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**Contract Number**

**SAP Number**

N/A

## Board of Supervisors

<b>Department Contract Representative</b>	Chairman's Office
<b>Telephone Number</b>	(909) 387-4866
<b>Contractor</b>	Dr. Michael A. Sequeira
<b>Contractor Representative</b>	
<b>Telephone Number</b>	
<b>Contract Term</b>	November 21, 2020 through November 20, 2023
<b>Original Contract Amount</b>	\$147.82 hour, \$307,466.00 annually
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	
<b>Cost Center</b>	9309401000

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the County of San Bernardino (County), hereinafter called the County, desire to obtain the services of Dr. Michael A. Sequeira, hereinafter referred to as "Contractor," under the terms and conditions set forth in this Contract, and;

**WHEREAS**, County finds Dr. Michael A. Sequeira, hereinafter referred to as "Contractor", has the skills and knowledge necessary to provide County Health Officer 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 and serve as the County Health Officer under the direction of the Board of Supervisors while operating under the umbrella of the Department of Public Health Director. Contractor shall assess and protect the County's health status; assume a leadership role in the event of a countywide emergency, disaster, or terrorist event requiring the examination, quarantine, or embargo of persons or goods deemed to be a public health threat; enforce health laws; under the direction of the Director of the Department of Public Health, administer the medical aspects of DPH and manage assigned public health programs; and perform a broad range of duties, including, but not limited to, the following:

- A. Consults with the Assistant Executive Officer for the Human Services Group and the Department of Public Health Director to assist in the coordination and oversight of public health programs related to health education, communicable disease control, maternal and child health promotion and support, environmental sanitation, veterinary, and nutritional information and services;
- B. Oversees and approves all public health medical, clinical, and nursing protocols defining public nursing standards; provides guidance and medical supervision and leadership to assigned medical and nursing staff; provides expert consultation to physicians in the diagnosis and treatment of patients and the investigation of public health services to meet patient needs;
- C. Administers and supervises the medical care of patients in Public Health clinics and County Jails and Juvenile Detention facilities; monitors healthcare services; examines, diagnoses, and provides treatment to patients; prescribes and dispenses medication; consults with or makes referrals to other medical providers as needed;
- D. Assesses and reports on the community health status; assists in the development of public health policies and programs;
- E. Responds to public health emergencies and disasters as needed, utilizing the skills authorized under the professional Scope of Practice; enforces Federal, State, and local health and safety orders, laws, and regulations; supervises the Department's response to health outbreaks and environmental crises; participates in the preparation of news releases and public advisories;
- F. Maintains effective working relationships and collaborates with Federal, State, and local agencies, community healthcare providers, and organizations to coordinate and provide comprehensive medical and public health services and education; represents the Department and its programs at professional, community and agency meetings and functions; participates on committees, advisory boards, task forces, etc.; and
- G. Serves as the Department of Public Health Director in the absence of the incumbent and the Assistant Public Health Director. Assures proper adherence to quality control procedures and safety standards.

## **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 November 21, 2020 and shall remain in effect through November 20, 2023, subject to the termination provisions below. ~~The Chief Executive Officer is authorized to execute amendments to the contract to extend the term of this~~ The contract may be amended, with Board of Supervisors approval, 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 Board of Supervisors 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. Any benefits provided for in this Contract based on benefits provided for in the San Bernardino County Exempt Group Working Conditions Ordinance (County Code section 13.0613) shall be adjusted in accordance with any future change to the San Bernardino County Exempt Group Working Conditions Ordinance. Any benefits provided under this Contract based on the San Bernardino County Exempt Group Working Conditions Ordinance shall be at a level for employees in Exempt Group B, unless otherwise specified in this Contract.

##### **A. SALARY RATE**

For and in consideration of Contractor's services, County agrees to pay Contractor, and Contractor agrees to accept an annual salary of \$307,466.00, which is equivalent an hourly rate of \$147.82, calculated for payroll purposes as \$11,825.60 bi-weekly. 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 shall receive any across-the-board salary adjustments as may be granted to, and at the same time as, employees in the Exempt Group B.

Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor-Controller/Treasurer/Tax Collector.

