



Contract Number
17-854

SAP Number

Human Services

Department Contract Representative	<u>Karyn Baxter</u>
Telephone Number	<u>(909) 386-8369</u>
Contractor	<u>John Boule</u>
Contractor Representative	<u></u>
Telephone Number	<u></u>
Contract Term	<u>01/06/2018 through 01/05/2021</u>
Original Contract Amount	<u></u>
Amendment Amount	<u></u>
Total Contract Amount	<u>Initial Annual Salary: \$218,420</u>
Cost Center	<u>5016821000</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, 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 services for the County:

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 by the County of San Bernardino (County) and shall be under the administrative supervision of the Assistant Executive Officer (AEO) for Human Services (HS). However, for daily operational purposes, the Contractor shall report to and receive an annual performance review by the California Automated Consortium Eligibility System (CalACES) Chair and the AEO for HS. Contractor shall serve as the CalACES Executive Director, pursuant to the Memorandum of Understanding between CalACES and the County, effective September 1, 2017 (MOU). The Executive Director reports to the CalACES Board of Directors (Board) and is secretary to the Board. The Executive Director's key responsibilities include the following:

- A. In addition to any duties assigned by the Board, oversee all activities and all projects of CalACES.
- B. Facilitate the Board meetings, as well as the CalACES' Project Steering Committee meetings and other CalACES committees and workgroups that may be formed from time to time. The Executive Director has eleven (11) direct reports, including Project Directors and Regional Project Managers.
- C. Establish and maintain strong collaborative working relationships with the Consortia members, state and federal stakeholders and other related agencies, and project staff to effect the maintenance and enhancement of the automated welfare system.
- D. Provide staff support to facilitate the operation of various CalACES meetings and facilitate communication between CalACES County Directors, the maintenance team leaders, and working communities.
- E. Evaluate and propose opportunities for cost savings and system improvements for review by CalACES and the Project Steering Committee.
- F. Develop an annual strategic plan to reflect accomplishments and changes in needs and priorities for the CalACES system.
- G. Provide contract administration duties, related to CalACES' statewide automated systems (known as the C-IV and LRS systems), including budget management and control, work authorization and contractor billing and payments, and the evaluation of automation contractors.
- H. Oversee and monitor the migration of the CalACES member counties to a system jointly designed by all 40-member counties, including oversight of project schedule and the quality assurance contractor performance.
- I. Participate in activities associated with the planning, design and implementation of CalACES.

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 January 6, 2018 and shall remain in effect through January 5, 2021, subject to the termination provisions below. The Chief Executive Officer or AEO of HS, upon consultation with the Board, is authorized to execute amendments 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 14-day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. If the Board provides notice to the County in writing of its intention to return Contractor to the County, as described in the MOU, and no longer serve as the CalACES Executive Director, for any reason, this Contract may be terminated immediately by County. Contractor shall serve at the pleasure of the appointing authority, the County Board of Supervisors, who shall have the full authority and discretion to exercise County rights under this Paragraph, upon consultation with the CalACES Chair.

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. Any compensation and/or benefits provided for in this Contract based on compensation and/or benefits provided for in the San Bernardino County Exempt Group Working Conditions Ordinance (County Code section 13.0613) shall be adjusted in accordance with any future change to the San Bernardino County Exempt Group Working Conditions Ordinance. Any benefits provided under this Contract based on the San Bernardino County Exempt Group Working Conditions Ordinance shall be at a level for employees in Exempt Group B, unless otherwise specified in this Contract. The Contract provides for the full compensation to Contractor for the services required hereunder.

A. SALARY RATE

For and in consideration of Contractor's services, County agrees to pay Contractor, and Contractor agrees to accept an annual salary of approximately \$218,420, calculated for payroll purposes Range 107, Step 7 of the Exempt compensation salary table. Payment for such services shall be made on a bi-weekly basis on the same reporting system and payroll schedule as County exempt employees. Upon approval of the AEO of HS, after consultation with the Board, the Contractor is eligible to receive step advancements pursuant to section 13.0163(a)(1), the Salary Rates and Step Advancement article of the Exempt Group Working Conditions Ordinance.

B. OVERTIME

Contractor is in a position not covered by the Fair Labor Standards Act (FLSA) and is not eligible to receive overtime compensation under the FLSA.

C. LEAVE PROVISIONS

Contractor is eligible to receive and utilize all leaves pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance. Upon commencement of employment, Contractor's initial 80 hours of administrative leave will not be prorated.

Refer to Item Q of Section IV for processing leave balances upon termination of this Contract.

