

Chair
Linda Haugan

Vice-Chair
Maxwell Ohikhuare, M.D.

Executive Director
Karen E. Scott



Commissioners
Josie Gonzales
Margaret Hill
Ron Powell
Paul Vargas
Elliot Weinstein, M.D

Agenda: Children and Families Commission 09-2015

735 East Carnegie Drive, Suite 150, San Bernardino, California 92408

Meeting date, time, and place September 2, 2015 – 3:30 p.m.
First 5 San Bernardino
Commission Conference Center

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

Special Presentation “Real Cost of Living” by Greg Bradbard, President and CEO, Inland Empire United Way

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 Margaret Hill, Chair

Report Executive Director’s Report by Karen E. Scott

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

Item No.	CONSENT
1	Approve Minutes of August 5, 2015 Commission Meeting (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

The agenda and supporting documents are available for review during regular business hours at First 5 San Bernardino, 735 East Carnegie Drive, Suite 150, San Bernardino, California 92408.

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.

Agenda: Children and Families Commission 09-2015

September 2, 2015

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2	<ol style="list-style-type: none">1. Approve employment contracts between the County of San Bernardino, Children and Families Commission, for the three-year period of September 19, 2015 through September 18, 2018, with options to extend the term of the contracts for a maximum of three successive one-year periods at the discretion of the Assistant Executive Officer for Human Services, with the following:<ol style="list-style-type: none">a. Tammy Jacobe, Office Assistant II, for an annual cost of \$41,340 (\$27,560 Salary, \$13,780 Benefits).b. Walid Wahba, Accountant II, for an annual cost of \$73,946 (\$50,648 Salary, \$23,298 Benefits).2. Direct the Assistant Executive Officer for Human Services to transmit all documents in relation to contract extensions to the Clerk of the Board within 30 days of execution. (Presenter: Karen E. Scott, Executive Director, 252-4252)
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Item No.	DISCUSSION
3	Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Strategic Plan for Fiscal Years 2015-2020 to acknowledge minor revisions, which will be active for the remainder of Fiscal Year 2015-2016. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
4	Repeal of CFC SB 04-01 A3 Community Investments Policy. (Presenter: Karen E. Scott, Executive Director, 252-4252)
5	Adopt Amendment No. 5 to CFC SB 04-04 Procurement Policy to provide clarity and align with procedures and practice. (Presenter: Karen E. Scott, Executive Director, 252-4252)

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 at First 5 San Bernardino

October 21, 2015
(Third Wednesday in October)
3:30 p.m.



**CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: September 2, 2015**

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)

Item No.	Agenda Item/Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
1	N/A	N/A	N/A	
2	N/A	N/A	N/A	
3	N/A	N/A	N/A	
4	N/A	N/A	N/A	
5	N/A	N/A	N/A	



www.first5sanbernardino.org

Minutes: Children and Families Commission Meeting

735 East Carnegie Drive, Suite 150, San Bernardino, California 92408

Meeting Date, Time and Location August 5, 2015
3:30 p.m.
Chair Haugan called the meeting to order at 3:39 p.m.

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

Special Presentation None

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

- Josie Gonzales
- Linda Haugan
- Margaret Hill
- Ron Powell
- Paul Vargas
- Elliot Weinstein, M.D.

Staff Present

- Karen E. Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Ann M. Calkins, Executive Assistant
- Debora Dickerson-Sims, Administrative Supervisor II
- Staci Scranton, Supervising Office Assistant
- Mary Jaquish, Supervisor
- Scott McGrath, Supervisor
- Sophie Akins, Commission Counsel
- Mary Alvarez, Staff Analyst II
- Chrystina Smith-Rasshan, Staff Analyst II

- Leslie Fountain, Media Specialist II
- William Kariuki, Staff Analyst II

**Report –
Margaret Hill
Advisory
Committee
Chair**

On July 24th, an Advisory Subcommittee comprised of members representing Family Support, Child Health and Early Learning convened to discuss the proposal presented by Dr. Al Karnig entitled “Learning Initiative for ZERO to 36 Month Children.”

The proposal was analyzed regarding alignment with the First 5 San Bernardino Strategic Plan and recent procurements. Members were asked for their input and response to the proposal.

Members acknowledged:

- the need to address the word gap crisis; and
- supported the concept of a strategy to reach parents to improve literacy skills for children, especially those who are isolated and/or in poverty.

Supporting First 5’s role as Convener/Leader, members recommend and would like to meet with Dr. Karnig and his partners to discuss how to work together, collaborate, and connect existing resources that might support the Learning Initiative for ZERO to 36 Month Children. We would like this to occur at the next full Advisory Committee meeting which is scheduled for August 20, 2015. Planning is underway to ensure relevant stakeholders will be in attendance.

**Report –
Karen E. Scott
Executive
Director**

First 5 San Bernardino is promoting the “Talk, Read, Sing” campaign and incorporating it in their annual literacy events. First 5 has applied for the first phase of IMPACT Funding (Improve and Maximize Programs so All Children Thrive). This is an innovative approach that forges partnerships between First 5 California and counties to achieve the goal of helping children ages 0 to 5 and their families thrive by increasing the number of high-quality early learning settings, including supporting and engaging families in the early learning process.

At the July Association meeting, First 5 California Commission Chair George Halvorson shared a book he wrote entitled “Three Key Years: Talk - Read - Play - Sing To Support & Help Every Child in America”.

Mr. Halvorson recently wrote an op-ed piece for the San Francisco Chronicle entitled “Talk To Your Baby For The Best Future.” The article stressed the importance of talking to children in their early years which can help close the gap in academic achievements and, in turn, produce a generation of healthier, better-prepared adults.

