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SAN BERNARDINO COUNTY

Contract Number
23-10

SAP Number

Human Resources Department

Department Contract Representative	**Amy Coughlin**
Telephone Number	**(909) 387-9632**
Contractor	**Dr. Monica L. Brown**
Telephone Number	
Contract Term	January 14, 2023 to June 14, 2024
Original Contract Amount	$410,623.92
Amendment Amount	N/A
Total Contract Amount	$410,623.92
Cost Center	7360001000

IT IS HEREBY AGREED AS FOLLOWS:

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

WHEREAS, County finds Monica L. Brown, M.D., M.P.H, hereinafter referred to as Contractor, has the skills and knowledge necessary to provide services for the County; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

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

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TABLE OF CONTENTS

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR 3
II. CONFLICT OF INTEREST 4
III. TERM 4
IV. COMPENSATION OF CONTRACTOR 4
V. GENERAL PROVISIONS RELATING TO CONTRACTOR 5
VI. CONCLUSION 7

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Supervising Occupational Health Physician and shall report to the Director of Human Resources or designee. Contractor shall perform a broad range of responsibilities, including, but not limited to, the following:

A. Contractor shall perform medical services in the field of occupational health as required by the County of San Bernardino. These duties and responsibilities shall include, but not be limited to, the following:

- Provide leadership in the expansion of employee occupational health, prevention, and wellness programs.
- Strengthen and reinforce a culture of quality, safety, and value across the County.
- Contributes to a culture of excellence, compassion, and innovation, in collaboration with facility staff and HR leadership.
- Act as a medical expert and advocate for employee occupational health to give voice to increase visibility for, and to support overall employee health and well-being.
- At the request of the County, represent the County as a medical authority in areas of medical expertise at various meetings, conferences, and/or seminars.
- Attend additional meetings, conferences, and workshops as requested by Human Resources.
- Collaboratively develop and coordinate with the Center for Employee Health and Wellness (CEHW), also known as the Center, and Human Resources (HR) on occupational health services for County employees as well as the rapidly changing COVID-19 response through appropriate channels, with internal and external partners.
- Develop and maintain academic affiliations and programs of mutual interest with local medical universities and training hospitals.
- Review best practices and peer reviewed literature about return-to-work guidelines and approve changes to clinical guideline documents. Legibly document clinical decisions, rationale, and plan of action for the Center.
- Establish, in collaboration with the HR Manager - Clinical Operations, written medical policies, procedures and protocols for the proper delivery of medical services.
- Provide medical direction to all medical and nursing staff assigned to and/or working at the Center.
- Provide medical consultation on employee health and wellness services provided by the Center.
- Provide direct medical care to the Center's patients and clients. This includes, but is not limited to physical assessments, medical surveillance examinations, fitness-for-duty examinations, return-to-work examinations, pre-placement examinations, and treatment and referral services for the occupationally injured and/or ill employee.
- Other duties as may be assigned.

B. Contractor shall maintain any required records and prepared reports related to services provided to the County.

C. The responsibilities and the duties of the Contractor shall include any appearances in any legal proceedings or administrative hearings on behalf of San Bernardino County, where the need for such an appearance arises out of the Contractor's work for the County under this agreement.

D. Contractor shall maintain current California Physician and Surgeon license; CPR and ACLS certifications, DEA number, and personal employee health file such as annual TB screening and testing.

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 conflicts 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 January 14, 2023, and shall remain in effect through June 14, 2024, subject to the termination provisions below. The Director of Human Resources or their designee is authorized to execute amendments 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 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 be eligible for all Exempt Group C benefits as outlined in the San Bernardino County Exempt Group Working Conditions Ordinance. 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 $116.39 per hour, which is equivalent to Step 12 of Range 99C, of the current Exempt Compensation Plan salary schedule. Contractor shall be eligible to receive step increases pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Contractor shall receive salary adjustments, across the board salary increases, and other approved incentives in the same manner, as provided to the County's Exempt employees, however, Contractor is also subject to any economic reductions imposed on the County's Exempt employees.

Payment for such services shall be made on a bi-weekly basis on the same reporting system and payroll schedule as County Exempt Employees. Contractor does not gain probationary or regular status during the term of this contract. All currently accrued service hours toward a step increase will be reset with the execution of this Contract.

B. OVERTIME

Contractor is in a position not covered by the Fair Labor Standards Act (FLSA) and is not eligible to receive overtime compensation under the FLSA.

C. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Administrative, 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 pursuant to the

terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance, 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 within 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.

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the Appointing Authority, or designee. The Appointing Authority, 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. In the performance of the duties under this Contract/contractor shall be required to work hours as necessary to carry out the duties specified in this Contract under the direction of the Appointing Authority, and such hours may be varied so long as the work requirements and efficient operation of the County are assured.

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 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 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. 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. 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.

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

A. This Contract, consisting of seven (7) 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.

SAN BERNARDINO COUNTY

► Dawn Rowe

~~Curt Hagman, Chairman,~~ Board of Supervisors
Dawn M. Rowe

Dated: JAN 10 2023

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

BOARD OF SUPERVISORS · COUNTY OF SAN BERNARDINO · SAN BERNARDINO COUNTY, CA · 1853

By ► DocuSigned by: Monica Brown
E857B9159D5A4AB...
(Authorized signature - sign in blue ink)

Name Monica Brown
(Print or type name of person signing contract)

Title Supervising Occupational Health Physician
(Print or Type)

Dated: 12/22/2022

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form
DocuSigned by:
► Cynthia O'Neill
F94BE3BCB8C46F4...
Cynthia O'Neill, Principal Assistant County Counsel
Date 12/22/2022

Reviewed for Contract Compliance
DocuSigned by:
► Gina
C7FD0F6477914ED...
Gina King, Deputy Director
Date 12/22/2022

Reviewed/Approved by Department
DocuSigned by:
► Diane Rundles
41F45F2280F0481...
Diane Rundles, Director of Human Resources
Date 1/3/2023