



Contract Number  
23-1317

SAP Number  
N/A

## Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	<u>(909) 387-0640</u>
Contractor	<u>Kimberley Henry</u>
Contractor Representative	<u>-----</u>
Telephone Number	<u>On file</u>
Contract Term	<u>01/13/2024 through 01/12/2026</u>
Original Contract Amount	<u>\$38.06 per hour</u>
Amendment Amount	<u>-----</u>
Total Contract Amount	<u>-----</u>
Cost Center	<u>4427051000</u>

### 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, certifications, and experience necessary to provide services as a Detentions Recreational Therapist 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 Detentions Recreational Therapist with the Sheriff/Coroner/Public Administrator (Department). Contractor will be expected to uphold patient privacy standards as noted in the Health Insurance Portability and Accountability Act (HIPAA). Contractor shall work cooperatively with the Community Service and Reentry Division (CSR), performing a broad range of duties including, but not limited to:

- A. Reporting and submitting to the general supervision of the CSR Captain, or designee.
- B. Performing all services and abiding by all laws, rules, and regulations of the State of California pertaining to Detentions Recreational Therapist duties.
- C. Possessing and maintaining a certification issued by the California Board of Recreation Therapy Certification (CBRTC), or by the National Council for Therapeutic Recreation Certification (NCTRC).
- D. Abiding by both County and Department policies and procedures.
- E. Conducting therapeutic recreational activities and developmental level appropriate programming for individuals in a jail-based setting, as permitted by California Penal Code (PC) sections 4025 and 4025.5.
- F. Observing and recording patients' reactions; developing and evaluating program activities; preparing records as needed; conferring with the Department's Medical, Mental Health and the Americans with Disabilities Team (ADA) on patient evaluations as necessary.
- G. Planning, developing, and providing recreational activities for the currently and qualified formerly incarcerated population (patients) diagnosed under the American Disabilities Act (ADA), applying recreational therapy knowledge and techniques to meet the needs of those with physical, developmental and/or intellectual disabilities.
- H. Assessing patient needs and determining appropriate recreational activities and programs, evaluating the interests of the individual patients, and assisting and encouraging them in selecting and participating in leisure-time activities.
- I. Developing and evaluating community-based recreational activities; preparing records and reports as needed.
- J. Arranging for patients to participate in community diversional and social activities; participating in planning treatment goals for specific patients.
- K. Adhering to a standard tour of duty from 8:00 AM to 5:00 PM, Monday through Friday, each week, unless the Sheriff/Coroner/Public Administrator, or designee, provides otherwise. Contractor shall be present and working during these hours, except in periods of illness or upon advice and consent of the Department, or designee.
- L. Maintaining confidentiality. Contractor shall not release any information, written or oral, concerning patients, programs, or therapeutic recreational activities, without prior written approval from the Department.
- M. Provide vacation and temporary relief as required.
- N. Perform other special projects and duties as assigned.
- O. Travel throughout the County as required.

## II. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the County's Conflict of Interest policy, 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 provided 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, and 87100, and any other conflict of interest code applicable to County employment.

## III. TERM AND TERMINATION

This Contract shall be effective January 13, 2024 through January 12, 2026. The Sheriff/Coroner/Public Administrator, Undersheriff, or Assistant Sheriff are authorized to execute amendments to this Contract to extend the term for an additional three one-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 \$38.06 per hour, equivalent to Range 50, step 14, of the General Salary Schedule, not to exceed 40 hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be eligible to receive any salary adjustments provided to, and at the same time and manner, as employees in the Administrative Services Unit. All salary increases are subject to approval of the appointing authority and based on a meets standard work performance evaluation. 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 in a week. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by Sheriff/Coroner/Public Administrator, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (1½) times the Contractor's regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating 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 this 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 Administrative Services Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

Refer to Item N in this Section 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) in the same manner as the Administrative Services Unit to offset the cost of medical plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee's Retirement Association. 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).

If enrolled in a County-sponsored medical plan and all other Plan eligibility requirements are met, Contractor shall receive a Dental Premium Subsidy (DPS) of \$9.46, per pay period, as applicable.

The applicable DPS amount shall be paid directly to the provider of the County-sponsored dental plan in which the Contractor has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

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, the County shall pay the premiums for vision care insurance for Contractor (employee-only coverage) if Contractor is scheduled and receives pay for at least forty-one (41) hours per pay period.

F. 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 Administrative Services Unit. County-paid life insurance will become effective the first pay period in which the Contractor is in paid status and shall continue for each pay period Contractor is in a paid status. 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.

G. 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 Administrative Services Unit.

H. EXPENSE REIMBURSEMENT

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

I. RETIREMENT PLAN

Contractor shall participate in the County's general employee retirement system during the term of this Contract. If the Contractor is over 60 years of age at the time of entrance to County employment, participation is optional. Contractor shall pay the required employee contribution for 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. Code, section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees' Retirement Association.

J. 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 Administrative Services 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 N in this section for processing of unused sick leave balances upon termination of this contract.

K. 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.

L. 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.

M. SHORT TERM DISABILITY

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

N. 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 Administrative Services 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 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 distributed as outlined in "Contractor Separated from County Service" above.

## V. GENERAL PROVISIONS RELATING TO CONTRACTOR

### A. BACKGROUND INVESTIGATION

Contractor must pass Sheriff's Department background investigation prior to commencement of employment.

### B. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Sheriff/Coroner/Public Administrator, or designee. The Sheriff/Coroner/Public Administrator, 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 department. Contractor shall not work more than 40 hours per work week without prior approval from the Sheriff/Coroner/Public Administrator, or designee. The Sheriff/Coroner/Public Administrator 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.

### C. 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.

### D. 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.

### E. 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 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; and
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.

### F. 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.

G. 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.

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**

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.

This Agreement, and if applicable, subsequent amendments, 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 mail 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.

\*\*\*\*\*END OF SECTION\*\*\*\*\*



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

SAN BERNARDINO COUNTY

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

Dated: DEC 19 2023  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD



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

Kimberley Henry  
(Print or type name of corporation, company, contractor, etc.)  
By ► *Kimberley Henry*  
Kimberley Henry (Dec 1, 2023 16:00 PST)  
(Authorized signature - sign in blue ink)

Name Kimberley Henry  
(Print or type name of person signing contract)

Title Detentions Recreational Therapist  
(Print or Type)

Dated: Dec 1, 2023

Address On File

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
*Cynthia O'Neill*  
Cynthia O'Neill, Principal Assistant County Counsel  
Date 12/04/2023

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► *Kelly Welty*  
Kelly Welty, Chief Deputy Director of Sheriff's Administration  
Date 12/4/23