**Changes to the
Agenda**

No changes

Consent

A motion was made by Commissioner Hill and seconded by Commissioner Vargas to approve the Consent Item. Commissioner Gonzales abstained. With Commissioner Ohikhuare absent, an abstention by Commissioner Gonzales and without further comment or objection, motion carried by unanimous vote.

Item No.	CONSENT
1	Approve minutes of July 8, 2015 Commission Meeting (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

Item No.	DISCUSSION
2	<p>Authorize Executive Director to execute a one (1) year contract for Fiscal Year 2015-2016 with Prevent Child Abuse California (PCA CA) in an amount not to exceed \$74,200 as a funding match for four (4) AmeriCorps service member positions to provide school readiness services. (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)</p> <p><u>Discussion</u> Commissioner Hill asked if the AmeriCorps members are going to different schools or continue the work that was started in the current school sites. Ms. Alvarez stated they will continue in some of the sites that were served in the 2014-2015 school year. One member will return for a third term and three new members are expected to start.</p> <p>Commissioner Gonzales asked that the item be amended to reflect a list of schools involved and requested data regarding results of the program. She also asked how the school sites were identified. Ms. Alvarez answered that First 5 has an MOU in place with Preschool Services Department who, in turn, provides a list of schools whose students are identified as lacking numeracy, literacy and social building skills. Since the AmeriCorps workers are serving in a volunteer capacity and wish to serve in their community, the members are matched as close as possible to a school site in their geographic region.</p> <p><u>Public Comment</u> None</p> <p>With the amendment noted, a motion was made by Commissioner Gonzales and seconded by Commissioner Hill to approve Agenda Item 3. With Commissioner Ohikhuare absent, and without further comment or objection, motion carried by unanimous vote.</p>
3	<p>Terminate the procurement process, rejecting all proposals for the Healthy Communities Initiative (HCI) Request for Proposals (RFP 15-02). (Presenter: Karen E. Scott, Executive Director, 252-4252)</p> <p><u>Discussion</u> Commissioner Hill asked if there will be another procurement opportunity. Ms. Scott answered no, however, the strategy will be revisited.</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Gonzales and seconded by Commissioner Vargas to approve Agenda Item 3. With Commissioner Ohikhuare absent and without further comment or objection, motion carried by unanimous vote.</p>

Item No.	INFORMATION
4	<p>Receive information on completion of the design of the Family Development Matrix (FDM) to be used in the Family and Community Support and Partnerships child abuse prevention initiative. (Presenter: Scott McGrath, Supervisor, 252-4259)</p> <p><u>Discussion</u> Chair Haugan asked if other county departments were involved. Mr. McGrath answered that Children’s Fund, Preschool Services Department, Public Health Department, Children and Family Services, and Children’s Network all assisted in and were integral in the development.</p> <p>Commissioner Gonzales asked what role does the non-profits, FBO’s NPO’s, CBO’s have and will they be able to provide or benefit from this information as well. Mr. McGrath stated that this information is geared towards these groups and that they need to reach out to the higher level of folks who will be managing these initiatives. These groups will also be trained. Commissioner Gonzales asked what media outlets are being used to inform them of the services and the opportunity to gain access. Mr. McGrath explained that data first must be gathered to show that the program works efficiently. Usable data will be available in the next five months. Most likely, a years’ worth of data will be needed to sufficiently evaluate the program.</p> <p>Commissioner Gonzales suggested having one or two agencies volunteer in a pilot program. Commissioner Powell asked if this is designed to measure outcomes. Mr. McGrath stated the program was designed to structure case management. The data coming in will show outcomes, however, the true outcomes of the initiative will be measured on the nurturing parenting side.</p> <p>Commissioner Hill asked how often the Commission will receive a progress report. Mr. McGrath stated as soon as compelling data is ready he will share it with the Commission.</p>
5	<p>Receive information regarding Application Phase 1 for the First 5 IMPACT (Improve and Maximize Programs al All Children Thrive) Program, a First 5 California Quality Rating and Improvement System collaborative and funding opportunity for Fiscal Years 2015-2016 through 2019-2020. (Presenter: Chrystina Smith-Rasshan, Staff Analyst II, 252-4267)</p> <p><u>Discussion</u> Chair Haugan asked that the additional departments collaborating in this effort be recognized and they are: San Bernardino County Superintendent of Schools, Cal State San Bernardino, Preschool Services Department, Transitional Assistance Department, Department of Behavioral Health, and Department of Public Health.</p>
6	<p>Receive information regarding the development of Policy and Advocacy Assets by First 5 CA and the First 5 Association. (Presenter: Karen E. Scott, Executive Director, 252-4252)</p>

7	<p>Receive information regarding the 2015/2016 CA State Budget Overview and summary of legislative bills of interest to First 5 Commissions.</p> <p><u>Discussion</u> Commissioner Powell asked if there are any areas that have been flagged and should be tracked. Ms. Scott stated this happens collectively, however, this illustrates that F5SB needs to have their own advocacy group to be aware of what bills are going through the process. Commissioner Vargas inquired about e-cigarette status. Ms. Scott answered that is still going through a review process. Commissioner Vargas commented that the Commission have a position on mandatory vaccines for children. Chair Haugan stated that the advocacy process should first be established whereby recommendations could be made to the Commission. Chair Haugan stated as private citizens, the Commissioners can vote on whatever they like. Commissioner Gonzales suggested that the legislative analyst report to the Commission any pros and cons in moving forward on a certain bill.</p> <p>Commissioner Powell asked what the proper process is for Commissioners to agendize certain items or issues that may arise. Ms. Scott stated all requests should come through her office and she will ensure the item is noted on the agenda.</p>
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Public Comment None

Commissioner Roundtable None

Adjournment Without further comment or objection, the meeting adjourned at 4:28 p.m.

