

TABLE OF CONTENTS

I.	DUTIES AND RESPONSIBILITIES OF CONTRACTOR.....	3
II.	CONFLICT OF INTEREST.....	3
III.	TERM.....	4
IV.	COMPENSATION OF CONTRACTOR.....	4
V.	GENERAL PROVISIONS RELATING TO CONTRACTOR.....	7
VI.	CONCLUSION.....	9

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as an **Executive Director of In-Home Supportive Services Public Authority**. Under general administrative direction, manages and coordinates diverse and complex administrative services for the In-Home Supportive Services Public Authority (IHSS PA) having inter-governmental or inter-organizational fiscal and operational relationships; performing a broad range of duties, including but not limited to:

- A. Establish and implement organizational policies and procedures for IHSS PA operations; monitor effectiveness of policies and procedures and make revisions or recommendations as necessary.
- B. Direct and coordinate the fiscal and analytical operations of the IHSS PA, which may include the functions of budgeting, fiscal control, accounting, purchasing, personnel, grant preparation and analysis, contract administration, capital improvements, and data processing.
- C. Supervise subordinate supervisors of operational programs or administrative support activities in the organization served; select, train, evaluate and discipline staff; explain new policies, procedures, methods, and systems; serve as reference for substantial problems; prepare or supervise the preparation of reports, records, correspondence, and other documents.
- D. Conduct or direct complex studies pertaining to a variety of administrative and operational problems; determine actions appropriate for improvements; advise the IHSS PA Governing Board and/or San Bernardino County Administrative Office on findings and methods of effective solutions.
- E. Coordinate various activities and programs in assigned area of responsibility with governmental agencies and private entities.
- F. Direct preparation of the IHSS PA budget; explain needs and provide justification for items to the IHSS PA Governing Board; review and decide on expenditure requests and budget variances; work within the County budget process to establish the availability of requested funds.
- G. Direct preparation of and review grant proposals for various programs and projects of the IHSS PA; interface with governmental agencies' personnel regarding requirements for obtaining funds and monitoring procedures; present proposals to various boards and commissions to gain approval for programs and projects.
- H. Coordinate all audits related to the IHSS PA or program operation and services; explain procedures to auditors and serve as reference for questions.
- I. Review, interpret and analyze new and proposed legislation; determine effects of legislation on operations and programs of the organization served; advise superiors of findings; take appropriate action to ensure compliance with existing rules and regulations; propose legislation on own initiative or upon request.
- J. Attend and represent the IHSS PA at various governmental and citizen group meetings; make presentations on various programs and services provided.
- K. Manage and direct personnel actions; interview, hire, assign, train, and evaluate subordinate supervisors and other personnel; define and resolve complex work problems; establish work standards and operational objectives in assigned area of responsibility.
- L. Supervise employee-employer relations between the IHSS PA and labor organizations representing or seeking to represent IHSS providers. These activities will include labor representation actions as well as negotiations for wages and health benefits.
- 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 June 29, 2024, and shall remain in effect through July 11, 2027, subject to the termination provisions below. The Assistant Executive Officer is authorized to execute amendments to the Contract to extend the term 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 Unclassified Service. The 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 B unless otherwise specified in this contract. This Contract provides for the full compensation to Contractor for the services required hereunder.

Contractor is currently a regular County employee. Therefore, this Contract shall not be considered a break in County service for purposes of determining eligibility for all benefits and contributions including but not limited to retirement system contributions, health benefits, leave accrual rates, and longevity pay. Contractor shall maintain and carry forward any rates of accrual, leave balances accrued and benefit date during prior County employment.

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$80.92 per hour, which is equivalent to Step 11 of Range 81B 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 is eligible for all exempt level B benefits, pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

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 Appointing Authority, or his/her designee. The Appointing Authority, 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 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. SUPERSEDES PRIOR AGREEMENTS

This Contract supersedes and replaces all previous contracts, agreements, and understandings, oral, written, and implied, between the County and Contractor hereto with respect to the subject matter thereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.

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.

VI. CONCLUSION

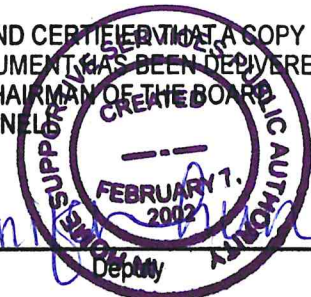
- A. This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractors rights and obligations of the parties, including all covenants, conditions, and benefits.
- B. This Contract may be executed in any number of counterparts, each of which so 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-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

► *Dawn Rowe*
 Dawn Rowe, Chair, Board of Directors
 Dated JUN 25 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD OF IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
 LYNNA MONELLO
 Secretary

By *Jannine*
 Deputy



SAN BERNARDINO COUNTY

► *Dawn Rowe*
 Dawn Rowe, Chair, Board of Supervisors
 Dated: JUN 25 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS

By *Jannine*
 Deputy



Lynna Monello
 Clerk of the Board of Supervisors
 San Bernardino County

In-House Supportive Services Public Authority
 (Print or type name of corporation, company, contractor, etc.)

By ► *Roxanne Young*
 (Authorized signature - sign in blue ink)

Name Roxanne Young
 (Print or type name of person signing contract)

Title Executive Director
 (Print or Type)

Dated: 6/14/2024

Address 784 E. Hospitality Lane
San Bernardino, CA 92415

FOR COUNTY USE ONLY

Approved as to Legal Form
 Richard Luczak
 Richard Luczak, Deputy County Counsel
 Date 6/14/2024

Reviewed for Contract Compliance
 Patty Steven
 Patty Steven, Contract Manager
 Date 6/17/2024

Reviewed/Approved by Department
 Diana Alexander
 Diana Alexander, Assistant Executive Officer
 Date 6/17/2024