

# **Special Commission Meeting**

#### AGENDA

June 25, 2015, 2:30-4:30 p.m. Mono County Office of Education Conference Room, Mammoth Lakes via polycom Mono County Office of Education Conference Room, Bridgeport

- 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 the February 26, 2014 Commission meeting. (ACTION)
- **3. Raising a Reader** Taylor Kumlue, the Raising a Reader Coordinator, will present fiscal year activities. *(INFORMATION)*
- 4. CARES Program Update
   Lara Walker, the CARES Coordinator, will present fiscal year activities.

   (INFORMATION)
- 5. Child Care Quality Funding Updates Staff will inform the Commission about the current and upcoming funding opportunities: Quality Rating and Improvement System (QRIS) through the California Department of Education and Improve and Maximize Programs so All Children Thrive (IMPACT) through First 5 California. (INFORMATION)
- 6. Eastern Sierra 2-1-1 Staff will update the Commission on efforts to create an Eastern Sierra 2-1-1 line. (INFORMATION)
- 7. Commission Membership Appointments
   The Commission will consider recommending to the Board of Supervisors appointment of two new Commissioners, Ms. Megan Le Platt and Dr. Kris Wilson to serve three-year terms on the First 5 Mono County Commission beginning on July 14<sup>th</sup>, 2015 and ending July 13<sup>th</sup>, 2018.
- 8. Election of Officers The Commission will elect a Chair, Vice-Chair, and Secretary to serve July, 2015 through June, 2016. *(ACTION)*
- 9. Grantee Contract Approval:
  - a. Mono County Department of Social Services and First 5
  - b. Mono County Behavioral Health and First 5

Discussion and consideration of the following contracts. The Commission shall first determine whether the subject matter of the proposed contract is consistent with the Commission's strategic plan and fiscal plan. The Commission may then authorize the Director to sign and administer the contract. **(ACTION)** 

- a. Contract between Mono County Department of Social Services and First 5 Mono County in the amount of \$60,000 for Fiscal Years 2015-16 and 2016-17 (\$30,000 per year) for the provision of high-needs home visiting services for 1 to 6 year-olds with the Parenting Partners Program through Child Abuse Prevention, Intervention and Treatment (CAPIT) funds.
- b. Contract between Mono County Behavioral Health and First 5 Mono County in the amount of \$35,000 for FY 2015-16 for the provision of new parent support group services for families and children birth to 6 years old with the Peapod Program through Proposition 63 funds.

Mono County Children and Families Commission

10. Grantor Contract Approval: Fiscal Audit Services FY 2014-15	Discussion and consideration of the contract with Tomas Neeley, CPA, in an amount not to exceed \$5,750 for fiscal audit services for the fiscal year ending June, 2015. The Commission shall first determine whether the subject matter of the proposed contract is consistent with the Commission's strategic plan and fiscal plan. The Commission may then authorize the Director to sign and administer the contract. (ACTION)		
11. Fiscal Audit FY 2013-14	Commission will review California State Controller letter stating the FY 2013-14 Audit met compliance standards. <i>(INFORMATION)</i>		
12. Farm to Preschool Award	First 5 Mono was awarded a runner-up award of \$100 which will be used for a presentation to preschoolers the Lee Vining Community garden and a program using a Community Supported Agriculture (CSA) box at Kids Corner. <i>(INFORMATION)</i>		
13. Preschool Support Donation	A donation of \$3,385.97 was made to First 5 Mono because of the dissolution of the Mammoth Lakes Parent Preschool 501(c) (3). Funds will be used to help support anyone seeking to open a preschool in Mono County. <i>(INFORMATION)</i>		
14. First 5 Mono Fund Balance	The Commission will consider assigning the projected fund balance with any unneeded balances to be returned to the general fund. <i>(ACTION)</i>		
15. Budget FY 2015-16	Staff will present proposed First 5 Mono 2015-16 Budget. (ACTION)		
16. Budget FY 2014-15	Staff will report on the First 5 Mono Revenue and Expenditures-to-date. (INFORMATION)		
17. Program Updates	<ul> <li>Staff and Commissioners will report on the following Commission-run programs.</li> <li>(INFORMATION) <ul> <li>a. Home Visiting: Welcome Baby! &amp; Parenting Partners, Childbirth Education, Lactation Support</li> <li>b. Child Care Quality: CARES Plus &amp; Child Signature Programs</li> <li>c. Oral Health Initiative</li> <li>d. Family Behavioral Health: Peapod Playgroups (Prop. 63 MHSA)</li> <li>e. School Readiness Activities</li> </ul> </li> </ul>		
18. Commissioner Reports	Board members may report about various matters; however, there will be no discussion except to ask questions. No action will be taken unless listed on a subsequent agenda.		
19. Director Report	This information may be reported elsewhere on agenda.		

**Next Regular Commission Meeting: Thursday, August 20<sup>th</sup>, 2015** Mono County Office of Education, Mammoth Lakes Conference Room, and via polycom to Mono County Office of Education, Bridgeport Conference Room

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).



## Special Commission Meeting and Public Hearing

## **Minutes**

## Thursday, April 16, 2015

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

Commissioners Present:	Kim Escudero, Chair Stacey Adler Barbara Miller Tim Alpers
Staff Present:	Molly DesBaillets, Executive Director Shannon Vallejo, Administrative Assistant/Fiscal Specialist

#### Commission Chair Escudero called the meeting to order at 2:30 p.m.

#### 1. Public Comment

None.

#### 2. Minutes (ACTION)

Consideration of minutes for the February 26, 2015 Commission meeting.

ACTION: Approve the February 26, 2015 minutes. MOTION: Commissioner Adler SECOND: Commissioner Miller VOTE: Unanimous ABSTENTIONS: Unanimous

--open public hearing at 2:40 p.m.--

#### 3. Discussion – Mono County Draft Strategic Plan (INFORMATION)

CAO Jim Leddy attended and explained that the County is interested in receiving suggestions from the First 5 Commissioners for the Draft Strategic Plan. Suggestions will be provided to the Board of Supervisors so that they can decide which are the most important for inclusion in the Strategic Plan.

#### 4. Suggestions – Mono County Draft Strategic Plan (ACTION)

Ms. DesBaillets asked for input on the suggestions she and Commissioner Adler prepared. All Commissioners approved of the two suggestions provided.

ACTION: Adopt the suggestions as the official Commission suggestions for the Mono County Strategic Plan. MOTION: Commissioner Miller SECOND: Commissioner Alpers VOTE: Unanimous ABSTENTIONS: Unanimous

#### 5. Public Hearing – First 5 California 2013-14 Annual Report (PUBLIC HEARING)

Ms. DesBaillets presented the Annual Report from First 5 California for FY 2013-14, highlighting the contributions of First 5 Mono County to the report.

#### 6. MOU Approval – Wild Iris and First 5 (ACTION)

Ms. DesBaillets explained that this is an operational agreement between Wild Iris and First 5 for mutual referrals to each organization, maintaining open lines of communication, and providing information as directed and needed by Wild Iris. Wild Iris was mandated to create this agreement by one of their other contracts. It's essentially a formalized agreement for things that are already in practice between the two agencies.

ACTION: Approve the MOU between Wild Iris and First 5 as written. MOTION: Commissioner Miller SECOND: Commissioner Adler VOTE: Unanimous ABSTENTIONS: Unanimous

#### 7. Contract Approval – Mammoth Unified School District and First 5 (ACTION)

Ms. DesBaillets explained that this is essentially the same contract that has been in place since 2011 with the exception of one word in the document. On pg. 84 of the online document or pg. 11 of 13 in the contract, which is the Annual Project Budget, the word "transportation" has been added to the Operating Expenses line item; the funds will be used for transportation instead of supplies as they see fit, since they have ample supplies at this point.

ACTION: Approve the contract between MUSD and First 5. MOTION: Commissioner Adler SECOND: Commissioner Miller VOTE: Unanimous ABSTENTIONS: Unanimous

#### 8. Contract Extension – Eastern Sierra Unified School District and First 5 (ACTION)

Ms. DesBaillets explained that there were no change requests for this contract, so it's merely an agreement extension for FY 115-16.

ACTION: Approve the contract extension with ESUSD. MOTION: Commissioner Alpers SECOND: Commissioner Miller VOTE: Unanimous

## ABSTENTIONS: Unanimous

## 9. Contract Approval – Mono County Library Authority and First 5 (ACTION)

Ms. DesBaillets explained that this is for Raising a Reader. Ana Danielson and Ms. DesBaillets made some small grammatical changes to the current contract, but the amount of the contract is the same.

ACTION: Approve the contract between the Mono County Library Authority and First 5. MOTION: Commissioner Miller SECOND: Commissioner Adler VOTE: Unanimous ABSTENTIONS: Unanimous

## 10. Continue Contract – Mono County Office of Education and First 5 (ACTION)

Ms. DesBaillets explained that this contract was actually already approved and signed, but when it was previously approved as an agenda item it was only for the first year, and it is a three year contract. She is requesting that it be approved for FY 15-16 and FY 16-17.

ACTION: Approve the contract between MCOE and First 5 for FYs 15-16 and 16-17 in the amount of \$7000 per year for the provision of services for Safe Kids California Mono Partners. MOTION: Commissioner Alpers SECOND: Commissioner Adler VOTE: Unanimous ABSTENTIONS: Unanimous

## 11. Commissioner Resignations & Acknowledgements (ACTION)

Ms. DesBaillets informed the Commission that two Commissioners are resigning. Both Commissioners were presented with plaques commemorating their service to the Children & Families Commission.

a. Commissioner Kim Escudero is moving.
ACTION: Approve the resignation of Commissioner Escudero.
MOTION: Commissioner Alpers
SECOND: Commissioner Adler
VOTE: Unanimous
ABSTENTIONS: Unanimous

# b. Commissioner Barbara Miller is retiring and no longer fits the category under which she serves.

ACTION: Approve the resignation of Commissioner Miller. MOTION: Commissioner Alpers SECOND: Commissioner Adler VOTE: Unanimous ABSTENTIONS: Unanimous

### 12. Commission Meeting Schedule 2015-16 (INFORMATION)

Ms. DesBaillets provided the Commissioners with the meeting dates for FY 15-16.

