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Contract Number

24-693

SAP Number

Human Services

Department Contract Representative	<u>Maria Tucci, Contract Analyst</u>
Telephone Number	<u>909-387-2806</u>
Contractor	<u>Jose A. Barrera</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 \$32.79</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 Jose A. Barrera, hereinafter referred to as "Contractor", has the skills and knowledge necessary to provide **Supervising 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:

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a **Supervising 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. Supervise the work of assigned staff; evaluate work performance, prepare and sign performance evaluations; participate in personnel decisions, including hiring and disciplinary actions; approve leave requests.
- B. Plan, organize, schedule, and assign the day-to-day clerical support operations of the office; establish work sequence, priorities, deadlines, and work standards; estimate supply, staff, and equipment requirements.
- C. Review work products prepared and processed by unit/section for accuracy and compliance with County Policy.
- D. Assist in developing, revising, and implementing new or revised procedures, forms, and office systems; coordinate clerical services with other departmental operations.
- E. Maintain records of workload and personnel information; prepare operational, narrative, and statistical reports.
- F. Research data, laws, regulations, and policies, and explain and interpret same to the public, employees, supervisors, and others; handle unusual or difficult problems referred by subordinates.
- G. Operate computer and applicable software and a variety of other office machines to enter and retrieve a variety of data and to produce and/or process a variety of materials.
- H. Compose correspondence and compile information for reports, budget justifications, special projects, and studies; prepare manuals on office procedures and instruct clerical staff in their use.
- I. Supervise the preparation of narrative, statistical, legal, and other reports, forms, or correspondence.
- J. Set up and maintain indexing and filing systems, record keeping procedures, systems, and office procedures; direct the storing, retrieving, and purging of information in automated manual filing systems.
- K. Perform mathematical calculations; compute statistics; prepare purchase orders and requisitions; check and maintain appropriate records.
- L. Review the preparation of, or processing of, a variety of complex documents, calendars, legal orders, forms, correspondence, and other material; function as an authoritative source of information on regulation, rules, department policy, and guidelines; update knowledge through reading, training meetings, or briefings.
- M. Order and/or supervise ordering of supplies and tracking of supplies and equipment.
- N. Project budgets, equipment, and staff needs.
- O. Serve as the authoritative source of information on the intent, coverage, and content of instructions, precedents, and regulations.
- P. Conduct special studies relating to the development and implementation of office clerical operations, policies, and procedures.
- Q. Update staff of changes in laws and procedures and ensure compliance.
- R. Provide vacation coverage and temporary relief as required.
- S. 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 \$32.79 per hour, which is equivalent to Step 14 of Range 43 of the current salary schedule for employees in the Supervisory Unit. Contractor shall be eligible to receive one merit step increase at the beginning of the pay period following each completion of 1,040 service hours, up to the top step of the range.

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 Supervisory Unit.

Payment for such services shall be made on a biweekly during the term specified in Section III of this Contract. Contractor does not gain probationary or regular status during the term of this Contract.

B. OVERTIME

Overtime shall be defined as all hours actually worked in excess of eighty (80) hours a pay 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 straight time compensating time off.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating time of at premium hours. Cash payment at the Contractor's base 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 Supervisory Unit: Administrative leave, Annual Leave, 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 Supervisory 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 Supervisory Unit.

F. VISION CARE INSURANCE

Contractor shall be eligible for Vision Care Insurance in the same manner and amounts for employees in the Supervisory 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 Supervisory Unit. County-paid life insurance will become effective and continue to for each pay period in which Contractor is paid for one-half plus 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 Supervisory Unit.

I. EXPENSE REIMBURSEMENT

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

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 employees in the Supervisory Unit, 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 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 Supervisory Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contribution 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 Supervisory Unit 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. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Supervisory 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. Any unused annual Leave shall be forfeited. 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 Supervisory 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 (\$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 provisions 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 additional or greater level of duties, and signed acceptance by the Contractor.

T. PAYROLL ADJUSTMENTS

In a situation 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's Office shall recover the amount owed from the Contractor's final pay. If the amount owed is greater than the Contractor's final pay, 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 of 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 instances arising more than thirteen (13) pay periods 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 eighty (80) hours per pay period 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 eighty (80) 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

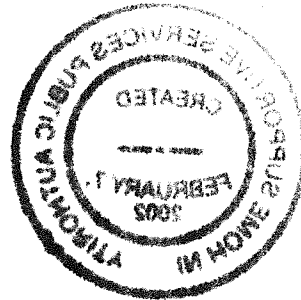
Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

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

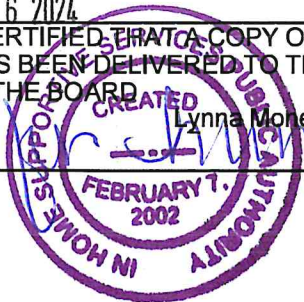
- A. This Contract, consisting of ten (10) pages, is the full and complete document describing services regarding the Contractors rights and obligations of the parties, including all covenants, conditions, and benefits.
- B. This Contract may be executed in any number of counterparts, each of which so 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
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By: *Janni* Lynna Monell, Secretary
Deputy



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

DocuSigned by :
By ► *Jose Barrera*
(Authorized signature - sign in blue ink)

Name Jose A. Barrera
(Print or type name of person signing contract)

Title Supervising Office Specialist
(Print or Type)

Dated: 7/15/2024

Address 784 E. Hospitality Lane
San Bernardino, CA 92415

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: *Janni* Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



FOR COUNTY USE ONLY

Approved by Legal Form
DocuSigned by:
► *Rharr d Luczak*
Richard Luczak, Deputy County Counsel
Date 7/16/2024

Reviewed by Contract Compliance
DocuSigned by:
► *Patty Steven*
Patty Steven, Contract Manager
Date 7/17/2024

Reviewed by Department
DocuSigned by:
► *Diana Brander*
Diana Brander, Assistant Executive Officer
Date 7/17/2024