THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



(\mathbb{C}_0	ntr	act	Nu	ım	he	r
	u	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	avı	110		ve	

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative Andrew Goldfrach. ARMC Chief Executive Officer **Telephone Number** (909)580-6150 Contractor Fred Mendoza **Contractor Representative** N/A **Telephone Number** N/A Contract Term September 6, 2025, through September 1, 2028 Initial Hourly Rate - \$60.57 **Original Contract Amount** Amendment Amount **Total Contract Amount Cost Center** 9110004200 **Grant Number (if applicable)** N/A

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, through its Arrowhead Regional Medical Center, hereinafter called the Appointing Authority, and Fred Mendoza, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

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

WHEREAS, 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:

TABLE OF CONTENTS

	Section	<u>Page</u>
l.	Duties and Responsibilities of Contractor	3
II.	Conflict of Interest	3
III.	Code of Conduct	3
IV.	Term	3
٧.	Compensation of Contractor	3
VI.	General Provisions Relating to Contractor	7
VII.	Conclusion	8

Attachment 1 – Position Job Description

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

- A. Contractor shall be employed as a <u>Manager</u>, <u>Uncompensated Care</u> and assigned to Arrowhead Regional Medical Center (ARMC), reporting directly to the ARMC Chief Executive Officer (ARMC CEO).
- B. The Contractor shall perform program services and other specific duties as outlined in the Job Description Attachment 1, attached hereto and incorporated into the Contract by this reference.

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 nor shall have a financial or other personal interest or association 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 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 adhere to work rules and performance standards established for their position by the Appointing Authority, and as established in the San Bernardino County Personnel Rules and ARMC's Administrative Operations Manual Policy No. 200.22. Contractor also agrees to comply with all County and Appointing Authority policies, procedures, and standard practices, as well as the applicable Code of Conduct.

IV. TERM

This Contract shall be effective September 6, 2025, through September 1, 2028, subject to the termination provisions of this Paragraph. The ARMC CEO 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 upon fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. The Contractor shall serve at the pleasure of the Appointing Authority, who shall have the full authority and discretion to exercise County rights under this Paragraph.

V. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, Contractor shall be considered a contract employee in the County's unclassified service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for services required hereunder. This Contract supersedes any prior employment contract between County and Contractor.

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$60.57 per hour and shall be assigned to Step 14 within the designated salary grade 66A of the compensation plan for the Management Unit of the Consolidated MOU. The salary is established for the job classification, commensurate with duties, as provided in Attachment 1.

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

For calculating service hours towards various economic benefits provided by the Management Unit, all hours as a County Contract employee will be maintained if there is no break in service.

B. RATE ADJUSTMENTS

Contractor is eligible to receive any salary adjustments and economic benefits (i.e. across the board, longevity pay, retention pay) and 1040 merit step adjustments in the same manner and as provided to other Management Unit employees, however, Contractor is also subject to any economic reductions imposed.

C. OVERTIME

Contractor meets the salary and duty requirements for an exemption from overtime compensation according to the Fair Labor Standards Act (FLSA). Contractor is not eligible to receive overtime compensation under the FLSA or this agreement.

D. PAYMENT

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

E. LEAVE PROVISIONS

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

F. MEDICAL, DENTAL and VISION COVERAGE

Contractor must enroll in a medical and dental plan offered by the County unless already enrolled in comparable employer-sponsored group coverage.

If eligible, the Contractor shall receive all eligible medical benefits, including a Medical Premium Subsidy (MPS) in the same manner as provided to other Management Unit employees to offset the cost of medical and dental insurance premiums charged to the Contractor. 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 have received pay for at least one-half plus one hour of scheduled hours in a pay period.

If Contractor is currently an "opt-out" or waive from the County sponsored health plans immediately prior to the effective date of this contract, they will continue to receive the same dollar amount. However, if the Contractor subsequently enrolls in a County sponsored health plan and at a later date elects to opt-out or waive, Contractor will receive \$40 per pay period.

G. BASIC TERM LIFE INSURANCE

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

I. SHORT-TERM DISABILITY

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

J. EXPENSE REIMBURSEMENT

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

K. <u>RETIREMENT PLANS</u>

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 Bylaws 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.

L. <u>SALARY SAVINGS</u> 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.

M. COUNTY RETIREMENT MEDICAL TRUST

Contractor, if eligible, may participate in the County Retirement Medical Trust in the same manner as provided to employees in the Management Unit, per the Consolidated MOU.

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. OTHER BENEFITS

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

P. <u>SERVICE AND EFFECTS ON BENEFITS</u>

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.

Q. <u>BENEFITS UPON TERMINATION</u>

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 in the same manner and amount as employees in the Management 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 maintain their existing hire date for the purposes of calculating benefits (Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, longevity, health benefits, and leave accrual rates shall be based upon the provisions of the applicable 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 an 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 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 hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service" above.

