Agenda: Children and Families Commission 10-2013

330 North D Street, Fifth Floor, San Bernardino, California 92415

Meeting date, time, and place
October 23, 2013
3:30 p.m.
San Bernardino County Government Center
Covington Chambers
385 North Arrowhead Avenue
San Bernardino, CA 92415

Pledge of Allegiance
Chair or designee will lead the Pledge of Allegiance

Conflict of Interest Disclosure
Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.

A Commission member with conflicts of interests shall state their conflict under the appropriate item. A Commission member may not participate in or influence the decision on a contract for which their abstention has been recorded.

Report
Advisory Committee Report by Chair Leslie Egge

Report
Executive Director’s Report by Karen E. Scott

Consent Item
The following consent items are expected to be routine and non-controversial and will be acted upon by the Commission at one time unless any Commissioner directs that an item be removed from the Consent Agenda for discussion.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CONSENT ITEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Approve minutes of August 7, 2013 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 387-1502)</td>
</tr>
<tr>
<td>2</td>
<td>Approve employment contract between the County of San Bernardino, Children and Families Commission, and Ofelia Pettengill, Office Assistant II, for an annual cost of $40,497 ($26,749 Salary, $13,748 Benefits), effective November 16, 2013. (Presenter: Karen E. Scott, Executive Director, 387-1502)</td>
</tr>
</tbody>
</table>

The agenda and supporting documents are available for review during regular business hours at First 5 San Bernardino, 330 North D Street, Suite 500, San Bernardino, California 92415.

Interpreters for hearing impaired and Spanish speaking individuals will be made available with forty-eight hours notice. Please call Commission staff (909) 386-7706 to request the service. This location is handicapped accessible.
<table>
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<tr>
<th>Item No.</th>
<th>DISCUSSION ITEM</th>
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<tbody>
<tr>
<td>3</td>
<td>Approve employment contract between the County of San Bernardino, Children and Families Commission, and Jennie Randolph, Accountant III, for an annual cost of $77,572 ($54,246 Salary, $23,326 Benefits), effective November 16, 2013. (Presenter: Karen E. Scott, Executive Director, 387-1502)</td>
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<tr>
<th>Item No.</th>
<th>INFORMATION ITEM</th>
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<tr>
<td>7</td>
<td>Receive information about extension of lease and rent costs for November 2013 (Presenter: Karen E. Scott, Executive Director, 387-1502)</td>
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</tbody>
</table>

Public Comment

Persons wishing to address the Commission will be given up to three minutes and pursuant to Government Code 54954.2(a)(2) "no action or discussion will be undertaken by the Commission on any item NOT on the agenda."

Commissioner Roundtable

Open to comments by the Commissioners

Next Commission Meeting

November 6, 2013
3:30 p.m.
County of San Bernardino Government Center
Covington Chambers
385 North Arrowhead Avenue
San Bernardino, CA 92415

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Subject: Information Relative to Possible Conflict of Interest

Instructions: Contractors, subcontractors, principals and agents are listed below for each applicable agenda item. Commissioners are asked to review the items for possible conflicts of interest and to notify the Commission secretary prior to the Commission meeting of conflicts concerning items on the meeting’s agenda. This procedure does not relieve the Commissioner of his or her obligations under the Political Reform Act.

Background: The Political Reform Act of 1974 (Government Code section 87100 et. Seq.) prohibits public officials from making, participating in making or in any way attempting to use their official position to influence a governmental decision in which they have reason to know they have a “financial interest.” Additionally, Government Code section 1090 et seq. prohibits public officers and employees from being financially interested in any contract made by them in their official capacity or by the board of which they are members. A limited exception is allowed for County Children’s and Families Commissions. (See Government Code section 1091.3)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Contractor</th>
<th>Principals &amp; Agents</th>
<th>Subcontractors; Principals &amp; Agents</th>
<th>Commissioner Abstentions</th>
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<tbody>
<tr>
<td>1</td>
<td>N/A</td>
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<td>5</td>
<td>N/A</td>
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<tr>
<td>6</td>
<td>Preschool School Services</td>
<td>Diana Alexander Director</td>
<td>N/A</td>
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<td>7</td>
<td>N/A</td>
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Minutes: Children and Families Commission Meeting

330 North D Street, Fifth Floor, San Bernardino, California  92415

Meeting Date, Time and Location
September 4, 2013
3:30 p.m.
Chair Haugan called the meeting to order at 3:30 p.m.
County Government Center
Covington Chambers
385 North Arrowhead Avenue
San Bernardino, CA  92415

Pledge of Allegiance
The Pledge of Allegiance was led by Chair Haugan

Conflict of Interest Disclosure
Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.

A Commission member with conflicts of interests shall state their conflict under the appropriate item. A Commission member may not participate in or influence the decision on a contract for which their abstention has been recorded.

Attendees

Commissioners Present
• Mark Daniels
• Leslie Egge
• Linda Haugan
• Margaret Hill
• James Ramos
• Elliot Weinstein, M.D.

Staff Present
• Karen E. Scott, Executive Director
• Cindy Faulkner, Operations Manager
• Ann M. Calkins, Executive Assistant
• Regina Coleman, County Counsel
• Mary Jaquish, Supervisor
• Debora Dickerson-Sims, Administrative Supervisor II
• Staci Scranton, Supervising Office Assistant
• Scott McGrath, Supervisor
• Leslie Fountain, Media Specialist II
Next Commission Meeting Date

There was some discussion that the next scheduled meeting set for October 23 would have to be postponed and the posted agenda reflected that a new date would be determined. We have now recommitted to the original date — the next Commission meeting will be held here at the Covington Chambers at 3:30 p.m. on Wednesday, October 23.