## 13. Commission Budget (INFORMATION)

Ms. Vallejo presented the Commission income and expenses to date.

--close public hearing at 3:30 p.m.--

#### 14. Program Updates (INFORMATION)

#### a. School Readiness Activities

Kindergarten Round Ups and Health & Safety Fairs were held throughout the county. Attendance was very good, including new Spanish-speaking families from Topaz at the Coleville events. Several families signed up for home visiting services. Backpacks were passed out to incoming kindergarteners.

#### **15. Commissioner Reports**

Commissioner Adler mentioned the Big Read at the Mammoth Lakes Library; the book is True Grit, and there are a lot of activities planned around it. The author of the Lazy Runner will be giving a talk on April 29, also at the library.

#### **16. Director Report**

Ms. DesBaillets provided a list of the Commissioner categories to assist with the recruitment of two new Commissioners. For the officer positions, the Vice Chair will step into the Chair position, and at the next Commission meeting she will be seeking two Commissioners to become Vice Chair and Secretary. Commissioner Sassin will serve as the Chair and will help Ms. DesBaillets recruit Commissioners.

#### Meeting adjourned at 4:00 p.m.

## **Quality Counts!**

Inyo, Mono, Alpine Tri-County Consortium for Quality

QUALITY CONTINUUM FRAMEWORK - HYBRID RATING MATRIX WITH ELEMENTS AND POINTS FOR COMMON TIERS 1,3, AND 4

ELEMENT	BLOCK (Common Tier 1) Licensed In-Good Standing	Tier 2 2 POINTS	Tier 3 3 POINTS	Tier 4 4 POINTS	Tier 5 5 POINTS
CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS					
1. Child Observation	Not required	<ul> <li>Program uses evidence-based child assessment/observation tool annually that covers all five domains of development</li> </ul>	<ul> <li>Program uses valid and reliable child assessment / observation tool aligned with CA Foundations &amp; Frameworks twice a year</li> </ul>	<ul> <li>DRDP 2010 (minimum twice a year) and results used to inform curriculum planning</li> </ul>	<ul> <li>Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning</li> </ul>
2. Developmental and Health Screenings	Meets Title 22	<ul> <li>Health Screening form (Community Care Licensing form LIC 701"Physician's Report-Child Care Centers" or equivalent) used at entry, then:         <ol> <li>Annually</li> <li>Annually</li> </ol> </li> <li>Ensures vision and hearing screenings are conducted annually</li> </ul>	<ul> <li>Program works with families to ensure screening of all children using a valid and reliable developmental screening tool at entry and as indicated by results thereafter AND</li> <li>Meets Criteria from point level 2</li> </ul>	<ul> <li>Program works with families to ensure screening of all children using the ASQ at entry and as indicated by results thereafter AND</li> <li>Meets Criteria from point level 2</li> </ul>	<ul> <li>Program works with families to ensure screening of all children using the ASQ &amp; ASQ-SE, if indicated, at entry, then as indicated by results thereafter</li> <li>Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate</li> <li>AND</li> <li>Meets Criteria from point level 2</li> </ul>
3. Local Element "Curriculum" RELATED TO SCHOOL READINESS		<ul> <li>Performs minimal developmental screening or uses checklist</li> <li>OR</li> <li>Uses local School- District K entry screen</li> </ul>			<ul> <li>Evidence-based Curriculum for language and literacy, math and social-emotional</li> <li>AND</li> <li>Health &amp; Nutrition Education activities</li> <li>AND</li> <li>Transition to K Activities</li> </ul>
		CORE II: Teache	rs and Teaching		
4. Minimum Qualifications for Lead Teacher / Family Child Care Home (FCCH)	Meets Title 22     Regulations [Center: 12 units of     Early Childhood Education     (ECE)/Child Development (CD)     FCCH: 15 hours of training on     preventive health practices]	Center: 24 units of ECE/CD*     OR Associate Teacher Permit     FCCH: 12 units of ECE/CD     OR Associate Teacher Permit	<ul> <li>24 units of ECE/CD + 16 units of General Education OR Teacher Permit AND</li> <li>21 hours professional development (PD) annually</li> </ul>	<ul> <li>Associate's degree (AA/AS)</li> <li>In ECE/CD (or closely related field) OR AA/AS in any field plus 24 units of ECE/CD</li> <li>OR Site Supervisor Permit AND</li> <li>21 hours PD annually</li> </ul>	<ul> <li>Bachelor's degree in ECE/CD (or closely related field) OR BA/BS in any field plus/with 24 units of ECE/CD (or Master's degree in ECE/CD) OR Program Director Permit AND 21 hours PD annually</li> </ul>
5. Effective Teacher- Child Interactions: CLASS Assessments (Use tool for appropriate age group as available)	Not Required	<ul> <li>Familiarity with CLASS for appropriate age group as available by one representative from the site</li> </ul>	Independent CLASS     assessment by reliable observer     to inform the program's     professional development     /improvement plan	<ul> <li>Independent CLASS assessment by reliable observer with minimum CLASS scores: Pre-K</li> <li>Emotional Support - 5</li> <li>Instructional Support - 3</li> <li>Classroom Organization - 5 Toddler</li> <li>Emotional &amp; Behavioral Support - 5</li> <li>Engaged Support for Learning- 3.</li> </ul>	<ul> <li>Independent assessment with CLASS with minimum CLASS scores:</li> <li>Pre-K</li> <li>Emotional Support – 5.5</li> <li>Instructional Support- 3.5</li> <li>Classroom Organization – 5.5</li> <li>Toddler</li> <li>Emotional &amp; Behavioral Support – 5.5</li> <li>Engaged Support for Learning-4</li> </ul>
6. Local Element "APPROACH to DLL and INCLUSION"					<ul> <li>Specialized Training for ELL and students with disabilities</li> </ul>

\*As of 01/20/2014 approved assessments are Creative Curriculum GOLD and Early Learning Scale by National Institute of Early Education Research (NIEER) \*\*For all ECE/CD units, the core 8 are desired but not required.

Note: Point values are not indicative for Tiers 1-5 but reflect a range of point values.

Mig. Date 6/25/15					
ELEMENT	BLOCK (Common Tier 1) Licensed In-Good Standing	2 POINTS	3 POINTS	4 POINTS	5 POINTS
	CORE III: PR	OGRAM AND ENVIRONI	MENT – Administration ar	nd Leadership	
7. Ratios and Group Size (Centers Only beyond licensing regulations)	Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:6 Preschool ratio of 1:12 FCCH: Title 22 Regulations (excluded from point values in ratio and group size)	Center – Ratio: Group Size Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	Center – Ratio: Group Size Infant/Toddler – 3:12 Toddler – 2:12 Preschool – 2:24	Center – Ratio: Group Size Infant/Toddler – 3:12 or 2:8 Toddler – 2:10 Preschool – 3:24 or 2:20	Center – Ratio: Group Size     Infant/Toddler – 3:9 or better     Toddler – 3:12 or better     Preschool – 1:8 ratio and     group size of no more than 20
8. Program Environment Rating Scale(s) (Use tool for appropriate setting : ECERS-R, ITERS-R, FCCERS- R	Not Required	<ul> <li>Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan</li> </ul>	<ul> <li>Independent ERS assessment. All subscales completed and averaged to meet overall score level of 4.0</li> </ul>	<ul> <li>Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0</li> </ul>	<ul> <li>Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5</li> </ul>
9. Director Qualifications (Centers Only)	<ul> <li>12 units ECE/CD+ 3 units management/ administration</li> </ul>	<ul> <li>24 units ECE/CD + 16 units General Education +/with 3 units management/administration</li> <li>OR Master Teacher Permit</li> </ul>	<ul> <li>Associate's degree with 24 units ECE/CD +/with 6 units management/administration and 2 units supervision</li> <li>OR Site Supervisor Permit AND</li> <li>24 hours PD annually</li> </ul>	<ul> <li>Bachelor's degree with 24 units ECE/CD +/with 8 units management/administration OR Program Director Permit AND</li> <li>21 hours PD annually</li> </ul>	<ul> <li>Master's degree with 30 units ECE/CD including specialized courses +/with 8 units management/administration, OR Administrative Credential AND</li> <li>21 hours PD annually</li> </ul>
10. Local Element "Home to School Connections"					<ul> <li>Access to child development information and resources Two Parent conferences per year</li> </ul>
TOTAL POINT RANGES					
Program type	Common Tier 1	Local-Tier 2***	Common-Tier 3	Common-Tier 4	Local-Tier 5****
Centers 10 Elements for 50 points	Blocked (No Point Value) – Must Meet All Elements	Point Range 17 to25	Point Range 26 to 33	Point Range 34 to 44	Point Range 45 and above
Infant-only Centers 9 elements for 45 points	Blocked (No Point Value) – Must Meet All Elements	Point Range 15 to 22	Point Range 23 to 30	Point Range 31 to 39	Point Range 40 and above
FCCHs 7 Elements for 35 points	Blocked (No Point Value) – Must Meet All Elements	Point Range 12 to 17	Point Range 18 to 23	Point Range 24 to 31	Point Range 32 and above
Infant-only FCCHs 6 Elements for 30 points	Blocked (No Point Value)- Must Meet All Elements	Point Range 10 to 14	Point Range 15 to 19	Point Range 20-26	Point Range 27 and above

\*\*\*Local-Tier 2: Local decision If Blocked or Points and if there are additional elements

\*\*\*\*Local-Tier 5: Local decision if there are additional elements included

California Department of Education, February 2014

4/20/15ka

## Partners for Quality

# 1. County Offices of Education

Inyo Superintendent of Schools

Dr. Terence K. McAteer Mono Superintendent of Schools

Dr. Stacey Adler Alpine Superintendent of Schools

Dr. Patrick Traynor

## 2. First 5

Inyo First 5 Jody Veenker, Exec. Director Mono First 5 Molly DesBaillets, Exec. Director Alpine First 5 John Fisher, Exec. Director

## 3. Child Care Planning Councils

Inyo: Sue Kinney, LPC Coordinator Mono: Cindy Duriscoe, LPC What are the QRIS Local Block Grants?

