

Agreement for Personal Services
Sonoma County In-Home Supportive Services (IHSS) Public Authority Manager

This Agreement is made this 10th day of March 2020, by and between the Sonoma County In-Home Supportive Services (IHSS) Public Authority, a public agency of the State of California (“PUBLIC AUTHORITY”) and Michael Humphrey (“EMPLOYEE”).

Witnesseth:

Whereas, the Public Authority and Michael Humphrey are desirous of entering into an agreement for personal services, as set forth below; and

Whereas, Employee acknowledges that by accepting the position of Public Authority Manager, he became an at-will employee; and

Whereas, the parties desire to continue the employment relationship and execute another contract.

Now, Therefore, Be It Agreed by and between the parties as follows:

1. Employment. The Public Authority employs Employee in the position of Public Authority Manager for a period of 3 years commencing on March 14, 2020, and ending on March 13, 2023, subject, however, to termination as provided below.

2. Tenure. Employee shall serve at the will and pleasure of the Public Authority’s Board of Directors and expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing.

3. Duties. Employee shall perform the duties of Public Authority Manager as set forth in the job specification, attached as Exhibit A, as it now provides or may be amended, and such other duties as may be prescribed by the Public Authority.

4. Compensation.

(a) Employee’s salary shall be at the “I” step of the salary range for IHSS Public Authority Manager as established in the Sonoma County Salary Resolution 95-0926, as amended.

(b) Except as otherwise provided, Employee shall be entitled to the same fringe benefits generally available to COUNTY administrative management, including the County Retirement Plan and retirement health benefits.

1. As part of paragraph 12.4 of the Salary Resolution, Employee may be reimbursed for the cost of supplemental insurance for chiropractic and acupuncture services or direct payment for chiropractic and acupuncture services.
2. Employee will receive a car allowance of \$150 per bi-weekly pay period. Employee may, in addition, receive mileage reimbursement as specified in the Sonoma County Salary Resolution for mileage driven

outside the boundaries of Sonoma County. Travel expenses to destinations served by common air carrier from San Francisco or Oakland International Airports shall be compensated at the lesser of the mileage reimbursement rate or the least expensive airfare to the destination. Employee shall file necessary documents in accordance with instructions from the County Auditor-Controller. Employee shall not use County vehicles on official County business except as required in extraordinary circumstances.

3. The cost of reasonable accommodations for work related travel, not to exceed \$6,000 per year, will be reimbursed as follows:
 - \$18.00 per hour for an attendant to provide transportation associated with Public Authority business.
 - \$18.00 per hour for an attendant to accompany Employee to meetings requiring overnight stay.
 - The actual cost of hotel room and meals for the attendant will also be reimbursed in accordance with County travel policy.
4. The actual cost of hotel room and meals for EMPLOYEE will be reimbursed in accordance with County travel policy.

(c) Employee shall accrue vacation and sick leave at the rate applicable to time in service as set forth in the Sonoma County Salary Resolution.

5. Expiration and Non-Renewal. Employee acknowledges, understands and warrants that Employee shall have no further right or claim to employment after the expiration of the term of this Agreement, and that no other document, handbook, policy, resolution or oral or written representation, of any nature whatsoever, shall be effective or construed to be effective to extend the term or otherwise grant Employee any right or claim to continued employment with the Public Authority. This warranty has been relied upon by the Public Authority as a material inducement to enter into this Agreement and, in the absence thereof, the Public Authority would not have entered into this Agreement. The Public Authority agrees to give Employee written notice of non-renewal at least sixty (60) days in advance of expiration of the term of this Agreement. Failure to give notice or timely notice shall not cause a renewal of this Agreement.

6. Termination. Employee shall serve at the will and pleasure of the Public Authority Board of Supervisors and may be terminated at the will of the Board with or without cause as set forth herein. Employee expressly waives and disclaims any right to any pre-termination or post termination notice and hearing.

