



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

William Gilbert, Director

(909) 580-6150

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
Project Name

9187964200

Office of Research and Grants

Master Employment Agreement

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the County of San Bernardino operates the Arrowhead Regional Medical Center which requires services in furtherance of the Office of Research and Grants and Arrowhead Regional Medical Center; and

WHEREAS, Contractor is qualified to perform such services;

WHEREAS, the County desires to obtain the services of Contractor on the terms and conditions set forth in this Contract;

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

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Attachments
1 – Position Description: Staff Analyst I

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a _____ (as provided in the Position Classification Table below) assigned to the Arrowhead Regional Medical Center (ARMC). Contractor shall perform a broad range of responsibilities in promotion of the County of San Bernardino (County) Office of Research and Grants (ORG) program under the Agreement. It is the intent that this contract will serve as a means to hire employees while the County necessitates the Office of Research and Grants in collaboration with Arrowhead Regional Medical Center (ARMC) and all affiliated Accreditation Council for Graduate Medical Education (ACGME) or other academic programs that require research and grant assistance as part of their accreditation process. Attachment 1 is the Position Description and provide the specific duties and responsibilities assigned to Contractor.

Position Classification
Staff Analyst I

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 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 association. 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. An employee is also subject to applicable provisions of the California Government Code, including but not limited to Sections 1090, 1126, 87100, and/or any other conflict of interest Code, policy or rule applicable to County employment.

III. CODE OF CONDUCT

As a condition of employment, Contractor does hereby agree to follow and uphold the Standards for Employee Conduct outlined in ARMC’s Administrative Operations Manual Policy No. 200.22.

IV. CONTRACT TERM

This Contract shall be effective ___**September 1, 2023**___ through ___**August 31, 2025**___, subject to the termination provisions of this Paragraph. The Director of Arrowhead Regional Medical Center (Director) or his/her designee is authorized to issue a written notice to Contractor 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 and is contingent upon the availability of funds under the amended agreement.. Contractor shall serve at the pleasure of the Director, or designated 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. If Contractor is a current County employee, the current supersedes any prior contract.

A. SALARY RATE

Contractor shall be compensated for services rendered at a rate of \$_____ per hour, not to exceed 40 hours a work period unless expressly authorized pursuant to the Overtime provisions of this contract. Upon approval of the Director, Contractor shall be eligible to receive a step advancement at the beginning of the pay period following the pay period after each completion of 1040 service hours and upon approval of the appointing authority, up to a maximum rate of pay per hour, based on meets standards work performance. All previously completed service hours counted toward step advancements under the prior contract, shall count towards the next step advancement provided for under this Contract.

Contractor shall receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Administrative Services Bargaining 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 of this contract under Section IV of this contract.

Position Classification	Range Equivalent
Staff Analyst I	50

B. OVERTIME

It is the policy of ARMC to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Director or his/her designee to arrange for the accomplishment of workload under his/her jurisdiction within a reasonable period of time. ARMC has the right to require overtime to be worked as necessary.

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work week. For purposes of defining overtime, paid sick leave shall not be considered as time actually worked. Contractor shall not work more than 40 hours per week without prior approval from the Director or his/her designee. If Contractor is authorized by the Director or his/her designee to work overtime, Contractor shall be eligible to receive overtime compensation at premium rates, i.e., one and one-half (1-1/2) times the employee’s regular rate of pay. The Director or his/her designee shall have the right to direct Contractor to take such time off as necessary to ensure that Contractor’s actual time worked does not exceed forty (40) hours within a given work week.

C. LEAVE PROVISIONS

Contractor shall receive, or be subject to the following leave provisions in the same manner and amount as employees in the Administrative Services Bargaining Unit: Bereavement, Vacation, Holiday, Compulsory, Jury Duty, Witness Leave, and Blood Donations, except that accrue Sick and Vacation.

Refer to Item P 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) in the same manner as the Administrative Services Bargaining Unit, to offset the cost of medical plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits or 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).

To be eligible for the MPS and DPS, Contractor must be scheduled for a minimum of forty (40) hours per pay period and be in paid status.

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 in the same manner as the Administrative Services Bargaining Unit for Contractor (employee-only coverage) if Contractor is scheduled and works 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 Administrative Services Bargaining Unit. County paid life insurance will become effective and continue for each pay period in which the Contractor is paid for one half plus one of Contractor's scheduled hours. 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

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 Administrative Services Bargaining Unit.

H. EXPENSE REIMBURSEMENT

Contractor shall be eligible for private mileage reimbursement for attendance at off-site meetings in the same manner and amount as employees in the Administrative Services Bargaining Unit.

I. RETIREMENT PLANS

If Contractor is regularly scheduled for and regularly works a minimum of 40 hours per pay period, Contractor shall participate in the County's general 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 60 prior to employment, Contractor may waive membership, at the time of hire, in the San Bernardino County Employees' Retirement Association. If Contractor regularly works less than 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 COUNTY MEDICAL 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 Administrative Services Bargaining Unit, provided the Contractor meets the eligibility requirements (e.g. years of service, etc.) for participation. Contractor shall not receive County contributions to the County Trust.

Refer to Item P 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 as per the Plan document, except that Contractor shall not receive County match contribution to the 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 Administrative Services Bargaining 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 (e.g. FMLA, Military Leave, ACA, Time off for Voting and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall 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 Short-Term Disability insurance benefits in the same manner as offered to employees in the Administrative Services Bargaining Unit.

O. SERVICE AND EFFECTS 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 participation in the County's general employee retirement system.

