

Agreement for Personal Services
Director of Health Services

This Agreement is made this ____ day of November, 2021 by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and **Derrick Neal** (hereinafter "Employee").

Whereas, County and Employee are desirous of entering into a personal services agreement for the position of Director of Health Services; and

Whereas, Employee acknowledges that by accepting the position of Director of Health Services, he will be an at-will employee, and that, as such, his position will be in the unclassified service under the Sonoma County Civil Service System; and

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

1. Term of Employment. County hereby employs Employee in the position of Director of Health Services for three (3) years, commencing on December 1, 2021, and ending on November 30, 2024, subject, however, to termination as herein provided.

2. Duties. Employee shall perform the duties of Director of Health Services as set forth in the County job specification, attached hereto as **Exhibit A**, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the County Board of Supervisors.

3. Compensation.

(a) Employee's salary shall be initially set at the "E" step of the salary range as established by the Sonoma County Salary Resolution 95-0926, and as amended or until superseded by further resolution(s) of the Board of Supervisors. Any provisions of the Salary Resolution regarding merit increases or step advancements, including Section 7.19, are not applicable or made part of this Agreement. Employee may advance in the salary range, if the Board determines that Employee is eligible for advancement based upon annual performance evaluations.

(b) Except as herein provided, Employee shall be entitled to the same fringe benefits generally available to County department heads, as specified in the Salary Resolution.

(c) Relocation and moving expenses will be reimbursed per the County of Sonoma's Administrative Policy Manual, section 4-9 "Policy for Relocation Incentives and Reimbursement Expenses for Management and Unrepresented New Hires," attached hereto as **Exhibit B**. The maximum amount of reimbursable expenses will be \$8,800.

(d) Employee will be advanced 60 hours of vacation accrual at the earliest possible pay period following the Employee's start date.

4. Performance review. The Board of Supervisors shall review Employee's performance on an annual basis. If the Board provides Employee with a satisfactory or better performance evaluation, Employee shall be eligible to advance in the salary range.

5. Expiration and Non-renewal. At the expiration of the term of this Agreement, Employee's employment shall automatically terminate. County agrees to give written notice of its intention of non-renewal at least sixty (60) calendar days in advance of the expiration of this Agreement; provided, however, that failure to give sixty-day notice of non-renewal shall cause this Agreement to be extended for an additional period of sixty (60) calendar days from date of notice of non-renewal, and shall not result in an automatic renewal of the agreement.

6. Termination. Employee shall serve at the will and pleasure of the 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 County 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 County 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 County'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 final settlement and satisfaction of all claims of Employee against the County arising out of his employment.

(b) Termination with cause: County 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 County depositing a written notice in the United States mail that is addressed to Employee at Employee's last known address. After termination for just cause has been affected, Employee shall have no further rights under this Agreement or to continued employment with the County. Just cause includes, 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 County 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 Board of Supervisors 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 him 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 Board of Supervisors may place Employee on administrative leave when, in the sole opinion of the Board of Supervisors, Employee's temporary removal from their position would be in the best interests of County. The administrative leave will commence on the Board of Supervisor's delivery to Employee's office of a written notice to that effect. 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 Board of Supervisors. County and Employee agree that County 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. County 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 job specification for the position of Director of Health Services, or in any other way interferes with the administration or operation of the Department that County'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 Board of Supervisor's delivery to Employee's office of a written notice to that effect.

(7) Resignation by Employee.

a) Employee may terminate his employment at any time by delivering to the Board of Supervisors his written resignation. Such resignation shall be irrevocable and shall be effective not earlier than ninety (90) calendar days following delivery, unless waived by the Board of Supervisors. With the approval of the Board of Supervisors, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board of Supervisors or with its approval, the originally scheduled date of retirement may be extended for any agreed upon period of time.

(b) From the date upon which Employee either resigns or is notified of the County's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, Employee shall continue to devote his full time, attention and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, Employee shall assist County in orienting Employee's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the Department. These tasks may also include providing information or testimony regarding matters which arose during Employee's term as Director of Health Services.

(c) 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. Except as provided herein, no other document, handbook, policy, resolution or oral or written representation shall be effective or construed to be effective to extend the term hereof or otherwise grant Employee any right or claim to continued employment with the County.

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 County.

9. Compliance with Law. Employee shall, during his employment hereunder, 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 County of any and all obligations hereunder. Such act or omission shall constitute sufficient grounds for Employee's termination with cause pursuant to this Agreement.

10. 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.

11. No Representations or Warranties on Tax or Retirement Issues. Employee acknowledges and agrees that the County has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to her 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 calculating retirement benefits.

12. 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, the County's 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.