State Preschool Programs who achieve a quality rating of Tier 4 or 5 on the Tri-County Consortium Quality Matrix will be eligible for local block grants of: Tier 4 - \$3500 per Classroom Tier 5 - \$3828 per Classroom

Classrooms rated at Tier 4 or 5 with 75% enrolled high need students are also eligible for \$300/\$500 High Need Incentives.

The "QRIS Team" will develop a portfolio-based collection system for each participating site in order to establish initial ratings. To find out more or sign-up for this program, please contact:

> Name Phone # Email Address

Local Block Grant Guidelines Inyo-Mono-Alpine Tri-County Consortium

# "Quality Counts"

Local Block Grants for California State Preschool

## New for 2015

Classrooms implementing ASQ(Ages  $\Rightarrow$  Stages Questionnaire) with parents by November 15, 2015 will be eligible for a \$1000 per Classroom implementation incentive.

# Opportunities to learn about ASQ-3 and ASQ-S/E:

2. Tuesday, June 23, 2015, 8:30-3:30 Comprehensive ASQ-3 provided by Inyo Resource & Referral, Child Care Connection

Draft

3. Wednesday, June 24, 2015, 8:30-3:30

Comprehensive ASQ-S/E provided by: Invo Resource & Referral, Child Care Connection



## Eastern Sierra 2-1-1 Line Proposal

#### What: 2-1-1 Help Line

2-1-1 is a nationwide system available to counties that opt in by applying to the Public Utilities District to have the line assigned for their county(s). Examples of the types of resources people can access through the 2-1-1 line are: food and housing, health services, mental health and crisis support, and emergency disaster response. Specific populations that typically access 2-1-1 include: seniors, people with disabilities, children, and families.

#### Who: Mono and Alpine Counties

Funding collaboration suggestions based on other counties 2-1-1 funding structures include: local non-profit organizations, county government, First 5.

#### How: Data gathering and Input

Mono County would gather and input all the resource information in a common data base (I-Carol) to be used by the Ventura call center. First 5 in Mono and Alpine would serve as the primary contact and would collect resource information from their county and send it to the input coordinator in Mono County. The primary contact in Inyo is not yet determined. The data base would then be used by a 24/7 call center in Ventura to refer families and others to the resources they seek and are qualified for. We would form a work group to develop the script of questions call takers would use on all incoming Inyo, Mono, and Alpine calls.

#### Cost: \$8,250/year

\$10,000-\$50,000 start up for switching costs (Mono only) & \$1,000 for database= \$11,000-\$51,000 The Ventura call center would charge us \$8,000 (which includes call taking and follow ups), provided we do not exceed 1,000 calls per year. The mandatory iCarol database costs \$250 per year for counties under 50,000. There is also a fee for switching the lines which varies greatly depending on which carrier has control of the lines. The estimated switching costs are \$10,000-\$50,000. Currently, First 5 Mono has lined up some funding commitments (see the following) based on a Mono/ Alpine Partnership. The following proportions of that cost are proposed based on population size and funding structures from other counties: Mono:

Proposed Commitments	Mono First 5	\$1,250
	Mono County	\$1,000
	Agencies	
Committed	IMACA	\$1,000
	Mono County	\$1,000
	Probation	
	Mono County IT	\$1,000
	Wild Iris	\$1,000
	Total	\$6,250

Alpine:

Total	\$2,000
	\$1,000
	\$1,000
r	ne County ncies ne County ncies

UPDATE: Verizon in narrowing in on the specific cost and Rick Johnson, public health officer for Inyo & Mono is applying for a \$5,000 grant for each county for the start up costs.

Item #6

Mtg. Date 6/25/15



Jeanne Sassin	
Commission Vice-Chair	
Teacher	
Lee Vining Elementary School	

*Stacey Adler, PhD* Mono County Superintendent of Schools

*Karin Humiston* Chief Probation Officer

*Tim Alpers Mono County Board of Supervisors* 

**Rick Johnson, MD** Mono County Health Officer **Date:** June 25, 2015

To: Honorable Board of Supervisors

From: Molly DesBaillets, Executive Director, First 5 Mono County

**Subject:** Appointment of Ms. Megan LePlatt and Dr. Kris Wilson to the First 5 Mono County Children and Families Commission

#### **Recommended Action:**

Appoint new Commissioners, Ms. Megan LePlatt and Dr. Kris Wilson, to the Mono County Children and Families Commission to serve three-year terms, commencing July 14, 2015 and expiring on July 13, 2018.

#### Discussion:

On behalf of the Mono County Children and Families Commission, I respectfully request that the Board of Supervisors appoint Ms. Megan LePlatt and Dr. Kris Wilson to the First 5 Mono County Children and Families Commission.

Vacancies were created with the resignation of:

- Ms. Barbara Miller, who resigned because she no longer fills the category she served under due to retirement (she served under the category: Representative of a local child care resource or referral agencies or a local child care coordinating group).
- Dr. Kim Escudero, who recently resigned because she is moving away from the area (she served under the category: *Representative of local medical, pediatric, or obstetric associations or societies).*

In accordance with Mono County Code, Ms. LePlatt wishes to serve under the membership category: *Representative of local organizations for prevention or early intervention for families at risk.* Ms. LePlatt is employed as the Indian Child Welare Act representative for the Utu Utu Gwaitu Paiute Tribe and works with families who are at risk. Please find her letter if intent attached.

Dr. Wilson wishes to serve under the membership category: *Representative of local medical, pediatric, or obstetric associations or societies.* Dr. Wilson is a prediatrition at Sierra Park Pediatrics in Mammoth Lakes. Please find her letter of intent attached.

Fiscal Impact: None

Molly DesBaillets, MA Executive Director

Providing leadership in sustaining a network of support for all children, ages 0 through 5 years, and their families. Partnering with the community to improve outcomes in children's health, safety and learning.

P.O. Box 130 • Mammoth Lakes, CA 93546 760-924-7626 • 760-934-8443 (fax) • <u>mdesbaillets@monocce.org</u> monokids.org



## 25669 Highway 6, PMB I • Benton, California 93512 (760) 933-2321 • fax (760) 933-2412

First 5 Mono County Commission

P.O. Box 130

Mammoth Lakes, Ca 93546

May 18, 2015

My name is Megan I am interested in sitting on the First 5 Board of Commissions. I realize this is a great responsibility, one I would handle with pride and diligence.

I am Native American and currently employed by the Utu Utu Gwaitu Paiute Tribe as the Indian Child Welfare Act Representative. As the representative I work with Native American Families who are at risk, or are already in the early stages of intervention with regard to minor children.

I have helped coordinate group activities for a few different agencies, such as First 5, Huubu, and Tribal TANF. Also, I am certified to facilitate a Healthy Relationships Group that targets parents with parenting intertwined. I enjoy participating as well as getting other families engaged for the positive benefits it will give their family.

It would be an honor to sit on the First 5 Board of Commissions. I enjoy being involved in early child development. It's always a good feeling to be an informed Advocate, I like to keep families informed of programs that would best fit their family needs. As well as point families in the right direction to explore and utilize any helpful information as active parents.

I would like to thank everyone for your time to read and consider my letter of interest. I hope to hear from your agency.

Megan Leplat – I.C.W.A.

Return to Agenda

13

MAMMOTH HOSPITAL Southern Mono Healthcare District USSA Item #7 Mtg. Date 6/25/15

To whom it may concern:

My name is Kris Wilson and I am a pediatrician at Sierra Park Pediatrics here in Mammoth Lakes, CA. I am formally requesting consideration for the position of commissioner on the First 5 Mono County Commission. Being a pediatrician, mother, and an active member of our community, I share a sincere interest in the continued growth and strength of our families and children. Please find attached my CV which also contains my personal contact information. I look forward to meeting with you soon.

Thank you kindly for your consideration,

Sincerely,

Kristin Wilson MD FAAP

KRISTIN WILSON, M.D. F.A.A.P.

PO BOX 2187 MAMMOTH LAKES, CA 93546

310.795.1701

kristin\_wilson@me.com

#### MEDICAL TRAINING

#### CHILDREN'S HOSPITAL LOS ANGELES — GENERAL PEDIATRICS RESIDENCY Internship + Residency | JUNE 2008 - JUNE 2011

Inpatient and outpatient rotations at Children's Hospital Los Angeles, LAC + USC (Los Angeles County Hospital + University of Southern California) and Hollywood Presbyterian Hospital. Inpatient rotations including: Community Based and Tertiary Quaternary Care NICU rotations, Bone Marrow Transplant Unit, PICU, Oncology Ward. Selected for Attending Speciality Service, covering transplant (cardiac, pulmonary, gastrointestinal, renal, liver) and neurosurgery services. Continuity clinics at Children's Hospital Los Angeles.

