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Contract Number

SAP Number

Human Services

Department Contract Representative	<u>Maria Tucci, Contracts Analyst</u>
Telephone Number	<u>(909) 387-2806</u>
Contractor	<u>N/A</u>
Contractor Representative	<u>N/A</u>
Telephone Number	<u>N/A</u>
Contract Term	<u>Upon Effective Date through June 30, 2028</u>
Original Contract Amount	<u>_____</u>
Amendment Amount	<u>_____</u>
Total Contract Amount	<u>_____</u>
Cost Center	<u>5016781000</u>
Grant Number (if applicable)	<u>N/A</u>

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

IT IS HEREBY AGREED AS FOLLOWS:

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

WHEREAS, 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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Attachment 1 – CalSAWS Position Descriptions

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall be employed as a(n) _____ (Job Classification) as described in the table in this Paragraph A., below, and assigned to the California Statewide Automated Welfare System (CalSAWS) program staff. The term “Equivalent Unit” for each job classification is defined in the chart below.

Job Classification	Equivalent Unit Reference	Salary Grade Reference	Benefit Type
Executive Assistant	Exempt	57D	EXM
Business Analyst	Administrative	57	ADM
Policy Manager	Supervisor	73	SUP
Development, Test and Release Director	Exempt	86C	EXM

B. Contractor shall perform CalSAWS program services and other specific duties as outlined in the appropriate position description for the job classification and incorporated herein as Attachment 1.

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.

IV. TERM

This Contract shall be effective _____(Effective Date) through June 30, 2028, 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. 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.

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

Contractor shall be compensated for services at a rate of \$_____ . _____ per hour and shall be assigned to step _____ within the designated salary grade _____ of the compensation plan _____ (compensation plan). The salary is established for the job classification, commensurate with duties and provided below for reference.

Contractor shall not exceed forty (40) hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. (Paragraph C of this Section V).

Contractor is eligible to receive any salary adjustments and economic benefits (i.e. longevity pay, retention pay) and 1040 merit step adjustments in the same manner and as provided to other Equivalent Unit employees, however, Contractor is also subject to any economic reductions imposed.

Contractor does not gain probationary or regular status during the term of this Contract.

For the purposes of calculating service hours towards various economic benefits provided by an Equivalent Unit, all hours as a County employee, with no break in service.

Job Classification	Equivalent Unit Reference	Salary Grade	Compensation Plan Reference	Benefit Type
Business Analyst	Administrative	57	GU ¹	ADM
Policy Manager	Supervisory	73	GU ¹	SUP
Executive Assistant	Exempt	57D	Exempt ²	EXM D
Development, Test and Release Director	Exempt	86C	Exempt ²	EXM C

B. RATE ADJUSTMENTS

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 Equivalent Unit.

C. OVERTIME

If Contractor is authorized by the County Department Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation in the same manner as employees in the Equivalent Unit.

D. PAYMENT

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

¹ Refer to the General Consolidated MOU Salary Schedule

² Refer to the San Bernardino County Exempt Group Working Condition Ordinance (Co. Code Section 13.0613)

E. LEAVE PROVISIONS

Contractor shall be eligible for the same Leave Provision benefits in the same manner and amount as employees in the Equivalent Unit for their Job Classification. Refer to Paragraph P in this Section for processing of leave balances upon termination of this Contract.

Contractors placed in the Policy Manager classification shall be eligible to receive and use Administrative Leave in the same manner and amount as employees in the Supervisor Unit.

Contractors placed in the Executive Assistant and Development Test and Release Director classifications shall be eligible to receive and use Administrative Leave in the same manner and amount as employees in the Exempt Unit.

F. MEDICAL, DENTAL and VISION COVERAGE

Contractor must enroll in a medical and dental plan offered by the County unless 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
Business Analyst	Administrative	ADM
Policy Manager	Supervisory	SUP
Executive Assistant	Exempt	EXM D
Development, Test and Release Director	Exempt	EXM C

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.

G. 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 the as employees in the 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.

H. 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.

I. 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.

J. 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.

K. RETIREMENT MEDICAL TRUST ("Trust")

Contractor, if eligible, may participate in the County Retirement Medical Trust in the same manner as provided to employees in the Equivalent Unit for their Job Classification, per the Plan document.

L. 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.

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 Equivalent Unit for their Job Classification and per the Plan documents.

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. SHORT-TERM AND LONG-TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term and Long-Term Disability insurance benefits as offered to employees in the Equivalent Unit for their Job Classification.

P. 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
Administrative	ADM	529 Savings Plan
Supervisory	SUP	529 Savings Plan
Exempt	EXM D	Healthy Lifestyle Program Annual Tuition Reimbursement 529 Savings Plan
Exempt	EXM C	Healthy Lifestyle Program Annual Tuition Reimbursement 529 Savings Plan

Q. 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.

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 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, the 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 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.

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 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, 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 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 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 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 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. CONFIDENTIALITY AND COMPLIANCE

Contractor agrees to keep confidential all County data, including, but not limited to, patient 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.

H. 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

- A. A. 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.

