



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

GILEAD
Master Employment Agreement

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino operates the Arrowhead Regional Medical Center which requires services of the Contractor; 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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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Medical Laboratory Technologist assigned to the Arrowhead Regional Medical Center (ARMC). Contractor shall perform a broad range of responsibilities in support of the FOCUS program, which advances best practices in HIV and hepatitis screening.

- A. Performs examinations and control tests such as hematological, serological, chemical, bacteriological, and parasitological tests using standardized procedures and some specialized procedure to determine incidence of disease or abnormal conditions.
- B. Groups, types and cross matches blood and determines antibodies and blood count.
- C. Performs qualitative and quantitative chemical analysis of blood, urine and other body fluids.
- D. Participates in evaluation of Laboratory methods and procedures.
- E. Performs maintenance of manual and automated Laboratory analysis equipment.
- F. Participates in the training of entry level and student Laboratory technology personnel.
- G. Prepares stains, media and reagents.
- H. Analyzes and interprets Laboratory data.
- I. Maintains records and makes reports.
- J. Provides vacation and temporary relief as required.
- K. Additional duties as assigned.

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 July 27, 2021, 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 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.

A. SALARY RATE

Contractor shall be compensated for services rendered at a rate of \$_____ per hour, not to exceed 80 hours a pay period/40 hours a work period unless expressly authorized pursuant to the Overtime provision of this contract. Due to the variability of GILEAD grant funding, salary adjustments shall be effective only upon execution of a written amendment to this agreement and the availability of funding. Contractor shall be eligible to receive a step advancement at the beginning of the pay period following the pay period in which the Contractor completes 2,080 service hours based on a meets standards work performance evaluation. All previously completed service hours under the immediately prior contract, to the extent that such service hours counted toward step advancements under the prior contract, shall count towards the next step advancements provided for under this Contract. 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.

Position Classification	Minimum Rate	Maximum Rate
Contract Medical Laboratory Technologist	\$41.00	\$54.65

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 is defined as all hours actually worked in excess of eighty (80) hours during a pay period. For purposes of defining overtime, paid sick leave shall not be considered as time actually worked.

Contractor shall not work in excess of eighty (80) hours in a pay period 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 shall have the right to direct Contractor to take such time off as is necessary to insure that Contractor's actual time worked does not exceed eighty (80) hours within the work period.

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 Leave Provision outlined in the County Standard Operating Procedure regarding the California Healthy Families Act of 2014 (AB 1522).

D. BENEFIT PLAN

If Contractor meets the eligibility requirements, Contractor will have the option to enroll in the Bronze Plan PPO Medical Plan at Contractor's own expense.

E. 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.

F. 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.

G. 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 Professional Unit and per the Plan documents. Contractor shall not receive any County match contributions with respect to participation in either Plan.

H. 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.

I. 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.

J. BENEFITS UPON TERMINATION

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. 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 80 hours in a pay period 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 insure that Contractor's actual time worked does not exceed 80 hours within any given pay period.

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 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 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 nine (9) 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.

COUNTY OF SAN BERNARDINO

►

Director and /or Designee
Arrowhead Regional Medical Center

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 ► _____
(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

►

Date _____