##### **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. LEAVE PROVISIONS**

Contractor is eligible to receive and utilize all leaves pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Contractor is eligible to receive credit for previous work experience in determining Contractor's vacation accrual rate. To be eligible, Contractor must have been previously employed by a public jurisdiction or in the private sector in a comparable position or a position which has prepared Contractor for the position. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the Director of Human Resources. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one year from the Contractor's hire date

Refer to Item Q in this Section for processing of leave balances upon termination of this Contract.

##### **D. MEDICAL AND DENTAL COVERAGE**

Except as provided herein, medical and dental benefits will be provided in the same manner as offered by the County to employees in the San Bernardino County Exempt Group B Working Conditions Ordinance.

##### **E. VISION CARE INSURANCE**

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee + dependents) if Contractor is in paid status and is scheduled 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 Exempt Group B. County-paid life insurance will become effective the first pay period in which Contractor is in a paid status and shall continue for each pay period Contractor is in a paid status and shall continue for each pay period Contractor is in a paid status. For pay periods in which 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

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in Exempt Group B.

County-paid life insurance will become effective the first pay period in which the Contractor is in a paid status and continue for each pay period Contractor is in a paid status. For pay periods in which Contractor does not meet the paid hours' requirement, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

H. EXPENSE REIMBURSEMENT

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

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 retirement system, i.e., San Bernardino County Employees Retirement Association (SBCERA), during the term of this contract pursuant to the Exempt Group Working Conditions Ordinance as modified by, and in accordance with, the applicable terms of the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.).

If Contractor regularly works less than forty (40) hours per pay period, or otherwise does not meet the definition of a member of the retirement system, and is not a participant in the County's 401(k) plan, Contractor shall instead participate in the County's PST Deferred Compensation Retirement Plan.

If Contractor is first hired at age 60 or over, Contractor may choose not to become a member of the SBCERA at the time of hire, pursuant to the terms and conditions San Bernardino County Exempt Group Working Conditions Ordinance. If Contractor chooses not to become a member of SBCERA, Contractor shall be enrolled in the County's 401(k) plan pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance.

J. RETIREMENT MEDICAL TRUST ("Trust")

Upon meeting eligibility requirements, Contractor shall participate in the Trust during the term of this Contract pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Refer to Item Q 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 401(k) and 457(b) Salary Savings Plans as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

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 Exempt Group B. Contractor shall be eligible for County match up to \$40 per pay period or BSC Access+/Kaiser Choice plan enrollees are eligible for a match up to \$50 per pay period.

M. 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.

N. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in Exempt Group B.

O. LONG TERM DISABILITY

Contractor shall be eligible to receive Long-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance

P. OTHER BENEFITS

CONTRACTOR shall be eligible for the following additional benefits, based on the San Bernardino County Exempt Group Working Conditions Ordinance at a level for employees in Exempt Group B.

1. Tuition Reimbursement;
2. Employee Wellness/Fitness Center Membership.

Q. 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 the County's Exempt employees if eligibility requirements are met (See Section D, above). 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 position without a separation from County employment, type and level of benefits including, but not limited to, retirement system contributions (if applicable) and health benefits shall be based upon the provisions of the MOU or ordinance in effect at the time Contractor is appointed to a regular position. Hours worked as a County contract employee shall count towards service hours for leave accrual rates.

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. Employees may only carry over leave balances that they would otherwise be eligible for in accordance with the applicable MOU or ordinance for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will 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 new contract position is made, unused leave balances may be

maintained and carried over. Contractor may only carry over leave balances that they would otherwise be eligible for in accordance with the applicable MOU or ordinance for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service," above.

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.

## **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 his/her designee. The Appointing Authority, 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.

### **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 ordinance. 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. This provision is satisfied if Contractor is a current employee or Contractor who previously met the requirements of this provision.

### **F. PREEMPLOYMENT**

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.

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

- 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

►

Curt Hagman, Chairman, 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  
of the County of San Bernardino

By \_\_\_\_\_

Deputy

By \_\_\_\_\_

Name Dr. Michael A. Sequiera  
(Print or type name of person signing contract)

Title County Health Officer  
(Print or Type)

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

Address Address on File

Approved as to Legal Form

►

Cynthia O'Neill, Supervising Deputy County  
Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Jennifer Mulhall-Daudel, Contracts Unit

Date \_\_\_\_\_

Presented

►

Date \_\_\_\_\_