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Contract Number

25-01

SAP Number

N/A

## Department of Public Health

Department Contract Representative	Rebecca Saucedo
Telephone Number	(909) 725-5426
Contractor	Dr. Farah Hazim, D.D.S.
Contractor Representative	N/A
Telephone Number	(402) 214-1750
Contract Term	Upon Effective Date (January 25, 2025, through December 31, 2025)
Original Contract Amount	\$84.27 per hour
Amendment Amount	\$0
Total Contract Amount	\$84.27 per hour
Cost Center	9300051000
Grant Number (if applicable)	N/A

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, 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. Farah Hazim, D.D.S., hereinafter referred to as Contractor, has the skills and knowledge necessary to provide Public Health Dentist 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**

Contractor shall be employed as a Dentist with the Department of Public Health (DPH). Contractor is expected to provide a range of dental services per the scope of work indicated by the Federally Qualified Health Center (FQHC). To the extent the following services fall within Contractor's licensure and credentialing, Contractor shall perform a broad range of dental duties and be responsible for the following:

- A. Be licensed in the State of California and be in good standing with the Dental Board throughout the term of this Agreement. Maintain licensure and Provider Level Basic Life Support (BLS) certification with the American Heart Association for the full duration of the contract.
- B. Obtain and maintain the proper credentialing and background checks required for the provision of services as required by FQHC designated health centers. This requirement must be met, verified, and approved by DPH prior to providing services.
- C. Attend mandatory DPH Clinic Operations Section New Employee Orientation which includes Dentrix/Electronic Health Records (HER) training.
- D. Work a minimum of forty (40) hour work week, which must include a minimum of thirty-six (36) patient contact hours and four (4) non-patient contact hours.
- E. Adhere to applicable County and DPH policies and procedures, and complete any and all required trainings, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) training. Contractor must complete all required trainings prior to commencing services at a DPH health center/clinic. Verification must be noted.
- F. Follow and adhere to monthly provider schedule.
- G. Provide routine and emergency dental services, including diagnosis and treatment plans, general restorative procedures, crown and bridge construction, removable prosthetics, endodontics and minor oral surgery.
- H. Initiate and interpret x-rays and lab studies.
- I. Administer and prescribe aesthetics and medications.
- J. Refer patients for specialty care to other clinic programs or outside agencies as appropriate.
- K. Conduct follow-up patient care.
- L. Provide dental and oral health education to patients and families.
- M. Manage and direct all clinical services and dental support staff related to patient flow.
- N. Provide input into work performance evaluations for dental support staff; assists with in-service and training of new dentists and dental support staff.
- O. Participate in peer review process.
- P. Ensure all clinical services functions achieve expected clinical and productivity outcomes; provides leadership in related quality improvement activities.
- Q. Assist in developing and implementing policies, procedures, and practice guidelines pertaining to oral health; act in accordance with specific operating policies and procedures established by DPH.
- R. Utilize only the DPH electronic health record system and dental records system to provide up-to-date, and complete patient information at the point of care within 72 working hours of discharge from the health center.

- S. Address patient dental record deficiencies in a timely manner and ensure compliance with the electronic health information documentation practice.
- T. 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.
- U. Attend mandatory DPH and Clinic Operations meetings and participate in pertinent trainings as required by DPH.
- V. Participate in managed care programs sponsored by or approved by DPH.
- W. Engage in continual dental education to maintain core and specialty competencies.
- X. Provide coverage for the DPH mobile dental units, as needed.
- Y. Travel and provide vacation and temporary relief to DPH workforce as required.

