



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

☒ New	Vendor Code			Dept.	Contract Number	
☐ Change			SC		A	
☐ Cancel						
County Department Arrowhead Regional Medical Center			Dept. MCR	Orgn. MCR	Contractor's License No.	
County Department Contract Representative William Gilbert, Director			Telephone (909) 580-6150		Total Contract Amount	
Contract Type ☐ Revenue ☐ Encumbered ☐ Unencumbered ☒ Other: Employment Agreement						
If not encumbered or revenue contract type, provide reason: <u>Employment Agreement</u>						
Commodity Code		Contract Start Date		Contract End Date		Amendment Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name FOCUS Care Coordinator			Estimated Payment Total by Fiscal Year			
Employment Agreement			FY	Amount	I/D	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called County, and

Name _____ hereinafter called Contractor

Address _____

Telephone _____ Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino operates the Arrowhead Regional Medical Center which requires services of the Contractor on the terms and conditions set forth in this Agreement; and

WHEREAS, the Contractor has the skills and knowledge necessary to provide those services to the County;

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

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

TABLE OF CONTENTS

	<u>Page</u>
I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR	3
II. CONFLICT OF INTEREST	3
III. CODE OF CONDUCT	3
IV. TERM	4
V. COMPENSATION OF CONTRACTOR	4
VI. GENERAL PROVISIONS RELATING TO CONTRACTOR	6
VII. CONCLUSION	8

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Care Coordinator assigned to work at the Emergency Department at Arrowhead Regional Medical Center (ARMC). Recently, the Arrowhead Regional Medical Center Foundation (Foundation) was awarded a grant from GILEAD Sciences' Frontlines of Communities in the United States (FOCUS) program to develop a replicable model program that embodies best practices in HIV and/or hepatitis screening at ARMC. Contractor shall perform a broad range of responsibilities in promotion of the FOCUS program.

- A. Facilitate and coordinate data collection including: creation of efficient and effective source documents for study use, informed consenting of potential patients, and subject screening for inclusion/exclusion criteria.
- B. Identify and link HIV-positive clients to HIV medical care through the implementation of outreach and brief intervention sessions.
- C. Identify and link HCV-positive clients to HCV medical care through the implementation of outreach and brief intervention sessions.
- D. Conduct patient follow-up to ensure services were obtained and provide additional support as needed.
- E. Maintain updated regulatory binder(s), obtain signatures on the delegation of authority log.
- F. Develop and manage interim reports to ensure that each project is moving toward timely completion and serve as a liaison between the project team and funding agencies.
- G. Report on intervention activities and propose strategies to address challenges in implementation and emerging trends.
- H. Provide necessary programmatic documentation, including the timely completion of reports, administration of evaluation tools, and other program related assignments.
- I. Represents the department at local, regional and statewide meetings and conferences; makes presentations.
- J. Develops and maintains tracking and monitoring systems for research projects; conducts analysis of program requirements and creates systems and processes to ensure program compliance.
- K. Submission of protocol deviation, protocol exemption, and safety reports including adverse and serious adverse event reports to Institutional Review Board.
- L. Performs other related duties and projects as assigned or requested.

II. CONFLICT OF INTEREST

Contractor shall not 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. 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. The policy is attached as Attachment 5.

IV. TERM

This Contract shall be effective February 14, 2017, through February 13, 2018, with two (2) one (1) year renewal options upon written agreement by both parties. However, this Contract may be terminated by either party 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 GILEAD grant funds. 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.

IV. 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 unless expressly authorized pursuant to the Overtime provision of this contract. Additional salary adjustments shall be effective only upon execution of a written amendment to this agreement. Payment of such services shall be made on a biweekly basis during the term of this contract under Section IV.

Position Classification	Minimum Rate	Maximum Rate
Care Coordinator	\$22.00	\$26.00

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 Contractor'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

Contractor shall receive, or be subject to, the following leave provisions in the same manner and amount as employees in the Technical and Inspection Unit: Holiday, Sick, Vacation and Compulsory.

Refer to Item K in this Section for processing of leave balances upon termination of this Contract.

D. MEDICAL COVERAGE

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

E. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Technical and Inspection Unit.

F. 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, 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.

G. 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.

H. DEPENDANT 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 per the Plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

I. 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 only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this contract.

J. SERVICE AND EFFECT 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 an level of benefits.

K. 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. 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 County 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 County 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 be 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 be 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 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 or 80 hours per pay period, as applicable, without prior approval from the Director, or his/her designee. The Director or his/her designee shall have the right to direct Contractor to take such time off as is necessary to insure that Contractor's actual time worked does not exceed 40 hours within any given work week or 80 hours within a pay period, as applicable.

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. WORKER'S COMPENSATION AND LIABILITY COVERAGE

Contractor shall be covered by the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County's Public Liability Insurance only while performing services under this contract. Contractor shall only receive those benefits as required by law.

D. USE OF PRIVATE VEHICLE

If the services to be performed under this Contract require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this Contract.

Contractor agrees to allow the County to obtain a Department of Motor Vehicles report of Contractor's driving record.

In order for Contractor to be able to use a private vehicle during the performance of this Contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section IV above.

E. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall also submit to 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 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. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

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.

H. REIMBURSEMENT AND INDEMNIFICATION

The Arrowhead Regional Medical Center Foundation (Foundation) agrees to reimburse the County for total compensation cost of the Contractor.

The Foundation shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County's provision of the contracted personnel to the Commission.

I. 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 ARMC. In addition, upon termination of this contract, Contractor agrees to return all confidential materials to the Director or his/her designee.

VI. CONCLUSION

This Contract, consisting of eight (8) pages, is the full and complete document describing services regarding Contractor’s rights and obligations of the parties including all covenants, conditions and benefits.

COUNTY OF SAN BERNARDINO

► _____
 Director and/or Designee
 Arrowhead Regional Medical Center

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
 DOCUMENT HAS BEEN DELIVERED TO THE
 CHAIR OF THE BOARD
 Laura H. Welch
 Clerk of the Board of Supervisors
 of the County of San Bernardino.

By _____
 Deputy

By ► _____
 (Authorized signature - sign in blue ink)

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

Title _____
 (Print or Type)

Dated _____

Address _____ Address on file

Approved as to Legal Form
 ► _____
 Cynthia O'Neill, Deputy County Counsel
 Date _____

Reviewed by Contract Compliance
 ► _____
 _____,
 Date _____

Presented to BOS for Signature
 ► _____
 William Gilbert, Director
 Date _____