

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

22-450

SAP Number

N/A

**Sheriff/Coroner/Public Administrator**

**Department Contract Representative** Kelly Welty, Chief Deputy Director of Sheriff's Administration

**Telephone Number** (909) 387-0640

**Contractor** Timothy Daniel Jong, M.D.

**Contractor Representative** -----

**Telephone Number** On file

**Contract Term** 07-02-2022 to 07-01-2025

**Original Contract Amount** \$117.15 per hour

**Amendment Amount** -----

**Total Contract Amount** -----

**Cost Center** 4436501000

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, the Sheriff/Coroner/Public Administrator of San Bernardino County (hereinafter referred to as Sheriff-Coroner), in the performance of his duties under and subject to the provisions of Title 3, Division 2, Part 3, Chapter 10 of the California Government Code (27491 et seq.) may, at his discretion, cause a postmortem pathological examination or autopsy to be made on the bodies of persons who die in San Bernardino County when an inquiry is necessary under the provisions of law to determine the cause of death; and

**WHEREAS**, Contractor is qualified and willing to perform postmortem examinations when professional services are requested by the Sheriff-Coroner;

**NOW, THEREFORE**, in order to establish the rights and duties of the parties under this Contract, the parties hereto agree as follows:

## TABLE OF CONTENTS

|       |  |    |
|-------|--|----|
| I.    | DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR.....         | 3  |
| II.   | CONTRACTOR REQUIREMENTS.....                               | 4  |
| III.  | CONFLICT OF INTEREST.....                                  | 4  |
| IV.   | TERM.....  | 4  |
| V.    | COMPENSATION OF CONTRACTOR.....                            | 4  |
| VI.   | COURT TESTIMONY & EXPERT WITNESS FEES.....                 | 10 |
| VII.  | GENERAL PROVISIONS RELATING TO CONTRACTOR.....             | 10 |
| VIII. | AUTHORITY.....   | 11 |
| IX.   | CONCLUSION.....  | 11 |
|       | ATTACHMENT I – SALARY SCHEDULE – FORENSIC PATHOLOGIST..... | 14 |

## I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Forensic Pathologist for the Sheriff-Coroner. Contractor shall work cooperatively with the staff of the Sheriff-Coroner under the direction of the Coroner Division commander, or designee, performing a broad range of duties including but not limited to:

- A. Performing all services and abiding by all laws, rules, and regulations of the State of California and San Bernardino County pertaining to forensic pathology.
- B. Abiding by both County and Sheriff-Coroner policies and procedures.
- C. Reporting and submitting to the general supervision of the Sheriff-Coroner, and following such policies and procedures established by that office.
- D. Adhering to a standard tour of duty that is from 8:00 AM to 5:00 PM, Monday through Friday, each week. Contractor shall be present and working during these hours, excepting periods of illness or upon advice and consent of the Sheriff-Coroner.
- E. Conducting complete and timely postmortem autopsy examinations externally and internally, and toxicological and other tests of a chemical or bacteriological nature as may be necessary in order to arrive at a proper diagnosis.
- F. Regarding autopsies:
  - 1. Autopsies shall be performed between 8:00 AM and 5:00 PM, Monday through Friday, unless the Sheriff-Coroner gives permission to conduct the examination at another time.
  - 2. Contractor shall ensure that the tissues or fluids, or both, obtained from all autopsies are placed into appropriate containers and properly labeled and stored.
  - 3. In addition to external and internal examination, Contractor shall perform gross and microscopic examination of organs, order toxicology and other tests of chemical or microbiological nature, and review toxicological reports, as well as other reports and records, that may be necessary in order to arrive at a proper diagnosis.
- G. Providing determination of the cause of death in all cases. The determinations shall be based upon information from autopsies, gross and microscopic examination of tissues, toxicological and other scientific reports, medical records, and all available investigative reports.
- H. Timely preparation of complete pathology reports. Minimally, pathology reports shall include a discussion of necropsy findings (including the external examination and a description of the internal organs), microscopic studies, pathologic diagnosis, analysis of toxicology reports, cause of death, manner of death and other relevant significant conditions.
- I. Providing testimony in a court of law regarding his or her actions and all appropriate information, and the application of his or her knowledge, training, and experience, as they specifically relate to the cause of death in any particular case.
- J. Consulting with any party as required by the Sheriff-Coroner. Such consultation and the opinions expressed by the Contractor in writing or verbally shall reflect only such professional opinions as might be arrived at based upon the amount and type of information provided to Contractor at or before the time the opinion is given by Contractor.
- K. Maintaining confidentiality. Contractor shall not release any information, written or oral, to the news media concerning Sheriff-Coroner autopsies without prior written approval from the Sheriff-Coroner.
- L. At the discretion of the Sheriff-Coroner, teaching and supervising medical students and forensic pathology residents at the Sheriff-Coroner's morgue facility. The teaching schedule shall be mutually agreed upon.
- M. Providing on-call services, on a rotating basis, as assigned by the Chief Forensic Pathologist.
- N. Timely response throughout the County, as needed, to assist in death investigations.
- O. Perform other special projects and duties as assigned.
- P. Travel throughout the County as required.

