



County of San Bernardino

**FAS
STANDARD CONTRACT**

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code			Dept.	Contract Number	
<input type="checkbox"/> Change				SC	A	
<input type="checkbox"/> Cancel						
County Department Human Services				Dept.	Orgn.	Contractor's License No.
County Department Contract Representative Sal Curasi				Telephone (909) 388-0202		Total Contract Amount \$26.08/hour
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: EMPLOYMENT CONTRACT						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date September 22, 2012		Contract End Date		Original Amount \$26.08/hour
Amendment Amount						
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
RRC	903	ADMI	100	1010		\$26.08/hour
Project Name Children and Families Commission Staff Analyst II				Estimated Payment Total by Fiscal Year		
				FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Children and Families Commission, hereinafter called the County, and

Name Christopher Espinoza hereinafter called Contractor

Address Address on file

Telephone _____ Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

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

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

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

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

TABLE OF CONTENTS

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR..... 3

II. CONFLICT OF INTEREST 4

III. TERM..... 4

IV. COMPENSATION OF CONTRACTOR..... 4

V. GENERAL PROVISIONS RELATING TO CONTRACTOR..... 7

VI. REIMBURSEMENT AND INDEMNIFICATION 8

VII. CONCLUSION..... 9

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Staff Analyst II with the Children and Families Commission (Commission). Contractor shall work cooperatively with the staff of the Commission under the direction of the Operations Manager, performing a broad range of responsibilities including, but not limited to the following:

- A. Plan, coordinate, and complete program activities directly supporting the program's purpose and mission, in accordance with the strategic plan and Commission guidance.
- B. Exercise sound judgment in problem solving and decision making; provide recommendations for program improvements and enhancements.
- C. Serve as principal contact to assigned contracted service agencies; conduct procurements, contract negotiations and preparations, and program performance and compliance monitoring; provide technical assistance; serve as program's representative for designated geographic area(s).
- D. Serve as technical assistant and subject matter resource for child health, child development, family functioning, system integration, community engagement, and/or related areas; provide, either directly or through other resources, information and assistance about subject area; participate in projects related to subject area as representative of the program.
- E. Either independently or as a member of staff team, conduct procurements, contract/agreement negotiations and preparations and administrative performance and compliance reviews; verify and report on adherence to internal and mandated policies and procedures relating to contracted service agencies and program performance; monitor and report on the timely completion of contract and program requirements.
- F. Participate in the development and implementation of goals, objectives, and strategies for engaging the community; develop and sustain effective relationships with community-based organizations, public agencies, community leaders, and other Commission stakeholders.
- G. Provide input and support in the dissemination of news and information to the press, radio, television, and the Internet through written releases, personal interviews, and press conferences; act as liaison between the Commission and media.
- H. Prepare written and oral reports on performance and results of Commission program efforts; ensure timely distribution of information to Commission management; Commissioners, and the community.
- I. Represent Commission at various governmental and community meetings.
- J. Provide presentations on program and services provided; explain program goals and objectives on an individual or group basis for informational and/or coordination purposes.
- K. Assist in the promotion of partnership meetings within service areas to provide for the mutual gathering and sharing of information, strategic planning, community asset and needs assessments, collaboration, leveraging of resources, program enhancements, and joint operations.
- L. Resolve issues and problems and facilitate appropriate solutions, either directly or in coordination with other agencies.
- M. Conduct negotiations; prepare contracts; memorandums of understanding and other agreements to provide required services; prepare amendments; coordinate reviews and approvals.
- N. Develop contract monitoring procedures and forms; conduct monitoring of contracts and other agreements for compliance with contract provisions; conducts site visits; monitor actual program performance in relation to projected performance to ensure that program objectives are met; develop and monitor implementation of corrective actions as required.
- O. Assist contracted agencies in developing evaluation methodologies, including tools, to measure outcomes.

