



Contract Number

\_\_\_\_\_

SAP Number

N/A

\_\_\_\_\_

### Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	(909) 387-0640
<b>Contractor</b>	_____
<b>Contractor Representative</b>	-----
<b>Telephone Number</b>	On File
<b>Contract Term</b>	Upon Full Execution through 05/25/2029
<b>Original Contract Amount</b>	Initial Hourly Rate of \$TBD (Range P1, Step (TBD), Professional Unit)
<b>Amendment Amount</b>	-----
<b>Total Contract Amount</b>	-----
<b>Cost Center</b>	_____
<b>Grant Number (if applicable)</b>	_____

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (County), by and through its included Sheriff/Coroner/Public Administrator Department (Department), desires to obtain the services of Title NAME LAST (Contractor) on the terms and conditions set forth in this Contract; and

**WHEREAS**, County finds Contractor has the skills, knowledge, experience and professional credentials necessary to provide services as a Behavioral Health Physician I – Per Diem, as requested by the Department; 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 Behavioral Health Physician I – Per Diem (BHP I) for the Department. Contractor shall work cooperatively with Department’s staff under the direction of the Sheriff’s Behavioral Health Medical Director or designee, performing a broad range of psychiatric duties involving examination, evaluation, diagnosis and treatment of patients. Those duties include, but are not limited to, the following:

- A. Assumes medical responsibility for patients under the BHP I’s direct care and supervision in outpatient clinics and specialty clinics, such as, but not limited to the following: Forensics, addiction medicine, correctional mental health services, diversion, Clozapine, and specialty areas such as Quality Management and Informatics within the County’s detention facilities.
- B. Conducts comprehensive psychiatric assessments/evaluations and mental status examination (MSE) of patients, providing multi-axial diagnoses according to the Diagnostic and Statistical Manual of Mental Disorders (DSM) approved by the American Psychiatric Association (APA).
- C. Obtains and reviews data, including laboratory and other diagnostic procedures or consultations pertinent to the evaluation and treatment of patients.
- D. Provides detailed written reports of assessments/evaluations, MSEs, diagnoses and summaries of treatment provided, and completes all medical records as required, utilizing only the Department’s electronic health records system to provide up-to-date, and complete information, no later than the end of the assigned work shift in which the evaluation occurred or the treatment was provided.
- E. Develops and implements individualized mental health treatment planning for assigned patients.
- F. Provides directions to nursing and other clinical staff regarding various mental health treatments.
- G. Provides competent psychotropic medication treatment and other psychiatric treatments to meet the needs of assigned patients.
- H. Provides advice and counseling for families and others involved regarding patient problems and course of treatment. Presents information about mental disorders and their treatment to community groups and agencies.
- I. Prepares or assists in the preparation of legal and other court- related documents, written reports, and provides court testimony as necessary.
- J. Provides consultation, review, and guidance for lower staff in the evaluation and treatment of patients.
- K. Provides consultative and training services for residents, medical students, nursing students, and medical assistant students.
- L. Advises the Sheriff’s Behavioral Health Medical Director about policies and issues relating to the evaluation and treatment of mental health patients.
- M. Obtain certification as a correctional health professional in mental health (CCHP-MH) from the National Commission on Correctional Health Care within one year of the start of this Contract.
- N. Will actively participate in multi-disciplinary collaboration and Quality Assurance-related initiatives and ensuring procedures are followed and implemented to enhance the Department’s Quality Assurance program.
- O. Travel and provide vacation and temporary relief as required.

## **II. CONDITIONS OF EMPLOYMENT**

- A. Contractor shall possess and maintain, in active status, the following:
  - i. Residency: Completion of a residency in Psychiatry approved by the Accreditation Council for Graduate Medical Education.
  - ii. A Physician’s and Surgeon’s certificate issued by the Medical Board of California or the Osteopathic Medical Board of California.
  - iii. National Provider Identifier (NPI) mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
  - iv. A Drug Enforcement Administration (DEA) certificate.
  - v. Two years’ experience with severely and persistently mentally ill patients and experience working as a member of a treatment team, preferable at least one year experience in a forensic or correctional setting.
  - vi. Familiarity with psychopharmacological standards in a forensic or correctional setting.

- vii. Knowledge and experience in providing treatment to individuals diagnosed with both serious and persistent mental illness, as well as chronic substance abuse.
- viii. Knowledge of mental health laws and state and community agencies and organizations serving the mentally ill.

### **III. CONFLICT OF INTEREST**

As a condition of employment, Contractor does hereby agree to follow and uphold the County's Conflict of Interest policy, 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, provided such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provisions 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 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. Contractor also agrees to comply with all laws, regulations, orders, County and Department policies, procedures, and standard practices, as well as the applicable Code of Conduct.

