

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



Contract Number

24-694

SAP Number

Human Services

| | |
|---|--|
| Department Contract Representative | <u>Maria Tucci, Contracts Analyst</u> |
| Telephone Number | <u>909-387-2806</u> |
| Contractor | <u>Romina V. Price</u> |
| Contractor Representative | <u></u> |
| Telephone Number | <u></u> |
| Contract Term | <u>August 18, 2024 through August 17, 2027</u> |
| Original Contract Amount | <u>Initial Hourly Rate \$26.92</u> |
| Amendment Amount | <u></u> |
| Total Contract Amount | <u></u> |
| Cost Center | <u>4980002240</u> |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, hereinafter called the County, and the In-Home Supportive Services Public Authority, hereinafter called IHSS PA, desire to obtain the services of Contractor under the terms and conditions set forth in this Contract, and

WHEREAS, County finds Romina V. Price, hereinafter referred to as "Contractor", has the skills and knowledge necessary to provide **Office Specialist** services for the IHSS PA;

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set for below:

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

TABLE OF CONTENTS

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR..... 3

II. CONFLICT OF INTEREST..... 3

III. TERM.....3

IV. COMPENSATION OF CONTRACTOR..... 4

V. GENERAL PROVISIONS RELATING TO CONTRACTOR..... 7

VI. CONCLUSION 10

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as an **Office Specialist** with IHSS PA. Contractor shall work cooperatively with the staff of IHSS PA under the direction of the Executive Director, performing a broad range of duties, including, but not limited to, the following:

- A. Plan, assign, train, and coordinate the work of Office Assistants in a section/unit to ensure work products are timely and accurate; train or assist in the training of new employees; assist in the development and implementation of clerical procedures.
- B. Review, audit, and process a variety of transactions in accordance with applicable rules and regulations; correct or request resubmittal of transactions in accordance with County policies.
- C. Perform a variety of audit and fiscal functions such as collecting payments, posting transactions, and calculating/recommending claims.
- D. Counsel, advise, assist, and explain complex policies, procedures, practices, and local, state, and federal regulations to Office Assistants and clients.
- E. Research and respond to problems and complaints.
- F. Monitor and ensure compliance with all applicable laws and regulations.
- G. Interview providers, Office Assistants, and others to determine conditions and eligibility.
- H. Contact, collect, and respond to outside sources to obtain and/or verify information.
- I. Prepare and maintain a wide variety of detailed documents, reports, case histories, and financial records.
- J. Maintain, examine, and review complex files, applications, or supporting documents for completeness, accuracy, and compliance with a variety of rules, policies, and regulations; provide written and oral justification for action selected.
- K. Interpret and apply technical and procedural information.
- L. Act as advocate in resolving problems; ascertain the nature of the problem and review the determination to ensure compliance with contracts or documents; explain outcome of the problem resolution process.
- M. Train and present to Office Assistants details on policies and procedures, laws, and regulations.
- N. Determine and obtain any additional information required; recommend approval/denial of the qualifying event based on supporting documents.
- O. Perform special projects and other duties as assigned.
- P. Provide backup, vacation coverage and temporary relief as required.
- Q. Travel throughout the County as required.

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 August 18, 2024, and shall remain in effect through August 17, 2027, subject to the termination provisions below. The Executive Director of IHSS PA or 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 County's Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment Contract of Contractor.

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$26.92 per hour, which is equivalent to Step 14 of Range 35 of the current salary schedule for employees in the Clerical Unit. Contractor shall not exceed forty (40) hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract.

Contractor is eligible to receive any salary adjustments, including across the board adjustments, in the same amount and at the same time as employees in the Clerical Unit if approved by the Executive Director and Assistant Executive Officer of Human Services.

Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract.

B. OVERTIME

Overtime shall be defined as all hours actually 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 Executive Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (1 ½) times the Contractor's regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensation time off at premium hours. Cash payment at the Contractor's regular rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours or for any hours on record immediately prior to termination of Contract.

C. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Clerical Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick Vacation, and Voluntary Time Off.

Refer to Item Q 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 Clerical Unit 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 for employees in the Clerical Unit.

F. VISION CARE INSURANCE

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

G. 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 Clerical Unit. County paid life insurance will become effective and continue for each pay period in which Contractor is paid for on half plus one of their regularly schedule hours. For pay periods in which Contractor does not meet the paid hours requirement, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

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 Clerical Unit.

I. EXPENSE REIMBURSEMENT

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

J. 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. Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees' Retirement Association.

If Contractor is first hired at age sixty (60) or over, Contractor may choose not to become a member of the SBCERA at the time of hire. 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")

Upon termination of this contract, Contractor shall be eligible to convert the cash value of unused Sick Leave to the Trust in the same manner and amount as employees in the Clerical Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Refer to Item Q 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 457(b) Salary Savings Plan, per the Plan Document. Contractor shall not receive County match contributions with respect to participation in such plan.