- P. Analyze program, participants, and other information; prepare reports, briefings, summaries, documents, agenda items, and correspondence in a complete, concise, and accurate manner; present reports and briefings in both written and verbal manner to the Commission and public at large.
- Q. Prepare and maintain records, files, and data, both electronically and non-electronically.
- R. Organize, coordinate, and complete assigned special projects.
- S. Provide program related status and other informative reports to management and appropriate staff and agencies in a timely and accurate manner.
- T. May supervise a small staff; assigns and evaluates their work.
- U. Perform other special projects and duties as assigned.
- V. Provide vacation coverage and temporary relief as required.
- W. Travels throughout the County and State 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 September 22, 2012, and shall remain in effect for one year and shall be automatically renewed for one-year periods subject to the termination provisions of this Paragraph. 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 or the Children and Families Commission. Contractor shall serve at the pleasure of the County and the Executive Director, 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 only receive 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 \$26.08 per hour, not to exceed 40 hours per work week. Contractor shall be evaluated and will be eligible to receive a 2.5% step increase after 2080 service hours based on a meets standards work performance. Thereafter, Contractor shall be eligible to receive a 2.5% step advancement on the first day of the pay period following the pay period in which the employee completes 2080 service hours, up to a maximum of \$33.28 per hour, based on a meets standards work performance. 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 of this contract under Section III.

B. OVERTIME

Overtime is defined as all hours actually worked in excess of forty (40) hours a work period. If Contractor is authorized by Executive Director, or designee, to work overtime, Contractor shall be eligible to receive Overtime compensation at one and one half (1-1/2) 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 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 Administrative Services Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick and Vacation.

Refer to Item L in this section for processing of leave balances upon termination of contract.

D. BENEFIT PLAN

Contractor must enroll in a health and dental plan offered by the County, unless enrolled in a comparable group health plan. Contractor shall receive the Medical Premium Subsidy (MPS) to offset the cost of health 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 health plan in which the eligible employee has enrolled. In no case shall the MPS exceed the total cost of the health insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost). The MPS amounts are as follows: \$166.89 per pay period for "employee only" coverage; \$297.31 per pay period for "employee + 1," coverage, and \$407.43 per pay period for "employee + 2" coverage.

Contractor shall receive a Dental Premium Subsidy (DPS) in an amount up to \$9.46 per pay period. 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 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 health plans.

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee-only coverage).

E. 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. Life insurance will become effective on the first day of the pay period following the Contractor's first pay period in which the Contractor is paid for one half plus one of their scheduled hours.

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.

F. EXPENSE REIMBURSEMENT

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

G. 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.

H. 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 Administrative 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.

Please see Item L in this section for processing of unused sick leave balances upon termination of this contract.

I. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan as per the plan document, except that Contractor shall not receive County match contributions to the Plan.

J. 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.

K. SHORT TERM DISABILITY

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

L. 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 Administrative Services Unit if eligibility requirements are met. If the eligibility requirements as stated in item H, above, are not met, all 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 separation from County employment, the employee 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 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

Contractor's standard tour of duty (regularly scheduled work week) 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 40 hours per work week without prior approval from the Executive Director, or his/her designee.

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

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 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. The County may require Contractor to use a county vehicle.

Contractor agrees to allow 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.

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.

F. DIRECT DEPOSIT

Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.

VI. REIMBURSEMENT AND INDEMNIFICATION

- A. The Commission agrees to reimburse the County for total compensation cost of the employee.
- B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County's provision of the contracted personnel to the Commission.

CONCLUSION

This contract, consisting of nine (9) 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.

COUNTY OF SAN BERNARDINO

►

Josie Gonzales, Chair, Board of Supervisors

Dated: _____

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

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino.

By: _____
Deputy

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

By ►

(Authorized signature – sign in blue ink)

Name Christopher Espinoza

(Print or type name of person signing contract)

Title: Analyst II

(Print or Type)

Dated: _____

Address: Address on file

Approved as to Legal Form

►
Kenneth Hardy, Deputy County Counsel

Date _____

Reviewed by Contract Compliance

►
Lory Klopfer, HS Contracts Unit

Date _____

Presented to BOS for Signature

►
Linda Haugan, Assistant Executive Officer for Human Services

Date _____