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Contract Number

110-16

SAP Number

## Human Services

|   |                                       |
|---|---------------------------------------|
| <b>Department Contract Representative</b> | Karyn Baxter                          |
| <b>Telephone Number</b>                   | (909) 386-8369                        |
| <b>Contractor</b>                         | Eva Muro                              |
| <b>Contractor Representative</b>          |                                       |
| <b>Telephone Number</b>                   |                                       |
| <b>Contract Term</b>                      | February 15, 2020 – February 14, 2023 |
| <b>Original Contract Amount</b>           | \$17.25 per hour                      |
| <b>Amendment Amount</b>                   |                                       |
| <b>Total Contract Amount</b>              |                                       |
| <b>Cost Center</b>                        | 4980002240                            |

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the County of San Bernardino, 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**, Contractor has the skills and knowledge necessary to provide Office Specialist services for the IHSS PA;

**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 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. Review and audit accounting documents such as invoices, requisitions, purchase orders, bills, warrants, claims and other documents for arithmetical accuracy, completeness, and adherence to county policies and procedures, agreements and contractual requirements; verify total and availability of funds before processing.
- B. Perform a variety of audit and fiscal functions related to benefits, such as determining actual premiums collected against premiums due; collect payments; post transactions; calculate and recommend claims for payments.
- C. Counsel, advise, assist, and explain complex policies, procedures, practices, and local, state, and federal regulations to employees, clients, candidates, voters and the general public.
- D. Research and respond to problems and complaints outside or within the agency.
- E. Administer disbursement of benefits, services by considering options, consult alternative sources and determine payments, billings, fees, repayment amounts and processing transactions based on varying conditions; compare, interpret and contrast options.
- F. Collect, distribute and allocate funds to correct accounts. Maintain appropriation and revenue records; prepare journal vouchers and budget transfers; review account; reconcile statement of expenses, revenues, trial balance statements, tax and trust fund accounts, general fund, petty cash fund and department funds; reconcile balance sheet to general ledger.
- G. Maintain information for and/or prepare monthly, quarterly and/or annual fiscal and statistical reports; perform research to resolve errors or identify discrepancies. Prepare reports on the status of accounts, contracts, grants, fee receipts, entitlements and reimbursed programs, accounts receivable, accounts payable and trust accounts.
- H. Contact, collect and respond to outside sources to obtain and/or verify information, which may influence action.
- I. Prepare and maintain a wide variety of detailed documents, reports, minutes, case histories, financial, medical and legal records.
- J. Compare, interpret and contrast options; act as an advocate in resolving problems; ascertain the nature of the problem and review the determination to ensure compliance with contracts or documents; explain outcome of the problem resolution process.
- K. Determine and obtain any additional information required; recommend approval/denial of the qualifying event based on supporting documents.
- L. Prepare and maintain a variety of statistical reports and records; create worksheets to track required data; compile and prepare periodic and special reports.
- M. Perform special projects and other duties as assigned.
- N. Provide backup, vacation coverage and temporary relief as required.
- 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 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 February 15, 2020 and shall remain in effect through February 14, 2023, 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 \$17.25 per hour, which is equivalent to Step 2 of Range 35 of the current salary schedule for employees in the Clerical Unit. Contractor shall not exceed forty (40) hours per workweek 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.

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

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

#### B. OVERTIME

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the Executive Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (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 Contract.

#### C. LEAVE PROVISIONS

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

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

D. MEDICAL EMERGENCY LEAVE

IHSS PA Contract Employees who have one (1) year of continuous service with the County are eligible to receive and/or donate leave time in the same manner and amounts for employees in the Clerical Unit and subject to the procedures established by the Human Resources Employee Benefits Division.

E. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical plan premiums charged to Contractor pursuant to the terms and conditions for employees in the Clerical Unit.

F. VISION CARE INSURANCE

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

G. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the Clerical Unit. County-paid life insurance will become effective and continue for each pay period in which Contractor is paid for 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 Clerical Unit.

I. EXPENSE REIMBURSEMENT

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

J. RETIREMENT PLAN

If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County's general employee retirement system 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 Clerical Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Refer to Item P in this section for processing of unused Sick Leave balances upon termination of this Contract.

L. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan, per the Plan Document. Contractor shall not receive County match contributions with respect to participation in such plan.

M. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

Contractor shall be eligible to participate in the County's DCAP and FSA Plans in the same manner as employees in the Clerical Unit and per the plan documents. Contractor shall not receive any County match 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 Clerical Unit.

P. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as employees in the Clerical Unit, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick Leave shall be forfeited.

Contractor to Regular County Employment

In the event this Contract is terminated because Contractor is appointed to a regular County position without a break in service, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular County position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over shall be distributed as outlined in "Contractor Separated from County Service" above.

Contractor to New Contract Position

In the event the Contractor accepts another Contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service" above.

Q. 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.

R. 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 percent (.5%) from a minimum of two and one-half percent (2.5%), up to a maximum of seven and one-half percent (7.5%). 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.

S. 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 (1.5) 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 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 (7.5%) 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 forty (40) hours per workweek without prior approval from the Executive Director, or his/her designee. The Executive Director shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor's actual time worked does not exceed forty (40) hours within any given work period.

### **B. CLASSIFICATION**

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and IHSS PA's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

### **C. WORKERS' COMPENSATION AND LIABILITY COVERAGES**

Contractor shall be covered by the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County's Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

### **D. USE OF PRIVATE VEHICLE**

If the services to be performed under this Contract require Contractor to drive a vehicle, Contractor must possess a valid California driver'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.

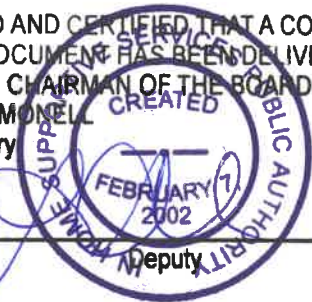
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

▶ *Curt Hagman*  
 Curt Hagman, Chairman, Board of Directors

Dated FEB 11 2020

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

By *[Signature]*  
 Deputy



COUNTY OF SAN BERNARDINO

▶ *Curt Hagman*  
 Curt Hagman, Chairman, Board of Supervisors

Dated: FEB 11 2020

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  
 of the County of San Bernardino

By *[Signature]*  
 Deputy



By ▶ *Eva Muro*  
 (Authorized signature - sign in blue ink)

Name Eva Muro  
 (Print or type name of person signing contract)

Title Office Specialist  
 (Print or Type)

Dated: 1-29-2020

Address Address on file

Approved as to Legal Form

▶ *Cynthia O'Neill*  
 Cynthia O'Neill, Supervising Deputy County Counsel

Date 1/29/20

Reviewed by Contract Compliance

▶ *Jennifer Mulhall-Daudel*  
 Jennifer Mulhall-Daudel, Contracts Unit

Date 1/29/2020

Presented to BOS for Signature

▶ *CaSonya Thomas*  
 CaSonya Thomas, Assistant Executive Officer for Human Services

Date 1/31/2020