(a) Termination without cause: Termination of Employee's employment without cause may be effected by the Public Authority giving sixty (60) days' prior written notice to Employee. Upon such termination, Employee shall be entitled to additional salary, and any other compensation allowed under the County of Sonoma Salary Resolution, equal to that which would accrue during sixty (60) calendar days following termination and to be computed by the Auditor-Controller at the rate applicable on the day of termination plus the cash equivalent of all accumulated vacation as of the day of termination. In addition to the foregoing, Employee shall also be entitled to be compensated for any floating holiday balance or any other compensation or benefits as allowed by the Sonoma County Salary Resolution, as it may be amended from time to time. Employee's health benefits and the Public Authority's portion of the premium contribution

shall continue to remain in effect for a period of ninety (90) calendar days from date of termination. Employee's acceptance of said severance pay shall constitute a full and final settlement and full satisfaction of any or all claims of Employee that have been brought or could be brought against the Public Authority arising out of or related to his employment.

(b) Termination with cause: Public Authority may terminate Employee's employment for just cause at any time by giving notice of employment discrepancies and an opportunity to respond to such discrepancies prior to termination. Notice is accomplished by Public Authority depositing a written notice in the United States mail that is addressed to Employee at Employee's last known address or by personal service. After termination for just cause has been affected, Employee shall have no further rights under this Agreement or to continued employment with the Public Authority. Just cause may include, but is not limited to, unauthorized absence, conviction of a felony or of any criminal act involving moral turpitude; conduct which brings discredit to the County; disorderly conduct; incapacity due to mental or physical disability to the extent permitted by law; willful concealment or misrepresentation of material facts in applying for or securing employment; willful disregard of a lawful order from a duly constituted authority; willful disregard of a departmental policy and/or laws regarding the confidentiality of records; using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, drugs, or hallucinatory agents while on County property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in County uniform (possession and proper use of drugs prescribed by a licensed physician and appropriate possession of unopened alcoholic beverages are not prohibited by this section); negligence or willful damage to public property or waste or theft of public supplies or equipment; refusal to comply with a proper directive to undergo a medical examination as issued by an appointing authority; falsification of any records, such as medical forms, time cards or employment applications, or making material dishonest work-related statement to other employees at work or committing perjury; unauthorized use of County vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a County vehicle; unauthorized possession of weapons or explosives on County premises; willful carelessness or violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to County property; and sexual harassment of or unlawful discrimination against another employee or applicant for employment. Any other just cause not set forth above, must be of similar egregious conduct.

(c) Statement of Reasons for Termination. The Public Authority and Employee will, within a reasonable period of time, not to exceed 10 working days, attempt to agree on a mutually acceptable statement as to the reasons for termination. If the parties cannot mutually agree to an acceptable statement of the reasons for termination within the time period set forth above, the Public Authority Board of Directors may, in its sole discretion, publish its reasons for termination. In such event, publication shall consist of filing the reasons with the Clerk of the Board at a regular or special meeting following the disclosure required by Section 54957.1 of the Government Code. A copy of the statement shall be made for Employee and kept for her in the office of the Board's Clerk. Within ninety (90) days following the announcement of termination, Employee may present a written response to the Board which will be maintained as a public record. The parties agree that other than as provided above, they will not make any other public statement concerning Employee's termination.

(d) Administrative Leave. Upon receiving a specific complaint or charge brought against Employee by another person or employee, the Chair of the Public Authority Board of Directors may place Employee on administrative leave when, in the sole opinion of the