Next meeting at First 5 San Bernardino September 2, 2015
3:30 p.m. to 5:00 p.m.

Attest

Linda Haugan, Chair

Ann M. Calkins, Commission Secretary



**AGENDA ITEM 2
SEPTEMBER 2, 2015**

Subject	Employment Contracts – Walid Wahba, Accountant II and Tammy Jacobe, Office Assistant II
Recommendations	<ol style="list-style-type: none">1. Approve employment contracts between the County of San Bernardino, Children and Families Commission, for the three-year period of September 19, 2015 through September 18, 2018, with options to extend the term of the contracts for a maximum of three successive one-year periods at the discretion of the Assistant Executive Officer for Human Services, with the following:<ol style="list-style-type: none">a. Tammy Jacobe, Office Assistant II, for an annual cost of \$41,340 (\$27,560 Salary, \$13,780 Benefits).b. Walid Wahba, Accountant II, for an annual cost of \$73,946 (\$50,648 Salary, \$23,298 Benefits).2. Direct the Assistant Executive Officer for Human Services to transmit all documents in relation to contract extensions to the Clerk of the Board within 30 days of execution. <p>(Presenter: Karen E. Scott, Executive Director, 252-4252)</p>
Financial Impact	The total annual cost of \$115,286 is fully reimbursed by the Children and Families Commission’s (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission’s 2015-16 budget and will be included in future recommended budgets.
Background Information	<p>The Commission has a vacancy for one Office Assistant II and one Accountant II position. The Office Assistant II performs clerical duties and receives, processes, and directs incoming telephone and mail communications. The Accountant II prepares financial statements, examines and analyzes fiscal documents, and prepares accounting entries. The proposed employment contracts will fill the vacant positions, effective September 19, 2015, for an initial three-year term. The contracts authorize the Assistant Executive Officer for Human Services, as the appointing authority, with discretion to modify the term as follows: 1) Amend the contract to extend the term for a maximum of three successive one-year periods, 2) Terminate the contract at any time without cause with a 14-day prior written notice to the other parties, and 3) Terminate the contract immediately for just cause.</p> <p>On January 23, 2001 (Item No. 59), the Board of Supervisors (Board) approved Contract No. 01-50 with the Commission to maintain a mutually cooperative working relationship to effectively and efficiently implement the Commission’s mission. The terms and conditions of the agreement require Human Services (HS) to provide the Commission with support for the administration of staff benefits, review and act on Board agenda items and personnel-related issues, and provide employment contract administration services. The agreement has been amended several times to revise language regarding services or to add services provided by the County. The Commission reimburses the County for the cost of these services.</p> <p>At the request of the Commission, County Human Resources provided a certification list for the Office Assistant II position. Of the 41 who applied, 15 were invited to interview with four candidates willing to participate in the interview process. The two-member interviewing panel consisted of a Commission Supervisor and</p>

Supervising Office Assistant. Based on the interview and resume, Tammy Jacobs was offered the Office Assistant II position. Based on his past experience and pending Commission approval, First 5 staff recommends a starting hourly rate of \$13.25.

The Commission recommends filling the Accountant II position through a re-hire of a former Commission employee who previously held the Accountant II position for three years until October 2014. In this capacity, Walid Wahba utilized the County's Financial Accounting System (FAS), performed account analysis, reconciled payments, maintained vendor files, and processed check requests. Based on his past experience and pending Commission approval, First 5 staff recommends a starting hourly rate of \$24.35.

Review

This item has been reviewed by (Mark DeBoer, Human Resources Employee Relations Division Chief, 387-5564) on August 10, 2015; Human Services Contracts (Regina Dalton, Contracts Manager, 388-0241) on August 14, 2015; County Counsel (Cynthia O'Neill, Deputy County Counsel, 387-5455) on August 6, 2015; Human Services Administration (Lynne Fischer, Administrative Analyst, 388-0253) on August 21, 2015; Finance (John Hallen, Administrative Analyst, 388-0208) on August 21, 2015; and County Finance and Administration (Art Gomez, Deputy Executive Officer, 388-0280) on August 27, 2015.

Report on Action as taken
Action:
Moved: _____ Second: _____
In Favor:
Opposed:
Abstained:
Comments: _____
Witnessed:



F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number		
<input type="checkbox"/> Change	ePro Vendor Number						ePro Contract Number	
<input type="checkbox"/> Cancel	County Department		Dept.	Orgn.	Contractor's License No.			
		Human Services	903	ADMI				
		County Department Contract Representative	Telephone		Total Contract Amount			
		Sal Curasi	(909)388-0202		\$13.25/hour			
Contract Type								
<input type="checkbox"/> Revenue		<input type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input checked="" type="checkbox"/> Other:		
If not encumbered or revenue contract type, provide reason:				Employment Contract				
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
		September 19, 2015	September 18, 2018	\$13.25/hour	\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount		
RRC	903	ADMI	100	1010		\$13.25/hour		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Project Name			Estimated Payment Total by Fiscal Year					
Children and Families			FY	Amount	I/D	FY	Amount	I/D
Commission								
Office Assistant II								

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

Name Tammy Jacobe hereinafter called Contractor

Address _____
Address on file _____

Telephone _____ Federal ID No. or Social Security No. _____
() - _____

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County and the Commission desire 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 Commission;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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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:

- 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 September 19, 2015 and shall remain in effect through September 18, 2018, subject to the termination provisions below. The Assistant Executive Officer for Human Services is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of three successive one-year periods. 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. Contractor shall serve at the pleasure of the appointing authority, 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 receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment Contract of Contractor.

