



Contract Number

SAP Number

County Administrative Office

Department Contract Representative	<u>Diana Atkeson</u>
Telephone Number	<u>387-4883</u>
Contractor	<u>Maria Romero</u>
Contractor Representative	<u></u>
Telephone Number	<u>On File</u>
Contract Term	<u>08/22/2026-12/31/2027, with two one-year options</u>
Original Contract Amount	<u></u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>1121001000</u>
Grant Number (if applicable)	<u></u>

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Maria Romero, 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;

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 Program Review Analyst for San Bernardino County. CONTRACTOR shall have the following duties under direction:

- A. Prepare budget including purchase orders and accounting transactions in connection with the Community Care Expansion (CCE) Fund and/or American Rescue Plan Act (ARPA) Fund.
- B. Monitor and forecast the financial position and cash flows for the CCE Fund and/or ARPA Fund.
- C. Evaluate CCE/ARPA reporting requirements and participate in the preparation of various financial, statistical, and fiscal reports for both internal and external reporting purposes.
- D. Review and analyze projects for the use of CCE/ARPA in compliance with relevant rules including, but are not limited to, the allowable activities and costs as outlined in the CCE/ARPA authoritative guidance, as well as 2 CFR Part 200, Subpart E – Cost Principles.
- E. Work as a liaison with CCE/ARPA project participants and stakeholders to provide guidance on matters relevant to accounting, reporting, finance, and compliance.
- F. Evaluate relevant rules that govern the eligible use of CCE/ARPA to develop the County policy and procedures, as deemed necessary.
- G. Coordinate or perform subrecipient monitoring activities in accordance with CCE/ARPA authoritative guidance, as well as 2 CFR Part 200 (Uniform Guidance)
- H. Provide staff training with regards to the eligible and restricted use of CCE/ARPA.
- I. Perform such other duties as may be assigned by the Appointing Authority, as defined herein, or designee.

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. CODE OF CONDUCT

As a condition of employment, CONTRACTOR does hereby agree to follow County policies, procedures, and standard practices, as well as the applicable Code of Conduct.

IV. TERM

This Contract shall be effective August 22, 2026, and shall remain in effect until December 31, 2027 subject to the termination provisions of this Section. The Chief Executive Officer of San Bernardino County, the County Chief Financial Officer, or the Assistant County Chief Financial Officer is authorized to execute an amendment to this Contract to extend the term for two (2) successive one-year periods, subject to the termination provisions of this Section. These effective dates are qualified: if all of the requirements of Paragraph E of Section VI are not successfully completed, this Contract shall not take effect. 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, the Chief Executive Officer of San Bernardino County ("Appointing Authority"), who shall have the full authority and discretion to exercise County rights under this Section.

V. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, CONTRACTOR shall be considered a contract employee in the Unclassified Service. CONTRACTOR shall receive only the benefits and compensation specifically set forth in this Contract. Any compensation and/or benefits provided for in this Contract based on compensation and/or benefits provided for in the San Bernardino County Exempt Group Working Conditions Ordinance (County Code section 13.0613) shall be adjusted in accordance with any future change to the San Bernardino County Exempt Group Working Conditions Ordinance. Any benefits provided under this Contract based on the San Bernardino County Exempt Group Working Conditions Ordinance shall be at a level for employees in Exempt Group D, unless otherwise specified in this contract. This Contract provides for the full compensation to CONTRACTOR for the services required hereunder. If CONTRACTOR is a current contract employee, this Contract supersedes any prior contract and continues CONTRACTOR's employment.

A. SALARY RATE

CONTRACTOR shall be compensated for services at a rate of \$30.88 per hour, which is equivalent to Step 5 of Range 45T_D of the current Exempt salary schedule. CONTRACTOR shall be eligible to receive step increases beginning of the pay period following completion of 1,040 service hours in the same manner as employees in the Exempt Group.

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 Exempt Group.

The Appointing Authority may request, in limited exceptional circumstances and with adequate justification, the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity, subject to the recommendation of the Director of Human Resources and the final approval of the Chief Executive Officer or his/her designee. The Director of Human Resources may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor-Controller/Treasurer/Tax Collector.

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 Paragraph R of this Section V for processing of leave balances upon termination of this Contract.

D. 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) in the same manner as provided to the Exempt Group to offset the cost of medical and dental plan premiums charged to 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 and dental insurance premium for the coverage selected.

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.