## II. **CONDITIONS OF EMPLOYMENT**

- A. Contractor shall possess and maintain, in active status, the following:
  - 1. Dentist license issued by the State of California.
  - 2. Drug Enforcement Administration (DEA) controlled substance license issued by the U.S. Department of Justice.
  - 3. American Heart Association Provider Level Basic Life Support Certification.
  - 4. Able to maintain the proper credentialing and background check required for the provision of services, as required by FQHC designated Health Centers.
  - 5. Participate in any/all required training offered by DPH and the Clinic Operations Section, which includes EMR training and Health Insurance Portability and Accountability Act (HIPAA) of 1996 training.
  - 6. Participate in all managed care programs sponsored by or approved by DPH.
  - 7. National Provider Identifier (NPI) mandated by HIPAA.
- B. Contractor will be under the professional and administrative supervision of the Dental Director or an authorized designee.
- C. Engage in appropriate service-level practice to ensure regulatory requirements, in accordance with local, state, and federal laws.
- D. Provide and adhere to current evidence-based clinical guidelines, standards of care, standard of practice in the provision of health center services.
- E. Respond to requests and requirements that deal with credentialing in a timely manner.
- F. To the extent authorized by law, participate in continuous quality improvement/quality assurance, peer reviews, and chart audit activities based on identified Health Resources & Service Administration (HRSA) performance measures, as part of an assessment of clinical care.
- G. Contractor shall not bring or use any personal electronic tools to document or dictate proprietary FQHC patient information in compliance with HIPAA. This includes adherence to applicable County and DPH policies and procedures, FQHC, Confidentiality of Medical Information Act (CMIA) and HIPAA requirements, and complete any and all required training, including but not limited to HIPAA training.

- H. Ensure compliance with mandated requirements, such as complying with DPH's Health Information Management Policy, in which all patients' medical records are expected to be completed and signed within 72 working hours of the patients discharge from the health center/clinic.
- I. The DPH Director or an authorized designee will determine the number of hours per week that the Contractor will render services to DPH.
- J. This Contract does not preclude the Contractor from treating private patients outside of the course and scope of this Contract (moonlighting), when the moonlighting: 1) is outside the hours covered by active County employment under this Contract; 2) is not on any County premises; 3) does not involve the use of any County resources; 4) does not violate any law, regulation, County or DPH ordinance, policy, procedure, rule, or practice; and 5) does not conflict or interfere with the performance of Contractor's duties and services to County under this Contract. Contractor shall be responsible for procuring and maintaining Contractor's own insurance for any moonlighting work Contractor performs that is outside the course and scope of Contractor's employment with the County under this Contract. Contractor shall not re-direct or refer any County Patients (as defined herein) to Contractor or any person or entity Contractor has a financial interest in. As provided in Section III., Contractor shall also comply with Sections III., Conflict of Interest, and IV., Code of Conduct. For purposes of this Section, "County Patients" shall include any and all patients initially seen by Contractor while providing services to County under this Contract.
- K. Contractor will take County provided Health Insurance Portability and Accountability Act (HIPAA) training. Failure to take training 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. CODE OF CONDUCT**

As a condition of employment, Contractor does hereby agree to follow all County and DPH policies, procedures, and standard practices, as well as the applicable Code of Conduct.

### **V. TERM**

This Contract shall be effective on the date it is approved by both County and Contractor (hereafter "January 25, 2025"), and shall remain in effect through December 31, 2025, subject to the termination provisions below. The Director of DPH is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of three (3) 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.

## **VI. COMPENSATION OF CONTRACTOR**

Upon the effective date (January 25, 2025) 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 \$84.27 per hour, which is equivalent to Step 11 of Range 85C of the current salary schedule for employees in the Professional Unit. Contractor shall not exceed 40 hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract.

Contractor is eligible to receive any salary adjustments and 1040 merit step adjustments in the same manner and as provided to employees in the Professional unit.

Contractor does not gain probationary or regular status during the term of this Contract.

### **B. OVERTIME**

If Contractor is authorized by the appointing authority or authorized representative to work overtime, they shall be compensated at straight time at the Contractor's base rate of pay compensating time off. Cash payment at Contractor's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or immediately prior to the termination of the contract.

Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

### **C. PAYMENT**

Contractor shall be paid bi-weekly for hours worked according to the procedures established by County's Auditor/Controller.

### **D. LEAVE PROVISIONS**

Contractor shall be eligible for the same Leave Provision benefits in the same manner and amount as employees in the Professional Unit. Refer to Paragraph R in this Section for processing of leave balances upon termination of this Contract.

### **E. 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 Professional 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).

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

Contractor shall not receive flex dollars if Contractor chooses to "opt-out" or "waive" from the County-sponsored health plans.

