



**Contract Number**

\_\_\_\_\_

**SAP Number**

\_\_\_\_\_

## Department of Public Health

**Department Contract Representative** Larry Lopez  
**Telephone Number** (909) 725-5426

**Contractor** Dr. Kenneth Collado  
**Contractor Representative** \_\_\_\_\_  
**Telephone Number** On File  
**Contract Term** Effective date (as defined below)

**Original Contract Amount** \$115.58 per hour  
**Amendment Amount** N/A  
**Total Contract Amount** \_\_\_\_\_  
**Cost Center** 9309051000  
**Grant Number (if applicable)** \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County, hereinafter called the County, desires to obtain the services of Dr. Kenneth Collado, 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 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

### A. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

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

- a) Diagnose, prescribe, and administer treatment and/or medication as necessary for commonly seen infectious diseases within the Contractor's ability and training which may include human immunodeficiency virus (HIV), tuberculosis (TB), other commonly seen sexually transmitted infections, and hepatitis C (HCV) patients;
- b) Diagnose, prescribe, and administer treatment and/or medication for adult primary care in FQHCs/Medical Mobile Units as needed;
- c) Provide specialized services as described in this contract throughout the County, including at the West Valley Detention Center, with assignments to be designated by the Public Health Officer or Public Health Medical Director (Chief Medical Officer);
- d) Attend/or facilitate in TB weekly case conferences, as well as respond to periodic calls from DPH's TB case manager and/or Communicable Disease Investigator (CDI) to discuss hospital discharge approval.
- e) Attend and participate in Communicable Diseases Case conferences regularly;
- f) Provide consultative and training services to other medical professionals and paraprofessionals in the care and treatment of patients;
- g) Lead and provide instruction or oversight to Nurse Practitioners (NPs), Physician Assistants (PAs), and other physicians;
- h) Determine the necessity for referral and refer patients requiring specialized diagnostic procedures or treatment;
- i) Participate in all managed care programs sponsored by or approved by DPH;
- j) Assist with writing operating policies and procedures specific to specialized area of assignment;
- k) Participate in Quality Improvement/Quality Assurance, peer reviews, and chart audit activities based on identified Health Resources and Service Administration (HRSA) performance measures, as part of an assessment for clinical care as assigned by the Public Health Medical Director/Public Health Officer;
- l) Utilize the DPH electronic health record (EHR) system to provide accurate, up-to-date, and complete patient information at the point of care, within 72 hours of discharge from a health center;
- m) Address patient medical record deficiencies in a timely manner and ensure compliance with the electronic health information documentation standard practices;
- n) 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 additional compensation beyond that provided elsewhere in this Contract;
- o) Attend mandatory DPH and Clinic Operations meetings and participate in pertinent trainings as required by DPH and Clinic Operations, including EHR training;

- p) Engage in continual medical education to maintain core and specialty competencies;
- q) Maintain proper credentialing required by the Federally Qualified Health Centers (FQHCs);
- r) Provide and adhere to current evidence based clinical guidelines, standards of care, and standards of practice in the provision of health center services;
- s) Participate in the Inland Empire HIV Planning Council;
- t) Provide operational support and subject matter expertise to the Public Health Sexually Transmitted Infection (STI) and tuberculosis in the absence of STDTB Controller, deputy health officer, or health officer as needed;
- u) Provide vacation and temporary relief as required; and
- v) Perform such other duties and complete other special projects as may be assigned by the Public Health Officer or Medical Director.

## B. CONDITIONS OF EMPLOYMENT

Contractor shall:

- a) Possess a Doctor of Medicine (MD) or Doctor of Osteopathic Medicine (DO) professional degree from an accredited institution.
- b) Possess an active Medical License in the State of California and maintain good standing with the Medical Board.
- c) Possess and maintain a valid certificate as an infectious disease specialist from the American Board of Internal Medicine or American Board of Medical Specialties or be certified by the American Academy of HIV medicine as a HIV specialist within 3 years of graduation from residency training
- d) Possess and maintain in active status a National Provider identifier (NPI) as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- e) Possess and maintain in active status a Drug Enforcement Administration (DEA) number issued by the United States Department of Justice for the prescription of controlled substances.
- f) Possess and maintain an active healthcare provider level Basic Life Support (BLS) certificate from the American Heart Association.
- g) Be under the professional and administrative supervision of the Public Health Medical Director.
- h) Not bring personal electronic tools to document or dictate proprietary FQHC patient information in compliance with HIPAA.
- i) Travel throughout the County may be required. Contractor will be required to make provisions for such transportation.