### **V. TERM AND TERMINATION**

This Contract shall be effective MONTH DAY, YEAR, and shall remain in effect through May 25, 2029, subject to the termination provisions below. The Sheriff/Coroner/Public Administrator, Undersheriff, or Assistant Sheriff are authorized to execute amendments to this Contract to extend the term for a maximum of three consecutive 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 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 an hourly rate consistent with Range P1, Step (TBD) of the Professional Unit MOU, currently \$TBD per hour, not to exceed nineteen (19) hours per work week unless expressly authorized, pursuant to the overtime provision of this Contract.

Contractor shall be eligible to receive step increases, if applicable, at the beginning of the pay period after each completion of 1,040 service hours thereafter in the same manner as employees in the Professional Unit.

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 V of this Contract.

- B. OVERTIME  
Overtime shall be defined as all hours actually worked in excess of forty (40) hours per work week. If Contractor is authorized by Sheriff/Coroner/Public Administrator, or designee, to work overtime, Contractor shall be compensated at the Contractor's regular rate of pay.
- C. TRAVEL AND EXPENSE REIMBURSEMENT  
Contractor shall be eligible for travel and expense reimbursement in the same manner and amount as employees in the Professional Unit.
- D. TUITION REIMBURSEMENT  
Contractor is not eligible to receive tuition reimbursement.
- E. RETIREMENT PLAN  
If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County's general employee retirement system during the term of this Contract. 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. Code section 7522 et seq.), and the Bylaws and other requirements of the San Bernardino County Employees' Retirement Association.
- If Contractor has attained the age of sixty (60) prior to employment, Contractor may waive membership, at the time of hire, in the San Bernardino County Employee's Retirement Association. If Contractor regularly works less than forty (40) hours per pay period, waives membership, or otherwise does not meet the definition of a member of the retirement system, Contractor shall instead participate in the County's PST Deferred Compensation Retirement Plan.
- F. RESERVED
- G. COUNTY RETIREMENT MEDICAL TRUST (Trust)  
Contractor is not eligible to enroll in the County retirement medical trust.
- 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. SHORT-TERM DISABILITY  
Contractor is not eligible to enroll in the short-term disability plan offered by the County.
- J. LONG-TERM DISABILITY  
Contractor is not eligible to enroll in the long-term disability plan offered by the County.
- K. LEAVE PROVISIONS  
Contractor is not eligible to accrue leave time with the exception of a prorated sick leave amount per pay period in accordance with the Healthy Workplace Healthy Family Act of 2014, Senate Bill 616 (SB616). Contractor may use this sick leave in accordance with the allowable uses as outlined in SB616. Upon termination of this contract, any remaining balance of sick leave is forfeited.
- L. MEDICAL AND DENTAL COVERAGE  
Contractor is not eligible to enroll in the medical or dental plans offered by the County, nor is eligible for compensation for "opt-out" or "waive" from County-sponsored plans.
- M. VISION CARE INSURANCE  
Contractor is not eligible to enroll in the vision plan offered by the County.

- N. LIFE INSURANCE  
Contractor is not eligible to enroll in the life insurance plan offered by the County.
- O. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE  
Contractor is not eligible to enroll in the accidental death and dismemberment insurance plans offered by the County.
- P. SERVICE AND EFFECT ON BENEFITS  
Contractor has not been an employee of the County.
- Q. BENEFITS UPON TERMINATION OF CONTRACT  
Contractor is not eligible for benefits offered by the County to regular employees.
- R. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT  
Contractor is not eligible to participate in the County's DCAP and FSA Plans offered by the County.

**VII. GENERAL PROVISIONS RELATING TO CONTRACTOR**

- A. BACKGROUND INVESTIGATION  
Contractor must pass the Department background investigation process 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/Public Administrator, or designee. The Sheriff/Coroner/Public Administrator, 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. Contractor shall not work more than nineteen (19) hours per work week without prior approval from the Sheriff/Coroner/Public Administrator, or designee. Contractor shall provide services on an "as needed" basis; County makes no guarantee as to the number of hours per week, if any, Contractor will be assigned to work. The Sheriff/Coroner/Public Administrator, or designee, shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor's actual time worked does not exceed nineteen (19) hours within any given work period.
- C. 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 laws, rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.
- D. 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 Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.
- E. 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 V 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 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.

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. CONCLUSION**

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.

This Contract and, if applicable, any subsequent amendments, 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 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 Contract upon request.

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

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Sheriff/Coroner/Public Administrator, or  
Undersheriff, or Assistant Sheriff

Dated: \_\_\_\_\_

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

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title Behavioral Health Physician I-Per Diem  
*(Print or Type)*

Dated: \_\_\_\_\_

Address On File  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►  
\_\_\_\_\_  
Scott M. Runyan, Principal Assistant County  
Counsel  
Date \_\_\_\_\_

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

Reviewed/Approved by Department  
►  
\_\_\_\_\_  
Carolina Mendoza, Chief Deputy Director of  
Sheriff's Administration  
Date \_\_\_\_\_