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**Contract Number**

18-242 A-2

SAP Number

Department of Public Health

Department Contract Representative	Raul Gudino
Telephone Number	909-388-0320
Contractor	Ryan Zane
Contractor Representative	
Telephone Number	(909) 796-6396
Contract Term	June 9, 2018 through June 8, 2024
Original Contract Amount	Current Hourly Rate \$92.60
Amendment Amount	\$119.96
Total Contract Amount	
Cost Center	9309051000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2:

It is hereby agreed to amend Contract No. 18-242, effective August 8, 2023, as follows:

SECTION I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR is amended to read as follows:

A. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Public Health Physician – Specialty Services with the Department of Public Health (DPH). Contractor shall perform a broad range of duties, including, but not limited to, the following:

- a. Examine and screen patients upon admission to treatment programs to demonstrate state of physical health.
- b. Perform diagnoses, treatment, and follow-up of HIV and Hepatitis C patients.
- c. Provide specialized services for HIV and Hepatitis C clients in the County, including the West Valley Detention Center.
- d. Discuss findings of patient diagnosis with private physicians; consult with physicians in the community and members of other agencies or health related entities regarding public health specialty programs.

- e. Act as a 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.
- f. Accept assignments in specific clinical areas, e.g., HIV, Hep-C, TB, etc. such assignments to be designated by the Public Health Officer/Designee.
- g. Assist with writing specific operating policies and procedures, specific to specialized area of assignment.
- h. Perform such duties and other special projects as may be assigned by the Public Health Officer/Designee.
- i. Act in accordance with specific operating policies and procedures established by the Department of Public Health.
- 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 seventy-two (72) working hours of discharge from the 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 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 opportunities to maintain core and specialty competencies,
- o. Provide coverage for the Medical Director, as needed.

B. CONDITIONS OF EMPLOYMENT

Contractor shall possess and maintain, in active status, the following:

- 1. Medical license in the State of California and in good standing with the Medical Board.
- 2. National Provider Identifier (NPI) mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 3. Drug Enforcement Administration (DEA) controlled substance issued by the U.S. Department of Justice.
- 4. Maintain the proper credentialing required by the Federally Qualified Health Centers (FQHC).
- 5. Participate in all required training offered by DPH and Clinic Operations Section, which includes HER training.
- 6. Participate in all managed care programs sponsored by or approved by DPH.
- 7. Contractor will be under the professional and administrative supervision of the Public Health Medical Director/Chief Medical Officer (FQHC).
- 8. Participate in continuous quality improvement/quality assurance, peer reviews, chart audit activities based on identified Health Resources and Service Administration (HRSA) performance measures, as part of an assessment of clinical care.
- 9. Shall not bring personal electronic tools to document or dictate proprietary FQHC patient information in compliance with HIPAA.
- 10. Provide and adhere to current evidence-based clinical guidelines, standards of care, standards of practice in the provision of health center services.

SECTION IV. COMPENSATION OF CONTRACTOR is amended to read as follows:

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$119.96 per hour, which is equivalent to Step 15 of Range 95C of the salary schedule for employees in the Exempt group.

Contractor shall be evaluated and will be eligible to receive one step increase at the beginning of the pay period following each completion of 1,040 service hours, up to the top step of the range.

Contractor shall receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Exempt Group.

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.

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.

All other terms and conditions of Contract No. 18-242 remain in full force and effect.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: AUG 08 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *[Signature]*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy

Department of Public Health

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

By ► *Ryan Zane*
(Authorized Signatory - Sign in blue ink)

Name Ryan Zane
(Print or type name of person signing contract)

Title Public Health Physician – Specialty Services
(Print or Type)

Dated: 7/27/2023

Address Address on file

FOR COUNTY USE ONLY

Approved as to legal form:

► *Cynthia O'Neill*
Cynthia O'Neill, Principal Assistant County Counsel
Date 7/27/2023

Reviewed for Contract Compliance

► *Patty Steven*
Patty Steven, Contract Manager
Date 7/27/2023

Reviewed/Approved by Department

► *Joshua Dugas*
Joshua Dugas, Director of Public Health
Date 7/27/2023