

Special Commission Meeting

AGENDA

September 26, 2013, 2:30-3:00pm

Mono County Office of Education Conference Room, Mammoth Lakes

1. **Public Comment** Members of the public are given the opportunity to address the Commission on items of interest and within the jurisdiction of the Commission as such items are discussed. This time is allowed for public input on any item not on the agenda. Time may be limited, depending on the number of speakers and items of business.
2. **Minutes** Consideration of minutes for August 22, 2013 Commission meeting. **(ACTION)**
3. **Commission Member Reappointment** The Commission accepts the Board of Supervisors reappointment of Commissioner Stacey Adler to serve a subsequent three-year term on the First 5 Commission expiring July 31, 2016. **(INFORMATION)**
4. **Contract Approval – Mono County Department of Social Services, CAPIT** Commission will take action to approve a contract with the Mono County Department of Social Services for provision of high needs home visiting through Child Abuse Prevention, Intervention, and Treatment (CAPIT) funds in the amount of \$59,764 for the period July 1, 2013 through June 30, 2015—\$29,882 per year. *The Commission shall first determine whether the subject matter of the proposed contract is consistent with the Commission’s Strategic Plan and Fiscal Plan.* **(ACTION)**

Next Commission Meeting: Thursday, October 24, 2013, 2:30-4:30 pm
(note: the fourth Thursday of the month)

Note: If you need disability modification or accommodation in order to participate in this meeting, please contact the Commission office at (760) 924-7626 at least 48 hours prior to the start of the meeting. Government Code Section 54954.2(a).



Regular Commission Meeting And Public Hearing

Minutes

Thursday, August 22, 2013

Mono County Office of Education Conference Room
451 Sierra Park Rd., Mammoth Lakes, California

Commissioners Present: Stacey Adler, PhD, Chair
Karin Humiston
Byng Hunt
Rick Johnson, MD
Barbara Miller

Staff Present: Molly DesBaillets, Executive Director
Shannon Vallejo, Administrative Assistant/Fiscal Specialist

Commissioner Adler welcomed the Commissioners to the first Commission meeting of the 2013-2014 fiscal year.

1. Public Comment

None

2. Minutes (ACTION)

Consideration of minutes for the June 27, 2013 Commission meeting.

ACTION: Approve the August 22, 2013 Commission meeting minutes.

MOTION: Commissioner Johnson

SECOND: Commissioner Adler

VOTE: Unanimous

ABSTENTIONS: None

3. Safe Kids Presentation (ACTION)

Katie Smith: Presented the work of Safe Kids California, which is a branch of Safe Kids Worldwide, to the Commission.

- The goal of Safe Kids California is to keep kids safe from preventable injuries.

- For kids in Mono and Inyo County, the rate of emergency room visits is 28% higher than the statewide average.
 - In 9 of 13 injury risk areas, Mono/Inyo counties were higher than the statewide average. Emergency room visits were more than double the state rate for burns and bicycle-related injuries and were up to 60% higher than the state rates for poisoning, cut/pierce, and natural/environmental injuries.
- Explained the composition and work of the Safe Kids coalitions.
 - Coalitions include law enforcement, fire departments, hospitals, health departments, childcare agencies, rec departments – any organization in the community that works with parents and children should belong to the coalition.
- The coalition must address at least 3 injury risk areas, which are chosen by the coalition.
- Safe Kids does not provide equipment, but can help the County get discounted equipment.
- Safe Kids does not fund the coalitions, but grants are available for specific purposes and the application process is very easy.
- Outlined the tools available to Safe Kids coalition coordinators.