## **II. CONTRACTOR REQUIREMENTS**

Contractor shall maintain certification as a Forensic Pathologist from the American Board of Pathology (hereinafter referred to as Board) capable of performing all required autopsies and other postmortem examinations, seven days per week. Contractor shall have complete comprehension of methodologies used in analysis and be able to interpret various drugs and poisons related to the human body.

## **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 become effective July 2, 2022 ("Effective date") and shall remain in effect through July 1, 2025, subject to the termination provisions below. The Sheriff/Coroner/Public Administrator, Undersheriff, or Assistant Sheriff are authorized to execute amendments to the Contract to extend the term for a maximum of two 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 Sheriff-Coroner. Contractor shall serve at the pleasure of the Sheriff-Coroner, or designee, 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 in total any prior employment contract of Contractor.

### **A. SALARY RATE**

Contractor shall be compensated for services at a base salary rate of Step 2 as detailed on Attachment I, attached hereto and incorporated herein by reference. Upon approval of the Sheriff-Coroner or his designee, Contractor shall be eligible to receive an approximate 2.5% step advancement after each completion of not less than 1,040 hours of service nor more than 2,080 hours of service, based upon meets standards work performance evaluation, until Step 11 in Attachment I is reached. Contractor shall not gain regular status during the term of this contract. Payment for services shall be made bi-weekly during the term of this contract as defined under Section IV.

Contractor will be eligible to receive \$3.50 per hour Specialty Pay if Contractor possesses additional Board certification excluding anatomic pathology, clinical pathology and forensic pathology. In order to receive Specialty Pay, Contractor shall provide documentation evidencing specific Board certification.

Contractor will be eligible to receive compensation for Temporary Performance of Higher-Level Duties in the same manner as employees in the Professional Unit.

Contractor's salary may be adjusted for the number or hours Contractor is not available to provide services to the County, with the approval and at the discretion of the Sheriff-Coroner or designee.

B. SALARY ADJUSTMENTS

Effective July 1, 2023 (Pay Period 15 of 2023), Contractor shall receive a pay increase of approximately 4%. Effective June 29, 2024 (Pay Period 15 of 2024), Contractor shall receive a pay increase of approximately 4%. If the Sheriff-Coroner elects to extend the term of this Contract for an additional year, then effective June 28, 2025 (Pay Period 15 of 2025), Contractor shall receive a pay increase of approximately 4%. If the Sheriff-Coroner elects to extend the term of the contract for a second one-year term, then effective June 27, 2026 (Pay Period 15 of 2026), Contractor shall receive a pay increase of approximately 4%. The base salary ranges and rates shall be applicable on the dates indicated on Attachment I.

C. OVERTIME

As a Fair Labor & Standards Act (FLSA) exempt professional, it is understood that intermittent, occasional overtime is needed to fulfill the responsibilities and requirements of this position. In those instances, in which Contractor's work extends well beyond the normal business hours, the Sheriff-Coroner, or designee, may authorize overtime, generally on a pre-approved or scheduled basis. Overtime shall be compensated in the form of cash payment at Contractor's base rate of pay.