#### EDUCATION

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER SCHOOL OF MEDICINE Doctor of Medicine | AUGUST 2004 - MAY 2008

#### TEXAS TECH UNIVERSITY

Bachelor of Science in Zoology with Minor in Chemistry | AUGUST 2000 - MAY 2004 Summa cum laude in Honors Studies.

#### LICENSURE AND CERTIFICATIONS

MEDICAL BOARD OF CALIFORNIA, LICENSE: A112091 2010 – Present

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATION - D.E.A. LICENSE: FW2228030 2010 - Present

AMERICAN BOARD OF PEDIATRICS CERTIFICATION 2012

PEDIATRIC ADVANCED LIFE SUPPORT (PALS), CERTIFIED PROVIDER 2008 – Present

NEONATAL RESUSCITATION PROGRAM (NRP), CERTIFIED PROVIDER Return to Referre

### PROFESSIONAL EXPERIENCE

#### MAMMOTH HOSPITAL SIERRA PARK PEDIATRICS – SOUTHERN MONO HEALTHCARE DISTRICT MAMMOTH LAKES, CALIFORNIA Pediatrician | JULY 2011 – Present

Pediatric inpatient and outpatient care. Emergency Department consultation. Newborn Nursery service, and attendance at high-risk deliveries. On-call physician for after hours help line. Telemedicine patient care in partnership with University of California, Davis Medical Center.

#### UNIVERSITY OF NEVADA SCHOOL OF MEDICINE

Associate Professor - Rural Health Care Elective | 2011 - Present

#### HONORS AND AWARDS

REPRESENTATIVE - AAMC NATIONAL CONVENTION 2004 - 2008

**REPRESENTATIVE – TEXAS MEDICAL ASSOCIATION - MEDICAL STUDENT SECTION** 2004 - 2006 TMA Recognition for Outstanding Service TMA MSS Representative to Councils of Communication and Joint Health Promotion

TEXAS TECH UNIVERSITY SCHOOL OF MEDICINE AMBASSADOR 2004 - 2008

VOTED "FUNNIEST FEMALE & BEST PERSONALITY" BY MEDICAL SCHOOL CLASSMATES 2004 - 2006

**TEXAS TECH UNIVERSITY HONORS COLLEGE** 2000 – 2004 Honors Endowed Merit Scholarship

EARL CAMP AWARD SCHOLARSHIP FINALIST 2004 Awarded to top Biological Sciences graduating student

MORTAR BOARD HONOR SOCIETY 2003 - 2004 Community Service Chairman Recognition of excellence in community service at National Conference

TEXAS TECH UNIVERSITY PRESIDENT'S SELECT - AMBASSADOR 2003 - 2004

#### Return to Agenda

#### PROFESSIONAL ASSOCIATIONS

AMERICAN ACADEMY OF PEDIATRICS 2008 - Present

AMERICAN MEDICAL STUDENT ASSOCIATION 2004 - 2008

TEXAS MEDICAL ASSOCIATION 2004 - 2008

ASSOCIATION OF AMERICAN MEDICAL COLLEGES 2004 - 2008

#### VOLUNTEER WORK

#### MAMMOTH HIGH SCHOOL & YOUTH FOOTBALL LEAGUE

2011 - Present Organized and participated in various physical exam fairs providing comprehensive pre-participation physical exams with donations benefiting local booster clubs.

## MONO COUNTY BREAST FEEDING TASK FORCE AND FIRST 5 PROGRAM PHYSICIAN ADVISOR

2011 - Present

#### MAMMOTH HIGH SCHOOL & MAMMOTH MIDDLE SCHOOL GUEST LECTURER 2011 - Present

## KMMT 106.5 FM RADIO (FROM MAMMOTH TO FRESNO, CALIFORNIA) ON AIR GUEST

2011 - Present Discussing local health issues and topics of interest to parents in the Eastern Sierra.

#### MAMMOTH TIMES (Newspaper + Online Local Media)

2011 - Present Guest columnist

#### OUTSIDE ACTIVITIES + INTERESTS

Backcountry & Alpine Skiing. Snowboarding. Surfing Camping. Hiking. Running. Yoga. Fly Fishing.

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND MONO COUNTY DEPARTMENT OF SOCIAL SERVICES FOR THE PROVISION OF CAPIT SERVICES

This Memorandum of Understanding (MOU) is between the Mono County Children and Families Commission (First 5) and Mono County Department of Social Services (the County).

It is expressly understood and agreed by both parties to this agreement that the purpose of this MOU is to set the terms for a cooperative project wherein First 5 will provide Child Abuse Prevention, Intervention, and Treatment (CAPIT) services to the County for reimbursement in an amount not to exceed \$30,000 per fiscal year.

#### NOW, THEREFORE, FIRST 5 AND THE COUNTY AGREE AS FOLLOWS:

- 1. The term of this Agreement shall be from July 1, 2015 to June 30, 2017, unless sooner terminated by written agreement by either party.
- 2. First 5 agrees to provide those services to the County as described in Attachment A, Scope of Work.
- 3. The County agrees to pay First 5 in accordance with the terms set forth in Attachment B. The total sum of all payments made by the County to First 5 for services and work performed under this Agreement shall not exceed thirty thousand dollars (\$30,000.00) per fiscal year nor sixty thousand dollars (\$60,000.00) during the entire term of this Agreement ("contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by First 5 for services or work performed that is in excess of the contract limit.
- 4. Both parties agree that the purpose of these funds is to reimburse First 5 for the provision of CAPIT services and these funds will be exclusively used to pay for such services as are listed in Attachment A.
- 5. The method by which the parties will invoice and provide payment is as follows:
  - a. First 5 shall submit an invoice with a Quarterly Monitoring Report (example included at Attachment A) to the County on a quarterly basis. Quarterly invoices and all required reporting shall be due from First 5 on October 15, 2015 and 2016; January 15, 2016 and 2017; April 15, 2016 and 2017; and July 10, 2016 and 2017. *Please note the earlier-than-usual due date for the month of July*. An Annual Report shall be due from First 5 no later than July 31 of each year. The obligation to provide invoices and receipts shall survive the contract expiration date.

- b. The County will pay the invoices to First 5 directly within 30 calendar days of the date the invoice was issued.
- 6. This MOU may be amended by a writing signed by authorized representatives of the organizations mentioned herein.
- 7. This MOU shall be administered on behalf of the two organizations by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

First 5 Mono County:	Mono County Social Services:
Molly DesBaillets, Executive Director	Kathryn Peterson, Director
365 Sierra Park Road, Bldg. M	P.O. Box 2969
P.O. Box 130	Mammoth Lakes, CA 93546
Mammoth Lakes, CA 93546	760-924-1770
760.924.7626	

By the signatures of their authorized representatives appearing below, First 5 and the County agree to perform and abide by the terms of this MOU.

First 5 Mono County:	Mono County Social Services:
Ву:	Ву:
Dated:	Dated:
APPROVED AS TO FORM: County Counsel	
Ву:	
Dated:	
APPROVED FOR RISK MANAGEMEN	Г:
By:	

Dated:

#### ATTACHMENT A

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND MONO COUNTY DEPARTMENT OF SOCIAL SERVICES FOR THE PROVISION OF CAPIT SERVICES

#### **TERM:**

#### FROM: July 1, 2015 TO: June 30, 2017

#### **SCOPE OF WORK:**

First 5 shall perform and/or provide the following services and programs:

Home Visiting Program to be provided to families with children ages one through six identified as high risk using research and evidenced based programs. This 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. The target population for these services shall be isolated families within Mono County, which includes children at greatest risk for child abuse and neglect including those currently being served by the Mono County Child Welfare.

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. First 5 shall conduct community outreach to educate the community on the program and services.

### QUARTERLY AND ANNUAL REPORTS

1. Quarterly Monitoring Reports: Will cover three (3) month periods and shall be provided to Department of Social Services by First 5 using the report template shown below. First 5 shall submit a Quarterly Monitoring Report along with an invoice for expenses and accompanying financial report to the County on a quarterly basis. Quarterly reporting and invoicing shall be due from First 5 on October 15, January 15, April 15, and July 10, of each year this Agreement is in effect. Please note July's earlier due date.

Quarterly Monitoring Report Template shall include the following items: a. Name of Service Provider and Program. b. Please provide a brief description of your activities for the reporting quarter/period, including any program improvements or challenges. Please include copies of any surveys or other tools used to measure client satisfaction.

c. Please share any unexpected outcomes (positive or negative), and any unmet community needs, discovered through providing these services.

2. Annual Reports: A comprehensive Annual Report will be provided to DSS by First 5 no later than July 30 of each year using an Annual Report template as designated by the Office of Child Abuse Prevention (OCAP) for reporting on the use of OCAP funds. The annual report template will be provided to First 5 at the start of the fiscal year under separate cover.

#### ATTACHMENT B

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND MONO COUNTY DEPARTMENT OF SOCIAL SERVICES FOR THE PROVISION OF CAPIT SERVICES

#### **TERM:**

#### FROM: July 1, 2015 TO: June 30, 2017

First 5 shall submit quarterly financial reports including funding, costs, expenditures and allocation of expenditures for this program, using an Excel spreadsheet template provided by County to First 5 for reporting purposes. The CAPIT Grant requires a 10% match, cash or in-kind.

**Line Item changes:** First 5 may change budgeted amounts between line items as warranted to accommodate needed program adjustments without first receiving County approval. However Fist 5 must 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. Proposed changes to the FY 2016-17 budget are to be submitted by First 5 prior to the start of FY 2016-17.