Annual Audit

The audit is well on its way to completion. Although the auditors make their introduction in June, submit their list of files and documents to be inspected and begin their audit, there are many things that continue to occur before the process is complete.

Our agencies have until July 31 to submit their final invoices. First 5 Accounting team works on reviewing all last minute journal entries and verifying that accruals are correct and make adjustments to accruals as needed. The final report from FAS (Financial Accounting System) produced by SB County auditing division is completed and expected to be provided to First 5 any day now. This FAS action creates our trial balance. Once that is received, First 5 reviews for accuracy and incorporates the necessary information into the financial statements.

The auditors are scheduled to visit us next week and continue their work as required. We expect a draft of the audit in early October. The audit will be presented to the Commission and the public at the October 23 meeting.

Collections

As part of the audit we review our doubtful account to determine if we should create a receivable in our financial statements. The doubtful account is money that is owed to the Commission from agencies in past fiscal years. Prior to the end of 2010, agencies owed First 5 San Bernardino approximately $1.6 million in monies not earned or accounted for as contracted over several years. Between 2009 and 2010, First 5 staff was able to collect more than $1,400,000 of these monies owed.

In January 2011, First 5 contracted with San Bernardino County Collections Department and opened an account to collect the remaining $121,861 on the behalf of the commission.

On August 29, First 5 staff met with the County Collections to determine the actions taken to date and the status of these accounts. During the discussion we determined there are several factors to consider before taking the next step:

- What is the statute of limitations for these types of contract accounts
- Is the agency still in existence
- Is it worth the cost to implement legal action

First 5 San Bernardino will continue to work with the Collections department in reviewing the feasibility of these outstanding accounts and bring a recommendation to the Commission for next fiscal year. We are advising the auditor that we do not wish to write-off any accounts this year.

Annual Report

This report is also on its way to completion. Elements of the annual financial audit must be included in the annual report, mainly the contract expenditures. At this point, First 5 staff is reviewing data collected for FY 2012/13 and preparing to format the upload into the State website by the due date of November 1’ The annual report will be presented to you the Commission and the public at the
October 23 meeting.

**Potter the Otter**

Potter the Otter was a great hit with children teaching the virtues of drinking water, not sugar sweetened beverages. Of course, teaching children about healthy eating and physical exercise is also very important. We are pleased to announce that Potter the Otter is here with us today to unveil his new chapter.........**It’s Picnic Day, Potter! Thank you, Potter!**

This month’s ED report provides a glimpse into the planning and work being done related to ensuring our children are healthy; both physically and emotionally and ready to enter and succeed in school.

First 5 San Bernardino has several “Read Early, Read Aloud” early literacy and school readiness campaigns going on during the months of October and November. See page 2 for the **All Aboard the Reading Railroad** and **Read for the Record** events.

Looking beyond those first 5 years and shoring up our strategies to support success from “cradle to career” can ensure that our students are fully prepared for the future and our communities are best positioned to compete successfully in the global economy.

Happy “FALL” to all of our children and families and much success to all of our young learners, ages 0-5.

The leadership at the First 5 Association has completed its policy platform which guides their work in support of the Prop 10 mandate and the 58 county commissions.

The top priorities identified are:
- Quality Early Learning
- Strong Families
- Developmental Screening
- Oral Health
- Health Access

Take a look at page 3 and 4 to learn the strategies identified to support each priority in this policy platform. You’ll see this again no doubt in the strategic planning work of our First 5 Advisory Committee.

**Relocation Update**

We have reviewed and tentatively confirmed the tenant improvements as outlined in the approved lease agreement with Three Carnegie Plaza, c/o Glenborough, LLC. Final approval, replete with “schematics” will be done tomorrow.

Related to the tenant improvements, there was an issue with the original carpet being no longer available to patch the few areas of reconstruction. We are selecting “coordinating” carpet for these areas and the cost falls within our budget. We have met several times with the selected furniture vendor, Goforth and Marti and expect to have a pricing quote and layout with color schemes in the next few days. The timeline for ordering furniture is critical as it can take as long as 60 days and we are now within that period to meet a November 1 move in date.

The elephant in the room is the ISD work. We have met several times with the County ISD folks and await a scope of work and pricing quote for our IT needs based on what we shared with them.
One thing we did not plan on in ISD cost is that our current phone system is not "portable" and is no longer supported by the manufacturer making us in need of a new telephone system. We will not be able to keep our same telephone numbers as our new office is in a different zone. The County of San Bernardino is moving to a phone system called Voice Over IP, which is Internet based. According to preliminary discussions, our operation would require 3 new data switches at a cost of $30,000; new telephones at a cost of $15,000 and other costs for such things as updating circuits, cabling, guest wireless support and overhead paging, bringing the total to approximately $90,000 for the telephone system alone.

We do anticipate being able to work this into our currently approved budget and will report back with specifics at the October 23rd Commission meeting.

In all of this, I would like to extend a very special thank you to our Supervising Office Assistant, Staci Scranton who is unbelievably knowledgeable and has been incredibly helpful on coordinating needs, estimating costs, providing alternative solutions and otherwise holding all of this together! Thank you, Staci.

And to Debora Sims, our fiscal manager, “also known as Scrooge”, thank you for keeping us on target, which is never needed more than a project like this one! Thanks, Debora!

Changes to Agenda
No changes.

Consent
A motion was made by Commissioner Egge and seconded by Commissioner Weinstein to approve the Consent Items. Without further comment or objection, motion carried.

