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Contract Number

24-272

SAP Number

Department of Aging and Adult Services

Department Contract Representative Telephone Number Raul Gudino 909-388-0255

Contractor Contractor Representative Telephone Number Contract Term Original Contract Amount Amendment Amount Total Contract Amount Cost Center Patricia Valenzuela April 6, 2024 through April 2, 2027 Initial Hourly Rate \$17.00 3000041

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, hereinafter called the County, desires to obtain the services of Contractor under the terms and conditions set forth in this Contract, and

WHEREAS, Contractor has the skills and knowledge necessary to provide Senior Community Service Employment Program Administrative Aide services for the Department of Aging and Adult Services;

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 **Senior Community Service Employment Program (SCSEP) Administrative Aide** with the Department of Aging and Adult Services (DAAS). Contractor shall work cooperatively with the staff of DAAS under the direction of the Director, performing a broad range of duties, including but not limited to, the following:

- A. Provide technical assistance to program participants to ensure appropriate placement and complete and accurate application processing.
- B. Develop relationships with non-profit and government entities that will provide positive training experiences for program participants.
- C. Maintain positive and on-going communication between the administrative staff, field staff, and program participants including the State Analyst.
- D. Ensure that seniors placed in SCSEP are eligible for participation, are appropriately placed in a training site that meets their requirements, and that continuing eligibility criteria are met.
- E. Review all incoming intake packets and recertification packets to ensure that SCSEP eligibility criteria are being met, all forms are up-to-date, and signatures are on file.
- F. Write and maintain internal program policies and procedures, including development/maintenance of current forms for the program as needed.
- G. Maintain participant administrative files.
- H. Enter all participant data into the Department of Labor automated system (SPARQ) accurately and timely. Run reports in a timely manner and distribute to appropriate staff as needed.
- I. Process all incoming administrative paperwork, including correspondence, participant time and attendance reports, applications, intake/recertification packets, and any other materials pertaining to SCSEP.
- J. Answer phones and assist the public in the SCSEP office.
- K. Provide backup for DAAS clerical staff as needed.
- L. Perform other special projects and duties as assigned (e.g., monthly training, training fiscal staff on the SCSEP database system).
- M. Provide vacation and temporary relief as required.
- N. 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, but is not limited to, 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 April 6, 2024, and shall remain in effect through April 2, 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 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 \$17.00 per hour, not to exceed fifty (50) hours per pay period unless expressly authorized. Additional salary adjustments shall be effective only upon execution of a written amendment to this Contract. 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.

The Director of Aging and Adult Services Department shall have discretion to approve salary increases, based on the availability of funding, up to 2.5% annually during the first three (3) years of the Contract, not to exceed 7.5% over the term of the 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 appointing authority, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (1-1/2) 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 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 Technical and Inspection Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

Refer to Item J in this Section for processing of leave balances upon termination of this Contract.

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

If Contractor has attained the age of sixty (60) prior to employment, Contractor may waive membership, at the time of hire, in the San Bernardino County Employee's Retirement Association. If Contractor regularly works less than forty (40) hours per pay period, waives membership, or otherwise does not meet the definition of a member of the retirement system, Contractor shall instead participate in the County's PST Deferred Compensation Retirement Plan.

E. 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 Technical and Inspection 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 J in this section for processing of unused Sick Leave balances upon termination of this Contract.

F. 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.

G. 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 Technical and Inspection Unit and per the plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

H. 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.

I. SHORT TERM DISABILITY

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

J. 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 Technical and Inspection 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.

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 (AA), Assistant Executive Officer (AEO), or his/her designee. The AA, AEO, 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 work period without prior approval from the AA, AEO, or his/her designee. The AA, AEO, or his/her designee 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 the 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 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. TRAVEL

Contractor shall adhere to the County's Travel Management Policy (8-02) when travel is pursuant to this Agreement and for which reimbursement is sought from the County.

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 seven (7) 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.

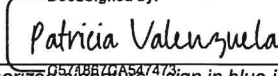
SAN BERNARDINO COUNTY


 Dawn Rowe, Chair, Board of Supervisors

Dated: MAR 26 2024
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD


 Lynn Monell
 Clerk of the Board of Supervisors
 San Bernardino County
 By _____ Deputy

Department of Aging and Adult Services
 (Print or type name of corporation, company, contractor, etc.)

By 
 (Authorized signature - sign in blue ink)

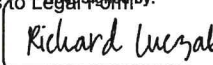
Name Patricia Valenzuela
 (Print or type name of person signing contract)

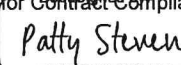
Title Senior Community Service Employment Program Administrative Aide
 (Print or Type)

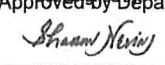
Dated: 3/13/2024

Address 636 E Mill Street, 1st Floor
San Bernardino, CA 92415

FOR COUNTY USE ONLY

Approved as to Legality by:

 Richard Luczak, Deputy County Counsel
 Date 3/13/2024

Reviewed for Contract Compliance

 Patty Steven, Contract Manager
 Date 3/13/2024

Reviewed/Approved by Department

 Sharon Nevins, Director of Aging and Adult Services
 Date 3/13/2024