PERSONNEL EXPENSES							
POSITIONS %	TIME	CA	PIT Funds	In-	Kind	TO	DTAL
Staff vi	0% FTE (divided by 4 home sitors, 25% for 2 bilingual and 5% for 2 English only)	\$	18,000	\$	19,000	\$	37,000
F5M Home Visiting 3 <sup>th</sup> Supervision	% FTE	\$	-	\$	7,945	\$	7,945
TOTAL PERSONNEL8.	3% FTE	\$	18,000	\$	26,945	\$	44,945
OPERATING EXPENSES		l		l		1	
		CA	PIT Funds	In-	Kind	T	DTAL
Office Supplies			-	\$	750	\$	750
Family Counseling, 4 families (max \$500 each)			2,000			\$	2,000
Educational Materials			1,000			\$	1,000
Training & Travel		\$	9,000			\$	9,000
Grant Administration		\$	-	\$	850	\$	850
In-Direct, 10% of salaries			-	\$	4,495	\$	3,700
Total Operating Expenses			12,000	\$	6,095	\$	18,095
Requested Budget Amount CAPIT Funds	In-Kind Budget Amount	ТО	TAL Budget	Amo	ount		
\$30,000	\$33,040	\$6	3,040				

CAPIT Annual Budget - FY 2015-16 and FY 2016-17

#### AGREEMENT BETWEEN THE COUNTY OF MONO AND THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION FOR THE PROVISION OF NEW PARENT SUPPORT GROUP SERVICES

#### INTRODUCTION

WHEREAS, the County of MONO (hereinafter referred to as "County") may have the need for NEW PARENT SUPPORT GROUPS provided by THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION, (hereinafter referred to as "Contractor"). The following covenants, terms, and conditions are in consideration of the mutual promises:

#### TERMS AND CONDITIONS

#### 1. SCOPE OF WORK.

Contractor shall furnish to 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 Robin K. Roberts whose title is: Behavioral Health Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. 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 County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at 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, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

#### 2. TERM.

The term of this Agreement shall be from <u>July 1, 2015</u> to <u>June 30, 2016</u> unless sooner terminated as provided below.

#### 3. CONSIDERATION.

A. <u>Compensation.</u> County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in the

Scope of Work (set forth as Attachment A) performed by Contractor at the County's request.

- B. <u>Travel and Per Diem.</u> Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.
- C. <u>No Additional Consideration.</u> 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, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- D. <u>Limit upon amount payable under Agreement.</u> The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed <u>\$35,000</u> through June 30, 2016 (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 in excess of the contract limit.
- E. <u>Billing and Payment.</u> Contractor shall submit to the County, once each quarter, an itemized statement of all services and work described in the Scope of Work, which was provided at County's request. This statement will be submitted to the County not later than the fifth (5<sup>th</sup>) day of the first month of the succeeding quarter. The statement to be submitted will cover the period from the first (1<sup>st</sup>) day of the preceding quarter. This statement will identify the date on which the services and work were performed and describe the nature of the services and work that were performed on each day. Upon timely receipt of the statement by the fifth day of the first month of the succeeding quarter.
- F. <u>Federal and State Taxes</u>.
- (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 will withhold California State income taxes from payments made under this Agreement to non-California 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. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W- 9.

#### 4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which is requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her/its own schedule, but will coordinate with County to insure 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 County. At County's request, Contractor will provide County with evidence of current and valid licenses, certificates and permits which 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.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, 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.

<u>Personal Property of County.</u> Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of 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, which is the result of Contractor's negligence or intentional act.

#### 8. WORKERS' COMPENSATION.

Contractor shall provide worker's compensation insurance coverage in the legally required amount for all Contractor's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied with, and will comply during the term of this Agreement, with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, will provide County with evidence of the required workers' compensation insurance coverage if requested by County. If Contractor uses the services of independent contractors, it is Contractor's responsibility and burden to ensure that this status is correct and Contractor shall be solely and exclusively responsible for this determination. Any claims or disputes arising over this issue shall be subject to the indemnification provisions set forth in Paragraph 11, below.

#### 9. INSURANCE.

A certificate of insurance, for all stated insurance requirements, shall be provided to the Mono County Risk Manager at least ten (10) business days before the start of services to be provided by Contractor to County. The policies shall each maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) calendar days prior written notice to the County Risk Manager.

#### A. General Liability.

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the work and services, including operations, products and completed operations, as applicable, to be performed by Contractor under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. 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 will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+." County will be named as "an additional

named insured" on this policy. Contractor will provide the County a copy of the policy and a certificate of insurance showing the County as "an additional named insured" and indicating that the policy will not be terminated, canceled, or modified 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 \$500,000.00 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. Professional Liability Insurance

Contractor shall procure and maintain in force throughout the duration of this Agreement, a professional liability insurance policy with a minimum coverage level of \$1,000,000 each occurrence/\$2,000,000 policy aggregate. Proof of such insurance shall be provided to County at least ten (10) days prior to the start of any work by Contractor/Consultant.

If professional liability coverage is written on a claims-made form:

1. The "Retro Date" must be shown, and must be before the date of the contract of the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

D. Deductible and Self Insured Retentions

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 as respects 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.

#### 10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, hires, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as

agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. 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 or considered to create an employee relationship or 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, hires, and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not as 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, hires, 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, or 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 which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, hires, suppliers, or any one 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.

#### 12. RECORDS AND AUDIT.

A. <u>Records</u>. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and as required pursuant to federal, state, county, municipal, ordinances, regulations, and/or 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, microphotographs, or other authentic reproduction of such records.

B. <u>Inspections and Audits.</u> Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which 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, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, age, or sex. 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 there under 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. CANCELLATION.

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

#### 15. ASSIGNMENT.

This is an agreement for the 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 or subcontract this Agreement, or any part of it, without the express written consent of County, unless specified in the Scope of Work for the provision of support group facilitators. Further, Contractor shall not assign any monies due or to become due under this Agreement without prior written consent of County.

### 16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) business 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 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 twenty-three (23) below.

#### **18. CONFIDENTIALITY.**

Contractor agrees to comply with the 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 require all persons hired by Contractor to facilitate the new parent support groups to execute confidentiality agreements. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Contractor agrees to abide by all Health Insurance Portability and Accountability Act (HIPAA) requirements set forth in Attachment C to this Agreement "HIPAA Business Associate Agreement." Notwithstanding the provisions of this paragraph, Contractor and its employees, agents, officers, and representatives shall ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency.

#### **19. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to require all persons hired by Contractor to declare they will comply with the provisions of this paragraph.

#### 20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal gain, or enhancement. Further, Contractor agrees for a period of two 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. Contractor agrees to require all persons hired by Contractor to facilitate the new parent support groups to execute a post agreement covenant that complies with the terms of this paragraph.

#### 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 County to enter this Agreement is based upon available funding from various sources, including Proposition 63 monies. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within twenty calendar (20) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph 23 (Amendment).

#### 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 either party during the terms 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 Behavioral Health Department Attn: Robin K. Roberts, MFT – Behavioral Health Director P.O. Box 2619 Mammoth Lakes, Ca. 93546

Contractor:

The Mono County Children and Families Commission Attn: Molly Desbaillets, Director P.O. 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 \_\_\_\_\_DATE OF \_\_\_\_\_\_ 2015.

COUNTY OF MONO	CONTRACTOR
By: County Administrative Officer	By:
Dated:	Dated:
	Taxpayer ID Number
APPROVED AS TO FORM:	
County Counsel	County Counsel for Contractor
APPROVED AS TO INSURANCE	

County Risk Manager

#### ATTACHMENT A

#### AGREEMENT BETWEEN THE COUNTY OF MONO AND THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION FOR THE PROVISION OF NEW PARENT SUPPORT GROUP SERVICES

#### TERM: FROM: 07/01/15 TO: 06/30/16

#### **SCOPE OF WORK**

Contractor shall perform the following work and services upon County's request:

Contractor shall hire, train, and provide administrative oversight to group facilitators, who will provide services including the establishment, facilitation, coordination, and development of new parent support groups (hereinafter referred to as "Support Groups" or "Peapod Playgroups") in a manner that is consistent with the Mono County's Mental Health Services Act Innovation Project.

The focus of the project is on the development of Support Groups countywide to enhance the mental health and stability of young parents. The learning goal will be to discover which strategies are most effective at encouraging utilization of local mental health services for various populations. The project will seek to increase the access to, and provide a forum for, "underserved" groups of new parents in all areas of Mono County by providing support groups to these persons. The identification of such persons shall be made by Contractor in consultation with the Mono County Behavioral Health Department.

The Support Groups will contribute to learning in a variety of ways, including fostering early recognition of emergent post-partum and other mental disorders and through provision of a forum for open and frank discussion of mental health issues (de-stigmatization), where seeking assistance for mental health problems/issues is encouraged and normalized. The program will also provide a safe and secure setting for these parents to engage in discussion of mental health issues facing new parents; work to increase the knowledge and confidence of new parents; and provide a forum to encourage new parents to gain stronger ties and connection to their community.

Topics that will be covered in each new parent support group will include: basic mental health issues, parenting skills and strategies, how to incorporate an infant into existing family structure, breastfeeding support, how to recognize the early signs of depression and other pre- and post-partum mental health issues, nutrition, and discussion of area resources for assistance. By presenting information about mental health within the same context that information is provided about parenting issues, the project seeks to de-stigmatize the use of local mental health services.

County shall provide mental health training for the Mono County Children and Families Commission staff or contractors providing these services, as needed to meet the terms and conditions of the MHSA Innovation project. In addition, Funding will be available via the County to provide mental health support for individuals identified in the Support Groups as needing mental health services and who have no other identified payor source. Contractor will work with individuals identified through the Support Groups as persons needing mental health services by referring and encouraging them to contact Mono County Behavioral Health. Any such contact and referral shall be kept confidential from other group members, if communicated to Contractor outside of a group session. It is understood that contact and referral information made during a group session will be communicated to all group participants.