F. 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 in paid status and in a position scheduled for at least forty-one (41) hours per pay period.

G. LIFE INSURANCE

Contractor shall be eligible for the same Life Insurance benefits in the same manner and amount as employees in the Professional Unit. 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 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.

H. 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.

I. EXPENSE REIMBURSEMENT

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

J. 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.

K. COUNTY RETIREMENT MEDICAL TRUST ("Trust")

Upon termination of this Contract, Contractor shall be eligible to convert the cash value of unused Sick Leave to the County 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.

Refer to Paragraph R in this section for processing of unused Sick Leave balances upon termination of this Contract.

L. SALARY SAVINGS PLAN

Contractor, if eligible, may participate in available deferred compensation plans in the same manner as provided to employees in the Professional Unit, per the Plan document.

M. 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, per the plan documents.

N. 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.

O. SHORT TERM DISABILITY

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

P. OTHER BENEFITS

If eligible, Contractor may participate in voluntary participation programs in the same manner as provided to employees in the Professional unit. See plan document for eligibility criteria.

Q. 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 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, other paid leave, and Sick leave balances. Contractor's retirement contribution rate is based on the date Contractor began participating in the County's general employee retirement system.

R. 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 County 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 retain their date of hire for purposes of calculating benefits. This date of hire will establish 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 into. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service" above.

### **VII. 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 forty (40) hours per workweek 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 V. 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 (January 25, 2025) 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/contract employee or Contractor who previously met the requirement of this provision.

**F. LICENSURE**

1. Contractor shall maintain all applicable licenses to provide the services described in this Contract, including a license to practice dentistry by the State of California.
2. Contractor shall immediately notify the DPH Health Officer upon the occurrence of any of the following events:
  - a. Contractor's license to practice dentistry in the State of California is denied, suspended, restricted, terminated, revoked, or relinquished for any reason, whether voluntary or involuntary.
  - b. Contractor becomes the subject of, or materially involved in any investigation, proceeding, or disciplinary action by: Medicare and/or the Medi-Cal program or any other federal or state health care program, any state's medical board, any agency responsible for professional licensing, standards or behavior, any hospital's or health facility's medical staff, or any law enforcement agency.
  - c. Contractor is convicted of a criminal offense.
  - d. Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any federal or state health care program.
  - e. Contractor becomes the subject of any suit, action or other legal proceeding arising out of the services provided under this Contract.
  - f. Contractor is unable to provide any services under this Contract for any reason.

**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.

**I. CONFIDENTIALITY AND COMPLIANCE**

Contractor agrees to keep confidential all County and/or DPH related data, programs, documentation, including, but not limited to all information protected by CMIA and all protected health information as defined by HIPAA, and all other original materials produced, created by or provided for the County. In addition, upon termination of this Contract, Contractor agrees to return all confidential materials to the DPH Health Officer or his/her designee. As provided in Section IV. of this Contract, Contractor agrees to follow all County policies, procedures, and standard practices, as well as the Code of Conduct. CONTRACTOR shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders.

**VIII. CONCLUSION**

- A. This Contract, consisting of twelve (12) 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.
- 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.

SAN BERNARDINO COUNTY

  
 Dawn M. Rowe, Chair, Board of Supervisors

Dated: JAN 14 2025  
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By   
  
 Lynn Monell  
 Clerk of the Board of Supervisors  
 San Bernardino County  
 Deputy

Dr. Farah Hazim, D.D.S.  
 (Print or type name of corporation, company, contractor, etc.)

By   
 (Authorized signature - sign in blue ink)

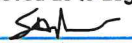
Name Farah Hazim  
 (Print or type name of person signing contract)

Title Public Health Dentist  
 (Print or Type)


Dated: 1/6/2025

Address On File

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
  
Scott Runyan (Jan 7, 2025 11:47 PST)  
 Scott Runyan, Principal Assistant County Counsel  
 Date 01/07/2025

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

Reviewed/Approved by Department  
  
Joshua Dugas (Jan 7, 2025 12:17 PST)  
 Joshua Dugas, Director of Public Health  
 Date 01/07/2025