



Contract Number

SAP Number

Inland Counties Emergency Medical Agency

Department Contract Representative	<u>Thomas G. Lynch</u>
Telephone Number	<u>(909) 388-5823</u>
Contractor	<u>Loreen Gutierrez</u>
Contractor Representative	<u>On File</u>
Telephone Number	<u>On File</u>
Contract Term	<u></u>
Original Contract Amount	<u></u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>1110002686</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County and ICEMA desire to obtain the services of a CONTRACTOR on the terms and conditions set forth in this Contract; and

WHEREAS, CONTRACTOR has the skills and knowledge to provide services for ICEMA; and

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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1. TERM

This Contract shall be effective July 1, 2021, and shall remain in effect through June 30, 2024. Subject to the termination provisions below, the Emergency Medical Services (EMS) Administrator of ICEMA is authorized to execute amendments to the Contract to extend the term of this Contract 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, the EMS Administrator of ICEMA who shall have the full authority and discretion to exercise County rights under this Paragraph.

2. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall be employed as a Specialty Care Coordinator for ICEMA. CONTRACTOR shall work cooperatively with the staff of ICEMA under the direction of the EMS Administrator, or designee, performing a broad range of responsibilities, including, but not limited to, the following:

- A. Identifies and analyzes personnel and training needs for all EMS categories including Advanced Life Support and Basic Life Support.
- B. Reviews, evaluates, and approves EMS training and continuing education programs by hospitals, schools and other agencies to ensure that curriculum and course content comply with mandates and meet County and State standards; develops and administers courses and tests for EMS field personnel.
- C. Maintains a management information system to assist in collection, analysis and reporting of data on the field performance of Basic and Advanced Life Support personnel and on patient outcomes; identifies problem areas by compiling, analyzing and summarizing information from incident reports and hospital morbidity reports.
- D. Maintains confidential records and documents associated with incident reports and investigations; ensures confidentiality when required.
- E. Assists in developing standards for triage, treatment and transportation of patients requiring emergency medical care; monitors performance of EMS field personnel to ensure adherence to authorized standards of practice and to identify training needs.
- F. Participates in on-site visits to hospitals and EMS providers to audit staffing requirements, patient care documentation procedures and special equipment required.
- G. Provides staff support to advisory committees and task forces by researching, compiling and summarizing information, preparing reports and drafts of new or modified policies, procedures and protocols.
- H. Attends and represents the department at State, regional, and local meetings.
- I. Promotes effective working relationships with EMS providers, hospitals, clinical professionals and EMS field personnel to ensure understanding and cooperation.
- J. Provides technical guidance and consultation to EMS field personnel and EMS providers.
- K. Interprets State regulations and development/implementation of policies, procedures and protocols to reflect State guidelines.

- L. Conducts analysis of complex EMS issues and apply regulations, policies and contracts.
- M. Other duties as assigned.

3. 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/ICEMA 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/ICEMA employment.

4. 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.

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$50.00 per hour not to exceed 40 hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive an approximate 2.5% step increase after each completion of 2,080 service hours upon approval of the appointing authority, up to a maximum of \$57.98, based on a meets standards work performance evaluation. Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section 1 of this Contract.

B. OVERTIME

Overtime is defined as all hours actually worked in excess of forty (40) hours during a work week. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If CONTRACTOR is authorized by the EMS Administrator, or designee, to work overtime, CONTRACTOR shall be eligible to receive overtime compensation at the one and on half (1½) times 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. MEDICAL AND DENTAL COVERAGE

CONTRACTOR must enroll in a medical and dental plan offered by the County, unless enrolled in a comparable employer-sponsored coverage. If eligible, CONTRACTOR shall receive the Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to CONTRACTOR. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee's Retirement Association. The applicable MPS shall be paid directly to the provider of the County - sponsored medical plan in which the eligible employee has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost).

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$102.02	\$204.03
Employee + 1	\$175.86	\$351.71
Employee +2	\$248.84	\$497.68

If enrolled in a County-sponsored medical plan and all other Plan eligibility requirements are met, CONTRACTOR shall receive a Dental Premium Subsidy (DPS) in an amount up to \$9.46 per pay period.

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$4.73	\$9.46
Employee + 1		
Employee +2		

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

To be eligible for the MPS and DPS, CONTRACTOR must be scheduled for a minimum of eighty (80) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours in a pay period.

CONTRACTOR shall not receive Benefit Plan contributions if CONTRACTOR chooses to "opt-out" or "waive" from the County sponsored medical and/or dental plans. Subject to carrier requirements, the County shall pay the premiums for vision care insurance for CONTRACTOR (employee-only coverage) if CONTRACTOR is scheduled and receives pay for at least forty-one (41) hours per pay period.

D. LEAVE PROVISIONS

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

Refer to Item O in this section for processing of leave balances upon termination of this Contract.

E. 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 Professional Services Unit.

County-paid life insurance will become effective and continue for each pay period in which the CONTRACTOR is paid for one half plus one of their regularly scheduled 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.

F. 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 Professional Services Unit.

G. EXPENSE REIMBURSEMENT

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

H. RETIREMENT PLAN

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 California Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employee's Retirement Association.

I. 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 Professional Services Unit, provided the CONTRACTOR meets the eligibility requirements (e.g., years of service, etc.) for participation. CONTRACTOR shall not receive County contributions to the Trust.

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

J. DEFERRED COMPENSATION

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.

K. 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 per the plan documents. CONTRACTOR shall not receive any County match contributions with respect to participation in either plan.

L. LEGALLY REQUIRED BENEFITS

CONTRACTOR shall receive all benefits as required by law when eligible (e.g., FMLA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, CONTRACTOR shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

M. SHORT TERM DISABILITY

CONTRACTOR shall be eligible to receive the same Short Term Disability insurance benefits as offered to employees in the Professional Services Unit.

N. BENEFITS UPON TERMINATION OF CONTRACT

CONTRACTOR Separated from County Service

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

CONTRACTOR to Regular County Employment

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

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

CONTRACTOR to New Contract Position

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

O. 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.

5. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

CONTRACTOR's standard tour of duty (regularly scheduled work week) shall be established by the EMS Administrator of ICEMA, or his/her designee. The EMS Administrator of ICEMA, 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 40 hours per work week without prior approval from the EMS Administrator of ICEMA, or his/her designee. The EMS Administrator of ICEMA 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 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 ICEMA'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 1 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 a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness. 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.

6. CONCLUSION

This Contract, consisting of 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 WITNESS THEREOF, ICEMA and CONTRACTOR have each caused this CONTRACT to be subscribed by its respective duly authorized officers, on its behalf.

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

►

Curt Hagman, Chairman, Board of Directors

Dated: _____

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

Lynna Monell, Secretary

By _____
Deputy

LOREEN GUTIERREZ

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

By ► _____
(Authorized signature - sign in blue ink)

Name Loreen Gutierrez
(Print or type name of person signing contract)

Title Specialty Care Coordinator
(Print or Type)

Dated: _____

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Cynthia O'Neill, Principal Assistant County
Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►
Thomas G. Lynch, EMS Administrator

Date _____