Attest:

County of Sonoma

Clerk of the Board

By _____
Lynda Hopkins
Chair, Board of Supervisors

Employee

Derrick Neal

Exhibit A

DIRECTOR OF HEALTH SERVICES

Definition

Under general policy direction of the Board of Supervisors and the County Administrator, provides leadership and administrative policy and operational direction for programs and services of the Department of Health Services; and performs related duties as required.

Distinguishing Characteristics

The Director is appointed by the Board of Supervisors and serves as the department head for the Sonoma County Department of Health Services. The Director is in a position of trust and confidence, and work is performed with a maximum amount of independent judgment and initiative within broad policy objectives established by the Board of Supervisors. The Director is expected to work collaboratively with other County departments, and community partners to plan and provide quality health services with the objective of improving health outcomes for the Sonoma County community.

The Director serves as the department head and appointing authority for all employees in the Department of Health Services except for the Health Officer who, by law, is appointed by the Board of Supervisors. The Director oversees the administrative performance of the Health Officer and informs the Board of Supervisor on the performance of the Health Officer as needed. The Board may delegate to the County Administrator the responsibility to oversee the Department of Health Services and the appointment decision of the Director, but not the appointment of the Health Officer.

This job class is considered unclassified pursuant to the County of Sonoma Civil Service Ordinance No. 305-A, Section 5, as amended. The incumbent serves at the will of the Board of Supervisors and is required to enter into an “at will” employment service agreement.

Typical Duties

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

Provides leadership and administrative policy direction; coordinates administration of all departmental divisions; conducts meetings and conferences with department staff; develops and implements administrative policies and procedures; ensures appropriate program monitoring and evaluation processes and systems; establishes measurable performance standards and transparent methods of reporting data and performance; advises the Board of Supervisors regularly of health services issues.

Develops an organizational structure which identifies appropriate department divisions and sections with clear responsibilities and authority of divisions, sections, and positions; ensures effective management practices and delegation of work and work flow processes.

Consults with the Health Officer and Behavioral Health director on matters and/or protocols that affect the delivery of public health, mental health and environmental health services; approves changes and modifications recommended and ensures intra-departmental communication and

implementation of changes and modifications of protocols.

Coordinates and directs the provision of technical and professional assistance to other county departments, other health agencies, businesses and members of the general public on matters affecting the health and safety of the citizens of Sonoma County.

Directs the research, analysis and formulation of the department budget; determines departmental budget priorities; oversees and monitors revenue and reimbursement projections; prepares and justifies program and budget recommendations to the County Administrator and the Board of Supervisors; ensures that budget expenditures are properly controlled and meet regulatory requirements; seeks other funding options and applies for grants in to improve or enhance services; allocates and reallocates department resources to meet service needs.

Interviews and selects top management staff; evaluates the performance of subordinate managers; ensures departmental human resources and risk management administration is effective and compliant with County rules, processes, and practices, and related legislation; ensures mandatory training compliance and appropriate professional development is offered to staff; assesses organizational structure as needed and requests classification studies if needed; fosters positive labor relations and hears employee grievances and remedies grievances or disciplinary matters within the limits of their delegated authority.

Follows state and federal legislative developments and determines impacts for the department and services; advises the Board of Supervisors and the County Administrator of any changes in state laws or regulations that will have an impact on the delivery of the department's services; provides the Board of Supervisors and the County Administrator with specific plans, costs and recommendations needed to meet legal requirements; advocates for/against legislation and regulations where appropriate.

Coordinates preparation and release to the media of information related to the programs and services of the Department of Health Services with the County's communications team and/or Board of Supervisors, as needed.

Knowledge and Abilities

Thorough knowledge of: modern personnel, financial and program management processes and procedures required to effectively plan, organize and direct a Health Services Department; federal, state and local laws, ordinances, rules and regulations relating to the management and operations of a health services department; modern organizational and planning techniques used to manage a multi-service agency.

Considerable knowledge of: the social and economic problems that have an impact on the public health, mental health, and environmental health of the community and modern best practices in service delivery for these programs; communications and conflict resolution techniques; research methodology, report writing and basic statistics.

Ability to: establish and maintain effective and collaborative working relationships with the Board of Supervisors, the County Administrator, other County department heads, subordinates, community groups, medical professionals, other health agencies, local cities and public entities, the general public and others who have an interest in health services issues; communicate

effectively; identify priorities and goals, develop work plans and accountability measures to support objectives; coach staff and identify and address employee performance issues; analyze management and operational problems to reach practical conclusions, and institute effective changes; ensure program compliance and fiscal responsibility through subordinate staff and appropriate oversight of programs and services; direct or prepare comprehensive, clear written reports and oral presentations; listen to, understand and appreciate differing views on the role of the Department of Health Services in the management of sensitive health services issues.