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 Clerical Unit and per the plan documents. Contractor shall not receive any County match contribution 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. SHORT TERM DISABILITY

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

P. 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.

Q. BENEFITS UPON TERMINATION OF CONTRACT

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 will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as employees in the Clerical Unit, 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.

R. BILINGUAL COMPENSATION

If Contractor is in a position, designated by the appointing authority, which requires bilingual translation involving the use of English and a second language as part of their regular duties, Contractor shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Contractors in such positions must be certified as competent in translation skills by Human Resources to be eligible for compensation. Competency Certification is solely determined and administered by Human Resources. Level 1 - verbal skill level is compensable at fifty dollars (\$50.00) per pay period. Level 2 – written skill level is compensable at fifty-five dollars (\$55.00) per pay period.

S. PROJECT COMPENSATION

Increases in pay, in the form of Project Compensation, may be granted to recognize the temporary assignment of additional responsibilities that are significant in nature and beyond the normal scope of the position. Project Compensation shall be in the form of a specified percentage of the

Contractor's base pay. The appointing authority or designee will determine the amount in increments of one-half (1/2) percent from a minimum of two and one-half percent (2-1/2%), up to a maximum of seven and one-half percent (7-1/2%). The Project Compensation will be computed at the specified percentage of the current base pay of the Contractor for each pay period. The Project Compensation shall be considered earnable compensation and shall be considered part of the Contractor's regular rate of pay for purposes of calculating overtime, if applicable. Such increases in pay shall not affect the Contractor's step advancement in the base salary range.

Requests for Project compensation may be initiated by the appointing authority, who has responsibility for initiating the compensation request in a timely manner and adhering to the compensation provision defined in this Contract. It is important to obtain Director of Human Resources review of the request in advance of the date the Contractor begins the assignment, because there is no guarantee the request will be approved. Project Compensation is to be effective only with the Director of Human Resources Department written approval, assignment of the additional or greater level of duties, and signed acceptance by the Contractor.

T. PAYROLL ADJUSTMENTS

In situations involving overpayment to a Contractor by the County/Department, said Contractor shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment received by the Contractor. The Auditor-Controller/Treasurer/Tax collector's Office or Human Resources, when applicable, shall provide documentation showing the calculations of the overpayment to the Contractor. Extensions to the period for repayment of the overage may be requested by the Contractor, subject to the approval of the County's Auditor-Controller/Treasurer/Tax Collector's Office. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1-1/2) times as long as the overpayment period. If the Contractor leaves employment prior to repayment of overage, the Auditor-Controller/Treasurer/Tax Collector shall initiate the collections process against the Contractor.

In situations involving underpayment to a Contractor by the County/Department, the Contractor shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor-Controller/Treasurer/Tax collector's office, including necessary approval of the Appointing Authority and the Director of Human Resources.

In those situations where the Contractor has been underpaid by seven and one-half percent (7 1/2%) or more of the Contractor's base pay in the immediately preceding pay period, through no fault of their own, the Contractor may request an on demand warrant to correct the error. The departmental payroll section shall complete the request for payroll adjustment and forward it and any necessary approval of the Appointing Authority to the Auditor-Controller/Treasurer/Tax collector within one (1) working day of receipt of the Contractor's request. The Auditor-Controller/Treasurer/Tax collector's Office shall pay the Contractor the amount due within two (2) working days of receipt of the request for payroll adjustment from the department. For this Section, base pay shall be determined by multiplying the Contractor's base rate of pay by the number or hours in their usual work schedule.

The director of Human Resources or designee must authorize payroll adjustments to correct any payroll error or omission for instance arising more than thirteen (13) pay period prior to the request for payroll adjustment.

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the Executive Director, or his/her designee. The Executive Director, or his/her designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall not work more than forty (40) hours per workweek without prior approval from the Executive Director, or his/her designee. The Executive Director shall have the right to

direct Contractor to take such time off as is necessary to ensure that Contractor's actual time worked does not exceed forty (40) hours within any given work period.

B. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and 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 ten (10) 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 AUG - 6 2024
SIGN AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By: *Jenni K. Monell*
Deputy
Lynna Monell, Secretary



SAN BERNARDINO COUNTY

► *Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated: AUG - 6 2024
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By: *Jenni K. Monell*
Deputy
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County



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

By: *Romina Price*
DocuSigned by:
(Authorized signature - sign in blue ink)

Name Romina V. Price
(Print or type name of person signing contract)

Title Office Specialist
(Print or Type)

Dated: 7/16/2024

Address 784 E. Hospitality Lane
San Bernardino, CA 92415

FOR COUNTY USE ONLY

Approved as to Legal Form
DocuSigned by:
► *Richard Lueza*
Richard Lueza, Deputy County Counsel
Date 7/16/2024

Reviewed for Contract Compliance
DocuSigned by:
► *Patty Steven*
Patty Steven, Contract Manager
Date 7/16/2024

Reviewed/Approved by Department
DocuSigned by:
► *Diana Alexander*
Diana Alexander, Assistant Executive Officer
Date 7/16/2024