Ms. DesBaillets:

- Already had 3 Safe Kids coalition meetings, even though there is no coalition yet.
- Lori Ciccarelli at the hospital, Public Outreach, is spearheading the effort to start a coalition in Mono County.
- Everyone thinks it's a great idea, but nobody has the money or the staff time.
- The meetings have included the Sheriff's Department, the Mammoth Lakes Police Department, Public Health, the hospital, Mono County Behavioral Health, the Mono County Office of Education, and First 5.
- Referenced the results areas of the Strategic Plan and how Safe Kids fulfills those goals.
 - To have healthy children.
 - To be a leader in a network of support services.
- Would be within the purview of what we consider First 5's responsibility to try to create a coalition in Mono County.
- Also a good opportunity to coordinate events in Mono County, i.e., avoid situations such as the conflicting Kidapalooza and car-seat check at the elementary school this summer that target the same populations.

Commission Comments

- Commissioner Johnson: Asked if Ms. Smith was able to sort out the emergency room visit data by county of residence because the Eastern Sierra has a large number of visitors that comprise the emergency room visits. Noted that we have 6-7 times our resident population on peak weekends, which can really skew the data percentage-wise.
 - Ms. Smith: Acknowledged that the data does include visitors, no way to separate county of residence.
- Commissioner Johnson: Another partner would be the EMS providers, because it's the EMS providers taking kids to the emergency room, not the parents. They're out in the community already.

- Commissioner Hunt: Asked what kind of involvement this would entail, what is the typical contribution for a small county.
 - Ms. DesBaillets: For First 5 Placer, which is the county where First 5 sponsors 65% of the Coalition, it's a significant amount. Envisioning approximately \$9000, based on funding half of a 20 hour per week position.
- Commissioner Johnson: Asked where in the budget something up to \$9000 would come from.
 - Ms. DesBaillets: The budget includes a \$10,000 Evaluation line-item that was new last fiscal year and was budgeted out for the next five years. Only approximately \$1000 of that was spent, and she doesn't envision First 5 needing that, so it's a pretty easy transfer for a sum that is used for in-house evaluation and is already in the operations budget.
- Commissioner Hunt: Asked if evaluations are required and if the money will be needed for those.
 - Ms. DesBaillets: Evaluations are required, but First 5 has always performed them without the recent line item in the budget.

ACTION: The Commission shall determine whether the subject matter of the proposed funding is consistent with the Commission's Strategic Plan and Fiscal Plan and make a motion to move forward.

MOTION: Commissioner Hunt

SECOND: Commissioner Johnson

VOTE: Unanimous

ABSTENTIONS: None

ACTION: The Commission may authorize the Director to identify a partner agency or agencies and develop a contract for a portion of the Safe Kids Coalition Coordinator position.

MOTION: Commissioner Hunt

SECOND: Commissioner Miller

VOTE: Unanimous

ABSTENTIONS: None

4. Contract Approval – Fiscal Audit Services for FY 2012-2013 (ACTION)

Ms. DesBaillets:

- Same auditor First 5 has used for at least the last four years.
- He's used to dealing with small counties, he's very efficient.
- Thinks he's done a good job from what she's seen.

Commission Comments

- Commissioner Hunt: Noted the amount is the same and asked if Mr. Neely tried to raise the price this year.
 - Ms. DesBaillets: No.
- Commissioner Johnson: Asked if First 5 has been happy with his services.
 - Ms. DesBaillets: Yes.

ACTION: The Commission shall determine whether the subject matter of the proposed contract

with Thomas Neely, CPA, for audit services is consistent with the strategic plan and fiscal plan and authorize the Director to sign and administer the contract.

MOTION: Commissioner Hunt

SECOND: Commissioner Johnson

VOTE: Unanimous

ABSTENTIONS: None

5. Strategic Plan Revision Suggestions (ACTION)

Ms. DesBaillets:

- Talked to Executive Directors and looked at a lot of other strategic plans.
- A lot of commissions have opted to try to streamline – to make their documents shorter and accessible to more people.
 - If it sounded simplistic that was intentional.
- Wants to have a document to give to the public that is easy to read and understand.
- Went over the proposed changes and suggestions from Commissioners Adler and Humiston.

