



Contract Number

SAP Number

Department of Public Health

Department Contract Representative
Telephone Number

Samantha Padilla
(909) 677-3929

Contractor
Contractor Representative
Telephone Number
Contract Term

Dr. Carlos Calderon, M.D.

(on File)

Effective Date (as defined below)
through October 7, 2026

Original Contract Amount
Amendment Amount
Total Contract Amount

\$150.00 per hour

\$0

\$124,800 (\$150 per hour/not to exceed
16hours a week)

Cost Center
Grant Number (if applicable)

9309051000

N/A

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County, hereinafter called the County, desires to obtain the services of Dr. Carlos Calderon, M.D., hereinafter called "Contractor," under the terms and conditions set forth in this Contract, and

WHEREAS, County finds that Contractor has the skills and knowledge necessary to provide infectious disease specialty healthcare 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 Specialty Physician – to provide specialty services as a board certified or board eligible physician at the Department of Public Health's (DPH) Federally Qualified Health Center (FQHC) locations as assigned to and agreed upon by both parties, for a minimum of four (4) hours per week, not to exceed sixteen (16) hours per week, with 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 patients with infectious diseases, including HIV, Tuberculosis, and Hepatitis C patients.
- C. Provide specialized healthcare services for patients throughout the County that may have infectious diseases, including HIV, Tuberculosis, and Hepatitis C.
- D. Discuss findings of patient's diagnosis with private physicians if authorized by state and federal laws and regulations; consult with physicians in the community and members of other agencies or health related entities regarding public health specialty programs.
- E. 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.
- F. Accept assignments in specific clinical areas, e.g., HIV, Tuberculosis, Hepatitis C, 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 other 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 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 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 DPH, 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.

II. CONDITIONS OF EMPLOYMENT

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

- A. Medical License in the State of California and in good standing with the Medical Board.
- B. National Provider Identifier (NPI) mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- C. Drug Enforcement Administration (DEA) controlled substance issued by the U.S. Department of Justice.
- D. Maintain the proper credentialing required by the FQHC. Participate in all required training offered by DPH and Clinic Operations Section, which includes Electronic Health Record (EHR) training.
- E. Participate in all managed care programs sponsored by or approved by DPH.
- F. Contractor will be under the professional and administrative supervision of the Public Health Medical Director/ Chief Medical Officer (FQHC).
- G. 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.
- H. Shall not bring personal electronic tools to document or dictate proprietary FQHC patient information in compliance with HIPAA.
- I. Provide and adhere to current evidence-based clinical guidelines, standards of care, standards of practice in the provision of health center services.

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 (hereafter referred to as the "Effective Date") the first day of a pay period following the completion of all of the following: 1) this Contract is signed and approved by both parties; 2) the successful completion by both parties of Contractor's background and on-boarding process; and 3) satisfaction of Section VI., Paragraph E, "Evidence of Eligibility to Work." This Contract shall remain in effect through October 7, 2026, subject to the termination provisions below. The Appointing Authority is authorized to execute an amendment to the Contract to extend the term of this Contract for a maximum of three (3) successive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a 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. For purposes of this Contract, the Appointing Authority is the Director of DPH.

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 \$150.00 per hour, for a minimum of four (4) hours per work week, not to exceed sixteen (16) hours per work week.

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 VI 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. 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.

D. MEDICAL AND DENTAL COVERAGE

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".

E. ACCIDENTAL DEATH AND DISMEMBERMENT

If eligible, Contractor may 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.

F. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount 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, 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.

VI. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the Public Health Officer, or his/her designee. The Public Health Officer, 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 Public Health Officer, and such hours may be varied so long as the work requirements and efficient operations 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 the 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 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, at Contractor's sole cost, maintain 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 IV above.

E. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity prior to 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 professional license to practice medicine in the State of California as well as any other applicable license, and immediately notify the Public Health Officer and Appointing Authority if the license 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. 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 Appointing Authority or his/her designee. As provided in Paragraph J of this Section VI, Contractor agrees to follow all County and DPH 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.

J. 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.

K. 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

- A. This Contract, consisting of eight (8) pages, is the full and complete document describing services regarding the 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

By ►

(Authorized signature - sign in blue ink)

Name Dr. Carlos Calderon , M.D.
(Print or type name of person signing contract)

Title Public Health Specialty 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 Public
Health

Date _____