



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

Matthew Swann
Matthew Swann
06/04/2022 – 06/03/2025
\$178,167
\$178,167
9184834200
EPIC Administrator
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 CONTRACTOR and Arrowhead Regional Medical Center; and

WHEREAS CONTRACTOR is qualified to perform such services; and

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

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 the EPIC Administrator assigned to the Arrowhead Regional Medical Center (ARMC).

CONTRACTOR shall have the following duties:

- A. Plan, select, implement, and maintain healthcare systems to meet strategic plans and organizational goals; oversee the development of functional and technical specifications.
- B. Create strategic plans, goals, and objectives to align healthcare information management technology needs; determine project priorities; define Epic EHR ecosystem and related subsystems.
- C. Develop and maintain budgetary requirements for Epic EHR ecosystem; prepare departmental operating and capital budgets, forecast budget and resource needs; ensure cost controls for budgeted expenses.
- D. Manage the delivery of Information Technology (IT) services to meet IT strategy; assures appropriate scheduling of projects, staff, and preventative maintenance.
- E. Participate in vendor selection; identify, prioritize and escalate issues to the vendor; facilitate communication between vendors, department operating management, IT technical staff and consultants.
- F. Plan, supervise, and direct the activities of staff; select, assign, and review work, train, and mentor staff; prepare and sign work performance evaluations; manage and recommend disciplinary actions.
- G. Provide updates to management; oversee the development of reports, identify, and develop tools for measuring, monitoring, and reporting program performance; ensure compliance with facility and regulatory requirements; make presentations and make recommendations.
- H. Ensure execution of effective security strategies to achieve and preserve security, access controls, privacy, health information protection and data integrity; provide guidance on operation rules, standard and performance metrics.
- I. Develop and implement department and hospital policies and procedures; establish standards, goals, and objectives; collaborate with departments to achieve continuous process improvement.
- J. Oversee and coordinate projects with senior leaders and stakeholders; determine budget, resource, and strategic direction to meet quality standards; ensure compliance.
- K. Oversee all EHR project priorities and schedules; allocate resources; oversee development and adherence to strategic plans.
- L. Oversee the development and execution of Epic EHR ecosystem and related projects, support, and planning; create long range strategic plans; assist in the preparation of the budget; prioritize organizational initiatives; communicate strategic vision and progress to the department and organization.
- M. Oversee the installation of Epic EHR ecosystem of applications; establish structures for system support, resolves issues; facilitate successful collaboration across service lines, teams, and departments.

- N. Monitor and communicate quality service matters to organization; escalate and address security, privacy, and data integrity issues.
- O. Oversee the development of orientation, training, and continuing education; ensure staff obtain and maintain required certifications; conduct training.
- P. Facilitate meetings; stay abreast of new trends and innovations in the field of healthcare information systems; conduct staff meetings; identify process improvement opportunities.
- Q. Provide vacation and temporary relief as required.

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 June 4, 2022, and shall remain in effect for three years, 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 two 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 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 at a rate of \$124,592 annually, which is equivalent to Step 3 of Range 82C of the January 1, 2022, Exempt Employee Compensation Ordinance salary schedule. CONTRACTOR shall receive any across-the-board salary adjustments (increases or decreases) provided to, and at the same time as, employees in Exempt Group C.

Upon approval of the Director, CONTRACTOR shall be eligible to receive one (1) step advancement at the beginning of the pay period following the pay period after each completion of 1,040 service hours (approximately six months) in accordance with the specified salary schedule within the San Bernardino County Exempt Employee Compensation Ordinance, up to the top step of salary range 82C, based on a meets standards work performance.

Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor-Controller/Treasure/Tax Collector.

B. 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.

C. RECRUITMENT BONUS

CONTRACTOR is eligible for a recruitment sign on bonus pursuant to San Bernardino County Exempt Employee Compensation Ordinance Section W.3.III. CONTRACTOR shall receive \$1,500.00 upon hire and an additional \$1,500.00 upon completion of 2,080 service hours in the position/classification for which the original bonus was granted.

D. LEAVE PROVISIONS

CONTRACTOR is eligible to receive and utilize all leaves pursuant to the terms and conditions set forth in San Bernardino County Exempt Employee Compensation Ordinance.

Refer to item S of Section V for processing of leave balances upon termination of this Contract.

E. BENEFIT PLAN

Except as provided herein, medical and dental benefits will be provided in the same manner as offered by the County to employees in the San Bernardino County Exempt Group C Working Conditions Ordinance.

F. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay vision care insurance premiums for CONTRACTOR and eligible dependents, pursuant of the terms and conditions set forth in the San Bernardino County Exempt Employee Compensation Ordinance.

