

FIFTH AMENDED
AGREEMENT BETWEEN
THE COUNTY OF SAN BERNARDINO AND THE CHILDREN AND
FAMILIES COMMISSION FOR SAN BERNARINO COUNTY
ORIGINALLY ADOPTED JUNE 2001
AMENDED JUNE 2001, JUNE 2008, JUNE 2009, JANUARY 2010,
APRIL 2010

1 – INTRODUCTION

The Children and Families Commission for San Bernardino County ("the Commission") and the County of San Bernardino ("the County") enter into this agreement in accordance with Sections 130105 and 130120 of the California Health and Safety Code (AB1576, Chapter 126 of the Statutes of 1999). By this agreement, the parties seek to formulate and maintain a cooperative working relationship, which will effectively and efficiently implement the Children and Families Act of 1998. The parties do not intend anything in this agreement to expand, broaden, contract, or limit the respective rights duties or obligations of either party under the statute. The parties each retain all existing rights, duties, and obligations under statute, without modification by this agreement. This agreement supercedes any previous agreement between the Commission and the County for interagency support services.

2 – INTERAGENCY SERVICES TO THE COMMISSION

This amended document represents the agreement for the provision of the payment for services provided by the County to the Commission for the period of July 1, 2009 through June 30, 2010, but shall automatically be renewed for successive one-year periods unless otherwise terminated or amended based on Sections 4.1, 4.2, and/or 4.3. A section for each County department providing services to the Commission is delineated below. Each section describes the respective responsibilities of County departments and the Commission.

3 – DIRECT SERVICES

Direct services are specific services performed by County departments for the Commission, which include the provision of goods. The Commission shall reimburse the County on a quarterly basis for all direct services. Services shall be billed to the Commission by County Departments on "fee for service" basis or other similar arrangements. Reimbursement shall be

made by a direct payment from the Children and Families Trust Fund to County departments as approved by Commission staff.

The "fee for service" rates used for the departments in this contract are those contained in the Fee Ordinance as approved by the Board of Supervisors, current actual Countywide Cost Allocation Plan (COWCAP) costs, actual cost according to the rates in effect at the time the service is provided, and/or the rates derived from the annual budgets.

Those services not identified in this agreement, and requested by the Commission, shall be separately negotiated and reimbursed as a direct service. These services shall be incorporated into this contract via an amendment as set forth in Section 4.3.

The sections below do not represent an exhaustive list of County departments that provide services; however, these listed departments have existing direct-service relationships with the Commission.

Section 3.1 – County Human Services

The County Human Services (HS) shall provide the Commission with support for the administration of staff benefits, review and action on Board of Supervisors agenda items, and review and action on personnel-related issues. In addition, HS shall provide vendor and employment contract administration services upon request. The Commission shall reimburse the County for the actual cost of services provided. The actual cost is based on productive hourly rates plus a State approved overhead rate, currently set at 22%.

The Assistant County Administrator for HS shall act as Appointing Authority for all Commission-approved positions.

The Commission shall reimburse the County HS for the cost of compensation for all staff in positions in the Commission's approved staffing plan. In order for reimbursement to occur, there must be a Board of Supervisors-approved employment contract in place for a specified individual requested by the Commission that specifies rates of reimbursement.

The County HS shall provide the Commission with warehouse storage space, including shelving, in the HS Warehouse. The Commission shall reimburse the County for the actual cost of space and services provided. The actual cost of the space is equal to the current per square foot rate being paid by HS.

Section 3.2 – Auditor/Controller – Recorder's Office

General Accounting and Accounts Payable

The Auditor/Controller-Recorder's Office (ACR) shall provide the Commission with accounts payable claims and deposits, general and fund accounting, payroll/labor distribution and cost plan service, consistent with the level of service provided to County self-governed special districts in the 2006-2007 fiscal year. Any adjustment in the level of service shall be made by contract amendment as set forth in Section 4.3.

The services provided shall include all data entry, computer systems, central files/document/records retention, documentation verification, error corrections, reports and other processes normally associated with these services.

Payroll Services

ACR shall provide the Commission with the following payroll services:

1. Issuing EMACS standard reports
2. Tax reporting and accounting services as prescribed by the IRS, State Franchise Tax Board, and State Employment Development Department
3. Payroll warrants
4. Labor distribution based on input from the Commission

Payroll services provided shall also include:

1. Computer systems
2. Central files/document/records retention
3. Verification of data integrity and signature authorization. For the purposes of this agreement, the phrase "data integrity" means that documents include all the data needed to post documents and that all system codes are complete and valid.
4. Error corrections
5. Other processes normally associated with these services

On a quarterly basis, the Commission shall reimburse the Auditor/Controller-Recorder for each payroll direct deposit/warrant for payroll services provided by the ACR. Rates per unit of service will be adjusted annually to the County's State of California approved County-Wide Cost Allocation Plan. The per warrant rate for FY 2009-10 is \$6.25.