D. ON-CALL PAY

In the event Contractor is released from active duty but required by the Sheriff-Coroner, his designee, to leave notice where they can be reached and be able to return to active duty, Contractor shall be assigned to on-call duty. While assigned to on-call duty, Contractor shall be free to use the time for his or her own purposes.

On-call duty requires Contractor to: (1) leave a telephone number where they can be reached and (2) be able to respond to duty within one hour.

Assignment to on-call duty and approval of compensation shall be made by the Sheriff-Coroner, or designee, based upon the needs of the County. On-call duty shall be compensated at three hundred dollars (\$300) per week.

E. LEAVE PROVISIONS

Contractor shall be provided with the following leave provisions as specified below. Contractor's salary may be adjusted for the number of hours Contractor is not available to provide services in excess of the leave time herein provided.

1. Sick Leave – Effective Pay Period 1 of each year, Contractor shall be credited with 88 hours of Sick Leave. If Contractor is hired after Pay Period 1 of the current calendar year, Contractor shall be credited with Sick Leave prorated on a pay period basis, based upon the annual rate of 88 hours (i.e., 3.39 hours per pay period). Unused Sick Leave may be cumulative into the next calendar year. There shall be no limit on Sick Leave accumulation.
2. Vacation Leave – Effective in pay period 1 of each year, Contractor shall be credited with 160 hours of Vacation Leave for the Contractor's use. If Contractor is hired after Pay Period 1 of the current calendar year, Contractor shall be credited with Vacation Leave prorated on a pay period basis, based upon the annual rate of 160 hours (i.e., 6.15 hours per pay period). Unused Vacation Leave may be cumulative into the next calendar year; however, the maximum allowed unused leave balance is 320 hours, (i.e., the cap on total vacation accrual at any one time is 320 hours). Upon separation, Contractor shall be compensated in a lump sum payment for any unused accrued Vacation Leave. Refer to Item W in this Section for processing of leave balances upon termination of this Contract.
3. Vacation Cash-Out – On one occasion each calendar year until the expiration of this contract, a Contractor who had used eighty (80) or more hours of vacation leave during the preceding calendar year may elect to convert up to sixty (60) hours of accrued vacation leave into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back vacation leave, Contractor must make an irrevocable election (i.e., pre-designation) during the

month of December, specifying the number of hours to be sold back from the next year's vacation leave accrual.

4. Annual Leave – Effective pay period 1 of each year, Contractor will be credited with 80 hours of Annual Leave. If Contractor is hired after Pay Period 1 of the current calendar year, Contractor shall be credited with Annual Leave prorated on a pay period basis, based upon the annual rate of 80 hours (i.e., 3.07 hours per pay period). If any Annual Leave remains at the end of pay period 26 (or 27 when applicable), it shall not be cumulative into the next calendar year, nor shall there be any conversion to cash.
5. Holiday Leave – Contractor shall be entitled to the following holidays:

|                           |                           |
|---------------------------|---------------------------|
| January 1 <sup>st</sup>   | Second Monday in October  |
| Third Monday in January   | November 11 <sup>th</sup> |
| Third Monday in February  | Thanksgiving Day          |
| Last Monday in May        | Day after Thanksgiving    |
| July 4 <sup>th</sup>      | December 24 <sup>th</sup> |
| June 19 <sup>th</sup>     | December 25 <sup>th</sup> |
| First Monday in September | December 31 <sup>st</sup> |

Floating Holiday – Contractor shall be entitled to accrue one floating holiday (eight hours of holiday time) during the first pay period prior to the third Monday in January.

- a) Holiday during Vacation – If a fixed holiday falls within a vacation period, the holiday time shall not be charged against Contractor's earned vacation benefit.
- b) Working a Holiday – If Contractor works a fixed holiday or the fixed holiday falls on Contractor's regularly scheduled day off, Contractor shall accrue or accept payment, on an hour for hour basis, up to a total of eight hours of holiday time or HOLST.
- c) Weekend Holidays – When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except where the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.
- d) Holiday Time Accrual – Unused Holiday Time may be cumulative into the next calendar year; however, the maximum unused holiday leave balance shall be 112 hours. Any holiday leave accrual balance in excess of the Contractor's maximum holiday leave accrual balance at the end of pay period 26 of the calendar year shall be cashed out and paid to the Contractor. Upon separation, Contractor shall be compensated for unused Holiday Time at the then current base rate.