While providing these services, Contractor will also be evaluating Support Group participants for mental health and other service referral, and observing and reporting on the success of the group setting for distribution of, and information about, mental health services.

It is expected that Contractor will collaborate with Mono County Behavioral Health, Mono County Public Health, Mono County Department of Social Services, Mammoth Hospital, and the Mono County Superintendent of Schools. Contractor shall establish primary contacts with each of these agencies to facilitate the goals of this program.

#### Frequency of Groups

Contractor shall ensure that each Support Group is run for a minimum of ten (10) sessions of at least one (1) hours each. Support Groups may continue beyond ten sessions if Contractor and County determine that the Support Group is effectively furthering the goals of the Peapod project and that such continuation is not in conflict with the administration of other Support Groups required under this Agreement.

The goal of this Agreement is that Contractor will conduct the following number of Support Groups, in the location and in the language specified, unless a lack of need or other circumstances prevents this specific goal from being reached. At a minimum, the following groups will occur:

Four (4) ten-session English speaking Support Groups will be run in Mammoth Lakes.

Four (4) ten-session Spanish speaking Support Groups will be run in Mammoth Lakes.

Four (4) ten-session Support Groups will be run in the Northern part of Mono County, serving Walker/Coleville, Bridgeport, Lee Vining, and/or June Lake.

Four (4) ten-session Support Groups will be run in the Southeastern part of Mono County, to include Crowley Lake, Chalfant, and/or Benton.

Contractor shall secure adequate space for Support Group meetings and shall provide all materials, supplies, and food for each Support Group. North County Support Groups may use the Antelope Valley Wellness Center, owned and managed by County, provided that Support Groups do not conflict with other scheduled activities.

Contractor shall maintain data collected from weekly and Support Group end participant surveys and will evaluate it locally to determine trends. During the span of this project, Contractor will

use feedback from group leaders and participants to alter the Support Groups so that they come as close as possible to meeting participant needs.

Contractor will collect and maintain data on all group referrals including which community services in addition to the support group are utilized. (e.g., Public Health, Behavioral Health, Mammoth Hospital, etc.) Contractor will try to determine if there are strategies that work better with certain participants to encourage continued attendance at the Support Groups, as well as utilization of mental health resources. Feedback from group leaders and participants will be used to alter Support Groups, as needed, so that they come as close as possible to meeting participant needs.

Data shall be turned in twice annually, along with the Contractor's request for payment for the second and fourth quarters.
# ATTACHMENT B

# AGREEMENT BETWEEN COUNTY OF MONO AND THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION FOR THE PROVISION OF NEW PARENT SUPPORT GROUP SERVICES

# TERM: FROM: 07/01/15 TO: 06/30/16

### SCHEDULE OF FEES:

Contractor shall be paid an amount up to \$35,000 for services and for coordination of services as described in the Scope of Work and for administering and paying for the required Support Groups, data collection and reporting, and related activities required in the Scope of Work.

Verification and certification that this work was performed will be made by the County and payment will be made thereafter pursuant to paragraph 3.E of the Agreement. Verification may include a review of invoices, proof of payment made to facilitators and group leaders, training expenses, rent, and other ancillary and related expenses, including but not limited to overhead and coordination fees not to exceed 15% of expenditures for the quarter, unless otherwise approved in writing by the Mental Health Director, in furtherance of the Scope of Work.

Contractor is responsible for managing the amount of funds in a manner that all of the required work and services are performed within the contract limit. It is expected that Contractor will pay customary and reasonable amounts or stipends for services, equipment, supplies, and related expenses necessary to fulfill the terms of this Agreement.

All bills shall be accompanied by documentation that each expense was incurred by MCCFC. Documentation may include actual invoices, pay records for stipends paid to staff or independent contractors, etc.

Item #9b Mtg. Date 6/25/15

### ATTACHMENT C

### COUNTY OF MONO HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE TERMS AND CONDITIONS

# HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the "Agreement") between Contractor, (the "Business Associate") and the County of Mono (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

(a) <u>Business Associate</u>. "Business Associate" shall mean the party identified above as the "Business Associate".

(b) <u>Breach.</u> "Breach" shall have the same meaning as the term "breach" in Section 164.402.

(c) <u>Covered Entity.</u> "Covered Entity" shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) <u>Designated Record Set.</u> "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

(e) <u>Electronic Protected Health Information.</u> "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) <u>Individual.</u> "Individual" shall have the same meaning as the term "Individual" in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) <u>Master Agreement</u>. "Master Agreement" shall mean the contract or other agreement to which this Attachment is attached and made a part of.

(h) <u>Minimum Necessary</u>. "Minimum Necessary" shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.

(i) <u>Privacy Rule</u>. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) <u>Protected Health Information</u>. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) <u>Required By Law.</u> "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

(1) <u>Secretary</u>. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.

(m) <u>Security Incident.</u> "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) <u>Security Rule</u>. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) <u>Unsecured Protected Health Information</u>. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

# 4. Compliance with the HIPAA Privacy and Security Rules.

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

# 5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Exhibit 1 to this Attachment, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Scope of Work (Attachment A) of the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

# 6. **Appropriate Safeguards.**

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

# 7. **Reporting Unauthorized Uses and Disclosures.**

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations

and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

# 8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

# 9. **Indemnification.**

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

# 10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

# 11. **Obligations of Covered Entity.**

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

# 12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

# 13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. **Permissible Requests by Covered Entity**. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

# 15. **Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

# 18. Notices.

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

> Mono County Privacy Officer Office of County Counsel P.O. Box 2415 Mammoth Lakes, CA 93546

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

# 19. Lost Revenues; Penalties/Fines.

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

### NEELY ACCOUNTANCY CORP Certified Public Accountant 17037 Chatsworth St, Suite 208A Granada Hills, CA 91344

818-360-9800

May 13, 2015

Mono County Children & Families Commission PO Box 130 Mammoth Lakes, CA 93546

We are pleased to confirm our understanding of the services we are to provide Mono County Children & Families Commission for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Mono County Children & Families Commission as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Mono County Children & Families Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Mono County Children & Families Commission's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balance, Budget and Actual
- 3) Schedule of Expenditures by Fund Source of CCFC Funds for First 5 Programs Activities

#### Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act, and will include tests of the accounting records of Mono County Children & Families Commission and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Mono County Children & Families Commission's financial statements. Our report will be addressed to Board of Commissioners of Mono County Children & Families Commission. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Member: American Institute of Certified Public Accountants California Society of Certified Public Accountants We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Mono County Children & Families Commission is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and approved the financial statements and related notes and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our

# Item #10 Mtg. Date 6/25/15

report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Mono County Children & Families Commission's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Mono County Children & Families Commission, the State Controller's Office, and First 5 California; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Neely Accountancy Corp. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to California State Controller or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Neely Accountancy Corp. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California State Controller. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately July 1, 2015 and to issue our reports no later than October 15, 2015. Thomas Neely, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$5,750. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

# Item #10 Mtg. Date 6/25/15

We appreciate the opportunity to be of service to Mono County Children & Families Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours, Neely Anoutoregion Neely Accountancy Corp

### RESPONSE:

This letter correctly sets forth the understanding of Mono County Children & Families Commission.

Management signature:	V
Title:	
Date:	
Governance signature:	1/
Title:	
Date:	

Enclosure: November 30, 2011 Peer Review Report



Item #11 Mtg. Date 6/25/15

# BETTY T. YEE California State Controller

April 14, 2015

Molly DesBaillets, Executive Director Mono County Children and Families Commission P.O. Box 130 Mammoth Lakes, CA 93546

Dear Ms. DesBaillets:

The State Controller's Office (SCO) has completed the desk review of your annual audit report for the fiscal year ended June 30, 2014. The review disclosed that the audit report met the minimum reporting standards contained in the 2013-14 *Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act* (First 5 Audit Guide) and prescribed in California Health and Safety Code section 130151(b).

If you have any questions, please contact Michael Sweeney, Audit Manager, by telephone at (916) 323-6970 or by email at First5Audits@sco.ca.gov.

Sincerely,

Lisa Hughes, Chief

Community Related Audits Bureau Division of Audits

LH/bm

15454

CountyCode 14-26

 cc: Michael Sweeney, Audit Manager State Controller's Office
Jennifer Clark, Chief, Administrative Services Division, First 5 California
Thomas K. Neely
Neely Accountancy Corp.





June 4, 2015

Dear Ms. DesBaillets,

Thank you again for your thoughtful Farm to Preschool application. Enclosed is your runner up award. We apologize for the delay, as this is our first time embarking on this type of project we are still working through the details and appreciate your patience.

We wish you the best and hope you will stay in touch as we grow the Farm to Preschool movement in CA together. Please let me know if you need any assistance anytime. The best way to reach me is via email.

Again, thank you for your amazing work with children and their families.

Warm Regards,

Rosa Romero Farm to Preschool Director Urban & Environmental Policy Institute Occidental College, Los Angeles, CA rromero@oxy.edu 323.341.5090

1500 Campus Road, MS M-1 Los Angeles CA 90041 Returnsto, Agenda ex: 323-259-2734 uepi@oxy.edu • www.uepi.oxy.edu

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Item #13 Mtg. Date 6/25/15

5 20 15

Dear First 5 of Mono County,

Please accept this donation in the amount of \$3,385.97 from Mammoth Lakes Parent Preschool for your children's programs. These are donations from the closing of our 501c3.