On at least a quarterly basis ACR shall invoice the Commission for services provided based on the following fee schedule for fiscal year 2009/10 and as adjusted in each subsequent fiscal year as approved by the San Bernardino County Board of Supervisors:

Fees

The following are the current rates for FY2009/10. The rates will change based on the County-Wide Cost Allocation Plan or the County Fee Ordinance.

<u>SERVICES</u>	<u>RATES</u>
Accounts Payable/Vendor EFTs	\$ 1.11 per transaction
Deposits	\$ 1.11 per transaction
Fund Accounting/Data Entry	\$.27 per transaction
Budget Input (Flat Rate)	\$150.00 per fiscal year
Wire Transfer	\$ 25.00 per transaction
Accounting/Bookkeeping	\$ 92.00 per hour
Payroll Services	\$ 6.25 per warrant

Administration of petty cash funds, shortages, and other accounting and auditing services will be provided upon request. The costs for these services will be based on the Accounting/Bookkeeping hourly rate.

Additional Services

For fiscal year 2009/10, the Commission has requested the following additional services from the ACR:

- A. Assist with changing the accounting structure for fiscal year ending June 30, 2010 to better indentify revenues and expenses by programs.
- B. Assist with the development of procedures to record year-end accruals.
- C. Prepare the financial statements, but excluding the Management's Discussion and Analysis.

ACR estimates the maximum hours to be charged for the additional services above for fiscal year ending June 30, 2010 will be 200 hours. ACR estimates that 60 of those 200 hours will be a one-time charge for fiscal year ending June 30, 2010. The hourly rate will be the current approved Accounting/Bookkeeping fee of \$92.00/hour. The charges for fiscal year ending June 30, 2010 will not exceed the 200 hours or \$18,400 for the additional services listed above.

Proposals for fiscal years after June 30, 2010 will be submitted to the Commission for approval but will only be for item C above. ACR does not expect the required maximum hours of 140 hours for item C to change, but the hourly fee may be revised by the San Bernardino County Board of Supervisors.

Section 3.3 – County Counsel

County Counsel shall provide legal advice and legal representation as requested by the Commission. The costs for these services will be billed to the Commission based on actual hours worked using the current hourly rate.

Section 3.4 – Human Resources

The Commission shall compensate the Human Resources department at a rate adjusted to the most recent actual COWCAP service costs. Current rates are:

<u>SERVICES</u>	<u>RATES</u>
Personnel Services	\$ 348.54 annually per employee served
Employee Benefits	\$ 92.61 annually per employee covered
Unemployment Insurance	\$ 1.27 per UI claim plus actual benefit costs
Employee Relations	\$ 8.43 annually per employee covered

Personnel Services – includes employment recruitment, testing, certification services, job classification and compensation administration, administration of disability act, and related services. Services not covered by the annual fixed rate shall be invoiced at the fee-for-service rate negotiated at the time of service.

Employee Benefits – includes the administration of employee benefits including medical, dental, and life insurance, Employee Management and Compensation System (EMACS) transaction processing, deferred income plans, and the administration of unemployment insurance.

Unemployment Insurance – includes the actual total costs paid by the County for unemployment claims filed and paid by the State of California for former Commission employees.

Employee Relations – includes costs for regulation, investigation and adjudication of employee disciplinary actions and grievances, personnel operations and conditions of employment.

Human Resources Center for Employee Health and Wellness shall perform for the Commission physical assessments to include, but not limited to, pre-placement examinations, fitness-for-duty examinations, and return-to-work examinations. In addition, Human Resources shall provide for the Commission employee assistance program services conducted by the Employee Health and Productivity Program. These services shall be consistent with the level of service provided during the 2006-2007 fiscal year. Any adjustment in the level of service shall be made by contract amendment as set forth in Section 4.3. Human Resources shall invoice the Commission for those services not provided from workers' compensation premiums and the Commission shall reimburse the County for the actual cost of services provided.

Risk Management shall provide services for automobile comprehensive, automobile liability, surety bond insurance costs, and workers' compensation and safety administration consistent with the level of services provided during the 2006-2007 fiscal year. Any adjustment in the level of service shall be made by contract amendment as set forth in Section 4.3. Risk Management shall invoice the Commission for the actual insurance costs through the Risk Management internal service fund. The Commission shall directly reimburse the Risk Management internal service fund for these costs. The Commission shall reimburse the internal service fund for the workers' compensation and safety administration costs at the workers' compensation premium rates calculated and charged to the Commission.