G. LIFE INSURANCE

The County shall pay applicable premiums for a term life insurance and variable group universal life insurance policy for CONTRACTOR in accordance with the San Bernardino County Exempt Employee Compensation Ordinance. In addition, CONTRACTOR may voluntarily participate in the supplemental life insurance and accidental death and dismemberment insurance at CONTRACTOR'S own expense. Participation in the life insurance benefit plans is pursuant to the terms and conditions set forth in the San Bernardino County Exempt Employee Compensation Ordinance.

H. EXPENSE REIMBURSEMENT

CONTRACTOR shall be eligible for expense reimbursement pursuant to the terms and conditions set forth in the San Bernardino County Exempt Employee Compensation Ordinance.

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, i.e., San Bernardino County Employees Retirement Association (SBCERA), during the term of this contract pursuant to the Exempt Employee Compensation Ordinance as modified by, and in accordance with, the applicable terms of the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.)

If CONTRACTOR regularly works less than 40 hours per pay period, or otherwise does not meet the definition of a member of the retirement system and is not a participant in the County's 401(k) plan, CONTRACTOR shall instead participate in the County's PST Deferred Compensation Retirement Plan. If CONTRACTOR is first hired at age 60 or over, CONTRACTOR may choose not to become a member of the SBCERA at the time of hire, pursuant to the terms and conditions San Bernardino County Exempt Employee Compensation Ordinance. If CONTRACTOR chooses not to become a member of SBCERA, CONTRACTOR shall be enrolled in the County's 401(k) plan pursuant to the terms and conditions of the San Bernardino County Exempt Employee Compensation Ordinance.

J. RETIREMENT MEDICAL TRUST

Upon meeting eligibility requirements, CONTRACTOR shall participate in the Trust during the term of this Contract pursuant to the terms and conditions set forth in the San Bernardino County Exempt Employee Compensation Ordinance.

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 Exempt Unit, provided the Contractor meets the eligibility requirements for participation. CONTRACTOR shall not receive County contributions to the Trust.

- Refer to item S 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 401(k) and 457(b) Salary Savings Plans as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group C Working Conditions Ordinance.

L. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

CONTRACTOR shall be eligible to participate in the County's DCAP and FSA Plans and receive any applicable County contributions to the FSA Plan pursuant to the terms and conditions set forth in the San Bernardino County Exempt Employee Compensation Ordinance.

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

CONTRACTOR shall be eligible to receive the same Short-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Employee Compensation Ordinance.

O. LONG-TERM DISABILITY

CONTRACTOR shall be eligible to receive Long-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Employee Compensation Ordinance.

P. 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 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. OTHER BENEFITS

CONTRACTOR shall be eligible for the following additional benefits, based on the San Bernardino County Exempt Employee Compensation Ordinance at a level for employees in Exempt Group C.

- a. Tuition Reimbursement
- b. Employee Wellness/Fitness Center Membership
- c. Employment Interview Expenses and Moving Reimbursement

R. MEDICAL STAFF PRIVILEGES

Unless already privileged, CONTRACTOR shall be required to apply for membership and clinical privileges at ARMC and successfully complete the initial review process. The application fee will be paid by ARMC.

S. 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 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 the County's Exempt employees if eligibility requirements are met (See Section I, above). 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 position without a separation from County employment, type and level of benefits including, but not limited to, retirement system contributions (if applicable) and health benefits shall be based upon the provisions of the MOU or ordinance in effect at the time CONTRACTOR is appointed to a regular position. Hours worked as a County contract employee shall count towards service hours for leave accrual rates.

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. Employees may only carry over leave balances that they would otherwise be eligible for in accordance with the applicable MOU or ordinance 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 new contract position is made, unused leave balances may be maintained and carried over. CONTRACTOR may only carry over leave balances that they would otherwise be eligible for in accordance with the applicable MOU or ordinance 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 Director of Arrowhead Regional Medical Center, or designee. The Director of Arrowhead Regional Medical Center, 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 Director of Arrowhead Regional Medical, 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 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 always possess a valid California driver's license 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 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.

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 eleven (11) 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.

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



Curt Hagman, Chairman, Board of Supervisors

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
San Bernardino County

By _____
Deputy

MATTHEW SWANN

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

By  _____
(Authorized signature - sign in blue ink)

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

Title _____
(Print or Type)

Dated: _____

Address _____
Address on file

FOR COUNTY USE ONLY

Approved as to Legal Form



Cynthia O'Neill, Supervising Deputy County Counsel

Date _____

Reviewed for Contract Compliance



Date _____

Reviewed/Approved by Department



William L. Gilbert, Director

Date _____