ACTION: Have the Director make the suggested revisions and continue with the Strategic Plan process.

MOTION: Commissioner Johnson

SECOND: Commissioner Hunt

VOTE: Unanimous

ABSTENTIONS: None

6. Contract Approval – Mono County Behavioral Health Dept., Peapod Program (ACTION)

Ms. DesBaillets:

- Behavioral Health has been very happy with the services First 5 has provided through their contractors.
- Very similar to what has been signed in the last two fiscal years.
- One addition that has to do with the County being listed as an additional insured based on County's experience with a lawsuit.
- Has been reviewed and signed by County Counsel for both First 5 and Behavioral Health.

ACTION: Approve the contract with Mono County Behavioral Health.

MOTION: Commissioner Hunt

SECOND: Commissioner Johnson

VOTE: Unanimous

ABSTENTIONS: None

7. MAA Update (INFORMATION)

Ms. DesBaillets:

- Haven't started MAA claiming, but the State wants to check out First 5 anyway.
- Requested that they provide training on the time studies First 5 is required to do instead of paying Paradigm, the agency that was contracted before.

- Will do the training while they're here, September 12 and 13.

8. Special Commission Meeting Date (ACTION)

Ms. DesBaillets:

- Can be a really short meeting, just need a quorum, which is four Commissioners.
- Just received the CAPIT Grant contract today, but wasn't in the packet for the meeting today so need to have a special meeting to approve the contract.
 - Two-year contract for \$29,000 and change.
- Kathy Peterson will take it to the Board of Supervisors to have it approved.
- Will have the money in time for the travel that's written into the budget for early October.

Commission Comments

- Commissioner Adler: Works for her.
- Commissioner Hunt: Can attend.
- Commissioner Johnson: Will be out of town at a training, but can get him on the phone.
- Commissioner Miller: Will be here.

ACTION: Four Commissioners can attend, so the Special Meeting will be put on the calendar.

11. Program Report (INFORMATION)

a. **CARES Plus Program**

Ms. DesBaillets:

- Lara planning orientation for childcare trainers for this fiscal year.
- She is new and the IMACA people are new, so there's a lot of learning going on in our office.
- Met with her counterparts in Inyo County to go over what they do.
- The dinner will be held at the same place as last year and all the same participants are invited.

b. **Oral Health Initiative**

Ms. DesBaillets:

- Claudia Molina has had two home visits, has one more today with families signed up at Kidapalooza.
- Have ordered dental supplies for her, including adult and kid toothbrushes and timers.
- Lara Walker attending the oral health task force meetings because Cathy Young did a lot of oral health outreach through CARES in the past.

c. **Child Signature Program**

Ms. DesBaillets:

- Verna Sisk, who works in early childhood development in the Inyo County Superintendents Office, came up and thoroughly explained the program.
- CSP is a childcare quality program.
 - 3 employees from Inyo County that go to all childcare centers in Inyo, Mono, and Alpine Counties and assess the centers.
 - Determining eligibility for Power of Preschool, if funding ever comes down for that.

- To be eligible, classrooms must have a very high quality rating.
- \$57,000 line item in our budget that goes to Inyo County.
- Preparing for this year; gearing up to go visit all the classrooms like they did last year.

d. ***Welcome Baby! Program***

Ms. DesBaillets:

- Great to have Kathy Peterson at Social Services, which has resulted in a lot of collaboration with CPS.
 - They've been consulting with First 5 about typical child development.
 - Referring a lot of families in.
- Home visitors now have desks in the office, which has been rewarding in terms of being able to touch base and collaborate more often.

e. ***Parenting Partners (CAPIT Grant)***

Ms. DesBaillets:

