

Original

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Contract Number

10.382

SAP Number

N/A

Public Health

Department Contract Representative	<u>Karyn Baxter</u>
Telephone Number	<u>(909) 386-8369</u>
Contractor	<u>Jennifer N. Sayles, M.D.</u>
Contractor Representative	
Telephone Number	<u>(310) 463-4812</u>
Contract Term	<u>May 23, 2020 through October 23, 2020</u>
Original Contract Amount	<u>\$350.00 per hour</u>
Amendment Amount	
Total Contract Amount	
Cost Center	<u>9309401000</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino, hereinafter referred to as "County", desires to obtain the services of Contractor under the terms and conditions set forth in this Contract, and

WHEREAS, County finds **Jennifer N. Sayles M.D.**, hereinafter referred to as "Contractor", has the skills and knowledge necessary to provide Physician Consultant 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 Physician Consultant with the Department of Public Health (DPH). Contractor shall work cooperatively with the staff of DPH under the direction of the Human Services (HS) Assistant Executive Officer (AEO), or the Interim Director of Public Health, or designee, performing a broad range of duties, including, but not limited to, the following:

- A. Provide strategic and technical support to DPH and health officer for the San Bernardino County COVID-19 roadmap and response, including evaluation of criteria for Phase 2 and subsequent phase reopening, strategies to scale up resources where criteria are not met, ongoing monitoring and evaluation of key indicators through phased reopening, as well as responding to changes in COVID-19 infection rates/characteristics and adjusting approach as necessary for the health and safety of residents.
- B. Assist DPH and health officer with coordination and communication strategies with San Bernardino County health and healthcare constituencies as well as broader public engagement as needed to ensure clear public and stakeholder understanding of real time response to COVID-19.
- C. Identify opportunities to leverage existing health care resources, expertise and leadership in the County and community to execute a coordinated and effective response countywide that meets roadmap criteria for testing, personal protective equipment, and acute care surge capacity in hospitals in San Bernardino County.
- D. Support DPH to identify key resources for contract tracing activities leveraging non-traditional health care workers and other workforces, to scale activities to the level required by roadmap criteria.
- E. Support the public health officer to develop additional strategies to effectively manage and reduce COVID-19 infections in institutional and congregate living facilities, including nursing homes, group homes and jails. Identify opportunities to coordinate with the San Bernardino Healthcare workforce and facilities to leverage resources and implement coordinated and effective interventions to reduce infection rates and meet criteria related to vulnerable populations in roadmap.
- F. Assist DPH, health officer and key County and community stakeholders to develop and implement a strategy to address the impact of COVID-19 on the homeless population and meet the roadmap criteria for housing, as well as criteria for addressing other vulnerable populations at increased risk for infection.
- G. Identify strategies for further intervention with San Bernardino County communities that are disproportionately impacted by COVID-19 and experiencing disparities in infection, morbidity and mortality, such that resources and supports are deployed equitably where they are most needed in the County to stem the tide of COVID-19.
- H. Assist DPH and the health officer with other urgent needs for effectively supporting the public health of San Bernardino County residents as they arise.
- I. Performs other special projects and duties as assigned.
- J. Travel throughout the County as required.

II. CONDITIONS OF EMPLOYMENT

- A. Contractor must possess and maintain, in active status, a valid California driver license and proof of automobile liability insurance for the individual providing the transportation. Contractor will be under the professional and administrative supervision of the Assistant Executive Officer.
- B. Contractor shall engage in appropriate service-level practice to ensure regulatory requirements, in accordance with local, state, and federal laws.
- C. Contractor must possess and maintain a valid physician license in the State of California.
- D. The HS AEO and the Interim Director of Public Health, or designee will determine the number of hours per week that the Contractor will render services to DPH. Generally, Contractor will work approximately twenty (20) hours per pay period.

- E. This Contract does not preclude the Contractor from treating private patients outside of the County premises, provided the Contractor does not allow the treatment of private patients to interfere with the orderly and prompt performance of the duties required by this Contract.
- F. Contractor will take County provided Personal Identifiable Information (PII) training and successfully pass any exam as may be required. Failure to take training or pass the exam could result in Contractor not being scheduled to perform work under this Contract.

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 May 23, 2020 and shall remain in effect through October 23, 2020, subject to the termination provisions below. The HS AEO, or the Interim Director of Public Health or designee, is authorized to execute an amendment to the Contract to extend the term of this Contract for a maximum of six (6) months. 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.

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 \$350.00 per hour.

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 IV 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 the 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 Item G in this Section for processing of the aforementioned leave upon termination of this Contract.

D. EXPENSE REIMBURSEMENT

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

E. RETIREMENT PLAN

Contractor shall participate in the San Bernardino County PST Deferred Compensation Retirement Plan (PST) during the term of this Contract. Contractor shall contribute 7.5% of Contractor's biweekly gross earnings, and contributions to PST shall be automatically deducted from Contractor's earnings. Maximum total contributions shall be 7.5% of Contractor's maximum covered wages for Social Security purposes. Contractor shall enroll in the Plan on forms approved by the Human Resources Employee Benefits & Services Division. There shall be no County contribution to PST.

F. 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.

G. 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 Interim Director, or his/her designee. The Interim 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 be required to work during such hours as necessary to carry out the duties of his position, as designated by the Interim Director, and such hours may be varied so long as the work requirements and efficient operations of the County are assured. Generally, Contractor will work approximately twenty (20) 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 Department'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 Public 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 be covered by 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 termination of this Contract, pursuant to Section III above.

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's appointment is contingent upon successful completion of a Background Check and Medical Examination. Failure to successfully complete either the Background Check or Medical Examination may result in termination of employment. Contractor agrees to begin employment pending completion of the Background Check and Medical Examination.

Background Check: Contractor shall be fingerprinted through Live Scan for submittal to the Department of Justice (DOJ) and to the Federal Bureau of Investigation (FBI) pursuant to County and Public Health policies. Contractor shall also complete the necessary Disclosure and Authorization forms for submittal to Public Health's investigative consumer reporting agency for the purpose of obtaining a consumer credit report and/or a consumer report and/or an investigative consumer report. The Background Check report will be reviewed and evaluated to determine clearance for Contractor to work at Public Health.

Medical Examination: Once Public Health has reviewed and evaluated the Background Check report, Contractor will submit to and must successfully complete a Medical Examination through the County's Center for Employee Health and Wellness. The Medical Examination report will be reviewed and evaluated to determine clearance.

F. 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.

G. 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 seven (7) pages, is the full and complete document describing services regarding the Contractors 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.

COUNTY OF SAN BERNARDINO

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 Gary McBride, Chief Executive Officer

Dated: 5/22/20

DocuSigned by:
 Jennifer N. Sayles, M.D.
 By ▶ _____
 (Authorized signature - sign in blue ink)

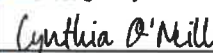
Name Jennifer N. Sayles, M.D.
(Print or type name of person signing contract)

Title Physician Consultant
(Print or Type)


Dated: May 21, 2020

Address Address on File

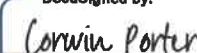
FOR COUNTY USE ONLY

Approved as to Legal Form
 DocuSigned by:
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 Cynthia O'Neill, Supervising Deputy County Counsel
 Date May 21, 2020

Reviewed for Contract Compliance
 DocuSigned by:
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 Jennifer Mulhall-Dandel, Contracts Unit
 Date May 21, 2020

Reviewed/Approved by Department
 DocuSigned by:
 ▶ 

 Corwin Porter, Interim Director of Public Health
 Date May 21, 2020