D. BENEFIT PLAN

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in a comparable group health plan and Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of health and dental plan premiums charged to

Contractor and shall have vision care insurance premiums paid by the County, pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Contractor may elect to opt out or waive coverage and receive such opt out or waive allowance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

E. LIFE INSURANCE

Contractor shall be eligible for life insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for Benefit Group B.

F. PORTABLE COMMUNICATION DEVICE ALLOWANCE

Contractor shall be eligible for a portable communication device allowance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for Benefit Group B.

G. AUTO ALLOWANCE

Contractor shall be eligible for an auto allowance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for Benefit Group B.

H. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

I. RETIREMENT PLAN

Contractor shall participate in the County's general employee retirement system, i.e., San Bernardino County Employees Retirement Association (SBCERA), during the term of this Contract pursuant to the Exempt Group Working Conditions Ordinance as modified by, and in accordance with, the applicable terms of the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.). If Contractor is first hired at age 60 or over, Contractor may choose not to become a member of the SBCERA at the time of hire, pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance. If Contractor chooses not to become a member of SBCERA, Contractor shall be enrolled in the County's 401(k) plan pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance.

J. RETIREMENT MEDICAL TRUST ("Trust")

Upon meeting eligibility requirements, Contractor shall participate in the Trust during the term of this Contract pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance meeting eligibility requirements, Contractor shall participate in the Trust during the term of this Contract pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

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 and receive any applicable County contributions to the FSA Plan pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

L. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 401(k) and 457(b) Salary Savings Plans and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

M. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law (e.g., FMLA, ACA, Military Leave, Time off for Voting, and use of 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 per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

O. LONG-TERM DISABILITY

Contractor shall be eligible to receive Long-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

P. OTHER BENEFITS

Contractor shall be eligible for the following additional benefits, based on the San Bernardino County Exempt Group Working Conditions Ordinance at a level for employees in Exempt Group B.

1. Tuition Reimbursement
2. Employee Wellness/Fitness Center Membership

Q. 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 the County's Exempt employees if eligibility requirements are met (See Section J, above). 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 separation from County employment, type and level of benefits including, but not limited to, retirement system contributions (if applicable) and health benefits shall be based upon the provisions of the San Bernardino County Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular position. Hours worked as a County contract employee shall count towards service hours for leave accrual rates.

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. Employees may only carry over leave balances that they would otherwise be eligible for in accordance with the applicable MOU or ordinance 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. Contractor may only carry over leave balances that they would otherwise be eligible for in accordance with the applicable MOU or ordinance 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. ANNUAL REVIEW

Approximately twelve (12) months after the start of this Contract and annually thereafter, Contractor, the AEO of HS, and the CalACES Chair, shall meet to review and discuss the terms and conditions of this Contract. Any mutually agreed upon changes to the terms and conditions of this Contract, mutually agreed by the County, CalACES Chair, and Contractor, will be recommended to the County Board of Supervisors as a Contract amendment at the earliest available regular meeting of the County Board of Supervisors.

B. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the appointing authority. The appointing authority may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. In the performance of his duties under this Contract, Contractor shall be required to work hours as necessary to carry out the duties specified in this Contract under the direction of the appointing authority, and such hours may be varied so long as the work requirements and efficient operation of the County are assured.

C. 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 or ordinance. 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.

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 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.

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. 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

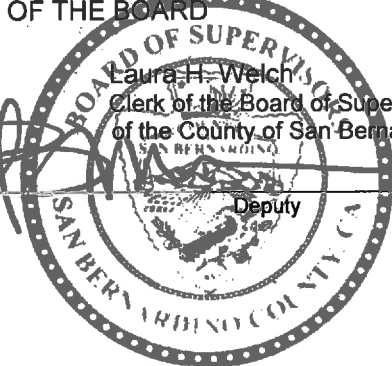
This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions, and benefits.

BOARD OF SUPERVISORS

▶ Robert A. Lovingood
 Robert A. Lovingood, Chairman, Board of Supervisors

Dated: NOV 14 2017
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By [Signature]
 Laura H. Welch
 Clerk of the Board of Supervisors
 of the County of San Bernardino
 Deputy



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

By [Signature]
 (Authorized signature - sign in blue ink)

Name John Boule
 (Print or type name of person signing contract)

Title CalACES Executive Director
 (Print or Type)

Dated: 11/8/2017

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form
 ▶ Cynthia O'Neill
 Cynthia O'Neill, Deputy County Counsel
 Date 11/13/17

Reviewed for Contract Compliance
 ▶ Jennifer Bratton
 Jennifer Mulhall-Daudel, Contracts Unit
 Date 11/13/17

Reviewed/Approved by Department
 ▶ [Signature]
 CaSonya Thomas, Assistant Executive Officer for Human Services
 Date 11/14/17