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**Contract Number**

\_\_\_\_\_

**SAP Number**

\_\_\_\_\_

## Human Services

<b>Department Contract Representative</b>	<u>Jose Arriola, Contract Analyst</u>
<b>Telephone Number</b>	<u>909-388-0320</u>

<b>Contractor</b>	<u>Frederick Gains</u>
<b>Contractor Representative</b>	_____
<b>Telephone Number</b>	_____
<b>Contract Term</b>	<u>July 13,2024 through July 12, 2027</u>
<b>Original Contract Amount</b>	<u>Initial Hourly Rate \$56.09</u>
<b>Amendment Amount</b>	_____
<b>Total Contract Amount</b>	_____
<b>Cost Center</b>	<u>5016781000</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County, hereinafter called the County, desires to obtain the services of Contractor under the terms and conditions set forth in this Contract, and

**WHEREAS**, County finds Frederick Gains, hereinafter referred to as Contractor, has the skills and knowledge necessary to provide services for the County; and

**WHEREAS**, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth 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 Policy Manager with CalSAWS. Contractor shall report to the Policy/Design/Governance Director. Contractor shall perform a broad range of responsibilities, including, but not limited to, the following:

- A. Oversee and/or direct the design, development, and/or review of work products and deliverables including:
  - 1. Policy Input and Clarification; and
  - 2. Policy Update Report.
- B. Oversee the analysis and evaluation of critical and current legislation, policies, and other programs, determine possible effects upon the application and make recommendations for actions.
- C. Plan, organize, manage, integrate, and evaluate the work of a division/section with subordinate supervisors and/or staff.
- D. Develop long range plans for aligning supported applications with policy.
- E. Support the engagement of government bodies and key stakeholders, and obtain government and key stakeholder support on specific legislative issues relevant to the CalSAWS as a whole, including:
  - 1. Prepare specific speaking points, white papers, and other advocacy materials for presentation to external policy and design makers on a regular basis; and,
  - 2. Attend and advocate on the Consortium's behalf during external meetings, including testifying before and presenting to government bodies and advocacy stakeholder group.
- F. Develop and sustain relationships with stakeholders.
- G. Actively participate in project, regional and county meetings.
- H. Perform various administrative duties (e.g., creating and maintaining files; formatting standard documents; receive, process and route documents) by appropriately applying federal and state laws, county and local ordinances, and departmental policies and procedures to ensure all work completed complies with established guidelines and the requirements of professional standards.
- I. Communicate policy concerns of the stakeholders.
- J. Ensure that county escalations are resolved promptly, timely, and effectively.
- K. Assist in issue identification, resolution, escalation, and tracking.
- L. Understand, communicate, and mitigate risk.
- M. Perform 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 July 13, 2024 and shall remain in effect through July 12, 2027, subject to the termination provisions below. The Assistant Executive Officer of Human Services is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of three (3) successive one (1) 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. 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 \$56.09 per hour, which is equivalent to Step 6 of Range 73 of the current salary schedule for employees in the Supervisory Unit. Contractor shall not exceed eighty (80) hours per pay period unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be eligible to receive step increases in the same manner and amounts as employees in the Supervisory Unit.

Contractor shall be eligible to receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Supervisory Unit

Payment for services shall be made bi-weekly during the term specified in Section III of this Contract. 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

Overtime shall be defined as all hours actually worked in excess of eighty (80) hours per pay period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the Executive Director, or designee to work overtime, Contractor shall be eligible to be compensated at straight time compensating time off.

Cash payment at the Contractor's base rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of Contract.

#### C. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Supervisory Unit: Administrative Leave, Annual Leave, Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Military, Sick, and Vacation.

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

#### D. MEDICAL AND DENTAL COVERAGE

A. Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in a comparable employer sponsored coverage. 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 the terms and conditions for employees in the Supervisory Unit.

E. VISION CARE INSURANCE

Contractor shall be eligible for Vision Care Insurance in the same manner and amounts for employees in the Supervisory Unit.

F. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the Supervisory Unit. County paid life insurance will become effective and continue for each pay period in which the Contractor is paid for one half plus one of their regularly scheduled hours. For pay periods in which the Contractor does not meet the paid hours' requirement, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

G. 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 Supervisory Unit.

H. EXPENSE REIMBURSEMENT

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

I. RETIREMENT PLAN

If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County's general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees' Retirement Association.

If Contractor has attained the age of sixty (60) prior to employment, Contractor may waive membership, at the time of hire, in the San Bernardino County Employee's Retirement Association. If Contractor regularly works less than forty (40) hours per pay period, waives membership, 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.

J. RETIREMENT MEDICAL TRUST ("Trust")

Contractor shall be able to participate in the Retirement Medical Trust per the Plan Document and in the same manner and amount as employees in the Supervisory Unit.

Refer to Item P 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 457(b) Salary Savings Plan, per the Plan Document and in the same manner and amounts as employees in the Supervisory Unit.

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 in the same manner as employees in the Supervisory Unit and per the plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

M. 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.

N. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short Term Disability insurance benefits as offered to employees in the Supervisory Unit.

O. SERVICE AND EFFECT ON BENEFITS

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 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 participating in the County's general employee retirement system.

P. 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 in the same manner and amount as employees in the Supervisory Unit, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick Leave shall be forfeited. Unused Annual 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 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 hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service" above.

Q. MILEAGE REIMBURSEMENT

Contractor shall be eligible for mileage reimbursement in the same manner and amounts as employees in the Supervisory Unit.

**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. Contractor shall not work more than eighty (80) hours a pay period without prior approval from the Executive Director, or his/her designee. The Executive Director shall have the right to direct contractor to take such time off as is necessary to ensure the Contractor's actual time worked does not exceed eighty (80) hours within any given work period.

**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 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 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 preemployment 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**

- A. 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.
- B. 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

Transitional Assistance Department

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

▶  
 \_\_\_\_\_  
 Dawn Rowe, Chair, Board of Supervisors

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

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

Name Frederick Gains  
*(Print or type name of person signing contract)*

Lynna Monell  
 Clerk of the Board of Supervisors  
 San Bernardino County

Title Policy Manager  
*(Print or Type)*

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

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

Address 735 E. Carnegie Drive, Suite 150  
San Bernardino, CA 92408

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
 ▶  
 Richard Luczak, Deputy County Counsel  
 Date \_\_\_\_\_

Reviewed for Contract Compliance  
 ▶  
 Patty Steven, Contracts Manager  
 Date \_\_\_\_\_

Reviewed/Approved by Department  
 ▶  
 Diana Alexander, Assistant Executive Officer  
 Date \_\_\_\_\_