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<td>Approve minutes of August 7, 2013 Commission Meeting. (Affected Districts: All) (Presenter: Ann M. Calkins, Executive Assistant, 387-1502)</td>
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<td>2</td>
<td>Approve Employment Contract between the County of San Bernardino, Children and Families Commission, and Amanda Ferguson, Staff Analyst II, for an annual cost of $77,871 ($54,455 Salary, $23,416 Benefits), effective September 21, 2013. (Affected Districts: All) (Presenter: Karen E. Scott, Executive Director, 387-1502)</td>
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<td>Approve Contract HW053 with Loma Linda University Medical Center for an amount not to exceed $864,593 for Fiscal Years 2013-2015 for a two year Perinatal Telehealth Program serving the High Desert and Morongo Basin to improve birth outcomes, commencing September 5, 2013. (Affected Districts: All) (Presenter: Bobbi Albano, Staff Analyst II, 387-1511)</td>
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Discussion
Commissioner Daniels asked if Morongo Basin, Twentynine Palms and surrounding areas were included. Ms. Albano confirmed they were included.
Supervisor Ramos stated he was pleased that these areas were included in this item.

**Public Comment**
None

A motion was made by Commissioner Ramos and seconded by Commissioner Daniels to approve Agenda Item 3. Without further comment or objection, motion carried.

**Approve Contract with Prevent Child Abuse California (PCA CA) in the amount of $80,200 in matching funds for four (4) AmeriCorps service member positions to provide school readiness services for Fiscal Year 2013-2014.**
(Affected Districts: All)
(Presenter: Mary Alvarez, Staff Analyst II, 387-1508)

**Discussion**
Commissioner Hill inquired if AmeriCorps personnel are placed at sites of greatest need. Ms. Alvarez answered yes, and that preliminary conversations recently took place with Preschool Services to identify sites with the largest need.

**Public Comment**
None

A motion was made by Commissioner Weinstein and seconded by Commissioner Ramos to approve Agenda Item 4. Without further comment or objection, motion carried.

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| 4        | Receive report findings on Breastfeeding Practice Comparisons between Riverside and San Bernardino Counties.  
(Affected Districts: All)  
(Presenter: Karen E. Scott, Executive Director, 387-1502) |

**Discussion**
Ms. Scott introduced Dr. Janet Kottke and Colby Hilken from the University of California, San Bernardino who prepared the above noted report and discussed the findings with the Commission.

Commissioner Weinstein stated that the obstetrician instead of the pediatrician has the most breast-feeding influence on mothers for the first nine months. Pediatricians do strongly support breast-feeding and it is part of their policy, nationally and locally. Commissioner Weinstein noted on the list prepared by the students the absence of data for San Antonio Community Hospital and Kaiser Permanente Hospitals as being Baby Friendly hospitals. Commissioner Weinstein stated if materials are going to be produced for distribution for doctors to hand out to patients, he suggested also distributing these materials to pediatricians, as well.

Mr. Hilken stated his group did not contact many obstetricians for the report and focused more on hospitals, however, they did speak to lactation specialists.

Commissioner Hill thanked Mr. Hilken and Dr. Kottke for the report and asked if this information was shared with any hospitals in Riverside and San Bernardino County and if any feedback was received. Ms. Scott answered that this information will most likely be disseminated by First 5 through our collaboratives.
and partnerships with, for example, the Childhood Obesity Task Force and Breastfeeding Coalition.

Commissioner Egge stated she had read the report and noted there are more incentives for mothers to breastfeed in Riverside County. Commissioner Egge asked if there are more WIC recipients in San Bernardino County than Riverside. More purchases of formula are seen in San Bernardino County than Riverside, as well. This information will be used to help guide other discussions, planning efforts and other implementation of projects to support breast-feeding.

Public Comment
Gary Madden, United Way 2-1-1; Mari Ulate, United Way 2-1-1

Commissioner Roundtable
None

Adjournment
A motion was made by Commissioner Daniels and seconded by Commissioner Egge to adjourn the meeting. Without further comment or objection, meeting adjourned at 4:17 p.m.

NOTE: MEETING IN OCTOBER FALLS ON FOURTH WEDNESDAY

Next Commission Meeting
October 23, 2013 - 3:30 p.m.
County of San Bernardino Government Center, Covington Chambers
385 North Arrowhead Avenue, San Bernardino, CA  92415

Attest
________________________________________________________________________
Linda Haugan, Chair

________________________________________________________________________
Ann M. Calkins, Commission Secretary
Subject: Employment Contract with Ofelia Pettengill, Office Assistant II

Recommendations: Approve employment contract between the County of San Bernardino, Children and Families Commission, and Ofelia Pettengill, Office Assistant II, for an annual cost of $40,497 ($26,749 Salary, $13,748 Benefits), effective November 16, 2013. (Presenter: Karen E. Scott, Executive Director, 387-1502)

Background Information:

Approval of this item will allow the Commission to fill the Office Assistant II position to meet their staffing needs. The contract will be effective November 16, 2013, remain in effect for one year, and automatically renew for one-year periods subject to termination provisions of the contract. The contract can be terminated by either party without cause upon 14 days written notice to the other party. The Office Assistant II position provides a broad range of clerical support duties, including data entry, copier operation, file maintenance, correspondence, reception, and appointment scheduling.

The California Children and Families First Commission uses California's tax on cigarettes and tobacco products to provide services for the State’s youngest residents and their families. The San Bernardino County Commission collaborates with the community and child serving agencies to fulfill their mission of promoting, supporting, and enhancing the health and early development of children prenatal through age five and their families.

Under a Board of Supervisors’ approved agreement, the County and the Commission maintain a cooperative working relationship to effectively and efficiently implement the Commission's mission. The terms and conditions of the agreement require Human Services to provide the Commission with support for the administration of staff benefits, review and action of Board agenda items, review and action of personnel-related issues, and provide employment contract administration services. The Commission reimburses the County for the cost of these services.