P. BENEFITS UPON TERMINATION

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Administrative Leave, Vacation Leave, and Holiday Leave **[as applicable]** at the then base rate of pay in the same manner as the employees in the Administrative Services Bargaining Unit.

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 Administrative Services Bargaining Unit if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick leave shall be forfeited.

OR

Contractor Separated from County Service (Contractor participates in PST)

Upon separation from County employment, Contractor shall be compensated for any unused Administrative Leave, Vacation Leave, and Holiday Leave **[as applicable]** at the then base rate of pay in the same manner as the employees in the Administrative Services Bargaining Unit. 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 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 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 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 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 hired into. Any leave balances not authorized to be carried over will 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 work week) 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 /40 hours per work week 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 /40 hours within any given work week.

B. CLASSIFICATION

Contractor shall not attain regular status as a County employee, and as an unclassified employee, will not be provided rights under the San Bernardino County Personnel Rules that are afforded to regular status employees. 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 COVERAGE

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 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 must present ARMC Human Resources with acceptable documents evidencing identity and employment authorization prior to 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 pursuant to County and ARMC policies. Contractor shall also complete the necessary Disclosure and Authorization forms for submittal to ARMC's investigative consumer reporting agency for the purpose of obtaining a consumer credit report and/or a consumer report and/or an investigative consumer report. This provision is satisfied if Contractor is a current employee who previously met the requirement of this provision.

F. CERTIFICATION/LICENSURE/MINIMUM QUALIFICATIONS

Contractor should possess the same minimum qualifications as represented employees.

G. DIRECT DEPOSIT

Contractor must make and maintain 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. CONFIDENTIALITY

Contractor agrees to keep confidential all patient data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created by or provided for the Arrowhead Regional Medical Center. In addition, upon termination of this contract, Contractor agrees to return all confidential materials to the Director or his/her designee.

J. 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. ELECTRONIC SIGNATURES

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail 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 Agreement upon request.

VIII. CONCLUSION

This Contract, consisting of ten (10) pages and one (1) Attachment, is the full and complete document describing services regarding the Contractor’s rights and obligations of the parties, including all covenants, conditions, and benefits.

SAN BERNARDINO COUNTY

▶

William L. Gilbert, Director

Dated: _____

By _____

(Print or type name of corporation, company, contractor, etc.)

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

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____
Address on file

FOR COUNTY USE ONLY

Approved as to Legal Form
▶
Cynthia O’Neill, Supervising Deputy County Counsel
Date

Reviewed for Contract Compliance
▶
Date

Reviewed/Approved by Department
▶
William L. Gilbert, Director
Date

Attachment I
Position Description
Staff Analyst I

POSITION SUMMARY

Under direction of the Hospital Program Administrator (HPA) and the Administrative Supervisor I (ASI), performs a variety of research studies, provides technical data, may recommend policies, procedures, systems, and methods for the improvement of the operations, services, or programs of the organization served; studies may involve administrative, organizational, budgetary or legislative grant or contract matters; performs related duties as required.

POSITION DUTIES AND RESPONSIBILITIES

1. Performs monthly auditing of grant expenses to verify that expenses are appropriately assigned to correct expense categories, are coded to the correct cost center codes, and are in compliance with grant agreement stipulations.
2. Prepares monthly reports of grant activities by program and grant for review by the administration and Program Managers; including but not limited to the number of spending requests received, in-process, and completed during the month.
3. Prepares Board Agenda Item required documents for awarded grants and coordinates with ARMC contracts team to secure timely board approval.
4. Coordinates with County Legal to address any issues regarding grant contracting with private, State and Federal entities.
5. Coordinates with ARMC Contracts Team on any amendments, extensions, and modifications of existing grant agreements to ensure timely Board of Supervisors adoption.
6. Provides support to Post Award Team by helping to process invoices, and spending requests.
7. Takes the lead in preparing the monthly departmental credit card reports for review by the HPA and ASI.
8. Maintain Invoice and Grant logs to ensure they are up to date for review by department administrator.
9. Take the lead in preparing quarterly, bi-annual, and annual grant reports for each grant award and ensuring these are submitted accurately and timely to grantor agencies.
10. Researches, audits and analyzes accounting and technical transactions to resolve questions and validate data; verifies fiscal accountability and fund integrity for transactions.
11. Reviews cost code spending in hospital financial reports and compares spending to departmental budgets and research discrepancies and unusual spending.
12. Prepares departmental Monthly Operating Reports for review by HPA and ASI each month.
13. Develops written procedures to implement adopted policies or describe standard practices; designs or improves forms to expedite operations; coordinates the publication and dissemination of procedures.
14. Monitors documents for accuracy and compliance with Federal, state, and local policies and practices.
15. Responds to grant inquiries from hospital departments, hospital administration, outside agencies, and outside researchers; provides requested information and/or directs inquiries to appropriate personnel for review in compliance with hospital policies and procedures.
16. Performs a variety of general accounting duties including account analysis, classification of costs and charges, reconciliation, and report preparation.
17. Drafts and prepares contracts to provide needed services; monitors contracts for compliance to financial terms; interprets contract terms and recommends solutions to contractual problems.

18. Provide assistance and support to the ARMC Grant Writer to complete complex applications on short deadlines to ensure timely submission.
19. Take the lead in helping the ARMC Grant Writer navigate the County Grant Approval Submission process to ensure appropriate approval is given in time to apply for grant opportunities.
20. Assist in preparing annual operating budgets and providing recommendations based on prior year grant spending to ensure accurate budgeting.
21. Provide vacation and temporary relief as required.
22. Perform other duties and projects as assigned.