Minimum Qualifications

Education and Experience: Any combination of education or training that would provide the opportunity to acquire the knowledge and abilities listed. Normally, graduation from an accredited college or university with a degree in health care administration, public administration, hospital administration, business administration or a closely related field, and five years of increasingly responsible experience managing a health, behavioral health, or social services organization or large division of such organization would provide such opportunity. Possession of a Master's degree is desirable.

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

Exhibit B

County of Sonoma
RELOCATION EXPENSE ASSISTANCE AGREEMENT

This is an agreement between the County of Sonoma and Derrick Neal.

The County of Sonoma agrees to reimburse certain relocation expenses, up to a maximum of \$8,800, that you incur as a result of your relocation.

Terms of Agreement:

1. Relocated employee will be reimbursed up to \$8,800 for pre-authorized reasonable and actual expenses associated with the relocation including:
 - a. Moving of household items and personal effects*
 - b. Transportation of one personal vehicle
 - c. Moving insurance from origin to destination
 - d. Storage of household goods at destination
 - e. Airfare for the relocation of newly hired employee, spouse/partner and dependent children
 - f. Expenses for the new hire's visit to Sonoma County to secure housing including reasonable: transportation (airfare or mileage**), meals and lodging.
 - g. Temporary housing at destination (rent or lease expenses incurred for the temporary housing of the newly hired employee and his/her immediate family)

if moving self the following is included: candidate/employee meals, lodging, tolls, and mileage for distance between old and new residence*

*** mileage reimbursed at County and IRS reimbursement rate*

The County shall have no responsibility or liability for any goods damaged as a result of relocation.

2. Relocated employee will be responsible for all expenses related to relocating to the new job location that are not pre-authorized by the County, for which there is not supporting documentation/receipts, and/or that exceed the amount authorized by this agreement.
3. Relocated employee must meet the following criteria to be eligible for reimbursement:
 - a. The new hire must not be a current Sonoma County employee.
 - b. The distance between the new hire's old residence and their new place of work must be at least 50 miles greater than the distance between the old home and the old place of work.
 - c. The new place of residence is within the geographic boundaries of Sonoma County or within a commutable distance in the counties immediately adjacent to Sonoma County.
4. Relocated employee shall be required to repay 100% of the relocation expense assistance if the employee voluntarily terminates employment within one year (12 months) from the date of hire or appointment and 50% of the relocation expense assistance if the resignation occurs following one year from the date of hire or appointment into the position, but prior to completion of the second year:
 - a. If the employee is terminated from employment for any reason other than

Exhibit B

reasonable cause, no repayment will be required; if the employee is terminated for cause (as defined in Civil Service Rule 10, Section 10.3, A), repayment will be required according to item 4 above.

- b. The County of Sonoma shall not reimburse for any relocation expenses that were not pre-approved by the County.
 - c. The parties agree that the employee reimbursement as described above shall be repaid to the County of Sonoma within 30 days of separation or the County will pursue alternate collection methods.
 - d. In the event the County is required to seek legal or other process to enforce any of its rights hereunder, the Employee agrees to pay the County's collection costs and expenses including, without limitation, reasonable attorney's fees and court costs.
5. Relocated employee shall complete the Relocation Expense Assistance Reimbursement Request Form within 60 days of the date expenses are incurred. Employee will submit the completed form and applicable receipts to their department payroll clerk for processing.
6. Relocation expense assistance will be taxed in accordance with applicable federal and state tax requirements at the time expenses are reimbursed. The County will conform with tax changes as necessary to accurately report the employee's annual taxable income on their W-2. All relocation expense assistance reimbursements made by the County of Sonoma will be included as income and paid to the employee via their regular paycheck with applicable payroll tax deductions applied. Candidates/employees are encouraged to check with a tax professional if they have any questions about taxation of relocation expense assistance. Employee is ultimately responsible for all required taxes associated with the reimbursement of relocation expenses, and agrees to indemnify, defend and hold harmless the County in the event the Internal Revenue Service or any other taxing authority assesses any taxes, excise taxes, penalties or interest against the Employee or the County as a result of the payment to Employee of relocation expenses hereunder.

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. This Agreement shall be construed and enforced pursuant to the laws of the State of California. Venue of any action or proceeding regarding this Agreement or performance thereof shall be proper only in the County of Sonoma, State of California.

The parties have agreed to the above listed terms and conditions set forth in this agreement.

Sheryl Bratton, County Administrator

Date

Accepted and agreed to by Derrick Neal

Date