



FOR COUNTY USE ONLY

County of San Bernardino

F A S

STANDARD CONTRACT

(NON-EXEMPT)

<input checked="" type="checkbox"/> New	Vendor Code		<b>SC</b>	Dept.	<b>A</b>	Contract Number <b>10-1020</b>			
<input type="checkbox"/> Change									
<input type="checkbox"/> Cancel									
County Department <b>Human Services</b>				Dept.	Orgn.	Contractor's License No.			
County Department Contract Representative <b>Karen Tanski</b>				Telephone <b>(909) 387-2691</b>		Total Contract Amount <b>\$25.00/hour</b>			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason: <b>Employment Contract</b>									
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
			Nov. 20, 2010		\$25.00/hour				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount			
SIN	BHI	BHI	100	16004000					
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				Estimated Payment Total by Fiscal Year					
Substance Abuse				FY	Amount	I/D	FY	Amount	I/D
Case Manager									

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

Name Cynthia Munn-Haywood 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:

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

Contractor shall be employed as a Substance Abuse Case Manager (SACM) with Children and Family Services (CFS). This position will be assigned to an office/region(s) at the discretion of CFS. Contractor shall work cooperatively with the staff of CFS under the general direction of the Director, performing a broad range of duties including, but not limited to the following:

- A. Assist in planning, implementing and monitoring the Drug Court programs; assist in the development and documentation of Drug Court policies and procedures.
- B. Complete assessments for potential Drug Court participants.
- C. Make referrals to treatment providers; provide case management services.
- D. Monitor participants by conducting home visits, transporting to court for both criminal and civil hearings, and visiting treatment agencies; prepare reports to the court on the participants' progress.
- E. Refer participants for drug testing; facilitate regular meetings with the criminal justice system and treatment providers.
- F. Writing reports, documentation of services provided and participants progress, assist with research and gathering statistics.
- G. Work closely with the Drug Court Judge and team to provide services for the Dependency Drug Court participants; coordinate services with CFS, treatment providers, Probation and the court.
- H. Perform other special projects and duties as assigned.
- I. Provide vacation and temporary relief as required.
- J. Travel 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 at the beginning of the first full pay period following Board of Supervisors approval, 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 Administrator – 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 \$25.00 per hour not to exceed 40 hours per work week. Payment for services shall be made bi-weekly during the term of this contract under Section III. Contractor shall provide services on an "as needed" basis.

B. BILINGUAL COMPENSATION

If Contractor is in a position designated by the appointing authority which requires bilingual translation involving the use of English and a second language as part of their regular duties, Contractor shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Contractors in such positions must be certified as competent in translation skills by Human Resources to be eligible for compensation. Competency Certification is solely determined and administered by Human Resources. Level 1- verbal skill level is compensable at fifty dollars (\$50.00) per pay period. Level 2 – written skill level is compensable at fifty-five dollars (\$55.00) per pay period.

C. LEAVE PROVISIONS

Contractor shall receive: Holiday, Jury Duty, Sick, and Vacation in the same manner as employees in the Administrative Services Unit. Vacation leave shall be available for use the first day following the pay period in which it is earned.

D. HEALTH 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) and Dental Premium Subsidy (DPS) in the same manner as employees in the Administrative Services Unit. Contractor shall not receive Benefit Plan contributions or "opt-out" or "waive" contributions.

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

E. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner as Administrative Services Unit employees. Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner as offered by the County.

F. EXPENSE REIMBURSEMENT

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

G. RETIREMENT PLAN

Contractor shall participate in the County's retirement system during the term of this Contract and shall receive retirement system contributions in the same manner as employees in the Administrative Services Unit. The Contractor's hire date for purposes of determining eligibility for County contribution is the date that this Contract is effective.

H. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan in the same manner as employees in the Administrative Services Unit, except that Contractor shall not receive County match contributions to the Plan.

I. 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.

J. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law (e.g. FMLA, Military Leave, Medicare, and time off for voting), Such benefits shall be administered in accordance with the law.

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 Administrator for Human Services, or his/her designee. The Assistant County Administrator 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 week without prior approval from the Assistant County Administrator 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.

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. 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. BENEFITS UPON TERMINATION DUE TO REGULAR COUNTY EMPLOYMENT

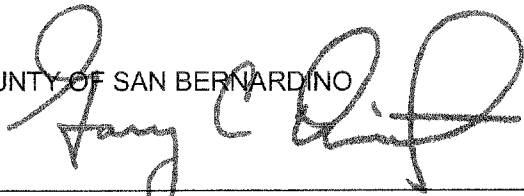
In the event this Contract is terminated because Contractor is appointed to a regular position, the employee shall be provided a new date of hire. Eligibility for all other benefits including but not limited to retirement system contributions, health benefits, leave accrual rates, and step advancements 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 shall be determined by the effective date of the most recent hiring into a regular position or as otherwise provided in the MOU or ordinance. Contractor shall be compensated for any unused leave accrual balances that are eligible to be cashed-out per the provisions of Section IV of this Contract, unless the balances are maintained and carried over at the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made.

G. DIRECT DEPOSIT

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

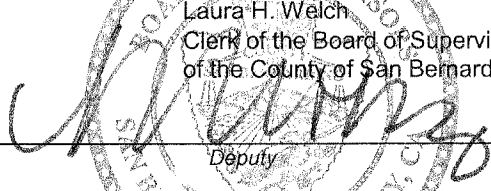
**VI. CONCLUSION**

This contract, consisting of seven (7) 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  
By   
Gary C. Ovitt, Chairman, Board of Supervisors

Dated NOV 16 2010

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

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


By   
(Authorized signature - sign in blue ink)

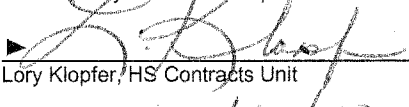
Name Cynthia Munn-Haywood  
(Print or type name of person signing contract)


Title Substance Abuse Case Manager  
(Print or Type)

Dated 10/5/10

Address Address on file

Approved as to Legal Form  
By   
Kenneth Hardy, County Counsel  
Date 11/1/10

Reviewed by Contract Compliance  
By   
Lory Klopfer, HS Contracts Unit  
Date 10/6/10

Presented to BOS for Signature  
By   
DeAnna Avey-Motikeit  
Date 10/6/10