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COUNTY USE ONLY



Contract Number

SAP Number

Department of Public Health

Department Contract Representative	<u>Samantha Padilla</u>
Telephone Number	<u>(909) 677-3929</u>
Contractor	<u>Sukalpa John Dutta, M.D.</u>
Contractor Representative	<u>Sukalpa John Dutta, M.D.</u>
Telephone Number	
Contract Term	<u>June 28, 2025 through June 27, 2028</u>
Original Contract Amount	<u>\$175.00 per hour</u>
Amendment Amount	<u>\$0</u>
Total Contract Amount	<u>Estimated \$436,800 (\$145,600 Annually)</u>
Cost Center	
Grant Number (if applicable)	<u>N/A</u>

IT IS HEREBY AGREED AS FOLLOWS:

This CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Sukalpa John Dutta, M.D., hereinafter called Contractor.

WHEREAS, County desires to obtain the services of the Contractor under the terms and conditions set forth in this Contract; and

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

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 Physician for a minimum of 16 hours per week – with the Department of Public Health (DPH). The Appointing Authority is the Director of Public Health (Director) or designee. Contractor shall perform a broad range of duties, including, but not limited to, the following:

- A. Contractor is expected to provide comprehensive health care services, as assigned by the Appointing Authority or designee at San Bernardino County's Mobile Medical Clinic and may be assigned to work at one of the Federally Qualified Health Centers (FQHC) in Adelanto, Hesperia, San Bernardino, and Ontario as needed;
- 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 submitted by Contractor to and approved by the Appointing Authority or designee. Schedule changes can be made verbally to the Appointing Authority or designee, but must be followed up with written notification, within 24 hours of the request, confirming the requested change;
- C. In no event shall Contractor work forty (40) hours or more per pay period.
- D. Contractor will be required to provide temporary coverage for any scheduled and/or unscheduled DPH physician absences during scheduled per diem shift;
- E. Examine and screen patients upon admission to treatment programs to demonstrate state of physical health;
- F. Consult with physicians in the community and members of other agencies or health related entities regarding public health specialty programs;
- G. Act as the primary consultant to staff regarding the medical aspects of the public health specialty program; examine, diagnose and prescribe treatment to patients and review their care as prescribed by Public Health Officer/Designee;
- H. Perform such other duties and other special projects as may be assigned by the Public Health Officer/Designee;
- I. Act in accordance with federal and state laws and regulations, as well as in accordance County policies and procedures and specific operating policies and procedures established by DPH;
- J. Utilize the DPH electronic health record system (Athena Practice Solution) to provide accurate, up-to-date, and complete patient information at the point of care within 72 hour working hours of discharge from the mobile medical unit/health center;
- K. Address patient medical record deficiencies in a timely manner and ensure compliance with the electronic health information documentation practice;
- L. Appear in any legal proceedings on behalf of the County and the Department, where the need for such appearance arises out of the Contractor's work for the County under this Contract, without any additional compensation other than that provided for elsewhere in this Contract;
- M. Attend mandatory DPH and Clinic Operations meetings and participate in pertinent trainings as required by DPH;
- N. Engage in continual medical education to maintain core and specialty competencies; and
- O. Not bring personal electronic tools to document or dictate proprietary patient information in compliance with the Health Insurance Portability and Accountability Act (HIPAA) laws.

II. CONDITIONS OF EMPLOYMENT

- A. Contractor shall engage in appropriate service-level practice to ensure regulatory requirements, in accordance with local, state, and federal laws and regulations.
- B. Contractor must possess and maintain a valid physician license in the State of California.
- C. The Director or designee will determine the number of hours and schedule per month that the Contractor will render services to DPH.
- D. This Contract does not preclude the Contractor from treating private patients outside of the County premises, without using any County resources, and outside of the employment Contract work hours provided by this Contract, provided the Contractor does not allow the treatment of private patients to interfere with the orderly and prompt performance of the duties required by this Contract and provided such acts do not violate Section III. of this Contract or any law or regulation. While performing services to County under this Contract, Contractor shall not refer any County patients for Contractor to treat as private patients.
- E. Contractor will take and stay current on all required County provided training, including, but not limited to, any training on Personal Identifiable Information (PII) as well as Protected Health Information (PHI), and the Health Insurance Portability and Accountability Act and shall 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 Personal 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. 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. CODE OF CONDUCT

As a condition of employment, Contractor does hereby agree to follow County and DPH policies, procedures, and standard practices, as well as adhere to work rules and performance standards established for their position by the Appointing Authority, and as established in the San Bernardino County Personnel Rules.

V. TERM

This Contract shall be effective June 28, 2025 and shall remain in effect through June 27, 2028, subject to the termination provisions below. The Director is authorized to execute amendments to the Contract to extend the term 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.

VI. COMPENSATION OF THE 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 at the rate of \$175.00 per hour, not to exceed 32 hours per pay period.

Contractor does not gain probationary or regular status during the term 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 FLSA.

C. PAYMENT

Contractor shall be paid biweekly for hours actually worked according to the procedures established by the County's Auditor/Controller.

D. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the Leave Provisions outlined in the County Standard Operating Procedure regarding the California Healthy Families Act of 2014 (AB 1522).

Refer to Paragraph I in this Section for processing of the aforementioned leave upon termination of this Contract.

E. MEDICAL AND DENTAL

Contractor is enrolled in another comparable employer sponsored coverage and chooses to "opt-out" or "waive" from the County offered health plans with no compensation for the "opt-out" or "waiver".

F. EXPENSE REIMBURSEMENT

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

G. RETIREMENT PLAN

Contractor shall participate in the County's PST Deferred Compensation Retirement Plan.

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, the 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. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County Employment, Contractor shall forfeit unused sick leave accrued under the CA Healthy Families Act.

VII. 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 be required to work during such hours as necessary to carry out the duties of his position, as designated by the Director, and such hours may be varied so long as the work requirements and efficient operations of the County are assured. Generally, Contractor will work a part time schedule, not to exceed 32 hours per pay period during the term of the contract.

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 Personal 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 DPH'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 General Liability and Professional Liability insurance (including malpractice insurance) only while performing services under this Contract.

D. USE OF PRIVATE VEHICLE

If the services to be provided 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 maintain at Contractor's sole cost vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code.

Failure to comply with the requirements of this paragraph shall be deemed cause for termination of this Contract, pursuant to Section V 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 preemployment background check, including a medical examination through the County's Center for Employee Health and Wellness. This provision is satisfied if Contractor is a current/contract employee who previously met the requirement 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. CONFIDENTIALITY AND COMPLIANCE

Contractor agrees to keep confidential all County data, including, but not limited to, patient/consumer data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created by or provided for the County. In addition, upon termination of this Contract, Contractor agrees to return all confidential materials to the Director or his/her designee. As provided in Section IV of this Contract, Contractor agrees to follow all County and Appointing Authority policies, procedures, and standard practices, as well as the Code of Conduct. Contractor shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders.

H. LICENSE

As provided in Section II of this Contract, Contractor shall maintain a professional license to practice medicine in the State of California, and immediately notify the Appointing Authority if the license is denied, suspended, restricted, terminated, revoked, or relinquished for any reason, whether voluntarily or involuntarily.

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.

VIII. CONCLUSION

- A. This Contract consisting of eight (8) 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.
- 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.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

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

Sukalpa John Dutta, M.D.

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name _____
Sukalpa John Dutta, M.D.
(Print or type name of person signing contract)

Title _____
Public Health Physician
(Print or Type)

Dated: _____

Address _____
On file

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Scott Runyan, Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Joshua Dugas, Director of Department of Public Health

Date _____