- Received the draft of the contract from Kathy Peterson, but it hasn't been completely approved by legal counsel.
- Provides for two years now instead of a single year.
- Budget provides for another Spanish-speaking home visitor.
 - Lara currently has all of the Spanish-speaking families, which has been a huge caseload for her and leaves her little time for outreach.
 - Will expand First 5's capacity for Spanish-speaking families.
 - The job will be posted on edjoin.org and in all local newspapers.
- Travel budget for the PAT conference was approved, as well as training for the new home visitor.

f. ***Childbirth Education Course***

Ms. DesBaillets:

- Transitioned to Deanna Clark being the sole childbirth educator.
 - Scheduled her training for Lamaze class to become a certified childbirth educator.
 - Should greatly improve the quality of the class.
- Class starts on August 28.
 - 4 people signed up so far.
 - Usually a lot of last-minute sign-ups as well.

g. ***Breastfeeding Promotion and Outreach***

Ms. DesBaillets:

- Marta Smith has done an incredible amount of work in the past month putting together an ad in Mammoth Times and writing an article with Kristin Wilson, the pediatrician, in support of breastfeeding.
- There has been a huge shift in Mammoth Hospital being supportive of breastfeeding.
 - Ms. DesBaillets visited a new mom who related that the bags given out no longer include formula but are now breastfeeding bags, which has been a change since her last child only around 3 years ago.
- L&D nurses are going to take the lactation course.
 - Commissioner Sassin suggested that Ms. DesBaillets ask if the hospital could help offset the costs of the childbirth education class.

- Not in their education budget this year, but they did agree to pay for Deanna Clark's travel back to Palo Alto next year to take a test to become certified.
- Great partnership with the hospital.

h. **Peapod Playgroups (Prop. 63 MHSA)**

Ms. DesBaillets:

- Jora Fogg, the new leader in Lee Vining/June Lake, has a consistent group of a few families.
 - This playgroup has been canceled several times in the past due to lack of participation.
- Will be putting out a Request for Applications for the Crowley leader because Ms. DesBaillets had a call from someone who is interested in leading the playgroup.
 - Hopefully this pans out because Crowley Lake was a well-attended group.

i. **School Readiness Activities**

Ms. DesBaillets:

- All of the Summer Bridges have finished, and almost all of the evaluations have been received.
- ESUSD used the Brigance screening tool for the first time instead of the older tool.
 - They really liked it.
 - Ms. DesBaillets has some very detailed data about school readiness.
 - Can really see what areas were challenges in terms of school readiness for these kids.
 - Screenings can go into their school files.
 - Hoping to move Mammoth Elementary in that direction as well.

12. Budget and Expenditures (INFORMATION)

Ms. DesBaillets: Presented the budget and expenditures for the year-end and year-to-date.

- A completed year-end budget will be presented at the October meeting.
- There will be around \$88,000 that was budgeted for this year that wasn't spent.
 - A result of all of the changes this year.
 - With the exception of the childbirth education line item, which Ms. DesBaillets will ask to move forward, the rest will remain in the County trust fund.
- Plan to update the current year budget because of dramatic staffing changes.
 - Will be saving approximately \$50,000 in salary costs.

Meeting adjourned at 3:43 pm.

The next scheduled Commission meeting will be a Special Commission Meeting and will take place on Thursday, September 26, 2013 in the MCOE Conference Room, Mammoth Lakes, California.

**AGREEMENT BETWEEN COUNTY OF MONO
AND FIRST 5 MONO COUNTY CHILDREN AND FAMILIES COMMISSION
FOR THE PROVISION OF CAPIT SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Child Abuse Prevention, Intervention, Treatment (CAPIT) services of First 5 Mono County Children and Families Commission of Mammoth Lakes, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kathryn Peterson, whose title is Director of the Mono County Department of Social Services. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. By this Agreement the County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

2. **TERM.**

The term of this Agreement shall be from July 1, 2013, to June 30, 2015, unless sooner terminated as provided below.

3. **CONSIDERATION.**

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement **shall not exceed \$29,882.00 per year that this Agreement remains in effect, nor \$59,764.00 during the entire term of this Agreement** (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit.