On June 28, 2013, at the request of the Commission, Human Resources provided a certification list of 33 qualified Office Assistant II applicants. Of the ten (10) candidates invited to an interview, seven (7) participated in the interview process, conducted by two (2) Commission Supervisors on the following dates: July 15, 2013; July 18, 2013; August 15, 2013; and August 16, 2013. Based on the interviews, resumes, and references, Ms. Pettengill was offered the position contingent upon Commission and Board approval.

Ms. Pettengill has eleven years of secretarial and clerical experience, including word processing, filing, answering multi-line phones, customer service, coordinating meetings, preparing meeting materials and agendas, taking minutes, and scheduling appointments. Based on her experience, the Commission recommends Ms. Pettengill begin employment at the rate of $12.86 per hour.

Financial Impact:
The annual cost of $40,497 is fully reimbursed by the Children and Families Commission’s (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission’s 2013-14 budget and will be included in future budgets.
Review

This item has been reviewed by Human Resources (Mark DeBoer, Employee Relations Chief, 387-5564) on September 9, 2013; Human Services Contracts (Regina Dalton, Acting Contracts Manager, 388-2041) on October 2, 2013; the Office of County Counsel (Kenneth C. Hardy, Deputy County Counsel, 387-5455) on September 23, 2013;

Report on Action as taken

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<th>Action:</th>
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<tr>
<td>Moved: __________________</td>
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<td>In Favor:</td>
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<td>Opposed:</td>
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<td>Abstained:</td>
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<tr>
<td>Comments:</td>
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Witnessed:
THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
Ofelia Pettengill
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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VII. CONCLUSION............................................................................................................... 9
I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as an Office Assistant II with the Children and Families Commission (Commission). Contractor shall work cooperatively with the staff of the Commission under the direction of the Operations Manager, performing a broad range of responsibilities including, but not limited to, the following:

A. Collect, enter, process, sort, and tabulate information according to departmental process and procedure which may involve a wide range of research, decision making, and discretion.

B. Answer telephones, take and relay messages, and receive visitors.

C. Provide general information, instruction, and assistance regarding programs and services to the public and other employees; answer questions regarding specific departmental procedures and practices; provide information over the telephone and make appointments.

D. Prepare/compile letters, memoranda, reports, file narratives, invoices, statements, warrant requests, charts, tables, claims, bills, payment vouchers, receipts, lists, schedules, appointments, supply orders, notices and statistical data, and other documents related to the area assigned.

E. Request and accept records and other information from a variety of sources; input and maintain data into various database programs; post information from various reports and documents to appropriate records; audit and verify documents and other records for a variety of purposes to include accuracy, legality, and consistency.

F. Operate a variety of office equipment such as computer terminals, calculators, fax machines, information and image management systems, copiers, sorters, viewers, and other office machines to enter and retrieve data, produce and/or process materials to include correspondence, memoranda, reports, numeric data, requisitions, tabulations, and statements.

G. Maintain manual and computerized alphabetical, numerical or subject matter files; sort and file correspondence, bills, invoices, requisitions, demands, contracts, permits, applications, work orders, purchase orders, inter-office memoranda, and a wide variety of other documents, records and similar media; pull material from files; purge files as needed or scheduled.

H. Receive and issue receipts for any fees and cash payments.

I. Make mathematical calculations; assemble, tabulate and compare financial and other data; compile a variety of data to include statements, claims, reports, and payroll data when needed.

J. Schedule appointments and meetings for individuals and groups; notify attendees and prepare meeting material(s); make arrangements for room set-up and refreshments if required; and record meeting results.

K. Assist in the training of other staff members as needed.

L. Store and distribute office supplies; keep a record of supplies needed, received and issued; compare bills and invoices against order sheets or purchases orders and against receiving records; confer with vendors; order a variety of supplies including community engagement supplies, equipment and other items; log, check and record the receipt and delivery of various purchases while maintaining the inventory.

M. Prepare, compose, type, or assemble information into proper form from outlined instructions or established procedures including letters, forms, records and reports from rough drafts, marginal
notes or verbal instructions; type bills, vouchers, receipts, lists, schedules, orders, notices, and statistical data.

N. Receive, sort, and distribute mail.

O. Transcribe a wide variety of dictation; file documents with the appropriate agency; maintain records in files or calendar books in accordance with departmental policies and procedures.

P. Perform other special projects and duties as assigned.

Q. Provide vacation and temporary relief as required.

R. Travel throughout the County 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 November 16, 2013, remain in effect for one year and automatically renew 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 or the Commission. Contractor shall serve at the pleasure of the County and the Executive Director, 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 only receive 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 $12.86 per hour. Contractor shall be evaluated and will be eligible to receive an approximate 2.5% step increase after 2,080 service hours upon approval of the appointing authority. Thereafter, Contractor shall be eligible to receive an approximate 2.5% step advancement on the first day of the pay period following the pay period in which the employee completes 2,080 service hours, up to a maximum of $16.40 per hour, based on a meets standards work performance evaluation. Contractor does not gain probationary or
regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term of this Contract under Section III.

B. **OVERTIME**

Overtime is defined as all hours actually worked in excess of forty (40) hours per work week. If Contractor is authorized by Executive Director, or designee, to work overtime, Contractor shall be eligible to receive Overtime compensation at one and one half (1 ½) times the Contractor’s regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating time off at premium hours. Cash payment at the Contractor’s base rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of Contract.

C. **LEAVE PROVISIONS**

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Clerical Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

Refer to Item M in this section for processing of leave balances upon termination of Contract.

D. **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) to offset the cost of health plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee’s Retirement Association. The applicable MPS shall be paid directly to the provider of the County-sponsored health plan in which the eligible employee has enrolled. In no case shall the MPS exceed the total cost of the health insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost). The MPS amounts are as follows: $166.89 per pay period for “employee only” coverage; $297.31 per pay period for “employee + 1” coverage, and $407.43 per pay period for “employee + 2” coverage.

