

B. OVERTIME

Contractor is in a position not covered by the Fair Labor Standards Act (FLSA) and is not eligible to receive overtime compensation under the FLSA.

C. LEAVE PROVISIONS

Contractor shall receive and utilize all leaves pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Refer to Item R 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 plan premiums charged to Contractor pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

E. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay the premiums for vision care insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

F. LIFE INSURANCE

Contractor shall be eligible for life insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

G. 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.

H. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

I. RETIREMENT PLAN

Contractor shall participate in the County's general employee retirement system, i.e., San Bernardino County Employee Retirement Association (SBCERA), during the term of this Contract pursuant to the terms and conditions set forth in the San Bernardino County 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 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 of the 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.

J. RETIREMENT MEDICAL TRUST ("Trust")

Upon meeting eligibility requirements, Contractor shall participate in the Trust during the term of this Contract pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

K. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 401(k) and 457(b) Salary Savings Plans pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

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 and receive any applicable County contributions to the FSA Plan pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

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. OTHER BENEFITS

Contractor shall be eligible for all available benefits as set forth in the San Bernardino County Exempt Group Working Conditions Ordinance at a level for employees in Exempt Group C.

O. SHORT TERM DISABILITY

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

P. LONG-TERM DISABILITY

Contractor shall be eligible to receive Long-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Q. SERVICE AND EFFECT ON BENEFITS

If 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.

R. 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.

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 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 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. 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.

G. 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.

H. 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 nine (9) 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*

Dawn Rowe, Chair, Board of Supervisors

SEP 10 2024

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 _____



By *Naomi Chow*
► Naomi Chow (Aug 29, 2024 09:36 PDT)
(Authorized signature - sign in blue ink)

Name Dr. Naomi Chow, D.V.M
(Print or type name of person signing contract)

Title Public Health Veterinarian
(Print or Type)

Dated: 08/29/2024

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Richard Luczak*
► Richard Luczak (Aug 29, 2024 08:51 PDT)

Richard Luczak, Deputy County Counsel

Date 08/29/2024

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► *Joshua Dugas*
► Joshua Dugas (Aug 29, 2024 09:11 PDT)

Joshua Dugas, Director of Public Health

Date 08/29/2024