



Contract Number

SAP Number

Department of Behavioral Health

Department Contract Representative	<u>Paul Lindenberg</u>
Telephone Number	<u>909-386- 8264</u>
Contractor	<u>Christopher Bailey</u>
Contractor Representative	<u></u>
Telephone Number	<u>Telephone number is on file</u>
Contract Term	<u>August 31, 2019 through June 30, 2022</u>
Original Contract Amount	<u>\$25.49 per hour</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$25.49 per hour</u>
Cost Center	<u>1018271000</u>

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the County desires to obtain the services of the Contractor on the terms and conditions set forth in this Contract, and

WHEREAS, the Contractor has the skills and knowledge necessary to provide the services for the County;

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

TABLE OF CONTENTS

I.	DUTIES AND RESPONSIBILITIES OF CONTRACTOR	3
II.	CONFLICT OF INTEREST	3
III.	TERM	3
IV.	COMPENSATION OF CONTRACTOR	3
V.	GENERAL PROVISIONS RELATING TO CONTRACTOR	6
VI.	CONCLUSION.....	8

ATTACHMENT

ATTACHMENT I – Schedule A

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Program Specialist I assigned to the Department of Behavioral Health. Contractor shall work cooperatively with department staff performing a broad range of duties including but not limited to the following:

- A. Provide administrative support under the Drug Medi-Cal Organized Delivery System (DMC-ODS),
- B. Serve as lead on the Quality Improvement (QI) Plan which is required by the DMC-ODS,
- C. Work closely with the Staff Analyst II on the required Level of Care data collection required under the DMC-ODS.

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 31, 2019 and shall remain in effect until June 30, 2022, subject to the termination provisions of this Paragraph. The Assistant Executive Officer of Human Services or Deputy Executive Officer of Human Services or Director of the Department of Behavioral Health is authorized to issue a written notice to Contractor to extend the term of this Contract for a maximum of two 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 Director of the Department of Behavioral Health, or his/her designee, 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.

A. SALARY RATE

Contractor shall be compensated for services at Step 1, of Range 53 of the salary table associated with the Administrative Services Unit, currently \$25.49 per hour not to exceed 40 hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract.

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 Administrative Services Unit.

B. OVERTIME

Overtime is defined as all hours actually worked in excess of forty (40) hours during a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the appointing authority or designee to work overtime, Contractor shall be eligible to receive overtime compensation at one and one-half (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 Administrative Services Unit: Sick Leave, Bereavement, Vacation, Holiday Leave, Compulsory, Jury Duty and Blood Donations. Refer to Item O in this Section for processing of leave balances upon termination of this Contract.

D. 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 and CONTRACTOR shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical and dental plan premiums charged to CONTRACTOR pursuant to terms and conditions for employees in the Administrative Services Unit, except Contractor shall not receive Flex Dollars if Contractor chooses to "opt-out" or "waive" from the County sponsored health plans.

E. VISION CARE INSURANCE

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.

F. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as Administrative Services Unit employees. County paid life insurance will become effective and shall continue for each pay period in which Contractor is paid for one-half plus one of scheduled hours. For pay periods in which Contractor did not meet the paid hour requirement, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

G. 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 Administrative Services Unit.

H. EXPENSE REIMBURSEMENT

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

I. 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 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.

J. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457 (b) Salary Savings Plan as per the Plan document. Contractor shall not receive County match contribution with respect to participation in such Plan.

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

Contractor shall be eligible to participate in the County's DCAP and FSA Plans in the same manner as employees in the Administrative Services Unit and 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 (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 Short-Term Disability insurance benefits in the same manner as offered to employees in the Administrative 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. 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 position without a break in service, 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 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 will 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 be distributed as outlined in "Contractor Separated from County Service," above.

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

The tour of duty represents the time that Contractor is regularly scheduled to work. Contractor's standard tour of duty shall be established by the appointing authority, or his/her designee. The appointing authority, 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 appointing authority, or his/her designee. The appointing authority, or his/her designee, shall have the right to direct Contractor to take such time off as is necessary to insure that Contractor's actual time worked does not exceed 40 hours within any given work week.

B. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified 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 Department's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

C. WORKER'S 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 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 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 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 Contractor's 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 Contractor's office or position, as defined in Section 53243.4.

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VI. CONCLUSION

This contract, consisting of eight (8) pages and Attachment I, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions and benefits.

COUNTY OF SAN BERNARDINO

▶

 Curt Hagman, Chairman, Board of Supervisors

Dated: _____
 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 _____
 Deputy

Christopher Bailey

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

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

Name _____
 (Print or type name of person signing contract)

Title _____ Program Specialist I
 (Print or Type)

Dated: _____

Address _____ On File

FOR COUNTY USE ONLY

Approved as to Legal Form
 ▶
 Ken Hardy, Deputy County Counsel
 Date _____

Reviewed for Contract Compliance
 ▶
 Natalie Kessee, Contracts Manager
 Date _____

Reviewed/Approved by Department
 ▶
 Veronica Kelley, Director
 Date _____

**SCHEDULE A
PLANNING ESTIMATE
SAN BERNARDINO COUNTY EMPLOYEE
DEPARTMENT OF BEHAVIORAL HEALTH
FY2019-20**

Contract Employee: Christopher Bailey

ATTACHMENT I

Title: Cont Program Specialist I

Contract Period: August 31, 2019 - June 30, 2020

FY	Hourly Rate	Hours per Pay Period	Number of Pay Periods	Estimated Bi-Weekly Salary (Per Period)	Estimated Annual Salary	Estimated Benefits & Employer Paid Taxes	Estimated Contract Value
19/20	\$ 25.49	80	22	\$ 2,039.20	\$ 44,862.40	\$ 19,290.83	\$ 64,153.23
	Estimated Annual Hours	2080					\$ 64,153.23

**SCHEDULE A
PLANNING ESTIMATE
SAN BERNARDINO COUNTY EMPLOYEE
DEPARTMENT OF BEHAVIORAL HEALTH
FY2020-21**

Contract Employee: Christopher Bailey

ATTACHMENT I

Title: Cont Program Specialist I

Contract Period: July 1, 2020 - June 30, 2021

FY	Hourly Rate	Hours per Pay Period	Number of Pay Periods	Estimated Bi-Weekly Salary (Per Period)	Estimated Annual Salary	Estimated Benefits & Employer Paid Taxes	Estimated Contract Value
20/21	\$ 25.49	80	4	\$ 2,039.20	\$ 8,156.80	\$ 3,507.42	\$ 11,664.22
20/21	\$ 26.13	80	22	\$ 2,090.18	\$ 45,983.96	\$ 19,773.10	\$ 65,757.06
	Estimated Annual Hours	2080					\$ 77,421.29

**SCHEDULE A
PLANNING ESTIMATE
SAN BERNARDINO COUNTY EMPLOYEE
DEPARTMENT OF BEHAVIORAL HEALTH
FY2021-22**

Contract Employee: Christopher Bailey

ATTACHMENT I

Title: Cont Program Specialist I

Contract Period: July 1, 2021 - June 30, 2022

FY	Hourly Rate	Hours per Pay Period	Number of Pay Periods	Estimated Bi-Weekly Salary (Per Period)	Estimated Annual Salary	Estimated Benefits & Employer Paid Taxes	Estimated Contract Value
21/22	\$ 26.13	80	4	\$ 2,090.18	\$ 8,360.72	\$ 3,595.11	\$ 11,955.83
21/22	\$ 26.78	80	22	\$ 2,142.43	\$ 47,133.56	\$ 20,267.43	\$ 67,400.99
	Estimated Annual Hours	2080					\$ 79,356.82