Chair, Employee's temporary removal from their position would be in the best interests of Public Authority. The Chair's decision to place Employee on administrative leave is subject to ratification by the Board of Directors at its next, legally permissible, noticed Board closed session meeting. The Chair's decision remains subject to review, at any time, by the Board of Directors. The administrative leave will commence on the Chair's delivery to Employee's office of a written notice to that effect. The Chair shall also deliver a copy of the notice to the employee, determined by the Chair, to be next in authority as Director of Health Services. Upon the delivery of the notice to Employee's office, performance of Employee's job duties under this Agreement are suspended but all other provisions of this Agreement shall remain in full force and effect. Thereafter, Employee's job duties shall be performed by the employee next in authority until further written notice by the Chair. Public Authority and Employee agree that Public Authority will incur damages, if, during the period of administrative leave, Employee performs or attempts to perform any of the duties provided in Section 2 of the Agreement for Personal Services, or in any other way interferes with the administration or operation of the Department of Health Services. Public Authority and Employee agree that the measurement of these damages would be difficult and speculative and accordingly further agree that if Employee performs or attempts to perform any of the duties provided in the attached job specification, or in any other way interferes with the administration or operation of the Department that Public Authority's duties to compensate Employee under the Agreement are discharged for each day during which Employee engages in such non-cooperation and/or interference. The administrative leave and the suspension of job duties shall terminate on the Chair's delivery to Employee's office of a written notice to that effect.

7. Discrimination: Public Authority shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this agreement are incorporated by this reference.

8. Nonassignability. Employee shall not during the term of this Agreement make any assignment or delegation of any of its provisions without the prior written consent of Public Authority's Board of Directors.

9. Compliance with Law. Employee shall, during his employment, comply with all laws and regulations applicable to such employment. Any act or omission of Employee constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement relieving the Public Authority of any and all obligations in the Agreement. Such act or omission shall constitute sufficient grounds for Employee's termination with cause pursuant to Exhibit B, Section 3 of this Agreement.

10. No Representations or Warranties on Tax or Retirement Issues. Employee acknowledges and agrees that the Public Authority has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to his salary and benefits. Employee further acknowledges and agrees that the Sonoma County Employees' Retirement Association ("SCERA") makes the final determination on what is deemed "final compensation" for purposes of calculating retirement benefits.

11. Conflict of Interest. Employee covenants that he presently has no interest and will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of

his duties required under this Agreement. Employee shall comply with all state and local conflict of interest laws or policies, including, but not limited to, Government Code section 1090, the Political Reform Act and requirements promulgated by the Fair Political Practices Committee, applicable policies on incompatible offices and conflicts of interest, and any Departmental policies on conflicts of interest. Employee shall also complete and file a "Statement of Economic Interest" with the County, disclosing Employee's financial interests, as required by the County's Conflict of Interest Code.

12. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Section 1856 of the Code of Civil Procedure. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

ATTEST:

Clerk of the Board

Chairman, Board of Directors
IHSS Public Authority

EMPLOYEE:

Debbie Lathem
Deputy County Counsel

Michael Humphrey, Manager
IHSS Public Authority

EXHIBIT A

Sonoma County In-Home Supportive Services (IHSS) Public Authority Manager Job Description

DEFINITION:

Under general direction of the IHSS Public Authority Governing Body (the "Directors"), or their designee; plans, coordinates, directs, and reviews the activities, programs, budgets, functions, and performance of the IHSS Public Authority; is responsible for management and administration of the IHSS Public Authority Interagency Agreement with the County, including developing, interpreting, implementing, managing, and evaluating contracts; liaison to the IHSS Program; provides staff support to the IHSS Advisory Committee; represents the IHSS Public Authority at the local and state level regarding public authority-related issues; is responsible for compliance with all relevant County, State and Federal laws and regulations; and performs related duties, as required.

Distinguishing Characteristics:

The incumbent of this single position class manages program development, planning, and performance, including participation in labor negotiations and contract monitoring for the IHSS Public Authority. The incumbent uses considerable independent judgment and discretion in staff supervision; delegated administration and management; and prioritization and coordination of County and State mandates, goals, and objectives. Work is performed with a maximum amount of independence within policies and procedures set forth by the Directors, or their designee, and other relevant laws, ordinances, and regulations.

