



**Contract Number**

**SAP Number**

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	William L. Gilbert
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	Reza Sadeghian (hereinafter called "Contractor")
<b>Contractor Representative</b>	Reza Sadeghian
<b>Telephone Number</b>	On File
<b>Contract Term</b>	August 17, 2019 Through August 16, 2022
<b>Original Contract Amount</b>	\$1,194,105
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	\$1,194,105
<b>Cost Center</b>	9110004200

### IT IS HEREBY AGREED AS FOLLOWS:

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

**WHEREAS**, CONTRACTOR has the skills and knowledge necessary to provide services for the County;

**NOW, THEREFORE**, in consideration of mutual covenants and conditions, the parties agree as follows:

## TABLE OF CONTENTS

	<u>Page</u>
I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR	3
II. CONFLICT OF INTEREST	3
III. TERM	3
IV. COMPENSATION OF CONTRACTOR	3
V. GENERAL PROVISIONS RELATING TO CONTRACTOR	7
VI. CONCLUSION	8

## **I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

Contractor shall be employed as a ARMC Chief Medical Information Officer for the County of San Bernardino County Arrowhead Regional Center (ARMC). Contractor shall have the following duties:

- A. Identifies the need for new clinical information systems or improvement to existing systems. Assists in the selection of vendors, systems, applications, and software. Ensures implementation of new systems and training for all staff.
- B. Works in partnership with information management and the medical staff in the selection and implementation of any new/proposed clinical computerized processes, including collaborating with physicians, information management, administration, nursing, ancillary staff and vendors.
- C. Leads the development of the strategic plans regarding clinical systems and aligns these clinical systems with capabilities to serve the Medical Center's organizational needs.
- D. Informs clinical leaders, frontline executive management, information management and patients about the clinical systems governance process to ensure the strategic and tactical alignment of clinical systems for both non-clinical and clinical departments in the Medical Center.
- E. Manages the needs for software specifications, development and maintenance according to clinical IT standards.
- F. Provides ongoing communication between all clinicians regarding the effectiveness of existing clinical computerized processes and probable dialogue with all affected clinicians and any affected support staff.
- G. Provides leadership to areas of responsibility by developing relationships with inside and outside departments/organizations to further the mission and vision of the Medical Center.
- H. Ensures that the department provides quality and cost effective services to its customers.
- I. Reviews medical informatics trends, experiences and approaches; develops technical and application implementation strategies and assists in the development of strategic plans for clinical information systems.
- J. Serves as a clinical liaison for overall improvement of delivery of care, including promoting electronic medical records.
- K. Develops and implements policies and procedures as needed to improve or initiate clinical informatics systems
- L. Assists with ongoing implementation of the Quality Improvement Plan to assure safe and effective patient care throughout ARMC;
- M. Serves as a member on ARMC's management team, and participates in the development of departmental programs, policies, budgets, goals, strategic planning and objectives;
- N. Provides the management team with a clinical perspective on all matters relating to medical services;
- O. Meets goals to improve employee engagement, patient satisfaction, and core measure compliance;
- P. Collaborates with department chairs and medical directors to ensure service delivery is both timely and appropriate;
- Q. Represents ARMC on various standing committees and at meetings and events, both Countywide and nationally, as requested by the Hospital Director;
- R. Serves as a member on the Leadership Council and the Leadership Forum;
- S. Recommends the purchase of hospital equipment and software programs;
- T. Participates in medical and administrative rounds to ensure the highest quality of care is provided hospital-wide;
- U. Assists in aspects of quality improvement and patient safety throughout the Medical Center;
- V. Assists in meeting the regulatory requirements of The Joint Commission, Center for Medicare/Medicaid Services (CMS) Conditions of Participation, Title 22, California Code of Regulations, Healthcare Reform, and all other health care regulatory functions;
- W. Provides periodic educational forums for staff physicians and students;
- X. Shares Medical Director On-Call duties with the Program Chairs;
- Y. Supports ARMC on all legal actions relative to medical care, and assists Risk Management in investigating, defending, and settling all legal actions relative to medical care;
- Z. Performs other duties as assigned by the ARMC Hospital Director and/or the Chief Medical Officer.

## **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, direct or indirect, 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 associations. 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. CONTRACTOR is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

### **III. TERM**

This Contract shall be effective August 17, 2019, and shall remain in effect through August 16, 2022. The Director of Arrowhead Regional Medical Center is authorized to execute amendments to the Contract to extend the term 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 ninety (90) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. CONTRACTOR shall serve at the pleasure of the appointing authority, the Director of Arrowhead Regional Medical Center, or designee, who shall have the full authority and discretion to exercise County rights under this Paragraph.