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$13.25 per hour not to exceed 40 hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% after 2,080 service hours and upon approval of the appointing authority, up to a maximum of

\$16.89, 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 specified in Section III of this Contract.

B. OVERTIME

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. 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 (1½) 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, Vacation.

Refer to Item O in this Section for processing of leave balances upon termination of this Contract.

D. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) to offset the cost of medical 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 medical plan in which the eligible Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost). Contractor shall receive the following MPS amounts, as applicable: \$194.90 per pay period for "employee only" coverage; \$334.57 per pay period for "employee + 1" coverage; and \$473.43 per pay period for "employee + 2" coverage.

If enrolled in a County sponsored medical plan and all other Plan eligibility requirements are met, 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 Flex Dollars if Contractor chooses to "opt-out" or "waive" from the County-sponsored health plans.

E. VISION CARE INSURANCE

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.

F. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the Clerical Unit. 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 their regularly 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.

G. ACCIDENTAL DEATH AND DISMEMBERMENT

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.

H. EXPENSE REIMBURSEMENT

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

I. 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.).

J. 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.

Refer to Item O in this section for processing of unused Sick Leave balances upon termination of this Contract.

K. DEFERRED COMPENSATION

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.

L. DEPENDENT 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.

M. 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.

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

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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 eligibility requirements are not met at the time of separation, 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 County position without a break in service, the Contractor 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 County 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 shall be distributed as outlined in "Contractor Separated from County Service" above.

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1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
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Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section III above.

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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 or Contractor who previously met the requirements of this provision.

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Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

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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

► _____
James Ramos, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

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

By _____
Deputy

By ► _____
(Authorized signature - sign in blue ink)

Name Tammy Jacobe
(Print or type name of person signing contract)

Title Office Assistant II
(Print or Type)

Dated: _____

Address Address on file

Approved as to Legal Form

► _____
Cynthia O'Neill, Deputy County Counsel

Date _____

Reviewed by Contract Compliance

► _____
Regina Dalton, Contracts Unit

Date _____

Presented to BOS for Signature

► _____
Linda Haugan, Assistant Executive Officer for Human Services

Date _____



F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number		
<input type="checkbox"/> Change	ePro Vendor Number						ePro Contract Number	
<input type="checkbox"/> Cancel	County Department		Dept.	Orgn.	Contractor's License No.			
		Human Services	903	ADMI				
County Department Contract Representative				Telephone	Total Contract Amount			
Sal Curasi				(909)388-0202	\$24.35/hour			
Contract Type								
<input type="checkbox"/> Revenue		<input type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input checked="" type="checkbox"/> Other:		
If not encumbered or revenue contract type, provide reason:				Employment Contract				
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
		September 19, 2015	September 18, 2018	\$24.35/hour	\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount		
RRC	903	ADMI	100	1010		\$24.35/hour		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Project Name			Estimated Payment Total by Fiscal Year					
Children and Families			FY	Amount	I/D	FY	Amount	I/D
Commission			_____	_____	_____	_____	_____	_____
Accountant II			_____	_____	_____	_____	_____	_____

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

Name
Walid Wahba hereinafter called Contractor

Address
Address on file

Telephone Federal ID No. or Social Security No.
() -

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County and the Commission desire 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 Commission;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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III.	TERM.....	4
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VI.	REIMBURSEMENT AND INDEMNIFICATION	8
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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as an Accountant II with Children and Families Commission (Commission). Contractor shall work cooperatively with the staff of the Commission under the direction of the Executive Director, performing a broad range of duties, including, but not limited to:

- A. Prepare a variety of detailed accounting, statistical, and/or narrative financial statements or reports requiring analysis and interpretation.
- B. 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.
- C. 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.
- D. Make complex or difficult adjusting entries affecting several subsystems of a departmental accounting system.
- E. Recommend the installation of new or revised accounting systems, procedures, and records.
- F. Advise officials and departmental personnel on accounting and fiscal actions and procedures.
- G. Assist in preparation of budgets and establish budgetary controls.
- H. Conduct fiscal site visits of contracted service agencies and internal programs for financial and operational compliance; perform audits of limited scope.
- I. Prepare and maintain record, files, and data both electronically and non-electronically.
- J. Provide fiscal related status and other informative reports to management and appropriate staff and agencies in a timely manner.
- K. Perform other special projects and duties as assigned.
- L. Provide vacation and temporary relief as required.
- M. 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 September 19, 2015 and shall remain in effect through September 18, 2018, subject to the termination provisions below. The Assistant Executive Officer for Human Services is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of three successive one-year periods. 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. Contractor shall serve at the pleasure of the appointing authority, 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 receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment Contract of Contractor.

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$24.35 per hour not to exceed 40 hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% after 2,080 service hours and upon approval of the appointing authority, up to a maximum of \$29.59, 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 specified in Section III of this Contract.

B. OVERTIME

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. 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 (1½) 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, Vacation.

Refer to Item O in this Section for processing of leave balances upon termination of this Contract.

D. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium

Subsidy (MPS) to offset the cost of medical 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 medical plan in which the eligible Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost). Contractor shall receive the following MPS amounts, as applicable: \$194.90 per pay period for "employee only" coverage; \$334.57 per pay period for "employee + 1" coverage; and \$473.43 per pay period for "employee + 2" coverage.

