



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

PMQ Medi-Cal Specialist
Master Employment Agreement

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino operates the Arrowhead Regional Medical Center which requires services in furtherance of the Medi-Cal Specialist; 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:

TABLE OF CONTENTS

	<u>Page</u>
I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR	3
II. CONFLICT OF INTEREST	3
III. CODE OF CONDUCT	3
IV. CONTRACT TERM	3
V. COMPENSATION OF CONTRACTOR	4
VI. GENERAL PROVISIONS RELATING TO CONTRACTOR	7
VII. CONCLUSION	10

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Medi-Cal Specialist assigned to the Arrowhead Regional Medical Center (ARMC). Contractor will perform a broad range of duties including:

- A. Obtaining a patient's insurance verification, Medi-Cal eligibility, and Social Security eligibility in the Medical Center and Arrowhead Behavioral Health Unit; and
- B. Assisting in identifying all accounts with a financial class of 5, D and O's; and
- C. Interviewing and screening patients at their bedside to determine Medi-Cal eligibility by using the following criteria: AFDC (Parents with minor children under the age of 21 years old living in the home); Aged, Blind or a Disablement lasting more than 12 months; Pregnancy; minors under 21; and
- D. Coordinating information with a variety of departments within the Arrowhead Regional Medical Center; and
- E. Interacting and coordinating patient's benefits with Human Services System (HSS) Eligibility Workers, Clinical Social Workers, Physicians, Social Security Administration, and other entities as necessary; and
- F. Maintaining all logs, interpreting data to increase performance where needed; and
- G. Maintaining updates on new Medi-Cal rules and regulations; and
- H. Monitor the accounts for status on the two systems, which are the TP (County Welfare System), A2K (hospital computer system).
- I. Provide vacation and temporary relief as required.
- J. Perform related duties and projects as assigned or requested.

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 _____ through _____, subject to the termination provisions of this Paragraph. The Director of Arrowhead Regional Medical Center (Director) or his/her designee is authorized to execute amendments to the Contract to extend the term

of this Contract for a maximum of two (2) successive one (1)-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 Director of Arrowhead Regional Medical Center (Director) and is contingent upon the availability of funds under the amended Agreement. Contractor shall serve at the pleasure of the Director, or his/her designee, 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 of Contractor.

A. SALARY RATE

Contractor shall be compensated for services at a rate of xxx, which is equivalent to Step x of Range 39 of the current salary schedule for employees in the XXXX unit. Contractor shall not exceed forty (40) hours per pay period unless expressly authorized pursuant to the Overtime provision of this contract. Additional salary adjustments shall be effective only upon execution of a written amendment to this agreement. Payment for such services shall be made on a biweekly basis during the term of this contract under Section IV.

Contractor shall be evaluated and will be eligible to receive step increases after each completion of 1,040 service hours up to the top step of the range, based on a meets standards work performance evaluation.

Contractor shall be eligible to receive salary adjustments, including Across the Board adjustments, in the same manner as employees in the Technical & Inspection Unit.

B. OVERTIME

Overtime is defined as all hours actually worked in excess of forty (40) hours during a pay period. If Contractor is authorized by Director or his/her designee to work overtime, Contractor shall receive overtime compensation at premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay.

In lieu of cash payment, upon request of Contractor and approval of the Director or his/her designee, Contractor may accrue compensating time off at premium hours. Cash payment at the Contractor's regular rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of contract.

C. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Technical & Inspection Unit: Sick, Bereavement, Vacation, Holiday, Compulsory, Jury Duty, Examination Time, Witness Leave, and Blood Donations.

Refer to Item M in this Section for procession of leave balances upon termination of this contract.

D. BENEFIT PLAN

Contractor must enroll in a health and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of health plan premiums charged to Contractor pursuant to the terms and conditions set forth for the Technical and Inspection Unit. 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 health plan in which the eligible employee has enrolled. In no case shall the MPS exceed the total cost of the health insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost).

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 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.

Contractor shall receive a Dental Premium Subsidy (DPS) in an amount up to \$9.46 per pay period. 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 receive any increases or decreases to the MPS and/or DPS in the same amount and at the same time as employees in the Technical & Inspection unit.

To be eligible for the MPS and DPS Contractor must have received pay for at least one-half plus one hour of scheduled hours in a pay period.

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee-only coverage) if Contractor is scheduled at least forty-one (41) hours per pay period.

E. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as Technical & Inspection Unit employees. County paid life insurance will become effective the first pay period in which Contractor is in a paid status for one half plus one of their scheduled hours and continue for each pay period in which the Contractor is paid for one half plus one of their 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.

A. 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 Technical & Inspection Unit.

F. EXPENSE REIMBURSEMENT

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

G. RETIREMENT PLANS

If Contractor 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 Employees 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.

H. RETIREMENT 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 Technical & Inspection Unit, provided the Contractor meets the eligibility requirements (e.g. years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Refer to Item M in this section for processing of unused sick leave balances upon termination of this contract.

I. 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.

J. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law (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 receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this contract.

K. SHORT TERM DISABILITY

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

L. 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.

M. BENEFITS UPON TERMINATION

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused, Vacation Leave, and Holiday Leave [as applicable] 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 Technical & Inspection 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)

If Contractor has attained the age of sixty (60) prior to employment and waived the San Bernardino County Employee's Retirement Association at the time of hire, upon separation from County employment, Contractor shall be compensated for any unused, Vacation Leave, and Holiday Leave [as applicable] at the then base rate of pay. 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. Director or his/her designee may direct Contractor to work fewer hours than assigned per scheduled shift due to low volume. Further, Director, or his/her designee may cancel any scheduled shift assigned to Contractor prior to the beginning of said shift.

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's license at all times during the performance of 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 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. This provision is satisfied if Contractor is a current 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

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.

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

This contract, consisting of ten (10) 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.

VIII. ELECTRONIC SIGNATURE

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

▶

William L. Gilbert, Director

Dated: _____

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

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

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

▶

Cynthia O’Neill, Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance

▶

Date _____

Reviewed/Approved by Department

▶

William L. Gilbert, Director

Date _____