Section 3.5 – Purchasing

Purchasing shall provide the Commission all purchasing services consistent with the level of service provided to County self-governed special districts in the 2006-2007 fiscal year. Any adjustment in the level of service shall be made by contract amendment as set forth in Section 4.3.

The Commission shall compensate the Purchasing department at a rate adjusted to the most recent actual COWCAP service costs. Current rate is:

<u>SERVICE</u>	<u>RATE</u>
Requisition/Purchase Order	\$ 92.14 per purchase order

The Commission shall follow County procurement policies and procedures.

Section 3.6 – Printing/Mail Services

The County shall provide the commission with printing and mail services consistent with the level of service provided to County self-governed special districts in the 2006-2007 fiscal year. Any adjustment in the level of service shall be made by contract amendment as set forth in Section 4.3.

All costs for these services shall be charged through the appropriate internal services funds. The County shall invoice the Commission for the actual costs of these services on a quarterly basis. The Commission shall reimburse the internal service funds for these actual costs.

Section 3.7 – Employee Development

The County shall provide the Commission with employee development and training services consistent with the level of service provided self-governed special districts in the 2006-2007 fiscal year. Any adjustment in the level of service shall be made by contract amendment as set forth in Section 4.3.

The County shall invoice the Commission on a per class basis on the published price of classes taken by commission employees. The Commission shall reimburse the County for actual costs incurred.

Section 3.8 – EMACS

County shall provide to the Commission technical and functional support services (“services”) necessary to implement pay and/or benefit changes, subject to and conditioned upon the following provisions and limitations:

1. Said services shall be provided at the direction of the EMACS Steering Committee, consisting of the Auditor/Controller-Recorder, Human Resources Director, and Information Services Officer.
2. Requests for said services must be made directly to the EMACS Manager, and received in a timely manner, as provided by the EMACS Steering Committee, in order to be considered for processing.
3. Upon receipt of a request from the Commission for said services, the EMACS Team shall review the request, and shall report to the Commission regarding the ability of EMACS to

accomplish the requested change and the estimated cost of said services.

4. If the EMACS Team concludes that the requested change cannot be accomplished because it goes beyond the ability of EMACS to accommodate the desired change, County will notify the Commission and shall have no obligation to pursue the change.
5. If the EMACS Team concludes that the requested change cannot be accomplished because inadequate lead time exists to effect the change within the specified time frame, County shall have no obligation to pursue the change. If the Commission and EMACS Team can agree on a time frame that can be met and will accomplish the Commission's desired interests, then the County will effect the change.
6. All services provided by the EMACS Team to the Commission pursuant to this provision shall be charged on an actual cost basis (actual hours worked), and the Commission agrees to pay the costs of each change so requested. The hourly rate will be the current General Accounting Fee rate listed in the County Fee Ordinance. The hourly rate for FY 09-10 is \$92.00.

If, during any system upgrade, additional EMACS Team work is required to maintain or redo any change made for the Commission pursuant to this provision, then the Commission shall pay for that additional work on the same basis on which the original change was accomplished.

Additional programming services for changes not included in the services provided by the EMACS Team will be billed separately by the Information Services Department.

Section 3.9 – Information Technology Services

Computer and Telephone Communications Operations – Information Services Department (ISD) shall provide the Commission with information technology services that are generally available to county departments including EMACS payroll warrant services and Virtual Private Network (VPN). ISD will make other offered services, such as telephone communications, available on an as needed basis. ISD will be reimbursed at the adopted standard rate for the requested service. In addition to monthly standard rate charges, the Commission will be responsible for the

cost of any infrastructure changes including additions in order to provide the requested services. An example of some of the current rates are:

<u>SERVICES</u>	<u>RATES</u>
VPN	\$ 15.00 per month
VPN (Set Up Fee)	\$175.00 (One Time Charge)

Equipment Purchases – ISD shall provide the Commission with hard goods, such as telephone communications devices, computers, printers, etc., as required by the Commission to conduct business. The costs for the purchase of these items as well as the installation shall be billed to the Commission based on costs of goods and actual hours worked using the current hourly rate.

Section 3.10 – Treasurer/Tax Collector

The Treasurer/Tax Collector shall provide the Commission with services including processing deposits, interest calculation, return check processing, cashiering service, investment management services, and banking services as provided via the County. Costs are allocated to all pool participants, including the Commission, and are recovered by the County prior to the distribution of interest earnings. No direct charges are included in this agreement.

