



Contract Number

SAP Number

Public Health

Department Contract Representative	<u>Samantha Padilla, DPH Contracts</u>
Telephone Number	<u>(909) 677-3929</u>
Contractor	<u>Dr. Ryan Zane</u>
Contractor Representative	_____
Telephone Number	<u>(909)841-6823</u>
Contract Term	<u>June 9, 2024 through June 30, 2027</u>
Original Contract Amount	<u>\$123.56per hour</u>
Amendment Amount	_____
Total Contract Amount	_____
Cost Center	<u>9309051000</u>

IT IS HEREBY AGREED AS FOLLOWS:

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

WHEREAS, County finds Dr. Ryan Zane, hereinafter referred to as Contractor, has the skills and knowledge necessary to provide Health Services for the County; and

WHEREAS, Contractor has the skills, knowledge, 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 Physician – Specialty Services with the Department of Public Health (DPH). Contractor shall perform a broad range of duties, including, but not limited to, the following:

- a) Examine and screen patients upon admission to treatment programs to demonstrate state of physical health;
- b) Perform diagnoses, treatment and follow-up of HIV, Tuberculosis, and Hepatitis C patients;
- c) Provide specialized services for HIV, Tuberculosis, and Hepatitis C clients in the County, including the West Valley Detention Center;
- d) Discuss findings of patients diagnosis with private physicians; consult with physicians in the community and members of other agencies or health related entities regarding public health specialty programs;
- e) Act as the primary consultant to staff regarding the medical aspects of the public health specialty program; examine, diagnose and prescribe treatment to patients and review their care as prescribed by Public Health Officer/Designee;
- f) Accept assignments in specific clinical areas, e.g., HIV, Tuberculosis, Hepatitis C, etc. such assignments to be designated by the Public Health Officer/Designee;
- g) Assist with writing specific operating policies and procedures, specific to specialized area of assignment;
- h) Perform such other duties and other special projects as may be assigned by the Public Health Officer/Designee;
- i) Act in accordance with specific operating policies and procedures established by the Department of Public Health;
- j) Utilize the DPH electronic health record system (Athena Practice Solution) to provide accurate, up-to-date, and complete patient information at the point of care within 72 hour working hours of discharge from the health center;
- k) Address patient medical record deficiencies in a timely manner and ensure compliance with the electronic health information documentation practice;
- l) Appear in any legal proceedings on behalf of the County and Department, where the need for such appearance arises out of the Contractor's work for the County under this Contract, without any additional compensation other than that provided for elsewhere in this Contract;
- m) Attend mandatory DPH and Clinic Operations meetings and participate in pertinent trainings ad required by DPH;
- n) Engage in continual medical education to maintain core and specialty competencies; and
- o) Provide coverage for the Medical Director, as needed.

B. CONDITIONS OF EMPLOYMENT

Contractor shall possess and maintain, in active status, the following:

- a) Medical License in the State of California and in good standing with the Medical Board.
- b) National Provider identifier (NPI) mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- c) Drug Enforcement Administration (DEA) controlled substance issued by the U.S Department of Justice.
- d) Maintain the proper credentialing required by the Federally Qualified Health Centers (FQHC).
- e) Participate in all required training offered by DPH and Clinic Operations Section, which includes HER training.
- f) Participate in all managed care programs sponsored by or approved by DPH.
- g) Contractor will be under the professional and administrative supervision of the Public Health Medical Director/ Chief Medical Officer (FQHC)
- h) Participate in continuous quality improvement/quality assurance, peer reviews, chart audit activities based on identified Health Resources and Service Administration (HRSA) performance measures, as part of an assessment of clinical care.
- i) Shall not bring personal electronic tools to document or dictate proprietary FQHC patient information in compliance with HIPAA.
- j) Provide and adhere to current evidence-based clinical guidelines, standards of care, standards of practice in the provision of health center services.

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

This Contract shall be effective June 9, 2024 and shall remain in effect through June 30, 2027, subject to the termination provisions below. The Director of Public Health 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 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 \$123.56 per hour, which is equivalent to Step 16 of Range 95C of the salary schedule for 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

Overtime shall be defined as all hours actually worked in excess of eighty (80) hours per pay period. For purposes of defining overtime, paid leave time, excluding sick leave and time spent attending conferences and training programs, shall be considered as time actually worked. If Contractor is authorized in writing by the Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at contractor’s base 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 Professional Services Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

Refer to item O 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) to offset the cost of medical plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits of contributions for the San Bernardino County Employee’s Retirement Association. 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). Contractor shall receive the following MPS amounts, per pay period, as applicable:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$131.69	\$263.38
Employee + 1	\$255.00	\$510.00
Employee + 2	\$360.29	\$720.59

If enrolled in a County-sponsored medical plan and all other Plan Eligibility requirements are met, Contractor shall receive a Dental Premium Subsidy (DPS) amount, per pay period, as applicable:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only		
Employee + 1	\$4.73	\$9.46
Employee + 2		

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 Services Unit. County-paid life insurance will become effective and continue for each pay period in which the 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 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 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 Services 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 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 457(b) Salary Savings Plan, per the Plan Document. Contractor shall not receive County match contributions with respect to participation in such plan.

L. 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 Services Unit 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 Professional Services Unit.

O. 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 Services 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 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 position into which the employee is hired. Any leave balances not authorized to be carried over will 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 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 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.

V. **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 the 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 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

Maintain professional license to practice medicine in the State of California, and immediately notify the 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. 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**

- A. This Contract, consisting of ten (10) 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.

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

By ► _____
(Authorized signature - sign in blue ink)

Name Ryan Zane
(Print or type name of person signing contract)

Title Public Health Physician
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
►
Richard Luczak, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►
Date _____

Reviewed/Approved by Department
►
Joshua Dugas, Director of Public Health
Date _____