Contractor shall receive a Dental Premium Subsidy (DPS) in an amount up to $9.46 per pay period. The applicable DPS amount shall be paid directly to the provider of the County sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

To be eligible for the MPS and DPS, Contractor must be scheduled for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours in a pay period.

Contractor shall not receive Benefit Plan contributions if Contractor chooses to “opt-out” or “waive” from the County sponsored health plans.

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee-only coverage) if Contractor is scheduled and receives pay for at least forty-one (41) hours per pay period.

E. **LIFE INSURANCE**

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as Clerical Unit employees. County paid life insurance will become effective and continue for each pay period in which the Contractor is paid for one half plus one of Contractor’s scheduled hours. For pay periods in which Contractor does not meet the paid hours requirement, Contractor shall have the option of continuing life insurance coverage at Contractor’s expense.
Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in the Clerical Unit.

F. EXPENSE REIMBURSEMENT
Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Clerical Unit.

G. RETIREMENT PLAN
Contractor shall participate in the County’s general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor’s participation in the general retirement system shall be in accordance with the applicable terms of the California Public Employees’ Pension Reform Act of 2013 (Gov’t Code section 7522 et seq.).

H. RETIREMENT MEDICAL TRUST (“Trust”)
Upon termination of this Contract, Contractor shall be eligible to convert the cash value of unused sick leave to the Trust in the same manner and amount as employees in the Clerical Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Please see Item M in this section for processing of unused sick leave balances upon termination of this Contract.

I. SALARY SAVINGS PLAN
Contractor shall be eligible to participate in the County’s 457(b) Salary Savings Plan per the plan document. Contractor shall not receive County match contributions with respect to participation in such Plan.

J. DEPENDANT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT
Contractor shall be eligible to participate in the County's DCAP and FSA Plans per the Plan documents. Contractor shall not receive any County match contributions with respect to participation in either Plan.

K. LEGALLY REQUIRED BENEFITS
Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, Military Leave, Time off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

L. SHORT TERM DISABILITY
Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Clerical Unit.

M. BENEFITS UPON TERMINATION OF CONTRACT
Contractor Separated from County Service
Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as employees in the Clerical Unit if eligibility requirements are met. If the eligibility requirements are not met at the time of separation, all unused sick leave shall be forfeited.
Contractor to Regular County Employment

In the event this Contract is terminated because Contractor is appointed to a regular position, without a separation from County employment, the employee shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits including, but not limited to, retirement system contributions, health benefits, and leave accrual rates 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, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in “Contractor Separated from County Service” above.

Contractor to New Contract Position

In the event the Contractor accepts another contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the contract position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in “Contractor Separated from County Service” above.

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 Executive Director, or his/her designee. The Executive Director, 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 work week without prior approval from the Executive Director, 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. WORKERS’ COMPENSATION AND LIABILITY COVERAGES

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. Contractor shall only receive those benefits as required by law.

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. The 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. This provision is satisfied if Contractor is a current employee who previously met the requirement of this provision.

F. DIRECT DEPOSIT

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

G. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

VI. REIMBURSEMENT AND INDEMNIFICATION

A. The Commission agrees to reimburse the County for total compensation cost of the employee.

B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County’s provision of the contracted personnel to the Commission.
VII. CONCLUSION

This Contract, consisting of nine (9) 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 ►
Janice Rutherford, Chair, Board of Supervisors
Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD
Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino.

By: ►
Deputy

By ►
Name Ofelia Pettengill
Title: Office Assistant II
Dated:

Address: Address on file

Approved as to Legal Form
Kenneth C. Hardy, Deputy County Counsel
Date

Reviewed by Contract Compliance
Regina Dalton, HS Contracts Unit
Date

Presented to BOS for Signature
Linda Haugan, Assistant Executive Officer for Human Services
Date
AGENDA ITEM 3
OCTOBER 23, 2013

Subject
Employment

Recommendations
Approve employment contract between the County of San Bernardino, Children and Families Commission, and Jennie Randolph, Accountant III, for an annual cost of $77,572 ($54,246 Salary, $23,326 Benefits), effective November 16, 2013.

(Presenter: Karen E. Scott, Executive Director, 387-1502)

Background Information
Approval of this item will allow the Commission to fill the Accountant III position to meet their staffing needs. On April 3, 2013, the Commission approved upgrading a vacant Accountant II position to an Accountant III position because the qualifications and duties required by the Commission were comparable to those of the current Accountant III job classification on file with Human Resources. At the same time, the Commission approved the cost of the Accountant III position to be included in the Commission’s 2013-14 budget. The contract will be effective November 16, 2013, remain in effect for one year, and automatically renew for one-year periods subject to termination provisions of the contract. The contract can be terminated by either party without cause upon 14 days written notice to the other party. The Accountant III position develops the Commission’s own financial statements with the support of ATC (Auditor-Controller/Treasurer/Tax Collector); advises officials and departmental personnel on accounting and fiscal actions and procedures; and conducts fiscal site visits of contracted service agencies and internal programs for financial and operational compliance.

The California Children and Families First Commission uses California’s tax on cigarettes and tobacco products to provide services for the State’s youngest residents and their families. The San Bernardino County Commission collaborates with the community and child serving agencies to fulfill their mission of promoting, supporting, and enhancing the health and early development of children prenatal through age five and their families.

Under a Board of Supervisors’ approved agreement, the County and the Commission maintain a cooperative working relationship to effectively and efficiently implement the Commission’s mission. The terms and conditions of the agreement require Human Services to provide the Commission with support for the administration of staff benefits, review and action of Board agenda items, review and action of personnel-related issues, and provide employment contract administration services. The Commission reimburses the County for the cost of these services.