### **IV. COMPENSATION OF CONTRACTOR**

Upon the effective date of this Contract, CONTRACTOR shall be considered a contract employee in the Unclassified Service. CONTRACTOR shall receive only the benefits and compensation specifically set forth in this Contract. Any compensation and/or benefits provided for in this Contract based on compensation and/or benefits provided for in the San Bernardino County Exempt Group Working Conditions Ordinance (County Code section 13.0613) shall be adjusted in accordance with any future change to the San Bernardino County Exempt Group Working Conditions Ordinance. Any benefits provided under this Contract based on the San Bernardino County Exempt Group Working Conditions Ordinance shall be at a level for employees in Exempt Group C, unless otherwise specified in this contract. This Contract provides for the full compensation to CONTRACTOR for the services required hereunder. If CONTRACTOR is a current contract employee, this Contract supersedes any prior contract and continues CONTRACTOR's employment.

#### **A. SALARY RATE**

CONTRACTOR shall be compensated for services at a rate of \$124.98 per hour, which is equivalent to Step 14 of Range 104C of the July 20, 2019 Exempt Group 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.

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

#### **B. OVERTIME**

CONTRACTOR is in a position not covered by the Fair Labor Standards Act (FLSA) and is not eligible to receive overtime compensation under the FLSA.

#### **C. LEAVE PROVISIONS**

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

Refer to Item S of Section IV for processing of leave balances upon termination of this Contract.

D. MEDICAL AND DENTAL COVERAGE

CONTRACTOR must enroll in a medical and dental plan offered by the County, unless enrolled in a comparable group medical plan and CONTRACTOR shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical and dental plan premiums charged to CONTRACTOR pursuant to terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

E. VISION CARE INSURANCE

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

F. EXPENSE REIMBURSEMENT

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

G. RETIREMENT PLAN

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 Group Working Conditions 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 Group Working Conditions 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 Group Working Conditions Ordinance.

H. 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 Working Conditions Ordinance.

I. RETIREMENT MEDICAL TRUST ("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 Group Working Conditions Ordinance.

J. 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 Group Working Conditions 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 Group Working Conditions Ordinance.

- K. 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 Group Working Conditions Ordinance.
- L. 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 Group Working Conditions Ordinance.
- M. 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 Group Working Conditions Ordinance.
- N. LEGALLY REQUIRED BENEFITS  
CONTRACTOR shall receive all benefits as required by law when eligible (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 only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.
- O. RECRUITMENT BONUS  
Contractor shall be eligible for a recruitment bonus of \$1,500 upon commencement of employment with the County. After 2,080 service hours, and upon approval by the Director of ARMC, Contractor shall be eligible for an additional \$1,500.
- P. MOVING EXPENSES  
Contractor shall be eligible for reimbursement of actual moving expenses up to \$5,000 pursuant to the terms and conditions of the Exempt Group Working Conditions Ordinance.
- Q. OTHER BENEFITS  
CONTRACTOR shall be eligible for the following additional benefits, based on the San Bernardino County Exempt Group Working Conditions Ordinance at a level for employees in Exempt Group C.  
a. Tuition Reimbursement  
b. Employee Wellness/Fitness Center Membership
- R. MEDICAL STAFF PRIVILEGES  
CONTRACTOR as Chief Medical Information Officer shall be required to submit an application 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 OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, CONTRACTOR shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. CONTRACTOR will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as 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 distributed as outlined in "Contractor Separated from County Service," above.

**V. 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 will not attain regular status in this position, and as an unclassified employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU or ordinance. 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 COVERAGES**

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 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.

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 or Contractor who previously met the requirements of this provision.

F. DIRECT DEPOSIT

CONTRACTOR must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.

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.



## VI. 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~~ Curt Hagman, Chairman,  
~~Arrowhead Regional Medical Center~~ Board of  
Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

~~Laura H. Welch~~ Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_  
Deputy

Reza Sadeghian

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

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Reza Sadeghian  
(Print or type name of person signing contract)

Title ARMC Chief Medical Information Officer  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

### FOR COUNTY USE ONLY

Approved as to Legal Form

► \_\_\_\_\_  
Cynthia O'Neill, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_  
William L. Gilbert, Director

Date \_\_\_\_\_