If enrolled in a County sponsored medical plan and all other Plan eligibility requirements are met, 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 Flex Dollars if Contractor chooses to "opt-out" or "waive" from the County-sponsored health plans.

E. VISION CARE INSURANCE

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.

F. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the Administrative Services Unit. 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 their regularly 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.

G. ACCIDENTAL DEATH AND DISMEMBERMENT

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.

H. EXPENSE REIMBURSEMENT

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

I. 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.).

J. 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 Administrative Services 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.

Refer to Item O in this section for processing of unused Sick Leave balances upon termination of this Contract.

K. DEFERRED COMPENSATION

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.

L. DEPENDENT 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.

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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.

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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, leave accrual rates and 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 distributed as outlined in "Contractor Separated from County Service" above.

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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

► _____
James Ramos, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

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

By _____
Deputy

By ► _____
(Authorized signature - sign in blue ink)

Name Walid Wahba
(Print or type name of person signing contract)

Title Accountant II
(Print or Type)

Dated: _____

Address Address on file

Approved as to Legal Form

► _____
Cynthia O'Neill, Deputy County Counsel

Date _____

Reviewed by Contract Compliance

► _____
Regina Dalton, Contracts Unit

Date _____

Presented to BOS for Signature

► _____
Linda Haugan, Assistant Executive Officer for Human Services

Date _____



**AGENDA ITEM 3
SEPTEMBER 2, 2015**

Subject	Strategic Plan for Fiscal Years 2015-2020
Recommendations	Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Strategic Plan for Fiscal Years 2015-2020 to acknowledge minor revisions which will be active for the remainder of Fiscal Year 2015-2016. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
Financial Impact	None
Background Information	<p>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.</p> <p>Section 130140 (a)(1)(D), (E)&(F) requires the County Commission to "review and/or adopt a new or revised county strategic plan, conduct the required public hearing and submit the adopted plan and any revisions to the State Commission" by July 1st of each year. This was last conducted in June 2015.</p> <p>The current Strategic Plan investment areas are defined as Strategic Priority Areas (SPA's):</p> <ul style="list-style-type: none"> • SPA 1: <u>Children and Families</u> Goals: (1) Child Health, (2) Early Learning and (3) Family Support • SPA 2: <u>Systems and Network</u> Goals: (1) Leadership as a Convener and Partner, (2) Capacity Building <p>It has been determined that the current Strategic Plan as presented and approved by the Commission on June 3, 2015 is a reliable resource and properly reflects the Commission's current Vision and Mission. However, First 5 Staff recommends the following minor revisions to the plan:</p> <ul style="list-style-type: none"> • Add Commissioner listing to the back page of the plan. • Change opening sentence on page 10 from "The SPW..." to "The Strategic Plan Workshop...." • Make correction on page 12 from "1.1a" to "1.2a" under Goal 1.2 Early Learning. • Change the text on page 13 from "N of" to "# of". <p>Upon completing this Public Hearing, the Strategic Plan with included minor revisions will be posted, printed and utilized for the remainder of Fiscal Year 2015-2016 and will satisfy the Commission's requirements of California Health and Safety Code Sections 130100 -130155 and Revenue and Taxation Code Section 30131 for this period.</p>
Review	Sophie Akins, Commission Counsel

Report on Action as taken
Action:
Moved: _____ Second: _____
In Favor:
Opposed:
Abstained:
Comments: _____
Witnessed:



**AGENDA ITEM 4
SEPTEMBER 2, 2015**

Subject	CFC SB 04-01 A3 Community Investments Policy
Recommendations	Repeal of CFC SB 04-01 A3 Community Investments Policy (Presenter: Karen E. Scott, Executive Director, 252-4252)
Financial Impact	None
Background Information	<p>In January 2000, Commission Bylaws were established that included under Article VII – Business and Fiscal, Section 4- that policies and procedures for the conduct of the Commission’s business would be adopted.</p> <p>In February 2004, a Community Initiatives Policy (04-01) was adopted by the Commission to incorporate flexibility and responsiveness in providing quality services for children prenatal through age five and their families, while concurrently ensuring optimal use of the limited resources of public funds.</p> <p>This policy considered projects and unsolicited proposals submitted by external agencies as Community Initiatives and sought to establish guidelines for their submission and consideration so to assess their potential for providing effective, integrated and innovative services to the children and their families.</p> <p>The Commission recognized that creative approaches, new research developments and unforeseen needs may arise outside regular program or procurement cycles. At the same time, the Commission wanted to ensure that any process that led to the commitment of program resources was conducted in a fair and objective manner.</p> <p>Community Initiatives were meant to be of short duration (of less than six months) and requesting funding in an amount not to exceed \$250,000. Any project requiring funding from First 5 San Bernardino (F5SB) in an amount over \$250,000 would not be eligible for consideration.</p> <p>Guidelines for the submission of Community Initiatives were to be developed and released by the Commission. The Executive Director was authorized to make modifications, corrections and any revision required due to change in law, regulation or Commission directive, as long as the amended Guidelines remained within the scope of the Community Initiatives Policy. The Executive Director was to inform the Commission when any such changes to the Guidelines was made and the revised guidelines would be annotated with the date of release.</p> <p>In April 2005, the Community Initiatives Policy became the Community Investments Policy (04-01A1). This policy amendment reduced funding consideration to an amount not to exceed \$100,000 and proposed that a scheduled cycle would be established at the beginning of each fiscal year, as an open- period in which proposals could be received from the community and considered for funding based on the criteria set forth.</p>

In October 2005, the Community Investments Policy was amended, becoming (04-01A2), and did not distinguish “unsolicited proposals” as a separate type of submission that would be accepted. Proposals were to be received during open-period cycles, and considered for funding based on the specific criteria set forth as well as two primary strategies: Solicited Proposals and Participatory Action Research. With both strategies, the proposals submitted were required to be aligned with the emphasis and focus of F5SB and link with the Commission’s expected outcomes.