On June 28, 2013, at the request of the Commission, Human Resources provided a certification list of eight qualified Accountant III applicants. Two Commission Supervisors and an Accountant Supervisor III from ATC conducted interviews on July 11 and July 16, 2013. A second round of interviews was conducted with the two top candidates by two Commission Supervisors on August 14, 2013. Based on the interviews, resumes, and references, Ms. Randolph was offered the position contingent upon Commission and Board approval. Ms. Randolph previously worked for the County of San Bernardino, Human Services Department, from 1985 to 2003.

Ms. Randolph holds a Bachelor’s Degree in Business Administration/Accounting and is a Certified Public Accountant. She has 18 years of accounting experience, including nearly five years as Supervising Accountant III in HS Auditing prior to her separating from County employment in 2003. Based on her education and experience, the Commission recommends Ms. Randolph begin employment at the

21
rate of $26.08 per hour.

Financial Impact
This item has no impact on Discretionary General Funding (Net County Cost). The annual cost of $77,572 is fully reimbursed by the Children and Families Commission’s (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission’s 2013-14 budget and will be included in future budgets.

Review
This item has been reviewed by Human Resources (Tammy Ballesteros, Human Resources Division Chief, Employment and Employee Relations, 387-5571) on September 26, 2013; Human Services Contracts (Regina Dalton, Acting Contracts Manager, 388-2041) on October 2, 2013; the Office of County Counsel (Kenneth C. Hardy, Deputy County Counsel, 387-5455) on September 27, 2013; Human Services Administration (Lynne Fischer, Administrative Analyst, 388-0253) on October 4, 2013;

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

Name
Jennie Randolph
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:
# TABLE OF CONTENTS

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR ......................................................... 3  
II. CONFLICT OF INTEREST .............................................................................................. 3  
III. TERM .......................................................................................................................... 3  
IV. COMPENSATION OF CONTRACTOR .......................................................................... 4  
V. GENERAL PROVISIONS RELATING TO CONTRACTOR ............................................. 6  
VI. REIMBURSEMENT AND INDEMNIFICATION ................................................................. 8  
VII. CONCLUSION ............................................................................................................ 8
I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as an Accountant III with the Children and Families Commission (Commission). Contractor shall work cooperatively with the staff of the Commission, performing a broad range of responsibilities including, but not limited to, the following:

A. Develop financial statements for the Commission.
B. Prepare a variety of detailed accounting, statistical and/or narrative financial statements or reports requiring analysis and interpretation.
C. Examine and analyze fiscal documents to ensure adherence to established internal controls; verify the accuracy of accounting records and transactions and effectiveness of record keeping systems.
D. Prepare or supervise technical and clerical personnel in the preparation of manual and computerized ledger entries, original entries, reconciliations, trial balances, and other fiscal record keeping work.
E. Make complex or difficult adjusting entries affecting several subsystems of a departmental accounting system.
F. Recommend the installation of new or revised accounting systems, procedures, and records.
G. Advise officials and departmental personnel on accounting and fiscal actions and procedures.
H. Assist in preparation of budgets and establish budgetary controls.
I. Conduct fiscal site visits of contracted service agencies and internal programs for financial and operational compliance; perform audits of limited scope.
J. Prepare and maintain records, files, and data, both electronically and non-electronically.
K. Provide fiscal-related, status, and other informative reports to management and appropriate staff and agencies in a timely manner.
L. Organize, coordinate, and complete assigned special projects.
M. Provide vacation and temporary relief as required.
N. 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 November 16, 2013, 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 or the Commission. Contractor shall serve at the pleasure of the County and the Executive Director, 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 only receive 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 $26.08 per hour. Contractor shall be evaluated and will be eligible to receive an approximate 2.5% step increase after 2,080 service hours upon approval of the appointing authority. Thereafter, Contractor shall be eligible to receive an approximate 2.5% step advancement on the first day of the pay period following the pay period in which the employee completes 2,080 service hours, up to a maximum of $33.28 per hour, based on a meets standards work performance evaluation. Contractor does not gain probationary or regular status during the term of this contract. Payment for services shall be made bi-weekly during the term of this contract under Section III.

B. OVERTIME

Overtime is defined as all hours actually worked in excess of forty (40) hours per work week. If Contractor is authorized by Executive Director, or designee, to work overtime, Contractor shall be eligible to receive Overtime compensation at one and one half (1 ½) times the Contractor’s regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating time off at premium hours. Cash payment at the Contractor’s base rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of contract.

C. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Administrative Services Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

Refer to Item M in this section for processing of leave balances upon termination of Contract.

D. 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 be eligible to receive the Medical Premium Subsidy (MPS) to offset the cost of health plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee’s Retirement Association. The applicable MPS shall be paid directly to the provider of the County-sponsored health plan in which the eligible employee has enrolled. In no case shall the MPS exceed the total cost of the health insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost). The MPS amounts are as follows: $166.89 per pay period for “employee only” coverage; $297.31 per pay period for “employee + 1” coverage, and $407.43 per pay period for “employee + 2” coverage.

Contractor shall be eligible to receive a Dental Premium Subsidy (DPS) in an amount up to $9.46 per pay period. The applicable DPS amount shall be paid directly to the provider of the County
sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

To be eligible for the MPS and DPS, Contractor must be scheduled for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours in a pay period.

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Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee-only coverage) if Contractor is scheduled and receives pay for at least forty-one (41) hours per pay period.

E. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as Administrative Services Unit employees. County paid life insurance will become effective and continue for each pay period in which the Contractor is paid for one half plus one of Contractor’s scheduled hours. For pay periods in which Contractor does not meet the paid hours requirement, Contractor shall have the option of continuing life insurance coverage at Contractor’s expense.