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

F. 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) in the same manner and amount as employees in the Professional Unit, to offset the cost of medical plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee's Retirement Association. 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 receive the following MPS amounts, per pay period, as applicable:

| Coverage type | Scheduled for 40 to 60 Hours | Scheduled for 61 to 80 Hours |
|---------------|------------------------------|------------------------------|
| Employee Only | \$104.63                     | \$209.24                     |
| Employee + 1  | \$181.06                     | \$362.12                     |
| Employee + 2  | \$256.21                     | \$512.42                     |

If enrolled in a County-sponsored medical plan and all other Plan eligibility requirements are met, Contractor shall receive a Dental Premium Subsidy (DPS) amount, per pay period, as applicable:

| Coverage Type | Scheduled for 40 to 60 Hours | Scheduled for 61 to 80 Hours |
|---------------|------------------------------|------------------------------|
| Employee Only |                              |                              |
| Employee + 1  | \$4.73                       | Up to \$9.46                 |
| Employee + 2  |                              |                              |

The applicable DPS amount shall be paid directly to the provider of the County-sponsored dental plan in which the eligible Contractor has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

To be eligible for the MPS and DPS Contractor must have received pay for at least one-half plus one hour of scheduled hours in a pay period.

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

**G. 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 a paid status and is scheduled for at least forty-one (41) hours per pay period.

**H. LIFE INSURANCE**

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

**I. 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.

**J. EXPENSE REIMBURSEMENT**

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

**K. RETIREMENT PLAN**

Contractor shall participate in the County's general employee retirement system during the term of this Contract. If the Contractor is over 60-years of age, participation is optional. 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.

L. RETIREMENT MEDICAL TRUST ("Trust")

Contractor shall be eligible to participate in the Retirement Medical 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.

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

M. TAKE HOME COUNTY VEHICLE

Contractor is eligible for a take home County vehicle, including fuel, insurance, maintenance, and repairs, while in paid status. Make and model of the assigned vehicle are determined at the sole discretion of the Sheriff-Coroner or designee. Contractor may use such vehicle for occasional personal. Contractor shall be taxed for such personal use in accordance with state and federal tax law and regulation.

N. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan as per the Plan document, except that Contractor shall not receive County match contribution to the Plan.

O. CONFERENCES

Contractor will be provided with up to \$5,000 per fiscal year as a conference allowance. However, this amount may be increased, when requested by Contractor, at the sole discretion of the Sheriff-Coroner, or designee. The allowance shall be used for purposes of attending conference(s) in connection with job-related instruction or career development training, that enhances furtherance of County or continuing education goals. The conference location shall be restricted to within the United States. This amount is inclusive of all travel expenses incurred to include, but not limited to: registration, airfare, meals, lodging, rental car/airport shuttle. Requests for such travel must be submitted on a standard "Travel Request" form to the Commander of the Coroner Division as soon as Contractor knows that travel is required, but should be a minimum of six weeks for in state and eight weeks for out of state, in advance of travel date. Following appropriate departmental review, the request shall be forwarded to the County Administrative Office for final approval. Contractor is entitled to attend conferences on County time not to exceed 10 days per fiscal year. Any conference time in excess of 10 days will be deducted from Contractor's leave balances.

P. PUBLICATIONS

Sheriff-Coroner shall purchase books and publications as recommended by Contractor and approved by the Sheriff-Coroner in an amount not to exceed \$1,500 per fiscal year to provide reasonable and necessary information related to pathology and toxicology. The books and publications shall remain the property of the Sheriff-Coroner and will be used by Contractor for reference only.