In December 2009, Amendment No. 3 was approved to the Community Investments Policy 04-01, becoming (04-01A3), to reflect an increase in the maximum investment amount from \$100,000 to \$250,000, and to restructure the application process and again acknowledge unsolicited applications.

The revisions more accurately reflected the intent of the policy and the processes involved in allocating Community Investment resources. The policy focused on two primary methods of accepting Community Investment applications:

1. **In response to a Request for Applications** for Targeted or Innovative services.
 - (a) **Targeted** - Addressing gaps of services in Strategic Plan and unmet or high needs identified by F5SB. The identification of these needs based on community input and the assessment of current investments of F5SB.
 - (b) **Innovative** – New opportunities addressing an unmet need not previously identified by F5SB.
2. **Unsolicited Application** – An application submitted on the initiative of the organization concerning a time-sensitive unmet immediate need.

Project funding timelines could not exceed 12 months.

A period for accepting applications or otherwise funding such Community Investments as per this policy has not occurred since 2004 despite all of the amendments and attempts to adapt the policy and align procedures. Within the organization’s functional process, the Commission’s separate Procurement Policy is sufficient to address any and all procurement issues including the release of funding and receiving requests for funding.

The current F5SB Procurement Policy is aligned with the Commission’s actual operating procedures. It allows for adaption based on innovation, best practices, collaborative ventures, leveraged funding opportunities (Federal, State, local) and community and Advisory Committee input. It aligns with the Strategic Plan, that supports long-range financial planning taking into consideration declining revenue and funding for outcomes in a more strategic and narrowed manner than in the Commission’s early days. The Procurement Policy will be reviewed anew and any recommended amendments shall be brought before the Commission for approval to ensure all aspects of procurement are addressed and all authorized approaches are reflected.

It is the recommendation that Community Investment Policy (04-01A3) be repealed and no longer used with the Children and Families Commission - First 5 San Bernardino related to funding decisions.

Review

Sophie Akins, Commission Counsel

Report on Action as taken
Action:
Moved: _____ Second: _____
In Favor:
Opposed:
Abstained:
Comments: _____
Witnessed:



**AGENDA ITEM 5
SEPTEMBER 2, 2015**

Subject	CFC SB 04-04 Procurement Policy 04-04 A5
Recommendations	Adopt Amendment No. 5 to CFC SB 04-04 Procurement Policy to provide clarity and align with procedures and practice. (Presenter: Karen E. Scott, Executive Director, 252-4252)
Financial Impact	None
Background Information	<p>The Children and Families Commission – First 5 San Bernardino (F5SB) has long adopted a Procurement Policy to guide and support its work related to the procuring and funding of goods and services.</p> <p>In the past, a Community Investment Policy, that has undergone several iterations, was somewhat linked to the Procurement Policy in that it proposed an application process as a means to optimize innovation, integration, and collaboration of services in meeting the unmet needs of children prenatal through age five and their families. At its last amendment, Community Investments applications could be considered for an amount up to but not exceeding \$250,000 and for a project funding timeline not to exceed 12 months. Requests for Applications would be issued during scheduled cycles through the year, subject to funding availability. Unsolicited applications could be submitted and considered for time-sensitive unmet immediate needs. The reality is that the Community Investment Policy has not been used for 10 years as the purpose and practice of investing in communities for projects and services for children ages 0-5 and their families occurs through the implementation of the Commission’s adopted Strategic Plan, Long Range Financial Plan and Procurement Policy. Recommendation has been submitted to the Commission for approval to repeal the Community Investment Plan and operate solely within the Procurement Policy.</p> <p>The Procurement Policy (04-04 A4) being implemented by the Commission indicates that the preferred method for procurement of goods and services is through a competitive process, however, non-competitive procurements may be used to maintain flexibility pursuant to the conditions set forth, i.e. – Unsolicited: Initiated by a written proposal for a time-sensitive or innovative idea that is submitted by an agency and is not in response to procurement by F5SB. The current Procurement Policy (04-04 A4) states that such proposals can be considered only if submitted in accordance with the guidelines in the Community Investments Policy. As the Community Investment Policy is being repealed, the Procurement Policy must be amended to revise and clarify the procurement process.</p> <p>Just as other Commissions across the state have done, F5SB has implemented the Prop 10 program for nearly 16 years, completing research, collecting data, demonstrating and recording outcomes, creating and supporting collaboratives, leveraging funding, and otherwise building an effective and efficient system of care for children prenatal through age five and their families. The Commission is now well versed in how to effectively and efficiently provide for and contribute to this goal. As First 5 Commissions face the reality of declining revenue but ever consistent need, it is more important than ever to capitalize on limited resources to create optimal</p>

benefit – a return in the form of human gain. This has been determined to occur when systems are supported rather than individual programs or services. The Commission, Advisory Committee and F5 staff are extensively analyzing and preparing to define what “systems support” will ultimately mean to the Commission, community and stakeholders relative to funding approaches.

In the meantime, it is important to begin sharing that message of an intent to support systems and that is being recommended to be added to the Procurement Policy (04-04 A5) under Policy Guidelines.

Regarding further amendments to the Procurement Policy (04-04 A5):

The Policy Guidelines, numbered 1-5 do not change.

Under Guideline #6, - the action of “Request for Qualifications” is added.

Under Guideline #7, “and systems support” is added.

