



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

William L. Gilbert, Hospital 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:

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: Fiscal Specialist 2 – Position Description: Grant Writer

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a(n) _____ (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. Attachments 1-2 are the Positions Descriptions and provide the specific duties and responsibilities assigned to Contractor.

Position Classification
Grant Writer
Fiscal Specialist

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 February 29, 2024, 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 provisions of this contract. Upon approval of the Director, Contractor shall be eligible to receive an approximate 2.5% step advancement at the beginning of the pay period following the pay period after each completion of 2080 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 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.

For Contractors hired as a Grant Writer, Contractors shall receive any across-the-board salary adjustments (increases or decreases) provided to, and at the same time as employees in Administrative Unit.

For Contractors hired as a Fiscal Specialist, Contractors shall receive any across-the-board salary adjustments (increases or decreases) provided to, and at the same time as employees in Clerical Unit.

Position Classification	Range Equivalent	Minimum Rate	Maximum Rate
Grant Writer	46	\$23.01	\$31.63
Fiscal Specialist	35	\$17.58	\$24.15

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

For Contractors hired as a Grant Writer, Contractors shall receive, or be subject to the following leave provisions in the same manner and amount as employees in the Administrative Unit: Bereavement, Vacation, Holiday, Compulsory, Jury Duty, Witness Leave, and Blood Donations, except that accrue Sick and Vacation Leave at the rate of 3.08 hours per pay period and the vacation allowance shall be available for use the pay period following 6 pay periods from the Contractor's date of hire.

For Contractors hired as a Fiscal Specialist, Contractors shall receive, or be subject to the following leave provisions in the same manner and amount as employees in the Clerical Unit: Bereavement, Vacation, Holiday, Compulsory, Jury Duty, Witness Leave, and Blood Donations, except that accrue Sick and Vacation Leave at the rate of 3.08 hours per pay period and the vacation allowance shall be available for use the pay period following 6 pay periods from the Contractor's date of hire.

Refer to Item P in this section for processing of leave balances upon termination of this Contract.

D. BENEFIT PLAN

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in another comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) 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). Contractor shall receive the following MPS amounts, per pay period, as applicable:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$127.56	\$255.12
Employee + 1	\$246.78	\$493.55
Employee + 2	\$348.67	\$697.34

Effective July 30, 2022, the MPS amounts for employees in all Units shall increase to the following amounts per pay period:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$131.69	\$263.38
Employee + 1	\$255.00	\$510.00
Employee + 2	\$360.29	\$720.59

If enrolled in a County-sponsored medical plan and all other Plan eligibility requirements are met, Contractor shall receive a Dental Premium Subsidy (DPS) amount, per pay period, as applicable:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only		
Employee + 1	\$4.73	Up to \$9.46
Employee + 2		

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). To receive 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.

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 for Contractor (employee-only coverage) if Contractor is scheduled and works at least forty-one (41) hours per pay period.

F. LIFE INSURANCE

For contractors hired as a Grant Writer, 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 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.

For contractors hired as a Fiscal Specialist, the County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the Clerical 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

For Contractors hired as a Grant Writer, 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 Unit.

For Contractors hired as a Fiscal Specialist, 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 Clerical Unit.

H. EXPENSE REIMBURSEMENT

For Contractors hired as a Grant Writer, 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 Unit.

For Contractors hired as a Fiscal Specialist, Contractor shall be eligible for private mileage reimbursement for attendance at off-site meetings in the same manner and amount as employees in the Clerical 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 MEDICAL TRUST

Upon termination of this contract, Contractors hired as a Grant Writer 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 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.

Upon termination of this contract, Contractors hired as a Fiscal Specialist 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 Clerical 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 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 hired as a Grant Writer shall be eligible to participate in the County's DCAP and FSA Plans in the same manner as employees in the Administrative Services Unit and per the Plan documents. Contractor shall not receive any County match contributions with respect to participation in either Plan.

Contractor hired as a Fiscal Specialist shall be eligible to participate in the County's DCAP and FSA Plans in the same manner as employees in the Clerical 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, 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

Contractors hired as a Grant Writer shall be eligible to receive Short-Term Disability insurance benefits in the same manner as offered to employees in the Administrative Services Unit.

Contractors hired as a Fiscal Specialist shall be eligible to receive Short-Term Disability insurance benefits in the same manner as offered to employees in the Clerical 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.

Contractors hired as a Grant Writer 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 Unit if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick leave shall be forfeited.

Contractors hired as a Fiscal Specialist 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 Clerical 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. 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. EVIDENCE OF ELIGIBILITY TO

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.