Q. PROFESSIONAL DUES & MEMBERSHIPS

Contractor will be eligible for reimbursement in an amount not to exceed \$1,500 per fiscal year to offset the cost of professional dues related to memberships in pathology and toxicology organizations. Contractor shall request reimbursement in advance of the expenditure and the reimbursement is subject to the approval of the Sheriff-Coroner.

R. MAINTENANCE OF CERTIFICATION

Sheriff-Coroner shall pay the costs associated with Contractor's Maintenance of Certification (MOC) in accordance with the requirements of The American Board of Pathology.

S. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law (e.g., FMLA, 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.

T. SHORT TERM DISABILITY

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

U. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL 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.

V. 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 and 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, service for hours for step increases, and Sick leave balances. Contractor's retirement contribution rate is based on the date Contractor began participation in the County's general employee retirement system.

W. 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 of 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 position without a separation from County employment, the employee 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 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 hired into. Any leave balances not authorized to be carried over will 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, 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 hired into. Any leave balances not authorized to be carried over will distributed as outlined in "Contractor Separated from County Service," above.

## **VI. COURT TESTIMONY AND EXPERT WITNESS FEES**

The Contractor shall not be entitled to collect witness fees resulting from testimony and/or depositions for San Bernardino County cases assigned to Contractor by the Sheriff-Coroner.

Regarding testimony or depositions in criminal prosecution outside San Bernardino County and civil actions in which the County is not a party:

- A. The County recognizes the unique role of the forensic pathologist in determining liability for wrongful deaths and other causes of action which may arise from the loss of human life. Therefore, the County acknowledges that Contractor from time-to-time may be hired as an expert witness in cases otherwise unrelated to their duties and obligations under this Contract.
- B. Contractor is not authorized to work on cases outside San Bernardino County and civil actions in which the County is not a party. Contractor must use Vacation, Annual, or Holiday leave.

## **VII. GENERAL PROVISIONS RELATING TO CONTRACTOR**

### **A. BACKGROUND INVESTIGATION**

Contractor must pass a Sheriff's Department background investigation prior to commencement of employment.

### **B. TOUR OF DUTY**

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

### **C. CLASSIFICATION**

Contractor will not attain regular status in this position, and as an unclassified 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 Sheriff-Coroner's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

### **D. WORKER'S 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.

### **E. USE OF A VEHICLE**

Contractor must possess a valid California driver's license at all times during the performance of this Contract. Contractor agrees to allow the County to obtain a Department of Motor Vehicles report of Contractor's driving record.

Contractor must possess 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 loss of the use of an assigned County vehicle, or for termination of this Contract, pursuant to Section IV above.

F. 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 a pre-employment 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 employee who previously met the requirements of this provision.

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. 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. **AUTHORITY**

- A. The Sheriff/Coroner/Public Administrator shall have sole discretion to determine which cases coming under his jurisdiction require autopsy pursuant to Government Code Section 27491.
- B. The Sheriff/Coroner/Public Administrator shall have the sole discretion to grant permission, pursuant to Government Code Section 27491.4, for any person to be present at any postmortem examination.
- C. It is further understood by the parties hereto to that Contractor, in the performance of his duties hereunder, shall have full discretion and responsibility as to the means, techniques and methods for accomplishing the results required by this Contract so long as the results accomplished are in conformance with the standards set by the Sheriff/Coroner/Public Administrator.

IX. **CONCLUSION**

This Contract, consisting of thirteen (13) 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.

- A. This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail 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 Agreement upon request.

\*\*\*\*\***END OF SECTION**\*\*\*\*\*

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

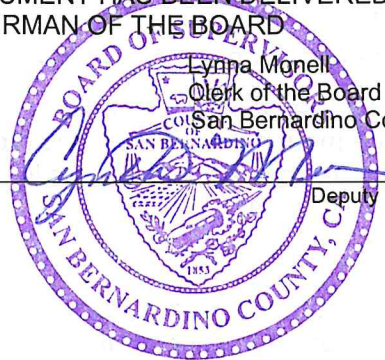
► *Dawn M Rowe*

~~Curt Hagman, Chairman, Board of Supervisors~~  
Dawn M. Rowe, *vice chair,*

Dated: JUN 28 2022

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

By *Lynna Monell*  
Lynna Monell, Clerk of the Board of Supervisors  
San Bernardino County  
Deputy



Timothy Daniel Jong, M.D.  
(Print or type name of corporation, company, contractor, etc.)