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

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

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Contractor shall participate in the County’s general employee retirement system during the term of this contract. Contractor shall pay the required employee contribution for the term of the contract. Contractor’s participation in the general retirement system shall be in accordance with the applicable terms of the California Public Employees’ Pension Reform Act of 2013 (Gov’t Code section 7522 et seq.).

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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;
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A. The Commission agrees to reimburse the County for total compensation cost of the employee.

B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County’s provision of the contracted personnel to the Commission.

VII. CONCLUSION

This contract, consisting of eight (8) 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 ►

Janice Rutherford, Chair, Board of Supervisors

Name Jennie Randolph

Title Accountant III

Dated: ______________________

By:

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

By: Deputy

Address: Address on file

Approved as to Legal Form

►

Kenneth C. Hardy, Deputy County Counsel

Reviewed by Contract Compliance

►

Regina Dalton, HS Contracts Unit

Presented to BOS for Signature

►

Linda Haugan, Assistant Executive Officer for Human Services

Date ______________________

Date ______________________

Date ______________________
## AGENDA ITEM 4
OCTOBER 23, 2013 4

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| **Recommendations** | Conduct public hearing for the Children and Families Commission of San Bernardino County Annual Audit for Program Year 2012-13.  
(Affected Districts: All)  
(Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 387-1505) |
| **Background Information** | The California Children and Families Act of 1998 ("Act") was passed as Proposition 10 by California voters in November 1998 and enacted by the State Legislature through California Health and Safety Code Sections 130100 -130155 and Revenue and Taxation Code Section 30131.  
Section 130150 of the Act requires every County Commission, on or before October 15 of each year, to “conduct an audit of, and issue a written report on the implementation and performance of, its functions during the preceding fiscal year."  
Section 130140 (a) (1) (G) additionally requires the County Commission to "conduct at least one public hearing prior to adopting any annual audit …".  
Vavrinek, Trine, Day & Co. LLP (VTD) conducted an audit of the First 5 San Bernardino Commission encapsulating all fiscal activity of the Commission for fiscal year 2012-13 and has developed an audit report as required by Section 130150.  
If applicable, audit findings will be presented which includes auditor’s recommendation and First 5 staff's response to the findings. |
| **Financial Impact** | None |
| **Review** | Regina Coleman, Commission Counsel |

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AGENDA ITEM 5
OCTOBER 23, 2013

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<tr>
<th>Subject</th>
<th>Annual Report for Fiscal Year 2012-13</th>
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<td>Background Information</td>
<td>The California Children and Families Act of 1998 (&quot;Act&quot;) was passed as Proposition 10 by California voters in November 1998 and enacted by the State Legislature through California Health and Safety Code Sections 130100 -130155 and Revenue and Taxation Code Section 30131. Section 130150 of the Act requires every County Commission, on or before October 31st of each year, to “issue a written report on the implementation and performance of, their respective functions during the preceding fiscal year.” Section 130140 (a) (1) (G) additionally requires the County Commission to “conduct at least one public hearing prior to adopting any . . . report.” The 2012-13 Annual Report has been compiled and is an account of the fiscal year that includes number of children and families served, priorities, activities, program highlights and overall accomplishments. The report also includes program and fiscal information and an analysis of services delivered based on the State’s Desired Results Areas – Improved Family Functioning, Improved Child Development, Improved Health and Improved Systems of Care.</td>
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<tr>
<td>Financial Impact</td>
<td>None</td>
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<td>Review</td>
<td>Regina Coleman, Commission Counsel</td>
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Report on Action as taken

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Fiscal Year 2012-2013

Children and Families Served

Children Served Fiscal Year 2012-2013

- Alaska Native/American Indian: 6%
- Asian: 1%
- Black/African American: 6%
- Hispanic/Latino: 6%
- Pacific Islander: 8%
- White: 66%

Total Number of Children: 26,768

Parents Served Fiscal Year 2011-2012

- Alaska Native/American Indian: 14%
- Asian: 23%
- Black/African American: 2%
- Hispanic/Latino: 1%
- Pacific Islander: 1%
- White: 53%
- Multiracial: 1%
- Other/Unknown: 1%

Total Number of Parents: 51,284

Annual Spending for Direct Services

- Improved Family Functioning: 32%
- Improved Child Development: 24%
- Improved Health: 31%
- Improved Systems: 13%

Total Spending: $20,500,094

Attachment for Agenda Item 5 – Annual Report 2012-2013
October 23, 2013 Commission Meeting
Pre-School

First 5 San Bernardino is proud to have provided a year round, full-day preschool experience for 293 children in Fiscal Year 2012-13. The commission contracted with five school districts throughout the county to provide these services which also included parent enrichment activities and a developmental screening and, as necessary, referrals for services related to developmental delays. This $1.7 Million investment provided each student with an average of 137 school days to better prepare them for entrance into Kindergarten in the fall of 2013. The target population for the initiative was 4 year olds with parents who either did not qualify for state or county subsidized pre-school due to household income or were on a waiting list for these programs that was so lengthy: the likelihood of having a comprehensive pre-school experience was minimal.

Healthy Cities

First 5 San Bernardino is proud of our first year investing in the Healthy Cities initiative for fiscal year 2012-13. Healthy Cities is a statewide initiative with participation from more than 75 cities and communities across California. Locally, efforts have been supported by the County of San Bernardino’s Department of Public Health since 2006 through a one-time grant designed to create healthy environments and promote healthy lifestyles.

The Commission awarded contracts to communities at various stages in the process of healthy community designation. The work they proposed was driven at the policy, community engagement and direct service levels. Areas of focus included healthy food access, obesity prevention and education, breastfeeding and safety.