E. Billing and Payment. **Contractor shall submit an invoice with a Quarterly Monitoring Report (set forth as Attachment C) to the County on a quarterly basis.** Quarterly invoices and required reporting shall be due from Contractor on October 15, 2013 and 2014; January 15, 2014 and 2015; April 15, 2014 and 2015; and **July 10, 2014 and 2015. Please note the earlier than usual due date for the month of July.** The obligation to provide invoices and receipts shall survive the contract expiration date.

Upon finding that Contractor has satisfactorily completed the work and performed the services called for in the Scope of Work, the County shall make payment equal to one quarter of the contract limit to Contractor within 30 days of its receipt of the invoice and monitoring report. Should the County determine that services or work have not been completed or performed as called for in the Scope of Work and/or should Contractor produce an incorrect invoice or monitoring report, the County shall withhold payment until the services and work are satisfactorily completed and performed and accepted by the County and/or the invoice or monitoring report is corrected and resubmitted.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

9. INSURANCE.

A. General Liability. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined

single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

- B. Business Vehicle. If Contractor utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.
- C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.
- D. Subcontractors. Contractor shall include all subcontractors as insureds under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements herein for Contractor.

10. STATUS OF CONTRACTOR.

All acts of Contractor, his/her agents, officers, and employees, relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION.

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) days written notice of such intent to terminate.

15. ASSIGNMENT.

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign this Agreement, or any part of it, without the express written consent of the County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of the County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

18. CONFIDENTIALITY.

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to the respective parties as follows:

County of Mono:

Mono County Department of Social Services
ATTN: Kathy Peterson, Director
PO Box 2969
Mammoth Lakes, CA 93546

Contractor:

First 5 Mono County
ATTN: Molly DesBaillets, Director
PO Box 130
Mammoth Lakes, CA 93546

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: _____
Kathryn Peterson, Director
Mono County Social Services

By: _____
Chair, First 5 Mono County

Dated: _____

Dated: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Counsel for Social Services

County Counsel for Commission

APPROVED BY RISK MANAGEMENT:

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND FIRST 5 MONO COUNTY CHILDREN AND FAMILIES COMMISSION
FOR THE PROVISION OF CAPIT SERVICES**

TERM:

FROM: July 1, 2013 TO: June 30, 2015

SCOPE OF WORK:

The Contractor shall perform and/or provide the following services and programs:

Home Visiting Program to be provided to families with children ages 1 through 6 identified as high risk using research and evidenced based programs. Such home visiting program shall provide services in English or Spanish as is appropriate to address and foster, positive parent child interaction, development centered parenting, and family well being for isolated and families at risk for child abuse and neglect. The Home Visiting Program will use a strengths based model, will focus on implementing positive parenting practices, work with families to address family specific issues, provide information on child safety and identify crisis issues. The Home Visiting Program shall provide information, support and community referral in collaboration with the family working to reduce family stressors, at risk behavior, and family crisis. Contractor shall conduct community outreach to educate the community on the program and services.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND FIRST 5 MONO COUNTY CHILDREN AND FAMILIES COMMISSION
FOR THE PROVISION OF CAPIT SERVICES**

TERM:

FROM: July 1, 2013

TO: June 30, 2015

Contractor shall submit quarterly financial reports including funding, costs, expenditures and allocation of expenditures for this program. **Line Item changes:** Contractor may change budgeted amounts between line items as warranted to accommodate needed program adjustments without first receiving County approval. However please notify County of line item changes and provide written justification for any line item change exceeding 30%. Notification may be sent via email or in writing. FY 2014-15 Budget to be submitted by Contractor prior to the start of FY 2014-15.