E. VISION CARE INSURANCE

Subject to carrier requirements, and if eligible, the County shall pay the premiums in the same manner as employees in the Exempt Group for vision care insurance.

F. EXPENSE REIMBURSEMENT

CONTRACTOR shall be eligible for expense reimbursement pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

G. 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 i.e., San Bernardino County Employees Retirement Association (SBCERA), during the term of this Contract 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 over the age of 60 at the time of hire and who chooses not to be a member of SBCERA, they shall be enrolled in the County's 401(k) Salary Savings Plan. The County shall contribute the applicable percent of the employee's biweekly salary as defined in Subsection 13.0613(q) to the Plan, and the employee shall contribute a minimum of three percent of biweekly salary to the plan, not to exceed the annual limits of the Plan as defined in the Internal Revenue Code.

H. SALARY SAVINGS PLAN

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

I. COUNTY RETIREMENT MEDICAL TRUST (“Trust”)

Upon meeting eligibility requirements, CONTRACTOR shall participate in the County Retirement Medical Trust (“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.

J. 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 Exempt Group. 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.

K. 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 Exempt Group.

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 and receive any applicable County contributions to the FSA Plan pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

- M. SHORT-TERM DISABILITY
CONTRACTOR shall be eligible to receive the same Short-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.
- N. LONG-TERM DISABILITY
CONTRACTOR shall be eligible to receive 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.
- O. LEGALLY REQUIRED BENEFITS
CONTRACTOR shall receive all benefits as required by law when eligible (e.g., FMLA, 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.
- P. OTHER BENEFITS
CONTRACTOR shall be eligible for all other benefits, based on the San Bernardino County Exempt Group Working Conditions Ordinance, at a level for employees in Exempt Group D, including, but not limited to, the following:
- a. Tuition Reimbursement
 - b. Employee Wellness/Fitness Center Membership
 - c. Modified Benefit Option
 - d. Certified Public Accountant Stipend
- Q. SERVICE AND EFFECT ON BENEFITS
If CONTRACTOR was a County employee immediately prior to entering into this Contract, without separation from County employment, then 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 OF CONTRACT
- Contractor Separated from County Service
Upon separation from County employment, CONTRACTOR shall be compensated for any unused Administrative, Vacation and Holiday Leave or other paid leave identified in the San Bernardino County Exempt Group Working Conditions Ordinance 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 the County's Exempt employees if eligibility requirements are met (See Section V, Paragraph I, above). 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 position without a separation from County employment, type and level of benefits including, but not limited to, retirement system contributions (if applicable) and health benefits shall be based upon the provisions of the MOU or ordinance in effect at the time CONTRACTOR is appointed to a regular position. Hours worked as a County contract employee shall count towards service hours for leave accrual rates.

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. Employees may only carry over leave balances that they would otherwise be eligible for in accordance with the applicable MOU or ordinance for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will 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 new contract position is made, unused leave balances may be maintained and carried over. CONTRACTOR may only carry over leave balances that they would otherwise be eligible for in accordance with the applicable MOU or ordinance for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will 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 Chief Executive Officer of San Bernardino County, or designee. The Chief Executive Officer of San Bernardino County, 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 Chief Executive Officer, 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 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 or ordinance. 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 General Liability Insurance only while performing services under this Contract. CONTRACTOR shall only receive those benefits as required by law.

D. USE OF PRIVATE VEHICLE

If the services to be performed under this Contract require CONTRACTOR to drive a vehicle, CONTRACTOR must possess a valid California driver's license at all times during the performance of 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, at CONTRACTOR's own expense, maintain vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code.

Failure to comply with the requirements of this Paragraph D 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 prior to the effective date of this Contract. CONTRACTOR shall also submit to and successfully complete a background check prior to the effective date of this Contract.
- F. DIRECT DEPOSIT
CONTRACTOR must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.
- G. CONFIDENTIALITY AND COMPLIANCE
CONTRACTOR agrees to keep confidential all department related data, programs, documentation, and all other original materials produced, created by or provided for the County. In addition, upon termination of this contract, CONTRACTOR agrees to return all confidential materials to the Chief Executive Officer or his/her designee. As provided in Section III of this Contract, CONTRACTOR agrees to follow all County 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. 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 Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Maria Romero

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

By ►

(Authorized signature - sign in blue ink)

Name Maria Romero

(Print or type name of person signing contract)

Title Program Review Analyst

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Scott Runyan, Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____