

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

25-664

SAP Number

Department of Aging and Adult Services

Department Contract Representative
Telephone Number

N. Michelle Petersen
(909) 386-8369

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
Grant Number (if applicable)

Mark Berndt
N/A
N/A
September 20, 2025, through July 10, 2026
Initial Hourly Rate \$17.50
N/A
N/A
5295001036
N/A

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

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County desires to obtain the services of Contractor under the terms and conditions set forth in this Contract; and

WHEREAS, Contractor has the skills and knowledge necessary to provide services for the Department of Aging and Adult Services; 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:

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I. Duties and Responsibilities of Contractor	3
II. Conflict of Interest	3
III. Code of Conduct	3
IV. Term	3
V. Compensation of Contractor	4
VI. General Provisions Relating to Contractor	7
VII. Conclusion	9

Attachment I – Position Description Senior Community Service Employment Program Administrative Aide.

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

- A. Contractor shall be employed as a Senior Community Service Employment Program Administrative Aide and assigned to the Department of Aging and Adult Services – Public Guardian (DAAS-PG) program staff. Please see Job Classification, Equivalent Unit Reference, Salary Grade Reference, and Benefit Type in the table below.

Job Classification	Equivalent Unit Reference	Salary Grade Reference	Benefit Type
Senior Community Service Employment Program Administrative Aide	Clerical Unit	6M	CLK

- B. Contractor shall perform DAAS-PG program services and other specific duties as outlined in the appropriate position description for the Job Classification and incorporated herein as Attachment I.

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 conflicts 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 adhere to work rules and performance standards established for their position by the appointing authority, and as established in the San Bernardino County Personnel Rules. Contractor also agrees to comply with all County policies, procedures, and standard practices, as well as the applicable Code of Conduct.

IV. TERM

This Contract shall be effective September 20, 2025, through July 10, 2026, subject to the termination provisions of this Paragraph. 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 upon fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. The contractor shall serve at the pleasure of the

appointing authority, who shall have 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 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 services required hereunder. This Contract supersedes any prior employment contract between County and Contractor.

A. SALARY RATE

The contractor shall be compensated for services at a rate of \$17.50 per hour. The Director of the Aging and Adult Services Department shall have the discretion to recommend to the County Board of Supervisors any salary rate adjustments, based on the availability of funding.

Contractor shall not exceed fifty (50) hours per pay period unless expressly authorized by the Director or the Director's designee.

Any salary rate adjustments shall be effective only upon execution of a written amendment to this Contract approved by the County's Board of Supervisors and Contractor. Contractor does not gain probationary or regular status during the term of this of this Contract. Payment of services shall be made bi-weekly during the term specified in Section VI of this Contract.

B. OVERTIME

Overtime shall be defined as all hours worked in excess of forty (40) hours a work 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 Director, or the Director's designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (1½) times the Contractor's regular rate of pay. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes.

C. PAYMENT

Contractor shall be paid biweekly for the hours actually worked according to the procedures established by the County's Auditor/Controller.

D. LEAVE PROVISIONS

Contractor shall be eligible for, or be subject to, the following Leave Provision in the same manner and amount as employees in the Equivalent Unit for their Job Classification: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick and Vacation. Refer to Paragraph Q in this Section for processing of leave balances upon termination of this Contract.

Job Classification	Equivalent Unit Reference	Benefit Type
Senior Community Service Employment Program Administrative Aide	Clerical Unit	6M

E. MEDICAL, DENTAL and VISION COVERAGE

Contractor must enroll in a medical, dental, and vision plan offered by the County unless they already enrolled in comparable employer sponsored group coverage.

If eligible, Contractor shall receive all eligible benefits, including a Medical Premium Subsidy (MPS) in the same manner as provided to other Equivalent Unit County employees to offset the cost of medical insurance premiums charged to the Contractor. The applicable MPS shall be paid directly to the provider of the County sponsored medical plan in which the eligible Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost).

Job Classification	Equivalent Unit Reference	Benefit Type
Senior Community Service Employment Program Administrative Aide	Clerical Unit	6M

To be eligible for the MPS and DPS, Contractor must be scheduled for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours in a pay period. Contractor shall not receive flex dollars if Contractor chooses to "opt-out" or "waive" from the County sponsored health plans.

F. LIFE INSURANCE

Contractor shall be eligible for the same Life Insurance benefits in the same manner and amount as employees in the Equivalent Unit for their Job Classification. The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in Equivalent Unit for their Job Classification. County paid life insurance will become effective and continue for each pay period in which Contractor is in paid status. For pay periods in which Contractor is not in paid status, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

G. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Equivalent Unit for their Job Classification.

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 the employees in the Equivalent Unit for their Job Classification.

I. RETIREMENT PLANS

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. Code section 7522 et seq.), and the Bylaws 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 COUNTY TRUST ("Trust")

Upon termination of this Contract, Contractor, if eligible, can convert the cash value of unused Sick Leave to the Trust in the same manner and amounts as employees in the Equivalent Unit for their Job Classification, provided the Contractor meets the eligibility requirements (e.g. years of service, etc.) for participation. Contractor shall not receive County Contribution to the Trust.