Through these investments, it is the goal of First 5 San Bernardino to create an environment where children 0-5 and their families can be healthy, safe and thrive.
AGENDA ITEM 6
OCTOBER 23, 2013

Subject

Recommendations
Approve Amendment A1 to Contract EC007 with San Bernardino County Preschool Services (PSD) to allow advance payments in second and third year of contract. (Presenter: Karen Scott, Executive Director, 387-1502)

Background Information
Through the Investing in Children RFP Education investment, First 5 San Bernardino (F5SB) sought to implement high quality and developmentally appropriate early education experiences for children in San Bernardino County to ensure they enter school ready to learn.

San Bernardino County PSD was selected as a provider for full day preschool for children who would not otherwise have access to a preschool experience prior to entering kindergarten. Preschool Services Department (PSD) operates programs that provide services to Federal Head Start, Federal Early Head Start, and State Preschool. Federal Head Start and Early Head Start funds become available to PSD before program services are rendered and funds are accessible through electronic draw down as needed via Federal Payment Management System (PMS).

First 5 San Bernardino operates on a monthly reimbursement process. Contractors can receive advance payment, up to 15% in the first month of a new, typically (3) year funding cycle.

PSD received and repaid a 15% advance on Contract EC007 in FY 2012-13. The impact of the reimbursement process on this Federally funded program was recently discovered when PSD Administration realized that there was no provision for advance in the second and third year of the contract. Because First 5 funds are received as reimbursements on a monthly basis after services have been rendered, it would require that PSD use Federal funds to pay for First 5 program operating costs until the First 5 reimbursements are received.

Based on the Information Memorandum ACYF-IM-01-06 Financial Management Issues in Head Start Programs Utilizing Other Sources of Funding issued by the Health and Human Services-Administration for Children and Families on March 8, 2011, such borrowing is called inter-fund transfers, a practice that violates Federal grants regulations, leading to potential disallowance and may cause issues with further refunding of Federal grants.

Because the funding source for PSD is very different than that of the other preschool - early education contractors, First 5 recommends approval to allow the 15% advance of the total contract amount in FY 2013-14 and 2014-15 for Contract EC 007 A1 to mitigate any audit exceptions for the PSD program, to ensure that continued federal funding is not jeopardized, and to successfully continue to provide preschool services for First 5’s children outside of the Federal programs. Repayment of the advance would occur over an 8 month period in FY 2013-14 by withholding from monthly reimbursements. Recommended contract amendment does not change or increase the original amount approved by the Commission for Contract EC007.

Pending Commission approval of this contract amendment, First 5 will continue to support and enhance gains in early education for children in San Bernardino County to reach the goal that “Children enter school ready to learn”.

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Report on Action as taken

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

Legal Name (hereinafter called the Contractor)

San Bernardino County
Department/Division
Preschool Services Department
Address
662 South Tippecanoe Avenue
San Bernardino, CA 92415
Phone
(909) 383-2005
Federal ID No.

Program Address (if different from legal address):

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

SECTION V. FISCAL PROVISIONS

Paragraph B. Payment Provisions has been amended to read as follows:

The Commission will disburse funds on a reimbursement payment process based on the Contract budget amount for the applicable fiscal year and monthly report submissions.

Funds may be advanced if requested, for an amount up to, but not exceeding 15% of the Contract payment amount for Fiscal Years 2012-2013, 2013-14 and 2014-15. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period except for 2013-14 where reimbursements to recover the advanced funds will be adjusted over an 8 month period.
The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

All other terms and conditions of this contract remain in full force and effect.
AGENDA ITEM 7  
OCTOBER 23, 2013

**Subject**  
Extension of Lease and Rent Costs for November 2013

**Recommendations**  
Receive information about extension of lease and rent costs for November 2013  
(Presenter: Karen E. Scott, Executive Director, 387-1502)

**Background Information**  
On August 7, 2013, the Commission approved Contract # IC024, in the total amount of $3,335,013, as lease agreement for office space located at 735 Carnegie Drive, Suite 150, San Bernardino. The lease is effective November 1, 2013. The landlord offered free rent for 5 months over 5 years which reduced the square footage cost from $1.65 to $1.51 the first year. November 2013 was designated as a rent free month.

As is frequently the case in major office reconstruction and relocation projects, there is a delay in the move-in date for First 5 San Bernardino to the new location. The new projected move-in date for First 5 San Bernardino is December 1, 2013. The current landlord at 330 No. ‘D’ St. has agreed to a “hold over” thru November 30th based on the holding over provision of the lease agreement with the Commission.

The Three Carnegie Plaza landlord is on target for tenant improvements being completed as agreed and occupancy should have been available effective November 1, 2013. The delays are coming from the Information Technology (IT) side and ordering, delivery and set up of office furnishings. One particular challenge related to our IT needs was the requirement of a whole new telephone system and extensive wiring to support the systems as well as computers, audio visual tools, etc. The plans have been drawn now for completion of this work and it is anticipated to be in place by November 30, 2013 or alternative solutions applied. Related to furnishings, First 5 is mostly responsible for the delay, as selection plans had to be slashed and revised several times to accommodate the burgeoning IT costs and keep furnishings within budget. With selection and ordering now complete, the vendor for workstations and other furnishings has confirmed that the most critical components will arrive and be installed on or about November 1, and all other furnishings should be complete by November 30.

First 5 remaining at 330 No. ‘D’ Street for an additional month necessitates payment of rent in the amount of $18,089. This negates the savings the Commission expected due to vacating 330 No. ‘D’ St and no rent payment for November 2013 at 735 Carnegie. The unexpected rent expense is however absorbable in the Commission’s FY 2013-14 administrative budget as that line item was set and adopted with contingency funds included.

**Financial Impact**  
Fiscal Year 2013-14 in the amount of $18,089 from Operations Budget – Rents/Leases

**Review**  
Regina Coleman, Commission Counsel
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