By ► *[Signature]*  
(Authorized signature - sign in blue ink)

Name Timothy Daniel Jong, M.D.  
(Print or type name of person signing contract)

Title Forensic Pathologist  
(Print or Type)

Dated: 06/08/2022

Address On file

FOR COUNTY USE ONLY

Approved as to Legal Form  
► *[Signature]*  
Cynthia O'Neill, Principal Assistant County Counsel

Date 6/9/2022

Reviewed for Contract Compliance  
► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department  
► *[Signature]*  
Kelly Welty, Chief Deputy Director of Sheriff's Administration

Date 6/9/22

# ATTACHMENT I

## SALARY SCHEDULE – FORENSIC PATHOLOGIST

|  | Step 1        | Step 2        | Step 3        | Step 4        | Step 5        | Step 6        | Step 7        | Step 8        | Step 9        | Step 10       | Step 11       |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Range Effective PP 15/22 (07/02/22)</b> |               |               |               |               |               |               |               |               |               |               |               |
| Hourly                                     | \$ 114.29     | \$ 117.15     | \$ 120.08     | \$ 123.08     | \$ 126.16     | \$ 129.31     | \$ 132.54     | \$ 135.85     | \$ 139.25     | \$ 142.73     | \$ 146.30     |
| Approx Bi-Weekly                           | \$ 9,143.20   | \$ 9,372.00   | \$ 9,606.40   | \$ 9,846.40   | \$ 10,092.80  | \$ 10,344.80  | \$ 10,603.20  | \$ 10,868.00  | \$ 11,140.00  | \$ 11,418.40  | \$ 11,704.00  |
| Approx Monthly                             | \$ 19,810.27  | \$ 20,306.00  | \$ 20,813.87  | \$ 21,333.87  | \$ 21,867.73  | \$ 22,413.73  | \$ 22,973.60  | \$ 23,547.33  | \$ 24,136.67  | \$ 24,739.87  | \$ 25,358.67  |
| Approx Annual                              | \$ 237,723.20 | \$ 243,672.00 | \$ 249,766.40 | \$ 256,006.40 | \$ 262,412.80 | \$ 268,964.80 | \$ 275,683.20 | \$ 282,568.00 | \$ 289,640.00 | \$ 296,878.40 | \$ 304,304.00 |
| <b>Range Effective PP 15/23 (07/01/23)</b> |               |               |               |               |               |               |               |               |               |               |               |
| Hourly                                     | \$ 118.86     | \$ 121.83     | \$ 124.88     | \$ 128.00     | \$ 131.20     | \$ 134.48     | \$ 137.84     | \$ 141.29     | \$ 144.82     | \$ 148.44     | \$ 152.15     |
| Approx Bi-Weekly                           | \$ 9,508.80   | \$ 9,746.40   | \$ 9,990.40   | \$ 10,240.00  | \$ 10,496.00  | \$ 10,758.40  | \$ 11,027.20  | \$ 11,303.20  | \$ 11,585.60  | \$ 11,875.20  | \$ 12,172.00  |
| Approx Monthly                             | \$ 20,602.40  | \$ 21,117.20  | \$ 21,645.87  | \$ 22,186.67  | \$ 22,741.33  | \$ 23,309.87  | \$ 23,892.27  | \$ 24,490.27  | \$ 25,102.13  | \$ 25,729.60  | \$ 26,372.67  |
| Approx Annual                              | \$ 247,228.80 | \$ 253,406.40 | \$ 259,750.40 | \$ 266,240.00 | \$ 272,896.00 | \$ 279,718.40 | \$ 286,707.20 | \$ 293,883.20 | \$ 301,225.60 | \$ 308,755.20 | \$ 316,472.00 |
| <b>Range Effective PP 15/24 (06/29/24)</b> |               |               |               |               |               |               |               |               |               |               |               |
