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Contract Number

22-183

SAP Number

Human Services

Department Contract Representative	<u>Karyn Baxter</u>
Telephone Number	<u>909-386-8369</u>
Contractor	<u>Melissa Cardenas</u>
Contractor Representative	<u></u>
Telephone Number	<u></u>
Contract Term	<u>March 26, 2022 – March 25, 2025</u>
Original Contract Amount	<u>\$35.68</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 Melissa Cardenas, hereinafter referred to as "Contractor", has the skills and knowledge necessary to provide **Administrative Supervisor I** 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 an **Administrative Supervisor I** with IHSS PA. Contractor shall work cooperatively with the staff of IHSS PA under the direction of the Deputy Director, performing a broad range of duties, including, but not limited to, the following:

- A. Supervise a staff providing support services; assign and review work; evaluate work performance; participate in selection and discipline of staff.
- B. Prepare initial budgets; develop justifications for budget recommendations; monitor budget performance to ensure objectives are met; recommend corrective action on budget variances; control specific departmental purchases and expenditures; review and analyze financial data on an on-going basis to assure conformance with established guidelines; prepare financial sections of grants, policy items and board items; recommend and establish general fiscal procedures to improve department operations based on cost/benefit studies; provide financial information to various departments upon request.
- C. Plan and conduct studies of administrative and operational activities including fiscal operations, budget preparation and control, equipment usage, staff patterns, work flow, space utilization, affirmative action, training plans, and information systems; develop reports and recommendations for appropriate action based on an analysis of gathered data.
- D. Recommend and establish contract forms and procedures; develop and process bid proposals and agreements, interpret contract terms and monitor adherence to same; recommend solutions to contractual problems.
- E. Research availability and requirements for grants; prepare grant applications and all subsequent follow-up; recommend and monitor procedures for grant implementation.
- F. Develop departmental training plans; coordinate organizational staff development needs and County requirements; administer training budget.
- G. Participate in various meetings and present requested and independently gathered data to assist management in making administrative and operational decisions.
- H. Review present and pending legislation to determine effect on departmental organizations and present recommendations in verbal or written form.
- I. Prepare a variety of reports, records, correspondence and other documents.
- J. Provide vacation coverage and temporary relief as required.
- K. Other duties as assigned.

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 March 26, 2022 and shall remain in effect through March 25, 2025, subject to the termination provisions below. The Executive Director of IHSS PA is authorized to execute amendments to the Contract to extend the term for a maximum of three (3) successive 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 \$35.68 per hour, which is equivalent to Step 5 of Range 60 of the current salary schedule for employees in the Supervisory Unit. Contractor shall not exceed eighty (80) hours per pay period unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% at the beginning of the pay period following each completion of 1,040 service hours and upon approval of the appointing authority, up to the top step of the range, based on a meets standards work performance evaluation. Step advancements may be adjusted according to any future changes made to the MOU covering employees in the Supervisory Unit if approved by the Executive Director and the Assistant Executive Officer of Human Services.

Contractor shall receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Supervisory Unit.

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. All currently accrued service hours toward a step increase will be reset with the execution 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.

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, 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 for each pay period in which Contractor is paid for one-half plus one of their regularly scheduled hours. For pay periods in which Contractor does not meet the paid hour's 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

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.

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 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 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, including, but not limited to, health benefits, leave accrual rates, and retirement benefits. Thus, Contractor's rate of leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick Leave balances. Contractor's retirement contribution rate is based on the date Contractor began participation in the County's general employee retirement system.

Q. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Vacation, Holiday Leave, and Administrative Leave at the then base rate of pay. Any unused Annual Leave shall be forfeited 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 (\$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 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 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 employee shall authorize the Auditor-Controller/Treasurer/Tax Collector's Office to 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 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 of 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'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;
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. 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 ten (10) 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 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

► 
Curt Hagman, Chairman, Board of Directors

Dated **MAR 15 2022**

SAN BERNARDINO COUNTY

► 
Curt Hagman, Chairman, Board of Supervisors

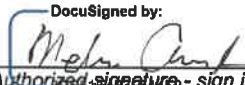
Dated: **MAR 15 2022**

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

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

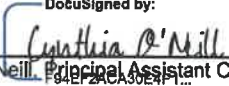
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By 
(Authorized signature - sign in blue ink)

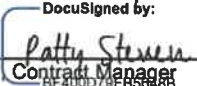
Name **Melissa Cardenas**
(Print or type name of person signing contract)

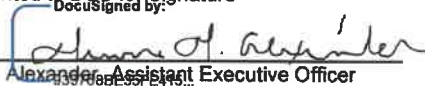
Title **Administrative Supervisor I**
(Print or Type)

Dated: **March 4, 2022**

Address **On file**

Approved as to Legal Form
DocuSigned by:
► 
Cynthia O'Neill, Principal Assistant County Counsel
Date **March 7, 2022**

Reviewed by Contract Compliance
DocuSigned by:
► 
Patty Steven, Contract Manager
Date **March 8, 2022**

Presented to BQS for Signature
DocuSigned by:
► 
Diana Alexander, Assistant Executive Officer
Department Operations - Human Services
Date **March 7, 2022**