E. 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.

F. 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.

G. 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 eleven (11) pages and Attachments 1-2, 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

►

Director, Arrowhead Regional Medical Center

Dated: _____

(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

►

Date _____

ATTACHMENT 1

Position Description

Fiscal Specialist

POSITION DUTIES AND RESPONSIBILITIES

1. Reviews and audits accounting documents such as invoices, requisitions, quotes, purchase orders, bills, claims and other documents for arithmetical accuracy, completeness, and adherence to county policies and procedures, agreements, and contractual requirements; verifies totals and availability of grant and budgetary funds before processing.
2. Prepares a variety of accounting documents including statements, billings, reimbursements, travel request, delinquency notices, purchase orders, and requisitions.
3. Processes payments, invoices, billings, reimbursement, credit card statements, booking travel arrangements, claims, billings; tracks and conducts research and information gathering to support resulting product.
4. Monitor and maintain accurate accounting of grant funds and manage the distribution of funds in accordance to grant agreements and rules. Prepares internal reports to stakeholders on grant fund spending and tracking remaining funds. Prepares and assists in the completion of grant reporting requirements.
5. Work with grant award stakeholders to expedite grant award usage in accordance with grant award agreement and requirements.
6. Maintains information for and/or prepares monthly, quarterly and/or annual fiscal and statistical reports; performs research to resolve errors or identify discrepancies. Prepares reports on the status of accounts, contracts, and grants.
7. Interprets regulations, procedures and contractual or other legal requirements for the purpose of determining the appropriate procedure/regulation or formula to apply; resolves routine problems without assistance.
8. Prepares and maintains a variety of statistical reports and records; creates worksheets to track required data; compiles and prepares periodic and special reports.
9. Provide general fiscal and clerical support for the Office of Research and Grants and GME Office as directed.
10. Perform related duties as assigned or requested.

ATTACHMENT 2

Position Description

Grant Writer

POSITION DUTIES AND RESPONSIBILITIES

1. Leading grant proposal development and submission—preparing and organizing materials for proposals, and submitting and monitoring grant applications—including:
 - a. Drafting proposals/LOIs, grant application narratives, and budgets and collaborate to finalize with development, program, and finance staff; and Hospital/County Administration.
 - b. Submitting grant applications.
 - c. With the Office of Research and Grants Manager, meeting with funders and Legal Council staff to explore funding opportunities and fulfill site visit requirements.
 - d. Maintaining master calendar of grants and prospects and all associated files and correspondence.
 - e. Maintaining library of grant support documents including resumes, biographies, IRS forms, Board/staff diversity lists, etc.
 - f. Executing thank you letters and facilitating grant contracts/agreements.
 - g. Ensuring acknowledgment of funders/investors via website, e-newsletter, and social media.
2. Discuss new grant ideas/specific aims with Principal Investigator(s) and accordingly write drafts of specific aims page, research plan (significance, innovation, experimental design), response to reviewer critiques, reference section, and other sections as needed for grant applications or proposals.
3. Facilitates writing, editing, and preparation of high quality written scientific documents for grant applications, publications, scientific manuscripts for peer review, white papers, protocols, and other scientific or administrative reports. This includes writing, editing, proofreading, and formatting documents.
4. Provides grant/proposal editing and writing services to support the Principal Investigator(s) in developing high quality and highly competitive grant proposals for submission to federal, state, non-profit, internal, and/or private funding agencies and organizations.
5. Provides full life cycle editing and writing support for grant submissions, including managing timelines and project milestones, collecting figures, illustrations, and information from various sources, editing documents, and coordinating with multiple stakeholders involved in the submission.
6. Working closely with the principal investigator (PI), takes a lead role in project management and preparation of grant proposals. Support includes: advice on grantsmanship; editorial support and standardized language for administrative sections; as well as managing the project management and scientific writing process, including team building and coordination; establishing work plan; timeline and deliverables; and draft preparation, review, and revision.
7. Works with Principal Investigator(s) to develop, present, and bring to final submission high quality, large, multi-disciplinary, and multi-collaborative grant proposals.

Position Description

Grant Writer

8. Prepares progress reports and updates for federal, state, non-profit, and/or private funding agencies and organizations.
9. Searches the internet and other sources to match federal and non-federal funding opportunities to the Principal Investigator(s)'s research and interprets the funding opportunities for the Principal Investigator(s)
10. Follows established County of San Bernardino and department policies, rules and regulations and ensures compliance with all federal, state, and local agencies.
11. Perform other duties and projects as assigned or requested.