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Contract Number  
20-270

SAP Number  
N/A

### Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	John Ades, Captain
<b>Telephone Number</b>	.(909) 387-0640
<b>Contractor</b>	Nancy Nguyen, D.D.S.
<b>Contractor Representative</b>	
<b>Telephone Number</b>	On File
<b>Contract Term</b>	05-23-2020 through 05-22-2023
<b>Original Contract Amount</b>	\$80.00 per hour
<b>Amendment Amount</b>	-----
<b>Total Contract Amount</b>	-----
<b>Cost Center</b>	4427831000

**IT IS HEREBY AGREED AS FOLLOWS:**

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

**WHEREAS**, Contractor has the skills and knowledge necessary to provide services as Sheriff's 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 Department (Sheriff). Contractor shall work cooperatively with the Sheriff's staff under the direction of the Sheriff's Health Services Administrator, 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 medicines.
- 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. Provide vacation and temporary relief as required.
- O. Travel throughout the County as required.

## **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. TERM AND AMENDMENTS

This Contract shall be effective May 23, 2020 and shall remain in effect through May 22, 2023, subject to the termination provisions below. The Sheriff/Coroner/Public Administrator is authorized to execute amendments to this Contract to extend the term for a maximum of three successive 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 a rate of \$80.00 per hour not to exceed 32 hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. 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 a work week. If Contractor is authorized by Sheriff/Coroner/Public Administrator, or designee, to work overtime, Contractor shall be compensated at the Contractor's base rate of pay.

#### C. EXPENSE REIMBURSEMENT

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

#### D. RETIREMENT PLAN

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.

#### E. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan as per the Plan document, except that Contractor shall not receive County match contribution to the Plan.

#### F. 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.

### V. GENERAL PROVISIONS RELATING TO CONTRACTOR

#### A. BACKGROUND INVESTIGATION

Contractor must pass the Sheriff's background investigation process.

**B. TOUR OF DUTY**

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Sheriff-Coroner, or his/her designee. The Sheriff/Coroner/Public Administrator, or his 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 32 hours per work week without prior approval from the Sheriff/Coroner/Public Administrator, or his 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 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 (32) 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. 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.

**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 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.

**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.

VI. CONCLUSION

This Contract, consisting of six (6) 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.

BOARD OF SUPERVISORS

By Curt Hagman  
Curt Hagman, Chairman, Board of Supervisors

Dated: MAY 19 2020

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  
of the County of San Bernardino  
Deputy



By Nancy Nguyen  
(Authorized signature - sign in blue ink)

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

Title Sheriff's Dentist  
(Print or Type)

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

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form  
By Richard D. Luczak  
Richard D. Luczak, Deputy County Counsel  
Date 5/11/2020

Reviewed for Contract Compliance  
By \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
By John Ades  
John Ades, Captain  
Date 5/11/2020