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Contract Number

20 2022

SAP Number

N/A

Public Health

Department Contract Representative	Karyn Baxter
Telephone Number	(909) 386-8369
Contractor	Kelli A. Clark
Telephone Number	(909) 633-2647
Contract Term	May 11, 2020 through May 10, 2023
Original Contract Amount	\$49.37 per hour
Amendment Amount	
Total Contract Amount	
Cost Center	9309131000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino, 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 **Kelli A. Clark**, hereinafter referred to as "Contractor", has the skills and knowledge necessary to provide Infection Preventionist Registered Nurse (RN) services for the County;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

TABLE OF CONTENTS

I.	DUTIES AND RESPONSIBILITIES OF CONTRACTOR	3
II.	CONDITIONS OF EMPLOYMENT	3
III.	CONFLICT OF INTEREST	4
IV.	TERM	4
V.	COMPENSATION OF CONTRACTOR	4
VI.	GENERAL PROVISIONS RELATING TO CONTRACTOR	7
VII.	CONCLUSION	9

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as an Infection Preventionist RN with the Department of Public Health (DPH). Contractor shall work cooperatively with the staff of DPH under the direction of Trudy Raymundo, Director, or designee, performing a broad range of duties, including, but not limited to, the following:

- A. Develops, maintains and monitors an effective Healthcare Associated Infection (HAI) prevention and control program. Develops and maintains Infection Prevention Plan.
- B. Develops and conducts risk assessments.
- C. Conducts surveillance and investigations; analyzes and interprets results; and makes recommendations.
- D. Reviews and/or monitors infection control practices and clinical outcomes at facilities and care centers; makes recommendations to administrators and medical staff.
- E. May review and monitor patient information, and clinical outcomes and provide recommendations.
- F. Investigates suspected outbreaks and disease patterns; compiles and analyzes clinical data.
- G. Evaluates program effectiveness and practices for adherence to HAI prevention practices.
- H. Develops and maintains infection prevention policies and procedures.
- I. Conducts education and acts as a liaison to healthcare professionals and regulatory agencies.
- J. Conducts in-services, education and orientation for medical and nursing staff.
- K. Identifies areas for prevention for performance improvement; provides feedback and recommendations.
- L. Analyzes Center for Disease Control and California Department of Public Health regulations and guidelines; and makes recommendations.
- M. Develops, prepares and submits reports and correspondence.
- N. Leads and/or participates in committees and community outreach; provides education.
- O. Performs other special projects and duties as assigned.
- P. 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 DPH Director or an authorized designee.
- B. Engage in appropriate service-level practice to ensure regulatory requirements, in accordance with local, state, and federal laws.
- C. Must possess and maintain a valid Registered Nurse license and ensure compliance with mandated requirements.
- D. The DPH Director or an authorized designee will determine the number of hours per week that the Contractor will render services to DPH.
- E. This contract does not preclude the Contractor from treating private patients outside of the County premises, provided the Contractor does not allow private patients to interfere with the orderly and prompt treatment of DPH patients.
- 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 11, 2020 and shall remain in effect through May 10, 2023, subject to the termination provisions below. The Director of Public Health is authorized to execute amendments to the Contract to extend the term of this Contract 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.

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 \$49.37 per hour, which is equivalent to Step 11 of Group 4 of the current salary schedule for employees in the Nurses Unit. Contractor shall not exceed 40 hours per workweek unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% at the beginning of the pay period following each completion of 2,080 service hours and upon approval of the appointing authority, up to the top step of the range, based on a meets standards work performance evaluation.

Contractor shall be eligible to receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Nurses Unit.

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 is defined as all hours actually worked in excess of eighty (80) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (1½) times the Contractor's regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating time off at premium hours. Cash payment at the Contractor's

regular rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of Contract.

C. LEAVE PROVISIONS

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

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) and Dental Premium Subsidy (DPS) to offset the cost of medical and dental plan premiums charged to Contractor pursuant to the terms and conditions for employees in the Nurses Unit. 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 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 and dependents if Contractor is in paid status and in a position scheduled 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 Nurses Unit. County-paid life insurance will become effective and continue for each pay period in which Contractor is in 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 Nurses Unit.

H. EXPENSE REIMBURSEMENT

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

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 Nurses 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 in the same manner as employees in the Nurses Unit and 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 Nurses 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 Nurses 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 Nurses 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 into which the Contractor was 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 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 into which the Contractor was hired. Any leave balances not

authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service" above.

VI. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the 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 eighty (80) hours per work period without prior approval from the Director, or his/her designee. The Director 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 eighty (80) hours within any given 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 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.

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.

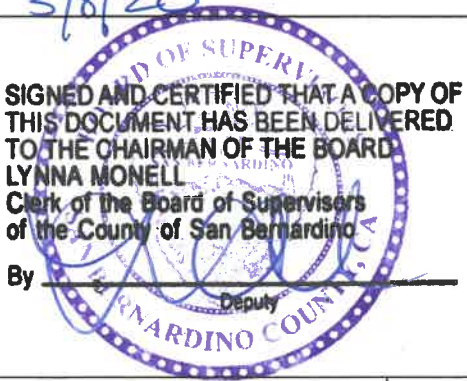
VII. CONCLUSION

- A. This Contract, consisting of nine (9) 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

By [Signature]
 Gary McBride, Chief Executive Officer

Dated: 5/8/20



By _____
 Deputy

By [Signature]
 (Authorized signature - sign in blue ink)

Name Kelli A. Clark
 (Print or type name of person signing contract)

Title Infection Preventionist RN

Dated: 5/6/2020
 (Print or Type)

Address Address on file

Approved as to Legal Form
 By [Signature]
 Cynthia O'Neill, Supervising Deputy County Counsel
 Date 5/7/2020

Reviewed for Contract Compliance
 By [Signature]
 Jennifer Mulhall-Daudel, Contracts Unit
 Date 5/7/2020

Presented to BOS for Signature
 By [Signature]
 Trudy Raymundo, Director of Public Health
 Date 5-7-20

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELLI
Clerk of the Board of Supervisors
of the County of San Bernardino

BY _____
County