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**Contract Number**

**SAP Number**

## Department of Aging and Adult Services

<b>Department Contract Representative</b>	Jennifer Edge-Ballantine
<b>Telephone Number</b>	(909) 798-8500
<b>Contractor</b>	
<b>Telephone Number</b>	
<b>Contract Term</b>	
<b>Original Contract Amount</b>	\$27.42 per hour
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	
<b>Cost Center</b>	5290001036

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the County of San Bernardino, hereinafter called the County, desires 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 **DAAS Program Supervisor** services for the County; and

**WHEREAS**, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

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

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## **I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

Contractor shall be employed as a DAAS Program Supervisor, under the working title of Local Ombudsman Program Coordinator, with the Department of Aging and Adult Services (DAAS). Under administrative direction, the DAAS Program Supervisor has primary responsibility for the overall management and day-to-day operations of the Long-Term Care Ombudsman Program, including supervision of all paid staff and volunteers. Contractor shall perform a broad range of duties, including, but not limited to, the following:

- A. Administer services for an assigned program or group of programs through follow up with program staff working in the field or through field visits or service sites.
- B. Interact with service recipients, volunteers, social service staff and other agencies; assure services are being delivered pursuant to program guidelines; resolve program problems and complaints.
- C. Review service delivery by employees, volunteers or program participants; evaluate performance; train field coordinators on the policies, procedures, and legal guidelines governing the provision of services.
- D. Interpret laws, policies, regulations, and procedures; recommend changes to program procedures pursuant to legal requirements.
- E. Represent the department on advisory committees, community action groups, and councils.
- F. Resolve program issues through liaison with the appropriate state and local agencies.
- G. Compile data and prepare reports and correspondence.
- H. Make presentations regarding program goals and objectives to a variety of community groups and organizations.
- I. Recruit volunteers and provide training for support of program services.
- J. Develop and implement new or revised policies and procedures.
- K. Review, analyze, and prepare interpretation of new legislation affecting the assigned programs.
- L. Provide technical assistance to other department staff regarding the policies, procedures, and objectives of programs.
- M. Contractor shall be placed on CRISISline duty as determined by the Appointing Authority or designee under the following guidelines:
  - 1. CRISISline duty requires the Contractor to be responsible for twenty-four (24) hour availability to the state CRISISline. Contractor shall follow Section 302.10 of the Program Guide in responding to calls received.
  - 2. When assigned to CRISISline duty, the Contractor shall provide a telephone number where they can be reached and wear a communicating device. Contractor understands that this Contract information will be provided to the State CRISISline.
  - 3. If the Contractor is required to return to work outside of regular hours (i.e. after hours, weekends, holidays, etc.), the Contractor shall be compensated their regular rate for hours worked in the same manner as employees in the Teamsters Supervisory Unit in Accordance with Teamsters MOU, Return to Work Article, Section 2 – On-Call Compensation and, if applicable, the Overtime Article.
- N. Provide vacation and temporary relief as required.
- O. Travel throughout the County as required.
- P. Perform 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 \_\_\_\_\_ and shall remain in effect through November 20, 2021, subject to the termination provisions below. The Director of DAAS is authorized to execute amendments to extend the term of this Contract for a maximum of two (2) 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 \$27.42 per hour. Contractor shall not exceed eighty (80) hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. Additional salary adjustments shall be effective only upon execution of a written amendment to 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.

The Director of Aging and Adult Services Department shall have discretion in initiating a one-time salary increase of up to 5%, based on the availability of funding.

#### **B. OVERTIME**

Overtime shall be defined as all hours actually worked in excess of eighty (80) hours per 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: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, Vacation, Administrative Leave, and Annual Leave.

Refer to Item P 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. 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 Contractor 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). Contractor shall receive the following MPS amounts, per pay period, as applicable:

Coverage type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$97.45	\$194.90
Employee + 1	\$167.28	\$334.57
Employee + 2	\$236.72	\$473.43

If enrolled in a County-sponsored medical plan and all other Plan eligibility requirements are met, Contractor shall receive a Dental Premium Subsidy (DPS) amount, per pay period, as applicable:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only		
Employee + 1	\$4.73	Up to \$9.46
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 forty (40) hours per pay period and have received pay for at least one-half plus one hour of schedule hours in a pay period.

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 in a paid status and is scheduled 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 employees in the Supervisory Unit. County-paid life insurance will become effective the first pay period in which Contractor is in a paid status and shall continue for each pay period Contractor is in a paid status. 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.

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 Supervisory Unit.

H. EXPENSE REIMBURSEMENT

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

I. 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.

J. 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 P in this section for processing of unused Sick Leave balances upon termination of this Contract.

K. 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.

L. 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.

M. 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.

N. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Supervisory Unit.

O. 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, and leave accrual rates. Thus Contractor's rate for 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, 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.

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 Supervisory Unit, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick Leave shall be forfeited. Unused Annual 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.

### **V. GENERAL PROVISIONS RELATING TO CONTRACTOR**

#### **A. TOUR OF DUTY**

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the Appointing Authority (AA), Assistant Executive Officer (AEO), or his/her designee. The AA, AEO, 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 workweek without prior approval from the AA, AEO, or his/her designee. The AA, AEO, or his/her designee 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 the 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. CERTIFICATION REQUIREMENT**

Contractor shall complete the 36-hour Ombudsman Certification Course and obtain certification as a State Long-Term Care Ombudsman within the first six (6) months of hiring date. Failure to obtain and maintain appropriate certification may be grounds for immediate termination of Contract.

D. 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.

E. 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.

F. 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.

G. 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.

H. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.



## VI. CONCLUSION

- A. This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractors rights and obligations of the parties, including all covenants, conditions, and benefits.
- B. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

COUNTY OF SAN BERNARDINO



Sharon Nevins, Director, Department of Aging and Adult Services

Dated: \_\_\_\_\_

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title Local Ombudsman Program Coordinator  
(Print or Type)

Dated: \_\_\_\_\_

Address Address on file