

**EMPLOYMENT AGREEMENT
FOR
EXECUTIVE DIRECTOR OF THE ORANGE COUNTY
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY**

This Employment Agreement for the Executive Director of the Orange County In-Home Supportive Services Public Authority (“AGREEMENT”) is made by and between the In-Home Supportive Services Public Authority (“AUTHORITY”) and ~~Ms. Luz Napoles Loreto~~Mr. Aaron Hogue (hereinafter “~~NAPOLES LORETO~~AARON HOGUE”).

IT IS MUTUALLY AGREED:

1. APPOINTMENT

As the governing body of the AUTHORITY pursuant to Section 1-7-4 of the Codified Ordinances of the County of Orange, the Orange County Board of Supervisors (“BOARD”) ratifies the decision of ~~Michael F. Ryan~~Debra J. Baetz, Director of the Orange County Social Services Agency (“SSA DIRECTOR”), appointing ~~NAPOLES LORETO~~AARON HOGUE to the position of Executive Director of the AUTHORITY, and agrees to employ ~~NAPOLES LORETO~~AARON HOGUE as an employee of the AUTHORITY on the terms and conditions specified herein.

By signing below, ~~NAPOLES LORETO~~AARON HOGUE confirms ~~her~~his acceptance of ~~her~~his appointment to the position of Executive Director of the AUTHORITY and agrees to serve as an employee of the AUTHORITY and as an agent of the BOARD, under the terms and conditions set forth in this AGREEMENT. In accordance with Section 1-7-8 of the Codified Ordinances of the County of Orange, ~~LORETO~~AARON HOGUE understands and agrees that ~~she~~he shall not be considered to be an employee of the County of Orange for any purpose.

2. TERM

This AGREEMENT is for a four-year term commencing on ~~August 9, 2016~~January 1, 2021, and terminating on ~~August 8, 2020~~December 31, 2025, unless extended by mutual agreement of the parties, in accordance with Section 10, below.

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

~~NAPOLES LORETO~~AARON HOGUE shall perform the duties of Executive Director of the AUTHORITY and any other duties as may be prescribed by law. Specific duties and responsibilities of the Executive Director include, but are not limited, to the following:

- (1) The hiring and supervision of AUTHORITY staff and ensure the appropriate orientation, training, and development of AUTHORITY personnel through regular reviews and evaluation of performance;
- (2) Ensuring that all AUTHORITY staff enjoy a working environment free of unlawful harassment, discrimination, and retaliation, and shall ensure that

- allegations of harassment, discrimination, and retaliation are promptly and thoroughly investigated and addressed;
- (3) In cooperation with the In-Home Supportive Services (IHSS) Advisory Committee, developing overall policy goals, objectives, and operating procedures for the delivery of services;
 - (4) Establishing priorities and developing strategies to achieve program objectives;
 - (5) Utilizing alternative client engagement options, such as telehealth, to increase and enhance recipient access points;
 - ~~(5)~~(6) Determining funding needs and options;
 - ~~(6)~~(7) Overseeing budget preparation and assuring effective monitoring of fiscal performance;
 - (8) Providing leading the provision of administrative support for the IHSS Advisory Committee, including, but not limited to: processing and serving issuing IHSS Advisory Committee stipends, mileage reimbursement, and W2s; facilitating and coordinating the IHSS Advisory Committee meetings as the principal staff member to the IHSS Advisory Committee; and ensuring accuracy of minutes and timely payment to Clerk of the Board for minute services;
 - ~~(7)~~(9) Coordinating payments and transfers to the Orange County Employees Retirement System (OCERS) for staff retirement plans;
 - ~~(8)~~(10) Participating in labor negotiations and administering labor contracts;
 - ~~(9)~~(11) Reporting on proposed ~~Federal~~federal and State legislation, as such legislation may impact the on-going operations of the AUTHORITY;
 - ~~(10)~~(12) ~~Representing the AUTHORITY and explaining~~Explaining and interpreting policies, procedures, legislation, and regulations for legislative bodies, boards, commissions, and other groups;
 - ~~(11)~~(13) ~~Representing the AUTHORITY on~~at local and State levels of government, including the Statewide Public Authority Council;
 - ~~(12)~~(14) ~~Monitoring AUTHORITY compliance with the requirements of the Interagency Agreement with the County of Orange; and the IHSS Public Authority Memorandum of Understanding with the County of Orange;~~Monitoring AUTHORITY compliance with the requirements of the Interagency Agreement with the County of Orange; and the IHSS Public Authority Memorandum of Understanding with the County of Orange;
 - ~~(13)~~(15) Assisting with the preparation of the AUTHORITY rate application and documentation materials;
 - ~~(14)~~(16) Ensuring compliance with all relevant County, State, and ~~Federal~~federal laws, policies, regulations, and agreements; ~~and~~
 - ~~(15)~~(17) Developing and maintaining a registry for IHSS service providers and other related duties, such as the IHSS Program Provider Enrollment and provider application, training, and payment, as required for the efficient operation of the AUTHORITY;
 - (18) Developing reports for and presenting to the SSA Director, or their designee, as needed;
 - (19) Participating in the County Safety Representative Program, including designating a County Safety Representative to coordinate safety practices and compliance; and