FY 2013-14 Budget

PERSONNEL EXPENSES					
POSITIONS	SALARY	% TIME	Requested Budget	In-Kind Budget	TOTAL Budget
Existing F5M Home Visiting Staff	\$ 21,509	45% FTE (approx divided equally by 3 home visitors)	\$ 7,233	\$ 14,276	\$ 21,509
New Bilingual F5M HV Staff	\$ 10,349	25%FTE (approx)	\$ 10,349	\$ -	\$ 10,349
F5M Home Visiting Supervision	\$ 2,268	3%FTE	\$ -	\$ 2,268	\$ 2,268
Total Salaries	\$ 34,126		\$ 17,582	\$ 16,544	\$ 34,126
TOTAL PERSONNEL	\$ 34,126	73% FTE	\$ 17,582	\$ 16,544	\$ 34,126
OPERATING EXPENSES					
			Requested Budget	In-Kind Budget	TOTAL Budget
General Operating Expenses			\$ -	\$ 2,000	\$ 2,000
Office Supplies			\$ -	\$ 1,560	\$ 1,560
Family Counseling, 4 families (max \$500 each)			\$ 2,000		\$ 2,000
Educational Materials			\$ 1,100		\$ 1,100
Training & Travel			\$ 9,200		\$ 9,200
Grant Administration			\$ -	\$ 2,500	\$ 2,500
In-Direct 10%			\$ -	\$ 1,836	\$ 1,836
Total Operating Expenses			\$ 12,300	\$ 7,896	\$ 20,196
Requested Budget Amount	In-Kind Amount	Budget	TOTAL Budget Amount		
\$29,882	\$24,440		\$54,322		

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF MONO AND FIRST 5 MONO COUNTY CHILDREN AND FAMILIES COMMISSION FOR THE PROVISION OF CAPIT SERVICES

TERM:

FROM: July 1, 2013

TO: June 30, 2015

Contractor shall submit quarterly monitoring reports using the following Quarterly Monitoring Report Template:

Quarterly Monitoring Report Template

SECTION 1:

1. Name of Service Provider and Program:

2. What type of service/program does this provider deliver?

3. Describe the population served:

4. List other funding source(s) that support this service/program:

5. List and describe the county “unmet or continued need” identified within the CSA or OCAP plan which justifies the funding of this service/program:

6. Specify the tool(s) utilized and how the tool(s) was used to evaluate the service/program’s effectiveness. Effectiveness should be measured by using a tool(s) inherent to or developed specifically for a participant in the service/program to measure the change or progress made by the participant (micro level). This tool can be a document, equipment, observation, etc.:

7. Discuss the progress achieved by this service/program toward meeting the need as identified in Question Number 5. Progress can be reported as a change in (1) an outcome as defined in the Children and Family Services Review, (2) child welfare participation rates, (3) a change in demographics or systemic factor or (4) other. Include aggregated quantitative and/or qualitative data in the response:

8. Participant Demographics: (please use chart below to describe demographics)

Participant Demographics

Referral Source	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Total				

High Needs Categories (if applicable)	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Total				

Participant Race/Ethnicity	Quarter 1	Quarter 2	Quarter 3	Quarter 4
White				
Hispanic				
Multi-racial				
Unknown				
Pacific Islander				
Total:				

Primary Language	Quarter 1	Quarter 2	Quarter 3	Quarter 4
English				
Spanish				
Total:				

Town of Residence	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Benton				
Bridgeport				
Chalfant				
Coleville				
Crowley				
June Lake				

Lee Vining				
Mammoth				
Walker				
Other:				
Unknown				
Total:				

9. Next Steps: (describe your activities for the next quarter/period, including any program improvements)

10. How was client satisfaction measured? Please include copies of surveys or other tools used to measure client satisfaction.

SECTION 2: In-kind contributions this quarter: (please describe)

SECTION 3: [Optional] Please share any unexpected positive or negative outcomes, and any unmet community needs, discovered through providing these services.

//////////////////// NOTHING FOLLOWS //////////////////////