K. DEFERRED COMPENSATION

Contractor, if eligible, may participate in available deferred compensation plans in the same manner as provided to employees in the Equivalent Unit for their Job Classification, per the Plan document.

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 Equivalent Unit for their Job Classification and per the Plan documents. Contractor shall not receive County match contributions with respect to participants in such 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 Equivalent Unit for their Job Classification.

O. OTHER BENEFITS

If eligible, Contractor may participate in voluntary participation programs in the same manner as provided to employees in the Equivalent Unit for their Job Classification. See plan document for eligibility criteria.

Equivalent Unit Reference	Benefit Type	Voluntary Participation Programs
Clerical Unit	CLK	all available programs

P. SERVICE AND EFFECTS 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 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 participation in the County's general employee retirement system.

Q. 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 may be eligible for the same Sick Leave Conversion in the same manner and amount as employees in the Equivalent Unit for the Job Classification.

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, Contractor shall maintain their existing hire date for the purposes of calculating benefits (Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, longevity, health benefits, and leave accrual rates shall be based upon the provisions of the applicable 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 an 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 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.

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 or 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 be required to work during such hours as necessary to carry out the duties of Contractor's position, as designated by the Director, or his/her 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 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 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 General Liability Insurance only while performing services under this Contract.

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

In order for Contractor to be able to use a private vehicle during the performance of this Contract, Contractor shall have and provide evidence to County of vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code.

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 preemployment 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/contract 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. TRAVEL

As provided in Section VI, Paragraph B, Contractor shall adhere to all County policies, including, but not limited to, the County's Travel Management Policy (currently County Policy No. 08-02 and all applicable standard practices) when travel is pursuant to this agreement.

H. CONFIDENTIALITY AND COMPLIANCE

Contractor agrees to keep confidential all County data, including, but not limited to, patient/consumer data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created by or provided for the County Department. In addition, upon termination of this Contract, Contractor agrees to return all confidential materials to the Director or his/her designee. As provided in Section III of this Contract, Contractor agrees to follow all County and appointing authority policies, procedures, and standard practices as well as the Code of Conduct. Contractor

shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders.

I. WORK PERFORMANCE EVALUATION

Contractors performance will be evaluated by the Director as follows:

At a minimum, Contractor will be evaluated every three (3) months in year one of the contract, every six (6) months in year two of the contract and in month ten (10) of the last year of the contract. The evaluations may occur more frequently at the discretion of the Director or his/her designee, as necessary.

J. MISCELLANEOUS

Government Code section 53243.2 requires the following provision to 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

- A. This contract, consisting of ten (10) pages and Attachment I, is the full and complete document describing services regarding 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.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 09 2025
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino
Deputy



MARK BERNDT

Signed by:
By ► *Mark S. Berndt*
B39FEE064C6440A
(Authorized signature - sign in blue ink)

Name Mark Berndt
(Print or type name of person signing contract)

Title Senior Community Service
Employment Program Administrative Aide
(Print or Type)

Dated: 8/15/2025
Address On File

OR COUNTY USE ONLY

Signed by:
Approved as to Legal Form
► *Scott Runyan*
51E1F2E5290340A
Scott Runyan, Principal Assistant County Counsel

Date 8/15/2025

Signed by:
Reviewed for Contract Compliance
► *Lisa Rivas-Ordaz*
5E450318D200478
Lisa Rivas-Ordaz, Contracts Manager

Date 8/21/2025

Signed by:
Reviewed/Approved by Department
► *Sharon Nevins*
4963DFB48FF0481
Sharon Nevins, Director
Aging and Adult Services

Date 8/21/2025

Position Description
Senior Community Service Employment Program Administrative Aide

Contractor shall be employed as a Senior Community Service Employment Program (SCSEP) Administrative Aid with the Department of Aging and Adult Services – Public Guardian (DAAS-PG). Contractor shall report to the DAAS-PG Director. Contractor shall perform a broad range of responsibilities, including, but not limited to, the following:

- Provide technical assistance to program participants to ensure appropriate placement and ensure accuracy of application processing.
- Develop relationships with nonprofit and government entities that will provide positive training experiences for program participants.
- Maintain positive and ongoing communication between the administrative staff, field staff, and program participants including the California Department of Aging (CDA) SCSEP Analyst.
- Ensure that seniors placed in SCSEP are eligible for participation and appropriately placed in a training site that meets their requirements.
- Ensure SCSEP participants meet continuing eligibility criteria.
- Review all incoming intake packets and recertification packets to ensure that SCSEP eligibility criteria are met, all forms are up-to-date, and signatures are on file.
- Assist SCSEP Coordinator with writing and maintaining internal program policies and procedures, including development/maintenance of current forms for the program as needed.
- Maintain participant administrative files.
- Enter all participant data into the Department of Labor automated system (GPMS) accurately and timely. Run reports in a timely manner and distribute to appropriate staff as needed.
- Process all incoming administrative paperwork, including correspondence, participant time and attendance reports, applications, intake/recertification packets, and any other materials pertaining to SCSEP.
- Answer phones and assist the public in the SCSEP office.
- Provide backup for DAAS clerical staff as needed.
- Provide vacation and temporary relief as required.
- Travel throughout the County as required.