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Contract Number

24-334

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

Nancy Nguyen

Contractor Representative

Telephone Number

On file

Contract Term

04/20/2024 through 04/19/2027

Original Contract Amount

\$90.32 per hour (Range 85C, Step
15 – Professional Unit)

Amendment Amount

Total Contract Amount

Cost Center

4427831000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County desires to obtain the services of Contractor based on the terms and conditions set forth in this Contract, and

WHEREAS, Contractor has the skills, knowledge, education, licensure and certifications necessary to provide services as a full-time Dentist 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 Dentist (D.D.S.) with the Sheriff/Coroner/Public Administrator (Sheriff). Contractor shall work cooperatively with the Sheriff's staff under the direction of the Sheriff's Health Services Administrator, or designee, performing a broad range of duties during the term of the agreement, including but not limited to:

- A. Possess and maintain of a valid Dentist (D.D.S.) license issued by the Dental Board of California.
- B. Possess and maintain a current Healthcare Provider Level Basic Life Support (BLS) certificate.
- C. Possess and maintain appropriate licensure to prescribe and administer all necessary medication.
- D. Diagnosis and treatment planning.
- E. Surgical or cutting procedures on hard or soft tissues.
- F. Fitting and adjusting of correctional and prosthodontic appliances.
- G. Prescription of medicine.
- H. Placement, condensation, carving or removal of permanent restorations, including final cementation procedures.
- I. Irrigation and medication of canals, try-in cones, reaming, filing, or filling of root canals.
- J. Taking of impressions for prosthodontic appliances, bridges, or any other structures which may be worn in the mouth.
- K. Administer injectable and/or general anesthesia.
- L. Oral prophylaxis procedures.
- M. Perform other special projects and duties as assigned.
- N. Ensures all services functions achieve expected clinical and productivity outcomes.
- O. Provide vacation and temporary relief as required.
- P. Travel throughout the County as Required

II. 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 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. TERM AND TERMINATION

This Contract shall be effective April 20, 2024 through April 19, 2027. The Sheriff/Coroner/Public Administrator, Undersheriff, or Assistant Sheriff are authorized to execute amendments to this Contract to

extend the term for an additional three 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.

IV. 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 85C, Step 15 of the Professional Unit MOU, not to exceed 40 hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be eligible to receive any salary adjustments provided to, and at the same time and manner as employees in the Professional Unit. All step increases are subject to approval of the appointing authority and based on a meets standard work performance evaluation. 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

Overtime shall be defined as all hours actually worked in excess of forty (40) hours in a week. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. Sick leave that is not pre-approved and sick leave used by the Contractor, if on leave restriction, shall not be considered as time actually worked for the purpose of calculating overtime. "Pre-approved" shall mean notice (e.g., prescheduled doctor's appointment or sick leave for bereavement purposes) to management at least forty-eight (48) hours prior to the appointment. 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. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Administrative Services Unit: Bereavement, Blood Donation, Holiday, Sick, and Vacation.

Refer to Item P in this Section 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) in the same manner as the Professional Unit to offset the cost of medical plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purpose of calculating benefits or contributions for the San Bernardino County Employee's Retirement Association (SBCERA). 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 amount exceed the medical plan cost).

If enrolled in a County-sponsored medical plan and all other Plan eligibility requirements are met, Contractor shall receive a Dental Premium Subsidy (DPS) of \$9.46, per pay period, as applicable.

The applicable DPS amount shall be paid directly to the provider of the County-sponsored dental plan in which the 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 dental plan cost).

To be eligible for the MPS and DPS, Contractor must be in paid status and scheduled for a minimum of forty (40) hours per pay period.

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 for vision care insurance for Contractor (employee-only coverage) if Contractor is scheduled and receives pay for at least forty-one (41) hours per pay period.

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 Professional Unit. County-paid life insurance will become effective the first pay period in which the Contractor is in paid status and shall continue for each pay period Contractor is in a paid status. For pay periods in which Contractor does not meet the paid hours requirement, 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 Professional Unit.

H. EXPENSE REIMBURSEMENT

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

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 this 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 SBCERA.

If Contractor has attained the age of sixty (60) prior to employment, Contractor may waive membership, at the time of hire, in the SBCERA. 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.

J. RETIREMENT MEDICAL TRUST ("Trust")

Upon termination of this contract, Contractor shall be eligible to convert the cash value of unused sick leave to the 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. Contractor shall not receive County contributions to the Trust.

Refer to Item P 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 457(b) Salary Savings Plan, per the Plan Document. Contractor shall not receive County matching contributions with respect to participation in such plan.

L. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (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.

M. SHORT TERM DISABILITY

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

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

O. 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, 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.

P. 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 in 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 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 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 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 appointing authority 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 position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service" above.

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. BACKGROUND INVESTIGATION

Contractor was a contract employee immediately prior to entering into this contract, without separation from County employment, and had successfully passed the Department background investigation required for 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 40 hours per work week without prior approval from the Sheriff/Coroner/Public Administrator, or designee. 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 work does not exceed forty (40) 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 rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

D. SUBSTANCE ABUSE TESTING

If Contractor exhibits on-duty behavior indicative of substance abuse, the appointing authority or designee, shall have the right to direct Contractor to submit to substance abuse testing based on reasonable suspicion.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

VI. CONCLUSION

This Contract, consisting of nine (9) 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, 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.

The remainder of this page left intentionally blank.

IN WITNESS WHEREOF, 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*
Dawn Rowe, Chair, Board of Supervisors

Dated: APR 23 2024
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

Nancy Nguyen
(Print or type name of corporation, company, contractor, etc.)

By ► *Nancy Nguyen*
Nancy Nguyen (Apr 5, 2024 22:03 PDT)
(Authorized signature - sign in blue ink)

Name Nancy Nguyen D.D.S.
(Print or type name of person signing contract)

Title Sheriff's Department Dentist
(Print or Type)

Dated: Apr 5, 2024

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form
Richard Luczak
Richard D. Luczak, Deputy County Counsel

Date Apr 8, 2024

Reviewed for Contract Compliance
►
Date _____

Reviewed/Approved by Department
► *Kelly Welty*
Kelly Welty, Chief Deputy Director of Sheriff's
Administration
Date 4/8/24