VI. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the ARMC CEO or designee. The ARMC CEO, 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. Contractor shall be required to work during such hours as necessary to carry out the duties of his position, as designated by the ARMC CEO, or designee, and such hours may be varied so long as the work requirements and efficient operations 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 laws, 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 General 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 this Contract. Contractor agrees to allow 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 this Contract, Contractor shall, at Contractor's sole cost, maintain vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section IV 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 preemployment background check, including a medical examination through the County's Center for Employee Health and Wellness. This provision is satisfied if Contractor is a current/contract employee who previously met the requirement of this provision.

F. 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.

G. CONFIDENTIALITY AND COMPLIANCE

Contractor agrees to keep confidential all County data, including, but not limited to, patient data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created by or provided for the County Department. In addition, upon termination of this contract, Contractor agrees to return all confidential materials to the ARMC CEO or his/her designee. As provided in Section III of this Contract, Contractor agrees to follow all County policies, procedures, and standard practices, as well as the Code of Conduct provided by the designated Department. Contractor shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders.

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.

VII. CONCLUSION

- A. This contract, consisting of eleven (11) pages, including Attachment 1, 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

>	By ►	
Dawn Rowe, Chair, Board of Supervisors	(Authorized signature - sign in blue ink)	
Dated:	Name Fred Mendoza	
SIGNED AND CERTIFIED THAT A COPY OF THIS	(Print or type name of person signing contract)	
DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD	Title Uncompensated Care Manager	
Lynna Monell Clerk of the Board of Supervisors of the County of San Bernardino	(Print or Type)	
Ву	Dated:	
Deputy		
	Address on file	

FOR COUNTY USE ONLY						
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department				
<u></u>	•	>				
Scott Runyan, Principal Assistant County Counsel	Gina King, HR Assistant Director	Andrew Goldfrach, ARMC Chief Executive Officer				
Date	Date	Date				

Position Description Manager, Uncompensated Care

Contractor shall be employed as a **Manager**, **Uncompensated Care**. Contractor shall perform a broad range of responsibilities, including, but not limited to, the following:

Leadership

- Support CFO, ARMC CEO, Department Director or Deputy Executive Officer in establishing and implementing state programs, organizational policies and procedures.
- Manage key programs including Presumptive Eligibility Medi-Cal Program (Hospital PE), Fiscal Reimbursement Program for incarcerated patients admitted to ARMC (MCL.CIP), and IEHP Reassignment Project.
- Monitor the effectiveness of programs, policies and procedures, implement improvements and make recommendations to administration as necessary.

Fiscal and Analytical Operations

- Receive, evaluate, and synthesize current fiscal year departmental financial data to develop the Yearly Budget Preparation and Assumptions. This will involve reviewing financial transactions and expenses. Complete a budget report for the next fiscal year, including justifications and alignment with ARMC administration fiscal goals.
- Compile and analyze the monthly departmental financial and productivity data for inclusion in the Monthly Operating Report (MOR) and present.
- Supervise preparation of initial budgets, develop justifications, prepare final budgets, monitor budget performance; initiate corrective actions on variances.
- Manage Financial Assistance trackers and Medicaid spenddown processes to ensure efficient case processing.

Case and Program Coordination

- Direct and coordinate fiscal operations, including budgeting, purchasing, accounting and personnel functions.
- Maintain departmental budget accuracy and productivity scores, review Monthly Operating Reports (MOR) and productivity reports for efficiency and accuracy.
- Assist with High Level of Care (HLOC) transfers and secure funding sources to cover Sheriff's inmate transfers to higher-level care facilities.

Personnel Management

- Select, train, supervise, evaluate, and discipline employees and subordinate supervisors to ensure departmental needs are met.
- Provide training and ensure all staff maintain required certifications, including state-mandated Affordable Care Act and Hospital PE program training.
- Manage all personnel actions, including interviewing, hiring, and completing work performance evaluations.
- Serve as a liaison between departments, ensuring operational goals are achieved and staff productivity is maintained.

Program Evaluation and Compliance

 Analyze data and provide quantifiable outcomes to monitor program effectiveness and facilitate achievement of program expectations.

- Review and interpret new federal and state legislation, particularly as it pertains to Medi-Cal programs, and ensure hospital compliance.
- Coordinate with administrative law judges on Medi-Cal appeals and manage program audits, serving as the point of reference for questions and procedures.

Interdepartmental and External Coordination

- Coordinate activities and programs with other county departments, governmental agencies, and private entities; meet to establish and maintain Memorandum of Understanding (MOU) standards.
- Work with Case Management on patient discharge planning to secure payer funding where applicable.

Research, Analysis and Reporting

- Conduct and direct complex studies to resolve administrative and operational problems.
- Prepare, review and present reports, grant proposals, correspondence, and other documents to leadership, boards, and commissions to gain approval for programs and projects.

Leadership and Representation

- Represent the department at governmental, hospital, and community meetings, making presentations on programs and services provided.
- Provide vacation and temporary relief coverage as needed.