| Hourly                                     | \$ 123.62     | \$ 126.71     | \$ 129.88     | \$ 133.13     | \$ 136.46     | \$ 139.87     | \$ 143.37     | \$ 146.95     | \$ 150.62     | \$ 154.39     | \$ 158.25     |
| Approx Bi-Weekly                           | \$ 9,889.60   | \$ 10,136.80  | \$ 10,390.40  | \$ 10,650.40  | \$ 10,916.80  | \$ 11,189.60  | \$ 11,469.60  | \$ 11,756.00  | \$ 12,049.60  | \$ 12,351.20  | \$ 12,660.00  |
| Approx Monthly                             | \$ 21,427.47  | \$ 21,963.07  | \$ 22,512.53  | \$ 23,075.87  | \$ 23,653.07  | \$ 24,244.13  | \$ 24,850.80  | \$ 25,471.33  | \$ 26,107.47  | \$ 26,760.93  | \$ 27,430.00  |
| Approx Annual                              | \$ 257,129.60 | \$ 263,556.80 | \$ 270,150.40 | \$ 276,910.40 | \$ 283,836.80 | \$ 290,929.60 | \$ 298,209.60 | \$ 305,656.00 | \$ 313,289.60 | \$ 321,131.20 | \$ 329,160.00 |
| <b>Range Effective PP 15/25 (06/28/25)</b> |               |               |               |               |               |               |               |               |               |               |               |
| Hourly                                     | \$ 128.57     | \$ 131.78     | \$ 135.07     | \$ 138.45     | \$ 141.91     | \$ 145.46     | \$ 149.10     | \$ 152.83     | \$ 156.65     | \$ 160.57     | \$ 164.58     |
| Approx Bi-Weekly                           | \$ 10,285.60  | \$ 10,542.40  | \$ 10,805.60  | \$ 11,076.00  | \$ 11,352.80  | \$ 11,636.80  | \$ 11,928.00  | \$ 12,226.40  | \$ 12,532.00  | \$ 12,845.60  | \$ 13,166.40  |
| Approx Monthly                             | \$ 22,285.47  | \$ 22,841.87  | \$ 23,412.13  | \$ 23,998.00  | \$ 24,597.73  | \$ 25,213.07  | \$ 25,844.00  | \$ 26,490.53  | \$ 27,152.67  | \$ 27,832.13  | \$ 28,527.20  |
| Approx Annual                              | \$ 267,425.60 | \$ 274,102.40 | \$ 280,945.60 | \$ 287,976.00 | \$ 295,172.80 | \$ 302,556.80 | \$ 310,128.00 | \$ 317,886.40 | \$ 325,832.00 | \$ 333,985.60 | \$ 342,326.40 |
| <b>Range Effective PP 15/26 (06/27/26)</b> |               |               |               |               |               |               |               |               |               |               |               |
| Hourly                                     | \$ 133.70     | \$ 137.04     | \$ 140.47     | \$ 143.98     | \$ 147.58     | \$ 151.27     | \$ 155.05     | \$ 158.93     | \$ 162.90     | \$ 166.97     | \$ 171.14     |
| Approx Bi-Weekly                           | \$ 10,696.00  | \$ 10,963.20  | \$ 11,237.60  | \$ 11,518.40  | \$ 11,806.40  | \$ 12,101.60  | \$ 12,404.00  | \$ 12,714.40  | \$ 13,032.00  | \$ 13,357.60  | \$ 13,691.20  |
| Approx Monthly                             | \$ 23,174.67  | \$ 23,753.60  | \$ 24,348.13  | \$ 24,956.53  | \$ 25,580.53  | \$ 26,220.13  | \$ 26,875.33  | \$ 27,547.87  | \$ 28,236.00  | \$ 28,941.47  | \$ 29,664.27  |
| Approx Annual                              | \$ 278,096.00 | \$ 285,043.20 | \$ 292,177.60 | \$ 299,478.40 | \$ 306,966.40 | \$ 314,641.60 | \$ 322,504.00 | \$ 330,574.40 | \$ 338,832.00 | \$ 347,297.60 | \$ 355,971.20 |