



**FOR COUNTY USE ONLY**

County of San Bernardino  
**F A S**  
**STANDARD CONTRACT**

<input checked="" type="checkbox"/> New	FAS Vendor Code		<b>SC</b>	Dept.	<b>A</b>	Contract Number	
<input type="checkbox"/> Change							
<input type="checkbox"/> Cancel							
ePro Vendor Number N/A				ePro Contract Number N/A			
County Department Human Services			Dept.	Orgn.	Contractor's License No.		
County Department Contract Representative Sal Curasi				Telephone (909) 388-0202		Total Contract Amount \$36.74/hour	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date July 28, 2012		Contract End Date		Original Amount \$36.74/hour	Amendment Amount
Fund RRC	Dept. 903	Organization ADMI	Appr. 100	Obj/Rev Source 1010	GRC/PROJ/JOB No 75099108	Amount \$36.74	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$	
Project Name Children and Families Commission Supervisor			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
			_____	_____	_____	_____	_____
			_____	_____	_____	_____	_____

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

Name  
 Mary Jaquish \_\_\_\_\_ hereinafter called \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 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:

<i>Auditor-Controller/Treasurer Tax Collector Use Only</i>	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

## TABLE OF CONTENTS

	<u>Page</u>
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 Children and Families Commission Supervisor with the Commission. Contractor shall work cooperatively with the staff of Children and Families Commission under the direction of the Executive Director, performing a broad range of duties including but not limited to:

- A. Assist in the development and implementation of goals, objectives and strategies for engaging partners and the community; develop and manage effective relationships with contracted partners, community-based organizations, public agencies, community leaders and other stakeholders.
- B. Coordinate with management, contracted agencies, technical resources and other organizations and individuals as required to maximize effectiveness, efficiency and integration of program and community engagement services.
- C. Disseminate, explain and provide guidance to internal and contracted service agency staff on operational, program and community engagement related matters; provide direction and technical assistance.
- D. Supervise the development and implementation of strategic and supporting plans; review related actions occurring on state and local levels; oversee the analysis and interpretation of applicable legislation and regulations, and determine impact.
- E. Analyze current or pending legislation, regulations, and other directives; determine impact on current procedures and operations; develop, recommend and coordinate changes and improvements to policies, procedures and processes.
- F. Resolve issues and problems and effect appropriate solutions, either directly or in coordination with other agencies; advise staff and affected agencies of same; make recommendations for improvement of resolution procedures and program satisfaction, as required.
- G. Plan, coordinate and conduct activities relating to evaluation of program and community engagement effectiveness and impact; manage internal and external resources performing evaluation functions; ascertain and promote best practices; analyze results and impact of services provided in relation to identified indicators; provide and implement enhancements to increase overall quality of services; provide technical assistance on evaluation and community engagement activity issues.
- H. Supervise and assist assigned staff; participate in selection of staff; provide and/or coordinate for in-service training and development.
- I. Establish work standards and operational objectives in assigned area of responsibility; plan, assign and supervise the work activities of staff performing planning, procurement, negotiations, monitoring, evaluation, reporting, dissemination of news and information and other functions; verify completeness, accuracy, and timeliness; evaluate, counsel and recognize staff on work performance.
- J. Conduct and direct comprehensive research, analytical studies and special projects; prepare written and oral reports on performance and results; ensure timely distribution of information to management and other parties.
- K. Promote the availability of supported literature and other resources that represent current and progressive concepts; provide demographic and program related statistical information to requesting agencies; oversee access to database of private, state and federal funding opportunities.
- L. Represent department at various governmental and community meetings; make presentations on program and services provided; explain program rules and goals on an individual or group basis for informational and/or coordination purposes.

- M. Promote and oversee 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.
- N. Perform other special projects and duties as assigned.
- O. Provide vacation coverage and temporary relief as required.
- P. 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 July 28, 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. Contractor shall serve at the pleasure of the appointing authority, the Assistant County Executive Officer for Human Services, 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 a rate of \$36.74 per hour not to exceed 40 hours per work week. Upon approval of the Executive Director, Contractor shall be eligible to receive an approximate 2.5% step advancement at the beginning of each pay period following the pay period in which the employee completes 2080 service hours based on meets standards work performance. Contractor's hourly rate of pay shall not exceed \$37.61 per hour. 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

If Contractor is authorized by Executive Director 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 off accumulated in excess of eighty (80) hours, or immediately prior to termination of this contract.

C. LEAVE PROVISIONS

Contractor shall receive: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation Leave Provisions in the same manner and amount as employees in the Supervisory Unit.

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

Contractor shall receive vision care insurance benefits in the same manner as an employee in the Supervisory Unit.

E. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as Supervisory 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 Supervisory Unit.

F. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Supervisory 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. The Contractor's hire date is the date that this Contract is effective.

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 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 M 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 contribution to the Plan.

J. 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.

K. SHORT TERM DISABILITY

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

L. SERVICE AND EFFECT ON BENEFITS

Contractor was a County Contractor 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. Contractor shall maintain and carry forward Holiday, Vacation and Sick Leave balances.

M. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County

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.

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 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 Assistant County Executive Officer for Human Services, or his/her designee. The Assistant County Executive Officer for Human Services, 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 Assistant County Executive Officer for Human Services, 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 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.

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.



**VII. 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*

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

Name Mary Jaquish  
*(Print or type name of person signing contract)*

Title Children and Families Commission Supervisor  
*(Print or Type)*

Dated \_\_\_\_\_

Address Address on file

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____ Kenneth Hardy, Deputy County Counsel	► _____ Lory Klopfer, HS Contracts Unit	► _____ Linda Haugan, Assistant Executive Officer for Human Services
Date _____	Date _____	Date _____