- B. 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

▶ _____
Diana Alexander, Assistant Executive Officer

Dated: _____

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

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ _____
Scott Runyan, Principal Assistant County Counsel

Date _____

▶ _____

▶ _____

**Position Description
Business Analyst**

Contractor shall be employed as Business Analyst with CalSAWS. Contractor shall perform a broad range of responsibilities, including, but not limited to, the following:

- Performing project tasks and contributing to project deliverables through design, development and/or review of work products and deliverables including:
 - Application Development Status
 - Detail Design Analysis
 - Release Notes
 - Deployment Readiness Feedback
 - Deployment Complete Input
 - Final Acceptance Input
- Reviewing technical specifications and system documentation
- Working with the Application Development and Test team in support of the development, implementation and maintenance of CalSAWS
- Collaborating with information technology staff to ensure requirements are met throughout the systems development life cycle; and,
- Eliciting and documenting user requirements for new systems and system enhancements, documents functional and technical requirements
- Completing change management documentation and coordinating approvals according to project procedures
- Developing and maintaining implementation and conversion plans
- Developing and implementing training and test plans
- Assisting in development and maintenance of project plans; assisting in coordinating project reporting
- Assisting in the development of test scenarios; user acceptance testing documentation; collaborating with system users to conduct user acceptance testing
- Performing analysis to help resolve application problems

Position Description Policy Design Manager

Contractor shall be employed as Policy Design 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:

- Contributing to design, development and/or review of work products and deliverables including:
 - Policy Input and clarification; and
 - Policy Update Report,
- Leading in the analysis and evaluation of critical and current legislation, policies, and other programs, determine possible effects upon the application and make recommendations for actions,
- Planning, organizing, managing, integrating and evaluating the work of a division/section with subordinate supervisors and/or staff
- Developing long range plans for aligning supported applications with policy,
- Supporting the engagement of government bodies and key stakeholders, and obtaining government and key stakeholder support on specific legislative issues relevant to the CalSAWS as a whole, including:
 - Preparing specific speaking points, white papers, and other advocacy materials for presentation to external policy and decision makers on a regular basis; and,
 - Attending and advocating on the Consortium's behalf during external meetings, including testifying before and presenting to government bodies advocacy stakeholder group
- Developing and sustaining relationships with stakeholders
- Actively participating in Project, Regional and County meetings
- Communicating policy concerns of the stakeholders
- Ensuring that county escalations are resolved promptly, timely and effectively
- Assisting in issue identification, resolution, escalation and tracking
- Understanding, communicating, and mitigating risk

Position Description
Executive Assistant

Contractor shall be employed as an Executive Assistant with CalSAWS. Contractor shall report to the CalSAWS Director. Contractor shall perform a broad range of responsibilities, including, but not limited to, the following:

- Provide administrative and high level secretarial support; coordinate support staff (both consortium and vendor managed) and services for CalSAWS administration. Serve as a member of the executive team and provide input and advice on administrative and procedural matters.
- Research, compile, and organize information for use by the Executive Director, Project Directors, Deputy Directors, legal team, and consultants in the completion of narratives, reports, memos, recommendations, and special projects.
- Review all Board agenda items; research, draft, and finalize various contract Board agenda items.
- Answer correspondence on own initiative in accordance with general policies and procedures or knowledge of the administrators' viewpoints. Prepare correspondence and reports on behalf of administrators with minimal instruction and information.
- Supervise CalSAWS office clerical support staff, including responsibility to hire, assign work, evaluate and recommend disciplinary action. Coordinates workflow, support services, purchasing activity, and monitors budget.
- Schedule and coordinate meetings, multiday conferences; initiate agendas and materials. Take and transcribe meeting minutes for Board of Directors and the Project Steering Committee.
- Screen callers by furnishing the information requested; resolve or refer concerns as appropriate.
- Maintain confidentiality of Joint Powers Authority (JPA), vendors and customers based on HIPAA, PII, and Public Records Act policies.
- Act as a liaison between Federal, State, and County officials, their staff, other department heads, as well as private agencies and members of the Advocate community.
- Provide vacation and temporary relief as required.

Position Description
Development, Test & Release Director

Contractor shall be employed as a Development, Test & Release Director with CalSAWS. Contractor shall report to the Executive Director. Contractor shall perform a broad range of responsibilities, including, but not limited to, the following:

- A. Contributes to the design, development and/or review of work products and deliverables including:
1. Design:
 - Succession planning opportunities by strong collaboration
 2. Development
 - Application Development Status
 - Detail Design Feedback
 - Deployment Readiness Feedback
 - Deployment Complete Input
 3. Test
 - User Acceptance Testing (UAT) Readiness Report
 - Test Scenarios
 - Test Cases
 - Test Schedule
 - Application Development and Walkthroughs
 - Test Status and metrics
 4. Release Management
 - Release Schedule
 - Release Plan Input
- B. Analyzes and assesses current and proposed plans; oversees and manages the development, design, implementation, and maintenance of automated information systems to ensure achievement of strategic long-range information requirements and integrates plans into overall strategic project plans.
- C. Confers with senior project management communicating application development and test concerns to leadership.
- D. Assists in risk and issue identification, assessment, mitigation, resolution, escalation and tracking.
- E. Develops, communicates, and enforces System Development Lifecycle (SDLC) and data management practices, standards and tools toward delivering applications and services.
- F. Formulates application architecture, integration and implementation plans, estimating hours and costs, and ensures the project and stakeholders meet its strategic goals.
- G. Oversees and ensures controlled release management practices to ensure the successful completion of releases on time and on budget.
- H. Manages resource capacity planning, including early notification and remediation of resource capacity issues.
- I. Assists leadership in performing through analysis when determining “buy” vs “build” decisions.

- J. Presents opportunities proactively to improve business processes and efficiency through automation to leadership.
- K. Ensures accurate time tracking and reporting of resource utilization related to System Change Request (SCR) for vendor staff.
- L. Provides detailed design feedback and input on the items deemed as requirements.
- M. Completes other duties as assigned.