Thank you,

Cortney Veenker

President of Mammoth Lakes Parent Preschool



Fund Balance by Category

# for Fiscal Year 2014-15 (ending June 30, 2015)

### Total Fund Balance/Net Assets on July 1, 2015 **\$538,357** (estimate)

1. Nonspendable Fund Balance	\$0		
This category includes elements of the fund balance that cannot be sper			
they must be maintained intact. For example: assets that will never conv			
and inventories of supplies.			
2. Restricted Fund Balance		\$0	]
This category includes resources that are subject to constraints that are	externally enforceable legal		
restrictions. Examples include funding from the State Commission or for			
specific uses, such as CARES Plus.	0,7		
3. Committed Fund Balance		\$0	]
Use of funds is constrained by limits imposed by the government's higher	est level of decision making. Removal		
or modification of the use of funds can be accomplished only by formal a	action of the authority (i.e.,		
commission) that established the constraints. Resources in this category	would include: Resources		
committed for a future initiative as long as commission action is also req			
Resources that have been committed for specific agreements that have	not yet been executed (such as an		
Intent to Award Decision), where commission action is also required to re	emove this commitment; Resources		
committed as the local match for a State Commission initiative; Funding	that has been set aside for		
previously executed legally enforceable contracts but not yet spent, inclu			
contracts have been approved by the commission and if cancellation of s	such contracts would require		
commission approval.			
First 5 Committed Program Funds (reference 5 Year Fiscal Plan)			
• • •	Contract Term	Amount	
Home Visiting Services (Welcome Baby!/Parenting Partners Programs )	July 1, 2015 - June 30, 2017		two years of service
School Readiness Strategies	July 1, 2015 - June 30, 2016	\$83,401	one year and part of another
Commission Ops FY 16-17	July 1, 2015 - June 30, 2016	\$114,600	
Child Care Quality: CARES Plus	July 1, 2015 - June 30, 2016	\$20,000	
Peapod Program	July 1, 2015 - June 30, 2016	\$5,000	
Oral Health Initiative	July 1, 2015 - June 30, 2016	\$3,700	
Other Program Expense	July 1, 2015 - June 30, 2017		two years of service
Total		\$538,357	
4. Assigned Fund Balance		\$0	]
The assigned portion of the fund balance reflects a commission's intend			
established either by the Commission, a body created by the Commissio			
committee, or an official designated by the Commission (e.g. an Executiv	ve Director).		
First 5 Assigned Program Funds (reference 5 Year Fiscal Plan)			
5. Unassigned Fund Balance	\$0		
Resources in the fund balance that cannot be classified into any of the o	ther categories are included here.		

Total Committed Fund Balance for Year Ending June 30, 2015 \$ 538,357

	FY 13-14 Actual	FY 14-15 Actual	FY 14-15 Budget	Proposed FY 15-16 Budget
dinary Income/Expense				
Income				
Prop 10 Tax Revenue	108,076.97	65,607.21	87,352.00	90,397.00
Small County Augmentation	184,603.88	196,986.00	262,648.00	259,603.00
SMIF (Surplus Money Inv Fund)	28.95	0.00	27.00	27.00
CAPIT (Parenting Partners)	29,005.73	28,310.20	29,882.00	30,000.00
CARES Plus Program	40,000.00	15,773.87	40,000.00	40,000.00
Child Signature Program	65,686.52	31,499.18	57,000.00	
Peapod Program (Prop 63 Funds)	30,528.58	27,884.95	34,471.42	35,000.00
Safe Kids California	635.00			
Raising a Reader		3,032.81	5,000.00	5,000.00
Misc Inc				
CBEC Revenue	420.00	1,241.34		
Breast Pump Attachments	140.00	140.00		140.00
Misc Inc - Other	6,118.34	151.00	2,020.00	
Total Misc Inc	6,678.34	1,532.34	2,020.00	140.00
Interest on F5 Mono Fund Bal	5,972.54	3,479.16	5,232.00	5,384.00
Total Income	471,216.51	374,105.72	523,632.42	465,551.00
Expense				
Home Visiting (Resource 9037)				
Welcome Baby! Home Visiting				
Home Visitors Salary	34,789.07	42,820.93	43,140.00	46,300.00
Home Visitors Benefits	2,376.42	8,256.99	12,057.01	5,000.00
Admin Assistant Salary	3,313.13	6,574.88	6,586.00	6,915.00
Admin Assistant Benefits	234.91	542.75	444.15	1,030.00
Office Supplies	1,734.19	1,995.18	1,000.00	1,000.00
Postage	239.47	196.00	200.00	285.00
Computer Equipment	1,947.87			
Staff Training/Travel	224.93	2,639.28	300.00	300.00
Mileage Reimbursement Personal	7,099.24	7,292.54	8,000.00	8,000.00
Other Admin & Misc Exp	14.17	82.39	70.00	
Educational Support Materials	2,223.41	1,719.20	2,000.00	2,000.00
MCOE Indirect	4,153.28	0.00	7,022.72	6,724.00
Total Welcome Baby! Home Visiting	58,350.09	72,120.14	80,819.88	77,554.00
CAPIT Grant Parenting Partners				
Home Visiting Staff	28,771.95	26,242.72	35,118.00	34,000.00
Home Visiting Supervision	2,211.43	1,956.60	2,268.00	7,945.00
General Operating Expenses	1,855.53	1,996.14	2,000.00	1,210.00
Office Supplies	1,866.53	1,554.12	1,560.00	1,750.00
Counseling	80.00	480.00	2,000.00	2,000.00
Grant Administration	2,266.93	1,859.42	2,500.00	2,000.00
Training & Travel	10,094.66	9,969.70	9,200.00	9,000.00
Educational Materials	2,188.70	754.94	1,100.00	1,000.00
MCOE Indirect	3,083.58	0.00	3,511.80	4,495.00
Total CAPIT Grant Parenting Partners	52,419.31	44,813.64	59,257.80	63,400.00
Lactation Counseling/Childbirth	02,110.01	11,010.04	00,201.00	00,100.00
Breast Pump Attachments	140.00	175.00	300.00	140.00
Lactation Counseling/Childbirth - Other	7,681.99	3,758.50	4,000.00	3,215.00
Total Lactation Counseling/Childbirth	7,821.99	3,933.50	4,300.00	3,355.00
Total Home Visiting (Resource 9037)	118,591.39	120,867.28	144,377.68	144,309.00

	FY 13-14 Actual	FY 14-15 Actual	FY 14-15 Budget	Proposed FY 15-16 Budget
School Readiness (Resource 9310)				-
SR Ops (Resource 9310)				
Director Salary	4,848.84	4,402.30	5,594.00	5,551.00
Director Benefits	2,455.55	2,404.76	2,792.00	2,903.00
Admin Assistant Salary	3,487.60	6,803.04	6,586.00	6,914.00
Admin Assistant Benefits	234.75	822.52	444.15	1,031.00
Advertising	71.76	36.47	100.00	250.00
Office Supplies/Postage	637.41	851.74	1,000.00	1,000.00
Motorpool	0.00	447.20	300.00	300.00
MCOE Indirect	1,034.14	0.00	1,541.62	1,640.00
Total SR Ops (Resource 9310)	12,770.05	15,768.03	18,357.77	19,589.00
SR Comm-Run Programs				
Preschool to K Transition	3,437.34	1,974.05	3,500.00	3,500.00
Promotional Messaging	2,408.27	2,028.52	1,500.00	1,500.00
Early Literacy				6,000.00
First Book		0.00	151.00	
Early Literacy - Other	2,096.76	3,170.38	6,518.05	
Total Early Literacy	2,096.76	3,170.38	6,669.05	
Total SR Comm-Run Programs	7,942.37	7,172.95	11,669.05	
Total School Readiness (Resource 9310)	,	,	,	30,589.00
ESUSD Transition to School	7.236.00	0.00	8.500.00	8.675.00
MUSD Transition to School	9,970.86	0.00	10,000.00	10,000.00
Raising a Reader Mo Co Library	-,		,	
Story Time				
Leader Salary		2.577.62	3,600.00	3,600.00
Leader Benefits		155.22	500.00	500.00
Supplies		190.97	250.00	250.00
First 5 Indirect		109.00	215.00	435.00
MCOE Indirect		0.00	435.00	215.00
Total Story Time		3.032.81	5.000.00	5,000.00
Raising a Reader Mo Co Library - Other		19,000.00	33,000.00	33,000.00
Total Raising a Reader Mo Co Library	32,000.00	22,032.81	38,000.00	38,000.00
Total School Readiness	69,919.28	44,973.79	86,526.82	00,000100
Peapod (Resource 9039)	00,010.20	4,575.75	00,320.02	
Director Salary	1,077.48	978.30	1,243.00	1,234.00
Director Benefits	545.64	534.40	620.00	645.00
Admin Assistant Salary	3,836.36	6,591.23	6,586.00	6,914.00
Admin Assistant Benefits	234.75	791.66	444.15	1,030.00
Peapod Leaders Salary	15,934.68	20,551.93	21,910.00	21,848.00
Peapod Leaders Benefits	10,004.00	927.33	1,477.57	1,408.00
Office Supplies	500.00	496.80	500.00	743.00
Advertising	251.72	105.48	200.00	200.00
Training	660.93	2,554.37	1,900.00	1,000.00
Playgoup Materials	3,987.27	2,554.37	1,000.00	1,000.00
Professional Licenses, Insurance, Certs	2,596.00	301.37	1,000.00	1,000.00
Mileage Reimbursement Personal	2,030.00	659.04	1,000.00	650.00
MCOE Indirect	1,784.87	0.00	3,328.07	3,328.00
Total Peapod (Resource 9039)	31,409.70	35,151.91	40,208.79	40,000.00