Section 3.11 – Real Estate Services

The County shall provide the Commission with property management services including leasing administration and management, contract negotiation and execution, and special use agreements as required by the Commission. The costs for these services will be billed to the Commission based on actual hours worked using the current hourly rate.

Section 3.12 – Board of Supervisors

The Board of Supervisors may provide administrative and analytical services as requested by the Commission. The costs for these services will be billed to the Commission based on actual hours worked using the current hourly rate.

Section 3.13 – Central Collections

1. **COLLECTION ACTIVITY AND TECHNIQUES**: Upon the assignment of an account, Collections shall pursue those collection activities it deems

necessary in a lawful manner. Collections retains the right to establish payment plans with the debtor based on the debtor's current income and ability to pay. Collection services may include but are not limited to reporting the account to a credit bureau, mailing collection notices, personal contact with the responsible party/parties, filing lawsuits, securing and enforcing judgments.

2. **COMPENSATION**: Collections agrees to accept as payment in full for services rendered and the Client agrees to pay a commission rate of 25 percent of all monies collected which is to include any payments made directly to the Client subsequent to the accounts' assignment to Collections.
3. **REMITTANCE OF MONIES COLLECTED**: Collections agrees to transfer to the Client all monies collected less its commission within thirty (30) days of the end of the calendar month in which the money was received.
4. **LAWSUITS**: The Client understands that it may become necessary to file a lawsuit to resolve disputes and/or to secure payment of the account. The Client herein grants Collections the authority to file such suits on the Client's behalf contingent upon the Client's approval. Prior approval will be required only in those cases requiring the assistance of County Counsel; it will not be necessary for the filing of small claims actions. In the event such suits are filed, the Client agrees to provide such documentation and witnesses as needed. Collections agrees to advance legal costs in connection with the approved legal action against the debtor. Collections will retain from the first monies collected on a legal account its advanced costs. If the Client's agreement with the debtor provides for the addition of attorney fees in matters of collection, these fees will be added to the account, collected and returned to the Client. In the event Collections is unable to recover the cost of legal fees from the debtor, the Client agrees to reimburse Collections for those legal costs not recovered.
5. **REPORTS**: Collections shall provide the Client with an acknowledgment report upon the assignment of its accounts.
6. **RECALL**: The Client will be allowed to cancel an assigned account at any time for a mistake or an error in assignment. If a legal account is cancelled, the Client will reimburse Central Collections for all legal costs advanced.
7. **CONFIDENTIALITY**: All information acquired by Collections in the course of performing services under this agreement shall be confidential.
8. **RECORD RETENTION AND INSPECTION**: The Client shall without advance notice, have the right to inspect, examine, and audit its accounts at any time.
9. **CLIENTS RESPONSIBILITIES**: The Client agrees to assign only bonafide claims for the purpose of collections and agrees to research and resolve

disputes regarding these claims within thirty (30) days of written notice of any dispute. It shall be the Client's further responsibility to report any payments made directly to the Client on accounts assigned to Central Collections. The Client will forward its accounts to Collections by automation and provide such documentation as necessary to support its claim.

4 – TERMINATION/AMENDMENTS

Section 4.1 – County Termination

The County may give notice to the Commission that the County will no longer provide a specific service except that the County shall cooperate with the Commission to ensure that a vital service for the Commission shall be available from the County or other entities that provide such services. The notice must be given at least 90 days prior to the end of the fiscal year and shall be effective only upon the first day of the succeeding fiscal year.

Section 4.2 – Commission Termination

The Commission may give notice to the County that the Commission will no longer use a specific County service. The notice must be given at least 90 days prior to the end of the fiscal year and shall be effective only upon first day of the succeeding fiscal year.

Section 4.3 – Contract Amendments

Any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and approved by the parties to the agreement and attached to the original of the Contract.

5 - INDEMNIFICATION

The Commission agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from the Commission's negligent acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

The County agrees to indemnify, defend and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising

from the County's negligent acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim therefore, except where such indemnification is prohibited by law.

6 - CONCLUSION

This document, consisting of twelve (12) pages, is the full and complete agreement between the County of San Bernardino and the Children and Families Commission for San Bernardino County, including all covenants, conditions, and benefits.

COUNTY OF SAN BERNARDINO

CHILDREN & FAMILIES
COMMISSION FOR
SAN BERNARDINO COUNTY

GARY C. OVITT
Chairman, Board of Supervisors

JOSIE GONZALES
Chairwoman, Commission

Date _____

Date _____

Approved as to Legal Form

REGINA A. COLEMAN,
Principal Assistant County Counsel

Date _____