The incumbent is an at-will employee of a Public Authority under the terms of an employment contract and is not subject to the provisions of the County of Sonoma Civil Service Ordinance.

TYPICAL DUTIES:

Duties may include, but are not limited to the following:

Contract administration including, but not limited to, negotiation, compliance monitoring, and evaluation.

Manage Public Authority program planning, development, implementation and evaluation.

May supervise and/or train Public Authority staff; evaluate their work performance; may participate in the selection of new employees.

Makes initial recommendations on IHSS Public Authority's budget; reviews and monitors budget; researches existing and potentially new sources of funding; directs and participates in preparation of grant applications and proposals to funding sources.

Represents the IHSS Public Authority Governing Body (the "Directors") in labor negotiations and administration of labor contracts.

Serves as liaison to County of Sonoma IHSS staff on issues of mutual concern that relate directly to IHSS recipients and/or care provider services.

In conjunction with County IHSS staff, coordinates training programs for registry providers, potential providers, and IHSS recipients.

Reviews legislative proposals for content and appropriateness; provides recommendations on necessary changes to approaches to IHSS Public Authority services; analyzes and interprets legislative or legal changes and regulations from federal, state and local agencies which affect the IHSS Public Authority; consults with legal counsel, as needed.

Represents the IHSS Public Authority and explains and interprets policies, procedures, legislation, and regulations for legislative bodies, boards, commissions, and other groups.

Serves as liaison to the California Department of Social Services and other state agencies, as appropriate.

Coordinates with Human Services Department staff to prepare County/IHSS Public Authority Interagency Agreement and other formal agreements (e.g., Memorandum of Understanding) and monitors compliance with requirements of the agreements.

Prepares IHSS Public Authority rate application and documentation.

Prepares reports and regular meeting materials for the IHSS Advisory Committee.

Provides reports to the Directors of the Public Authority.

Knowledge, Skills, and Abilities:

Knowledge of: principles, practices, and techniques of human resource administration, outreach recruitment, labor relations and negotiations, supervision, and training; principles, methods, and procedures of community organization, group process and decision making, consultation, and public relations; management data processing applications and computer technology; theory, principles, and practices of governmental financial administration, budgeting, contracts administration, program management, and accounting; elderly and disability issues, the IHSS system in California, IHSS Public Authority, and IHSS laws, regulations, and funding is desirable.

Ability to: develop and maintain positive relationships with employees, public officials, community groups, other agencies, and the general public; represent the Public Authority with other boards, committees, government and community agencies, departments, and officials; facilitate group decision-making process; perform public relations for the IHSS Public Authority; effectively participate in labor negotiations; utilize computer technology for administrative functions; ensure proper compliance with federal, state, and local guidelines, policies, goals, rules, and regulations.

Plan, organize, coordinate, and direct work of professional and support staff; select, train, and supervise staff; develop, evaluate, and analyze operational policies and procedures; analyze and evaluate complex program and administrative problems and recommend effective courses of action; develop short- and long-range budget plans that reflect program needs; communicate orally and in writing on a variety of issues; understand,

interpret, and apply procedures, laws, rules, and regulations as they apply to the IHSS Public Authority.

Minimum Qualifications:

Education: Any combination of education and training, which would provide the opportunity to acquire the above knowledge and abilities. Normally, graduation from a college or university with a degree in business administration, public administration, human resources management, organizational development, social services, health services, or closely related area would provide this opportunity.

Experience: Any combination of training and experience, which would provide an opportunity to acquire the above knowledge and abilities. Four years of full-time experience in a public or private social services agency, community-based organization, health services, or hospital, with at least two years in an administrative capacity, would provide such opportunity.

Desirable Experience: Effective participation in labor negotiations; working with public/private partnerships, advisory bodies and community groups.

License: Possession of a valid California driver's license at the appropriate level including necessary special endorsements, as required by the State of California to perform the essential job functions of the position.