(20) Maintaining employee, provider, and program records in accordance with County policy and federal and State law.

As the Executive Director of the AUTHORITY, ~~NAPOLES LORETO~~AARON HOGUE shall at all times perform these duties and responsibilities in a professional manner that is satisfactory to both the BOARD and the SSA Director.

4. COMPLIANCE WITH THE LAW

~~NAPOLES LORETO~~AARON HOGUE, during the term of this AGREEMENT, shall comply with all laws and regulations, and all Codified Ordinances of the County of Orange. By signing this AGREEMENT, ~~NAPOLES LORETO~~AARON HOGUE acknowledges that, as the Executive Director of the AUTHORITY, ~~she~~he shall be a “designated employee” required to file a Statement of Economic Interests (FPPC Form 700).

5. PERFORMANCE EVALUATION

The SSA DIRECTOR shall evaluate the performance of ~~NAPOLES LORETO~~AARON HOGUE, both formally and informally, on an ongoing basis. At least annually, however, the SSA Director will formally evaluate the performance of ~~NAPOLES LORETO~~AARON HOGUE as the Executive Director of the AUTHORITY. However, a failure to complete this formal evaluation will not affect any other provision of this AGREEMENT.

6. COMPENSATION, BENEFITS, AND ANNUAL LEAVE

For services rendered to the AUTHORITY as Executive Director, ~~NAPOLES LORETO~~AARON HOGUE shall be compensated on a salary basis in the annual amount of ~~\$106,392~~119,058. In addition, the SSA DIRECTOR may ~~within a twelve-month period~~annually grant one discretionary salary/equity increase, based on consideration of such factors as performance, external market data, and internal salary relationships, provided that the salary paid to ~~NAPOLES LORETO~~AARON HOGUE does not exceed the advertised maximum for an Administrative Manager II employee at the County of Orange. As the position of AUTHORITY Executive Director is an overtime-exempt executive position, ~~NAPOLES LORETO~~AARON HOGUE shall not be entitled to overtime pay under either the Fair Labor Standards Act or California law.

Subject to the written approval of the SSA DIRECTOR, ~~NAPOLES LORETO~~AARON HOGUE shall be entitled to receive paid time off (PTO), health and dental insurance coverage, and life insurance, and shall also be entitled to participate in an optional benefit program similar to that provided to County of Orange executive management employees. ~~NAPOLES LORETO~~AARON HOGUE shall be a member of the Orange County Employees Retirement System, participating in Plan ~~B (Tier 2 – T (1.67% @ 57.562% at 65))~~, and shall pay the full employee share of any required retirement contributions.

