

**COUNTY OF ORANGE
EMPLOYMENT AGREEMENT
FOR
DIRECTOR OF MENTAL HEALTH SERVICES (DMH)/
CHIEF OF MENTAL HEALTH AND RECOVERY SERVICES (CMRS)**

This Employment Agreement for the Director of Mental Health Services/Chief of Mental Health and Recovery Services (hereinafter "AGREEMENT") is made by and between the County of Orange ("COUNTY") and Dr. Veronica Kelley (hereinafter "KELLEY").

IT IS MUTUALLY AGREED:

1. APPOINTMENT

The COUNTY hereby agrees to employ KELLEY as the Director of Mental Health Services/Chief of Mental Health and Recovery Services ("DMH/CMRS") and KELLEY hereby agrees to accept her appointment to the office of DMH/CMRS on the terms and conditions specified herein.

2. TERM

This AGREEMENT shall be for a one-year term commencing on December 17, 2021 and ending on December 17, 2022 (hereinafter "EXPIRATION DATE").

3. DUTIES, RESPONSIBILITIES, AND AUTHORITY

Under the direction of the County Executive Officer ("CEO"), KELLEY, as DMH/CMRS, shall be responsible for all County addiction and mental health related services for youth and adults, as well as establishing and maintaining standards for quality medical care and medical oversight of programs and services. These duties include, but are not limited, to (1) overseeing the Orange County Health Agency Behavioral Health Services Divisions; (2) providing leadership to a large dedicated and professional workforce and numerous community-based contractors; (3) formulating, and recommending, broad behavioral health policy and goals; (4) working directly with the COUNTY Board of Supervisors to formulate comprehensive plans for the COUNTY'S Service Planning Areas; and (5) overseeing and ensuring compliance with state and federal regulations.

4. COMPLIANCE WITH THE LAW

KELLEY shall, during the term of this AGREEMENT, comply with all laws and regulations, and all Ordinances of the County of Orange. By signing this AGREEMENT, KELLEY acknowledges that, as DMH/CMHRS, she shall be a "designated employee" required to file a Statement of Economic Interests (FPPC Form 700) and that she must comply with the Orange County Gift Ban Ordinance (commencing at Section 1-3-21 of the Codified Ordinances of the County of Orange).

5. PERFORMANCE EVALUATION

The CEO shall evaluate the performance of KELLEY both formally and informally on an ongoing basis. However, KELLEY shall receive a formal evaluation from the CEO based on her

performance as DMH/CMHRS prior to the EXPIRATION DATE. 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 COUNTY as DMH/CMHRS, KELLEY shall be compensated on a salary basis in the annual amount **\$261,331.20**. KELLEY shall receive salary payments and adjustment in the same manner, and at the same times, as other COUNTY Executive Management (Group II) employees generally. As the position of DMH/CMHRS is an overtime-exempt executive position, KELLEY shall not be entitled to overtime pay under either the Fair Labor Standards Act or California law.

Upon the commencement of employment, the COUNTY will grant KELLEY a one hundred twenty (120) hours of vacation time balance, and KELLEY will accrue .0962 hours of vacation for each hour actually worked (approximately five (5) weeks annually). Upon appointment as DMH/CMHRS, KELLEY will accrue .0462 hours of sick leave with pay for each hour of pay (approximately twelve (12) days annually). KELLEY shall be entitled to a payoff for all accrued, unused Vacation time (but not sick leave with pay), at the time of separation of employment, in accordance with the requirements of California law.

KELLEY shall receive the same benefits generally provided to other Executive Management (Group II) employees, except as otherwise provided herein or in other acts of the CEO. KELLEY shall be a member of the Orange County Employees Retirement System and shall be required to contribute toward pension benefits under the same terms as other COUNTY Executive Management (Group II) employees.

7. RESIGNATION/TERMINATION

KELLEY shall serve as DMH/CMHRS at the pleasure of the CEO. This AGREEMENT may be terminated "at will" by either KELLEY or the CEO at any time, and without notice. Upon termination of this AGREEMENT, KELLEY'S authority as the DMH/CMHRS shall immediately terminate.

KELLEY is advised and, with her signature below, hereby acknowledges and agrees that she shall have none of the due process rights of a regular, full-time COUNTY employee. As a condition of her appointment, KELLEY knowingly, willingly, and voluntarily gives up, waives, and disclaims any and all rights she 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 COUNTY after termination of this AGREEMENT.

In the event the CEO terminates this AGREEMENT prior to the EXPIRATION DATE, KELLEY shall receive from the COUNTY a lump sum severance payment, equal to the sum of 90 calendar days of salary, payable as wages, less any applicable taxes and deductions, and the COUNTY'S share of the costs of KELLEY'S health insurance premiums.

This AGREEMENT shall terminate automatically, without further action of the CEO, and KELLEY shall not be entitled to this or any other severance package from the COUNTY, if: (1) KELLEY voluntarily resigns her employment; (2), the term expires; or, (3) the COUNTY terminates this AGREEMENT prior to the EXPIRATION DATE for "good cause" under the legal standard set forth in *Cotran v. Rollins Hudig Hall International, Inc.*, 17 Cal. 4th 93 (1998).

8. MERGER

This AGREEMENT is intended as the final expression of the agreement between the COUNTY and KELLEY. 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. No other agreement, statement, or promise beyond the terms and conditions expressly stated in this AGREEMENT are binding.

9. MODIFICATION

This AGREEMENT, including its term and EXPIRATION DATE, may be modified by mutual agreement between the CEO and KELLEY. However, no waiver or modification of this AGREEMENT shall be valid unless in writing and duly executed by the KELLEY and the CEO.

10. ACKNOWLEDGEMENT AND CONSENT

By signing below, KELLEY and CEO Frank Kim, acting on behalf of the COUNTY, 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.



Veronica Kelley

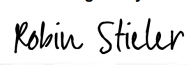
11/29/21
Date

FOR THE COUNTY OF ORANGE:

DocuSigned by:



Frank Kim
County Executive Officer
County of Orange

11/29/2021
Date

Attest: DocuSigned by:
 12/1/2021

Robin Stieler
Clerk of the Board of Supervisors
Orange County, California

Approved as to form:
Office of the County Counsel
Orange County, California

By: DocuSigned by:
 12/1/2021

Leon J. Page
County Counsel