Also under Guideline #7, referring to Competitive Procurements – This will not change and will be supported through the methods of Venture, Formal, Bid, Solicitation, Researched and Shared. The Venture method adds clarity that it may be used in similar instances as the Selected and Collaborative procurements as described under non-competitive, but would require a specifically designed Request for Applications (RFA), thus rendering it a competitive process.

Under Guideline #9, Non-Competitive Procurements will be supported through the methods of Unsolicited, Selected, Collaborative, Continuing and Sole Source.

Unsolicited is further defined for clarity and to align with practice. This may be submitted by written proposal for a time-sensitive or innovative idea, not in response to actively funded or pending procurement by First 5 San Bernardino. Such proposals can be considered only if they clearly align with the objectives of the Commission’s Strategic Plan, and clearly define and can deliver on an unmet need which the Commission seeks to support as a priority. Acceptance of and consideration of unsolicited proposals shall be subject to the discretion of the Executive Director.

The Selected non-competitive procurement method is further clarified that the method may occur to support “place-based” initiatives or specific solicitation by the Commission, of services or support via a collaborative-like venture to meet a prioritized need or fill a gap in services deemed critical for a specific community, population or organization or to leverage funding or assets to meet requirements for applications for Federal, State, local, (i.e. foundation) grant opportunities.

The Collaborative non-competitive procurement adds clarity that the roles and expectations will be captured via Memorandum of Understanding/contractual agreement.

Upon adoption of recommended amendments to Procurement Policy (04-04 A5), the Commission can continue to obtain the best value when procuring for goods and services, while concurrently upholding the public trust in a direct and honest environment and maintaining an equitable balance of flexibility and impartiality.

Any previously adopted policies that are inconsistent with the policy set forth herein shall be ineffective and of no further force and effect to the extent of any inconsistency herewith.

Review

Sophie Akins, Commission Counsel

Report on Action as taken	
Action:	
Moved: _____	Second: _____
In Favor:	
Opposed:	
Abstained:	
Comments: _____	
Witnessed:	

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	Effective	09-02-2015
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	Approved: <hr/> Linda Haugan, Chair	
PROCUREMENT POLICY		

PURPOSE The purpose is to set forth policies regarding contracting and procurement procedures in accordance with State law.

POLICY GUIDELINES It is the policy of First 5 San Bernardino to use resources in the most effective and efficient manner possible to create benefit for the residents of San Bernardino County, focusing on children prenatal through age 5. This shall be accomplished by obtaining the best value when procuring goods and services, while concurrently upholding the public trust in an open and honest environment and maintaining an equitable balance of opportunity, fairness, and impartiality.

It is also the policy of First 5 San Bernardino to comply with State law in all matters regarding Commission contracting and procurement to the extent applicable to the Commission. Without limiting the foregoing, First 5 San Bernardino will comply with all requirements of the following with respect to all contracting and procurement activities, to the extent applicable to the Commission:

- a) Children and Families Act of 1998 (Health and Safety Code Section 130100 *et seq.*), as amended from time to time;
- b) Public Contract Code (California Public Contract Code);
- c) Prevailing wage laws (Labor Code Section 1770 *et seq.*);
- d) California Environmental Quality Act (Public Resources Code Section 20041 *et seq.*) and the implementing guidelines promulgated by the State Office of Planning & Research in Title 14 California Code of Regulations Section 15000, *et seq.* (together, “CEQA”); and
- e) Relocation Assistance Act (Government Code Section 7260, *et seq.*, and the implementing regulations promulgated by the California Department of Housing and Community Development in Title 25, California Code of Regulations Section 6000, *et seq.*).

Moreover, with respect to all contracting and procurement decisions, all California laws regarding constitutional and other rights of persons and applicable nondiscrimination laws and constitutional and other limitations or finding of certain religious or other organizations shall be complied with, to the extent applicable, to the Commission or any specific contracting or procurement matter.

Any previously adopted policies that are inconsistent with the policy set forth herein shall be ineffective and of no further force and effect to the extent of any inconsistency herewith.

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**POLICY
GUIDELINES,
CONT'D**

Procurements are designed to result in agreements that *acquire* goods and services and *expend* funds in accordance with an approved budget. The primary intent of procuring is to capitalize limited resources for the optimal benefit for children of San Bernardino County.

When carrying out a procurement, especially for program services and systems support, the following three questions should be asked:

- What gain to residents will result from this investment?
- What are the chances the intended gain will be realized?
- Is this investment the best use of the money given all other possible opportunities?

The value added to the program or system by the good or service being procured must clearly be identifiable. Determining not to purchase always remains a valid option.

The following shall be adhered to when conducting procurements:

1. As the Contracting Authority, only the Commission and its designees have the authority to approve a contract or an agreement, unless otherwise directed by the Commission or provided for by law.
2. No person shall make, participate in making or use one's position to influence an action or a decision relating to a procurement in which there is a personal interest. If there is a conflict of interest or the potential for the perception of such, the individual must immediately disclose this to an appropriate representative of the Commission.

A personal interest may include a financial interest, family or personal relationship, or any circumstance or activity that would influence or appear to influence one's action, cause a breach of confidence in the procurement process or in any way detrimentally impact First 5 San Bernardino.
3. If State or Federal law mandates the procurement of services in a certain manner, then the law will govern the acquisition.

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**GUIDELINES,
CONT'D**

4. Contracts governed by California Government Code section 4525 *et seq.* (contracts for professional services for architectural, landscape architectural, engineering, environmental, land surveying and construction project management services) are subject to a formal selection, negotiations and approval process. Funds will not support capital projects for the purchase, construction or renovation of any land or facilities. Funds may be used for tenant improvements.