7. RESIGNATION/TERMINATION

~~NAPOLES LORETO~~AARON HOGUE shall serve as Executive Director of the AUTHORITY at the sole pleasure of both the SSA DIRECTOR and the BOARD. This AGREEMENT may be terminated "at will" by ~~NAPOLES LORETO~~AARON HOGUE, the BOARD, or the SSA Director, at any time and without notice. Upon termination of this AGREEMENT, the authority of ~~NAPOLES LORETO~~AARON HOGUE to serve as the Executive Director of the AUTHORITY shall immediately terminate and revert to the BOARD.

As a condition of ~~her~~his employment, ~~NAPOLES LORETO~~AARON HOGUE knowingly, willingly, and voluntarily gives up, waives, and disclaims any and all rights ~~she~~he may have, express or implied, to any notice and/or hearing either before or after termination of this AGREEMENT, and to any continued employment with the AUTHORITY after termination of this AGREEMENT.

In the event the BOARD or the SSA DIRECTOR decide to terminate this AGREEMENT, ~~NAPOLES LORETO~~AARON HOGUE shall receive from the AUTHORITY a lump sum severance payment, equal to three (3) months of salary, payable as wages, less any applicable taxes and deductions. However, this AGREEMENT shall terminate automatically, without further action of either the BOARD or the SSA DIRECTOR, and ~~NAPOLES LORETO~~AARON HOGUE shall not be entitled to this or any other severance package from the AUTHORITY, if: (1) ~~LORETO~~AARON HOGUE voluntarily resigns ~~her~~his employment; (2) ~~NAPOLES LORETO~~AARON HOGUE elects to apply for a pension or similar defined-benefit retirement from any public pension system; or (3) the BOARD or the SSA DIRECTOR terminates this AGREEMENT for "good cause" under the legal standard set forth in *Cotran v. Rollins Hudig Hall International, Inc.*, 17 Cal. 4th 93 (1998).

8. ARBITRATION

Any controversy or claim arising out of, or relating to, this AGREEMENT, ~~NAPOLES LORETO'S~~AARON HOGUE'S employment with the AUTHORITY, or the termination of ~~NAPOLES LORETO'S~~AARON HOGUE'S employment relationship with the AUTHORITY, shall be adjudicated in binding arbitration administered in full compliance with the requirements of California law by the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9. MERGER

This AGREEMENT is intended as the final expression of the agreement between the AUTHORITY and ~~NAPOLES LORETO~~AARON HOGUE. The AUTHORITY and ~~NAPOLES LORETO~~AARON HOGUE acknowledge and agree that no representations, inducements, promises, and/or agreements, oral or written, have been made by any party or any person acting on behalf of any party, which are not embodied herein. The AUTHORITY and ~~NAPOLES LORETO~~AARON HOGUE also agree that no other agreement, statement, or promise beyond the terms and conditions expressly stated in this AGREEMENT are binding.

10. MODIFICATION

This AGREEMENT, including its term, may be modified by mutual agreement of ~~NAPOLES LORETO~~AARON HOGUE and the BOARD. Except for discretionary salary/equity

increases authorized under Section 6, no waiver or modification of this AGREEMENT shall be valid unless in writing and approved by the BOARD.

11. ACKNOWLEDGEMENT AND CONSENT

By signing below, ~~NAPOLES LORETO~~ AARON HOGUE and ~~Michael F. Ryan~~ Debra J. Baetz, Orange County Social Services Agency Director, authorized by action of the BOARD to sign this AGREEMENT, acknowledge that they each have read and fully understand the terms and conditions of this AGREEMENT, and that they consent and agree to each and every term and condition contained herein.

~~Luz Napoles Loreto~~

Aaron Hogue _____ Date

ON BEHALF OF THE ORANGE COUNTY BOARD OF SUPERVISORS:

~~Michael F. Ryan, Director~~

Debra J. Baetz _____ Date
Orange County Social Services Director

Approved as to form:

By: _____
Leon J. Page
County Counsel