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Contract Number

22-181

SAP Number

Human Services

Department Contract Representative	<u>Karyn Baxter</u>
Telephone Number	<u>909-386-8369</u>
 Contractor	 <u>Myette Christian</u>
Contractor Representative	<u></u>
Telephone Number	<u></u>
Contract Term	<u>March 26, 2022 – March 25, 2025</u>
Original Contract Amount	<u>\$53.19</u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>4980002240</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, hereinafter called the County, and the In-Home Supportive Services Public Authority, hereinafter called IHSS PA, desire to obtain the services of Contractor under the terms and conditions set forth in this Contract, and

WHEREAS, County finds Myette Christian, hereinafter referred to as "Contractor", has the skills and knowledge necessary to provide **Deputy Director** services for the IHSS PA;

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set for below;

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

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a **Deputy Director** with IHSS PA. Contractor shall work cooperatively with the staff of IHSS PA under the direction of the Executive Director, performing a broad range of duties, including, but not limited to, the following:

- A. Assist the Executive Director in planning, organizing, and directing the administrative activities of the department; develop and implement department wide administrative policies and procedures; review existing policies and procedures and make necessary changes.
- B. Supervise through subordinate supervisors; coordinate staffing and personnel decisions; define and resolve organizational and staffing problems; investigate disciplinary problems as they arise and make recommendations to the Executive Director for appropriate action; interpret policies and procedures to subordinate personnel; implement changes as needed.
- C. Develop and implement strategic goals, objectives, and long-range plans in order to facilitate future growth and development to meet current and emerging department needs.
- D. Attend and represent the department at various governmental and community group meetings; make presentations on various programs and services; interact with contractors, the public, the media, public interest groups, Board of Supervisors, County Administrative Officer, County Counsel and other County departments.
- E. Act for the Executive Director of the IHSS Public Authority during absences or as directed.
- F. Work with federal, state, and local governing and regulatory bodies to ensure compliance.
- G. Provide input into the department budget regarding fiscal controls, personnel management, procurement, capital improvements, contracts, and agreements; help resolve budget issues. Review revenue and expenditures and monitor financial status of the department.
- H. Oversee procurement of vendor contracts; prepare budget estimates and justification for programs; maintain cost controls to assure compliance with budget provisions.
- I. Perform and supervise case-work involving the most complex, high exposure and sensitive cases; coordinate efforts with outside law firms, County Counsel staff and elected officials, department heads, Chief Executive Officer and/or Board of Supervisors of process through conclusion.
- J. Direct and coordinate the fiscal analytical programs operations, which include budgets, fiscal control, accounting, purchasing, personnel, and claims; serve as the department contact for all internal and external financial audits and coordinate the preparation of all financial statements.
- K. Respond to inquiries from the Board of Supervisors, Chief Executive Officer, Administrative Officers, department heads, auditors, and a variety of interest groups; serve as liaison in response to inquiries with federal, state, and local agencies.
- L. Provide vacation coverage and temporary relief as required.
- M. Other duties as assigned.

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 March 26, 2022 and shall remain in effect through March 25, 2025, subject to the termination provisions below. The Executive Director of IHSS PA is authorized to execute amendments to the Contract to extend the term for a maximum of three (3) 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 County. Contractor shall serve at the pleasure of the appointing authority, 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. 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. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment Contract of Contractor.

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$53.19 per hour, which is equivalent to Step 9 of Range 71C, of the current Exempt salary schedule. Contractor shall be eligible to receive step increases pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Contractor is eligible to receive any salary adjustments provided to the County's Exempt employees, however, Contractor is also subject to any economic reductions imposed on the County's Exempt employees. Contractor shall be eligible for longevity pay pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Payment for such services shall be made on a bi-weekly basis on the same reporting system and payroll schedule as County Exempt Employees. Contractor does not gain probationary or regular status during the term of this Contract. All currently accrued service hours toward a step increase will be reset with the execution of this contract.

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 in this Section for processing of leave balances upon termination of this Contract.

D. MEDICAL EMERGENCY LEAVE

IHSS PA Contract Employees who have one (1) year of continuous service with the County are eligible to receive and/or donate leave time in the same manner and amounts for employees in the San Bernardino County Exempt Group Working Conditions Ordinance and subject to the procedures established by the Human Resources Employee Benefits Division.

E. MEDICAL AND DENTAL COVERAGE

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

F. VISION CARE INSURANCE

Contractor shall be eligible for Vision Care Insurance in the same manner and amounts for employees in the San Bernardino County Exempt Group Working Conditions Ordinance.

G. LIFE INSURANCE

Contractor shall be eligible for life insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

H. ACCIDENTAL DEATH AND DISMEMBERMENT

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 San Bernardino County Exempt Group Working Conditions Ordinance.

I. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the San Bernardino County Exempt Group Working Conditions Ordinance.

J. RETIREMENT PLAN

Contractor shall participate in the County's general employee 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 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 of the 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.

K. 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.

Refer to Item S in this section for processing of unused Sick Leave balances upon termination of this Contract.

L. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 401(k) and 457(b) Salary Savings Plans pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

M. 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 in the same manner as employees in the San Bernardino County Exempt Group Working Conditions Ordinance and per the plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

N. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, 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. 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:

1. Tuition Reimbursement
2. Employee Wellness/Fitness Center Membership

P. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the San Bernardino County Exempt Group Working Conditions Ordinance.

Q. LONG TERM DISABILITY

Contractor shall be eligible to receive the same 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.

R. 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 and level of benefits, including, but not limited to, health benefits, leave accrual rates, and retirement benefits. Thus, Contractor's rate of 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.

S. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Administrative, 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 pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance, if eligibility requirements are met. 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 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 into which the Contractor was hired. Any leave balances

not authorized to be carried over shall 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 into which the Contractor was hired. 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 workweek) shall be established by the Executive Director, or his/her designee. The Executive 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. In the performance of his/her duties under this Contract, contractor shall be required to work hours as necessary to carry out the duties specified in this Contract under the direction of the Appointing Authority, and such hours may be varied so long as the work requirements and efficient operation of the County are assured.

B. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified Contract 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. Contractor shall adhere to the County's and IHSS PA'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 duties under 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 duties under 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 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 submit to and successfully complete a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness before employment commences. 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. 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.

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.

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.

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

► 
Curt Hagman, Chairman, Board of Directors

Dated MAR 15 2022

SAN BERNARDINO COUNTY

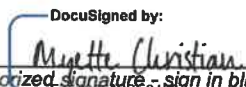
► 
Curt Hagman, Chairman, Board of Supervisors

Dated: MAR 15 2022
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

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

DocuSigned by:
By 
(Authorized signature - sign in blue ink)

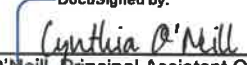
Name Myette Christian
(Print or type name of person signing contract)

Title Deputy Director
(Print or Type)

Dated: March 3, 2022

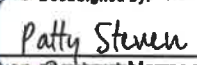
Address On file

Approved as to Legal Form

DocuSigned by:
► 
Cynthia O'Neill, Principal Assistant County
Counsel

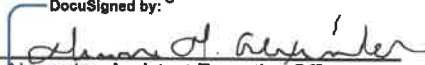
Date March 7, 2022

Reviewed by Contract Compliance

DocuSigned by:
► 
Patty Steven, Contract Manager

Date March 9, 2022

Presented to BOS for Signature

DocuSigned by:
► 
Diana Alexander, Assistant Executive Officer
Department Operations - Human Services

Date March 8, 2022