## II. **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.

### **III. 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.

### **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 May 11, 2029, subject to the termination provisions of this paragraph. The Director of DPH is authorized to execute an amendment to the Contract to extend the term of this Contract for 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 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 Director of DPH, 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 Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. Any compensation and/or benefits provided for in this Contract based on compensation and/or benefits provided for in the San Bernardino County Exempt Group Working Conditions Ordinance (County Code section 13.0613) shall be adjusted in accordance with any future change to the San Bernardino County Exempt Group Working Conditions Ordinance. Any benefits provided under this Contract based on the San Bernardino County Exempt Group Working Conditions Ordinance shall be at a level for employees in Exempt Group C, unless otherwise specified in this contract. This Contract provides for the full compensation to Contractor for the services required hereunder. If Contractor is a current contract employee, this Contract supersedes any prior contract and continues Contractor's employment.

#### **A. SALARY RATE**

Contractor shall be compensated for services at a rate of \$115.58 per hour, which is equivalent to Step 10 of Range 95C of the salary schedule for employees in the Exempt Group. Contractor shall be eligible to receive step increases beginning of the pay period following completion of 1,040 service hours in the same manner as employees in the Exempt Group.

Contractor shall receive salary adjustments, including across-the-boards 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.

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 is eligible to receive and utilize all leaves pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Refer to Paragraph O of this Section V for processing of leave balances upon termination of this Contract.

D. 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) and Dental Premium Subsidy (DPS) in the same manner as provided to the Exempt Group to offset the cost of medical and dental plan premiums charged to Contractor. 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).

To be eligible for the MPS and DPS, Contractor must be scheduled for a minimum of forty (40) hours or more per pay period and be in paid status. Contractor shall not receive flex dollars if Contractor chooses to "opt out" or "waive" from the County sponsored health plans.

E. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay the premiums in the same manner as employees in the Exempt Group for vision care insurance.

F. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the Exempt Group. County-paid life insurance will become effective on the first day of the pay period following Contractor's first pay period in which they are in paid status and shall continue for each pay period in which the Contractor is in a paid status. For pay periods in which Contractor is not in paid status, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

G. 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 Exempt Group.

H. EXPENSE REIMBURSEMENT

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

I. 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't Code section 7522 et seq.), and the By-Laws 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 401(k) Salary Savings Plan.

J. COUNTY RETIREMENT MEDICAL TRUST ("Trust")

Upon meeting eligibility requirements, Contractor shall participate in the County Retirement Medical Trust (Trust) during the term of this Contract pursuant to the terms and conditions set forth for the employees in the Exempt Group.

Upon termination of this Contract, Contractor shall be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust in the same manner and amount as employees in the Exempt Group, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

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

K. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 401(k) and 457(b) Salary Savings Plans as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance. Contractor shall not receive County match contributions with respect to participation in such plan.

L. DEPENDANT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAAL EXPENSE REIMBURSEMENT

Contractor shall be eligible to participate in the County's DCAP and FSA Plans in the same manner as employees in the Exempt Group and per the plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

M. 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.

N. SHORT TERM DISABILITY

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

O. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Services

Upon Separation from County employment, Contractor shall be compensated for any unused Vacation, Administrative, 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 in the Exempt Group, 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 County position without a break in service, the Contractor 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 County 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 Director 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 into which the employee is hired. Any leave balances not authorized to be carried over shall be 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 Director of the County department or office in which appointment to the contract position is made, leave accrual rates and 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 provision into which the employee is hired. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service" above.

**P. SERVICE AND EFFECT ON BENEFITS**

If 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 purposed 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 of 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 Sick Leave balances. Contractor's retirement contribution rate is based on the date Contractor began participation in the County's general employee retirement system.

**VI. GENERAL PROVISIONS RELATING TO CONTRACTOR**

**A. TOUR OF DUTY**

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Public Health Director (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 not work more than 80 hours per work period without prior approval from the Director, or his/her designee. The Director, or his/her 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 80 hours within any given work period agreed work hours per pay period.

**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 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 Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

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.

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 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

Contractor shall maintain a professional license to practice medicine in the State of California, and immediately notify the Public Health Officer and Director 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 and DPH data, including, but not limited to, patient/consumer data, programs, documentation, and all other original materials produced, created by or provided for the County and/or DPH. 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 III of this Contract, 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. MISCELLANEOUS**

Government Code Section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlements 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 eleven (11) 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

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

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

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

Title Public Health Physician  
\_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_  
On File

Address \_\_\_\_\_

**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  
►  
\_\_\_\_\_  
Janki Patel, Acting Director  
Date \_\_\_\_\_