5. Procurements must be in compliance with, and supportive to, efforts outlined in the Strategic Plan and the budget allocation as approved by the Commission.

The Commission has sole authority to approve release for procurement, including but not limited to a Request for Applications (RFA), a Request for Proposals (RFP) or Request for Qualifications (RFQ).

6. The preferred method for procurement of goods and services and systems support is through a competitive process.

The following methods may be used to conduct a competitive procurement:

- | | |
|--------------|--|
| Venture | Focuses on the return based on outcomes, the probability of achieving the desired returns, and the advantage over alternate use of the funds. Direct discussions and technical assistance may be provided to agencies. This method, may be used in similar instances as the non-competitive Selected and Collaborative procurements, but would require a specifically designed Request for Applications (RFA), rendering it a competitive process. |
| Formal | Solicits proposals, through a Request for Proposals (RFP), in which the proposing agencies respond to a scope of work to fulfill the requirements. Proposals are evaluated by an impartial team and, if recommended, serve as the basis for contract negotiations. Requirements of an RFP coordinate with the Strategic Plan to address; gaps in services and unmet or high needs as identified by the Commission. |
| Bid | Solicits firm, fixed prices from a company or entity in response to detailed specifications. This method is used primarily for the acquisition of goods rather than services. |
| Solicitation | Used primarily for acquisition of goods and services of lower costs, usually not exceeding \$25,000. A Solicitation is less formal than a Venture, Formal or Bid procurement and contains fewer specifications, terms and conditions. A Solicitation can also be conducted in person, by telephone, via facsimile, electronically or in writing. |
| Researched | Staff conducts a thorough analysis and comparison of the goods or services offered by various qualified entities in order to determine the best selection. Procurement is usually limited to items for which a “catalog” or “market” price has been established and that are available to the general public in the course of ordinary trade. |

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**GUIDELINES,
CONT'D**

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| Shared | Uses a procurement conducted by another governmental entity as the basis for selection. May be a mutually developed procurement, conducted independently by an agency in the course of normal operations, or based on its area of responsibility, expertise or legal authority. |
|--------|---|
7. Competitive procurements using the Bid or Solicitation method must solicit at least three appropriate entities and, if item being procured is over \$500, result in at least three responses. A confirmation from a solicited entity indicating a “no bid” shall be considered a response.
- Due to the nature of the “Researched Procurement”, a minimum number of solicitations or responses are not required; however, at least three entities must be identified and evaluated in the research.
8. Non-competitive procurements may be used to maintain flexibility pursuant to the conditions set forth below.
- The following are non-competitive procurements:
- | | |
|---------------|---|
| Unsolicited | Initiated by a written proposal for a time-sensitive or innovative idea that is submitted by an agency and is not in response to an actively funded or pending procurement by First 5 San Bernardino. Such proposals can be considered only if they clearly align with the objectives of the Commission’s Strategic Plan, and clearly define and can deliver on an unmet need which the Commission seeks to support as a priority. Acceptance of and consideration of unsolicited proposals shall be subject to the discretion of the Executive Director. |
| Selected | Used when there are special conditions justifying the direct selection of an entity. Rationale for selection may include unique special qualifications of key individuals, clearly identifiable successful experiences on similar projects or, although not a sole source, extremely limited number of potential providers. May also be justified in certain cases where the cost of the item to be procured would not warrant a competitive procurement or when insufficient time is available. This method may occur to support “place-based” initiatives or solicitation by the Commission of services or systems support via a collaborative-like venture to meet a prioritized need or fill a gap in services deemed critical for a specific community, population or organization or to leverage funding or assets to meet requirements for applications for Federal, State, local, i.e., foundation grant opportunities. |
| Collaborative | Develops as a result of coordination with other entities in the formation of joint programs. A negotiated procurement such as this can be especially beneficial when the other agencies involved commit resources to achieve a mutual goal. Memorandum of Understanding or other contractual agreement will be developed to establish roles and outcomes expected from the collaborative. |

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Continuing Used when there has been an ongoing, successful relationship with an entity providing the same or similar goods or services. Cost comparison should be conducted on a scheduled basis to verify reasonableness.

Sole Source Is for the rare cases where only one entity can provide the required goods or service after an adequate search has been made. For services, justification must explain why this particular method is the only acceptable possibility. To the extent possible, the fair market value of the item being procured should be identified.

9. Procurement must include outreach and advertising to provide information to potential suppliers of the goods or services, especially those located within the County, to the greatest extent possible and practical. The level of the outreach may correspond to the method and allocation of the procurement.
10. Procurement of items with a total cost of less than \$500 will be conducted competitively only when possible, practical and cost effective as with the Researched procurement.
11. Based on the procurement method and on the results of the selection process, recommendations to enter into contract negotiations may be submitted to the Commission for approval.
The rationale for the procurement process used will be included in the agenda item when the recommendations or agreements from the procurement are submitted to the Commission for approval.
12. The Commission shall be provided with periodic updates on planned or ongoing procurements and any recommended agreement to procure goods and service over \$25,000 shall be submitted for approval.
13. Conducting any procurement does not commit the Commission to award a contract. The Commission also reserves the right to accept or reject any or all bids or proposals received during the procurement process if the Commission determines it is in the best interest of First 5 San Bernardino to do so.

**EMERGENCY
GUIDELINES**

During an emergency, as defined in CFC SB Policy 02-03 A4 – Contracting Authority Policy, this Procurement Policy is temporarily suspended and the emergency authority in the Contracting Authority Policy shall govern.