	FY 13-14 Actual	FY 14-15 Actual	FY 14-15 Budget	Proposed FY 15-16 Budget
Child Care Quality			ž.	
CARES (Resource 9035)				
Coordinator Salary	18,804.20	19,589.15	20,475.00	21,508.00
Coordinator Benefits	10,629.50	6,128.27	9,000.00	9,077.00
Director Salary	2,693.95	2,445.70	1,489.00	3,084.00
Director Benefits	1,364.42	1,603.16	1,884.00	1,613.00
Operating Costs				
Educational Support Materials	973.72	0.00	700.00	500.00
Copying	596.90	200.00	300.00	200.00
Office Supplies	903.00	564.31	903.00	200.00
Translation	0.00	0.00	500.00	500.00
Postage	156.91	0.00	100.00	100.00
Total Operating Costs	2,630.53	764.31	2,503.00	1,500.00
Stipends	14,200.00	19,450.00	14,200.00	13,700.00
Support Services	251.00	1,647.79	1,000.00	500.00
Evaluation	1,698.31	297.77	1,674.00	1,000.00
Administration Cost				
Indirect First 5	3,112.05	2,388.47	4,440.20	4,441.00
Indirect MCOE	4,778.22	0.00	3,334.80	3,577.00
Total Administration Cost	7,890.27	2,388.47	7,775.00	8,018.00
Total CARES (Resource 9035)	60,162.18	54,314.62	60,000.00	60,000.00
Child Signature Project	65,686.52	31,499.18	57,000.00	
Total Child Care Quality	125,848.70	85,813.80	117,000.00	60,000.00
Oral Health (Resource 9038)				
Director Salary	1,077.48	978.30	1,281.00	1,234.00
Director Benefits	545.64	534.40	631.74	645.00
Tooth Tutor Part-time Emp	1,674.90	1,840.76	1,758.65	2,000.00
Tooth Tutor Benefits	69.00	100.70	118.62	200.00
Office Supplies	300.00			
Educational Support Materials	2,106.46	1,527.14	1,500.00	2,000.00
Advertising	0.00			
MCOE Indirect	276.31	0.00	379.00	408.00
Total Oral Health (Resource 9038)	6,049.79	4,981.30	5,669.01	6,487.00
Safe Kids Coalition		15.53	7,000.00	7,000.00
Poison Prevention	87.92			
Safe Kids Coalition - Other	13,214.11			
Total Safe Kids Coalition	13,302.03			
Evaluation	1,061.92	1,374.95	1,000.00	1,000.00

	FY 13-14 Actual	FY 14-15 Actual	FY 14-15 Budget	Proposed FY 15-16 Budget
F5 Operations				
F5 Operations (Resource 9300)				
Director Salary	43,100.00	38,153.20	48,707.00	42,630.00
Director Benefits	21,613.73	21,643.28	25,436.00	26,451.00
Admin Assistant Salary	14,473.46	15,647.02	16,832.00	17,668.00
Admin Assistant Benefits	1,061.57	1,446.61	1,135.12	2,634.00
Office Supplies/Postage	1,977.75	2,004.36	2,000.00	4,000.00
Advertising	778.81	0.00	500.00	500.00
Rent	153.08	225.00	2,700.00	2,700.00
Phones	467.24	320.89	590.00	500.00
Commisioner Travel	0.00	972.31	600.00	600.00
Staff Travel	1,914.13	1,606.30	2,500.00	2,500.0
Motorpool	1.59			
Copying	581.28			
MCOE Indirect	8,148.61	0.00	9,800.01	9,258.0
Total F5 Operations (Resource 9300)	94,271.25	82,018.97	110,800.13	109,441.0
Total F5 Operations	94,271.25	82,018.97	110,800.13	109,441.0
Miscellaneous				
F5 Association Dues	2,300.00	2,300.00	2,300.00	2,300.00
Fiscal Audit	5,500.00	5,750.46	5,750.00	5,750.00
Fiscal Preparation	738.22	774.19	1,000.00	
Mono County Counsel	5,080.00	0.00	2,000.00	2,000.0
Total Miscellaneous	13,618.22	8,824.65	11,050.00	10,050.00
Total Expense	474,072.28	384,022.18	523,632.43	465,551.0
Net Ordinary Income	-2,855.77	-9,916.46	-0.01	0.0
et Income	-2,855.77	-9,916.46	-0.01	0.00

# First 5 Mono County Revenue & Expenditures FY 2014-15 Year-to-Date

	Jul '14 - Jun '15	Budget	\$ Over Budget	% of Budget
Income				
Prop 10 Tax Revenue	65,607.21	87,352.00	(21,744.79)	75.11%
Small County Augmentation	196,986.00	262,648.00	(65,662.00)	75.0%
Surplus Money Investment Income	-	27.00	(27.00)	0.0%
Home Visiting Services:				
CAPIT Grant	28,310.20	29,882.00	(1,571.80)	94.74%
Peapod Program	27,884.95	34,471.42	(6,586.47)	80.89%
Child Care Quality:				
CARES Plus	15,773.87	40,000.00	(24,226.13)	39.44%
Child Signature Project	31,499.18	57,000.00	(25,500.82)	55.26%
Raising a Reader	3,032.81	5,000.00	(1,967.19)	60.66%
Miscellaneous Income	5,178.45	5,505.97	(327.52)	94.05%
Interest on First 5 Mono Fund Balance	3,479.16	5,232.00	(1,752.84)	66.5%
Total Income	377,751.83	527,118.39	(149,366.56)	71.66%
Expense				
Home Visiting	121,789.16	144,377.68	(22,588.52)	84.36%
School Readiness	48,603.06	86,626.82	(38,023.76)	56.11%
Peapod Program	35,501.98	40,208.79	(4,706.81)	88.29%
CARES Plus Phase II	58,805.04	60,000.00	(1,194.96)	98.01%
Child Signature Project	31,499.18	57,000.00	(25,500.82)	55.26%
Preschool Availability/Support	-	3,385.97	(3,385.97)	0.0%
Oral Health Services	4,981.30	5,669.01	(687.71)	87.87%
Safe Kids Coalition	15.53	7,000.00	(6,984.47)	0.22%
Evaluation	1,374.95	1,000.00	374.95	137.5%
Commission Operations/Support	84,318.97	113,100.13	(28,781.16)	74.55%
Fiscal Audit	5,750.46	5,750.00	0.46	100.01%
Fiscal Preparation	774.19	1,000.00	(225.81)	77.42%
Mono County Counsel	-	2,000.00	(2,000.00)	0.0%
Total Expense	393,413.82	527,118.40	(133,704.58)	74.64%
Net Income	(15,661.99)	-		

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# Oral Health for California's Youngest Children The numbers speak for themselves

Good oral health is critical to children's ability to grow up healthy and succeed in school and life. Early preventive dental care results in better oral health, overall health, and well-being over one's lifespan. Yet, dental disease remains the number one chronic health problem among children. Despite the availability of dental care through Medi-Cal, California's youngest children do not receive the dental care they need.

# UTILIZATION OF MEDI-CAL CRITICALLY LOW

Millions of children enrolled in Medi-Cal are not receiving the care they need producing devastating results for California's youngest children:

- **50%** of children statewide are enrolled in Medi-Cal
- 56% of all children enrolled in Medi-Cal in 2013 did not have a dental visit in the previous year
- 24% of children ages 0-3 enrolled in Medi-Cal did not have a dental visit in the previous year
- **72%** of children under 5 in underserved communities in Los Angeles had untreated cavities in 2009

### WHERE ARE THE PROVIDERS?

Many providers are not willing to provide dental care to young children enrolled in Medi-Cal. Even those open to serving children often denied some or all services for three-year old children.

- **42%** of active Denti-Cal providers are accepting children 0-2 in Southern California. Even fewer provide full services for young children.
- **35%** California's dental reimbursement rates are 35% of the national average. For standard procedures that pay a reimbursement of \$61.96 nationwide, California pays only \$21.60.

# WE CAN DO BETTER: 3 Recommendations to Improve the Oral Health of California's Children

Ensuring full access to oral health care for California's youngest children will require creative and sustainable models of care delivery and payment, as well as, policies and systems that build on existing investments in community-based services. We call upon the Legislature and Administration to:

- 1. Invest in the Virtual Dental Home (VDH), which brings preventive dental services to young children where they are (e.g., Head Start, Early Head Start, schools, and clinics). Start by enacting AB 648, which would require the State to invest in the start-up costs of the VDH;
- 2. Provide financial incentives to providers that expand access to essential dental services for the youngest children enrolled in Medi-Cal;
- **3.** Ensure the Department of Health Care Services implements the recommendations to increase utilization of dental services identified in the recent State audit of Medi-Cal's dental program.

Item #17 Mtg. Date 6/25/15

	Summer Bridge Mono County 2015						
Site	Site Dates Time Teacher(s)				Transportation?		
MES	June 15-26, 2015	8:00-11:00	Heidi Thompson, Silvia Mendez, Kim Stoiber/Michelle Mc Millian (job sharing), Heather Hund, all K teachers except Silvia1st greade teacher & Michellemiddle school teacher. Both Sylvia and Michelle are former Bridge teachers.	none	no		
AVES	July 6-17, 2015	8:30-12:00	Rebecca Clayton, K teacher	Becky Tevis	no		
EBES	July 20-31, 2015	8:00-11:30	Katie Patterson, K Teacher	none	yes, starting the 21st		
LVES	July 27-Aug 7, 2015	8:30-12:00	Amanda Cook/Pelichowski	none	yes, starting the 28th		
BES	August 3-14, 2015	8:00-11:00	April Lowrey, KTeacher	none	no		