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Contract Number

20422

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

William Gilbert, Director
(909) 580-6150

Contractor

Sam Hessami
(hereinafter called 'CONTRACTOR')

Contractor Representative
Telephone Number

Sam Hessami
On File

Contract Term

Three years

Original Contract Amount

Amendment Amount

Total Contract Amount

Cost Center

9186104200

Project Name

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 CONTRACTOR 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:

TABLE OF CONTENTS

	<u>Page</u>
I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR	3
II. CONFLICT OF INTEREST	4
III. CODE OF CONDUCT	4
IV. CONTRACT TERM	4
V. COMPENSATION OF CONTRACTOR	4
VI. GENERAL PROVISIONS RELATING TO CONTRACTOR	8
VII. CONCLUSION	10

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as the Chief Medical Officer (CMO) for the County of San Bernardino Arrowhead Regional Medical Center (ARMC). CMO oversees the delivery of medical services provided at ARMC. The CMO will also take an active leadership role in supporting both ARMC's and the County's strategic plans, goals and objectives related to the provision of quality health care to the community.

Contractor will serve as a key member of the senior leadership team at ARMC. Contractor will provide medical leadership and expertise to the administrative team, the medical staff and clinical employees throughout the organization. Contractor will support improvement in clinical quality, patient safety and patient experience.

Contractor will play a critical role in integrating care across the inpatient, outpatient and post-acute continuum to optimize care for our patients and help better prepare ARMC for the transition from volume to value-based reimbursement. Contractor will also play a key role in the development and execution of business strategies to support goal achievement in ARMC's Strategic Plan.

Contractor will provide leadership and expertise in advancing collaborative relationships between medical staff members and administration and will promote medical staff alignment and shared accountability for the benefit of patients, providers and the community. Contractor will serve as an advocate to build collaboration between the medical staff, administration and the Hospital Board. Contractor will report to the Hospital Director.

Contractor shall have the following duties:

- A. Develop and implement policies and procedures related to the delivery of medical services in accordance with applicable laws, regulations and best demonstrated clinical practice.
- B. Monitor and oversee clinical aspects of bed occupancy and bed utilization management.
- C. Act as the administrative champion in Clinical Documentation Improvement (CDI).
- D. Drive continuously improvement in ARMC's organizational Culture of Safety.
- E. Implement clinical practice protocols, in collaboration with the medical staff, consistent with evidence-based best practices.
- F. Assists with ongoing implementation of the ARMC's Quality Improvement and Patient Safety Plans to assure safe and effective patient care throughout the organization.
- G. Oversee Board delegated Peer Review functions to assure programs for ongoing and focused professional practice evaluations are well designed and properly carried out by the medical staff.
- H. Oversee the administrative functions of department chairs and Hospital medical directors.
- I. Oversee the administrative duties of all contracted physicians.
- J. Serve as a member on ARMC's management team and participate in the development of departmental programs, policies, budgets, goals, strategic planning and objectives.
- K. Serve as a liaison with payors regarding quality metrics for assigned/contracted patients.
- L. Provide the administrative team with a clinical perspective on matters relating to medical services.
- M. Assess and lead the improvement of patient care throughout both inpatient units and outpatient clinics.
- N. Collaborate with department chairs and Hospital medical directors to ensure patient care is both timely and appropriate.
- O. Represent Hospital administration on various standing and ad hoc committees and at meetings and events, both Countywide and nationally, as requested by the Hospital Director.

- P. Serve as a liaison between the Hospital and the physician corporations regarding contract medical services provided at ARMC.
- Q. Serve as a member on the Leadership Council and the Leadership Forum.
- R. Confer with the Chief Medical Information Officer (CMIO) and Designated Institutional Official (DIO) on a regular basis.
- S. Provide consultation to medical staff leaders on appointment, promotion, transfer and termination of physicians.
- T. Collaborate with the President of the medical staff in matters that involve the relationship between the medical staff and ARMC's administrative team.
- U. Serve as an ex-officio member on the Medical Executive Committee (MEC).
- V. Participate in medical and administrative rounds to ensure high quality of care is provided hospital wide.
- W. Assist the Hospital and medical staff in meeting regulatory requirements of The Joint Commission (TJC), the Centers for Medicare/Medicaid Services (CMS) Conditions of Participation, Title 22 California Code of Regulations, Healthcare Reform and other health care regulatory functions.
- X. Serve as the physician administrative representative to the California University of Science and Medicine (CUSM).
- Y. Share Medical Director On-Call duties with the Program Chairs.
- Z. Other duties, responsibilities, and assignments are subject to delegation by the Hospital Director.

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 August 1, 2020 through July 28, 2023 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 ninety (90) 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). 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 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 \$295,131.20 annually, which is equivalent to Step 1 of Range 108C of the July 18, 2020 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 R 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 of 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 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 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

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 (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.

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. 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
- c. Employment Interview Expenses and Moving Reimbursement

Q. MEDICAL STAFF PRIVILEGES

Unless already privileged, CONTRACTOR 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.

R. BENEFITS UPON TERMINATION

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.

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 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 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. CERTIFICATION/LICENSURE

Contractor must be a licensed physician with the State of California.

H. 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.

I. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

VII. CONCLUSION

This contract, consisting of ten (10) pages, is the full and complete document describing services regarding the CONTRACTOR'S rights and obligations of the parties, including all covenants, conditions and benefits.

COUNTY OF SAN BERNARDINO

Curt Hagman

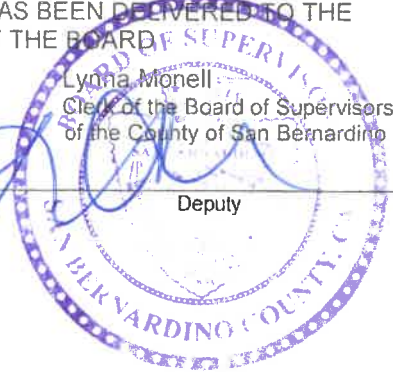
Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 02 2020

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 *[Signature]*
Deputy



By *Sam Hessami*
(Authorized signature - sign in blue ink)

Name Sam Hessami
(Print or type name of person signing contract)

Title Chief Medical Officer
(Print or Type)

Dated: 5/20/2020

Address Address on file

FOR COUNTY USE ONLY

Approved as to Legal Form

[Signature]
Cynthia Howell, Supervising Deputy County Counsel
Date 5/22/2020

Reviewed for Contract Compliance

[Signature]
Date

Reviewed/Approved by Department

[Signature]
William L. Enbert, Director
Date 5/22/2020