

Special Commission Meeting

AGENDA

June 22, 2017, 3:30-4:30 p.m.

Mono County Office of Education Conference Room,
451 Sierra Park Road, Mammoth Lakes CA and
Lee Vining High School, 51710 US-395, Lee Vining, CA

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 May 5, 2017 Commission meeting. **(ACTION)**
3. **Commissioner Reports** Commissioners 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. **(INFORMATION)**
4. **Director Report** This information may be reported elsewhere on agenda. **(INFORMATION)**
5. **Election of Officers** The Commission will elect officers to the following positions: Chair, Vice-Chair and Secretary. **(ACTION)**
6. **Childcare Initiative** First 5 Commissioner and Superintendent of Schools, Dr. Stacey Adler, will update the Commission on activities related to the Mono County Office of Education spearheaded childcare initiative in Mammoth Lakes. **(INFORMATION)**
7. **Support Request for AB 1665** Staff will present request from First 5 Fresno County Commissioner Hugo Morales for the First 5 Director to sign and distribute a letter of support for AB 1665, the Internet for All Now Act. **(ACTION)**
8. **Consideration of First 5 Mono Support Protocol Development** Staff will present the Commission with a sample letter of support signed by multiple First 5 County Commissions for the purposes of considering directing staff to develop a protocol proposal to the Commission to enable First 5 Mono to sign future letters of support. **(INFORMATION)**
9. **Contractual Agreements** Discussion and consideration of the following agreements. *The Commission shall first determine whether the subject matter of the proposed agreements are consistent with the Commission's strategic plan and fiscal plan. The Commission may then authorize the Director to sign and administer the agreements.* **(ACTION)**
 - a. **Summer Bridge Renewal Letter:** with Eastern Sierra Unified School District (ESUSD) not to exceed **\$8,675** to ESUSD for the provision of Summer Bridge programs at each of their elementary schools in FY 2017-18. **(ACTION)**
 - b. **Summer Bridge Renewal Letter:** with Mammoth Unified School District (MUSD) not to exceed **\$10,000** to MUSD for the provision of Summer Bridge programs at their elementary school in FY 2017-18. **(ACTION)**
 - c. **Raising A Reader Renewal Letter:** with Mono County Library Authority (MCLA) in the amount of **\$38,000** to MCLA for the provision of Raising A Reader Services in FY 2017-18. **(ACTION)**
 - d. **Safe Kids Coordination Agreement:** with Mono County Office of Education (MCOE) in the amount of \$7,000 annually for three years—for a total of **\$21,000** to MCOE for the provision of Safe Kids Mono Partners Coordination from 2017-2020. **(ACTION)**

- e. **Footsteps2brilliance Support:** contribute **\$10,000** to MCOE's Footsteps2brilliance initiative for children 3-5 as part of the Commission's School Readiness investment. Authorize staff to sign agreement with any mutually agreed upon, counsel approved changes. **(ACTION)**
- f. **T & TA Hub Local Area Agreement Amendment:** agreement with First 5 California to amend the existing Hub Local Area Agreement. **(ACTION)**
- g. **IMPACT Local Area Agreement Amendment:** agreement with First 5 California to amend the existing Hub Local Area Agreement. **(ACTION)**
- h. **Independent Fiscal Audit:** with Neely Accountancy Corp. in the amount of **\$5,950** for the provision of an independent fiscal audit of FY 2016-17. **(ACTION)**
- i. **CAPIT/CBCAP Agreement:** agreement with the Department of Social Services to grant \$33,000 a year for 3 years—for a total of **\$99,000** to First 5 for the provision of Home Visits to families with high-needs from 2017-2020. **(ACTION)**
- j. **Mental Health Services Act Agreement:** agreement with Mono County Behavioral Health to grant **\$40,000** to First 5 for the provision of Peapod Playgroups across the county in FY 2017-18. **(ACTION)**
- k. **Certification Grant Award:** authorize staff to sign grant award notification from the California Department of Education in the amount of **\$3,500** for the period of October 1, 2016-December 29, 2017 to support certifications related to the regional Quality Rating Improvement System. **(ACTION)**

10. 5-Year Fiscal Plan

Staff will present historical 5 year fiscal plans for perspective on the state of the current 5 year fiscal plan. Commission will consider approval of the FY 2016-17 5 year fiscal plan. **(ACTION)**

11. Year-to-Date Budget

Staff will report on the First 5 Mono revenues and expenditures to-date. **(INFORMATION)**

12. FY 2017-18 Proposed Budget

Staff will present the proposed FY 2017-18 budget for consideration of approval by the Commission. **(ACTION)**

13. FY 2017-18 Commission Meeting Schedule

Staff will review the First 5 Commission meeting schedule approved at the October 20, 2016 Commission meeting. **(INFORMATION)**

14. Program Updates

Staff and Commissioners will report on the following programs. **(INFORMATION)**

Commission-run Programs

- a. *Child Care Quality: IMPACT Program*
- b. *Regional Child Care Quality: Quality Rating Improvement System (QRIS)*
- c. *Home Visiting: Welcome Baby!, Parenting Partners (CAPIT Grant), and Child Care Provider Home Visitor*
- d. *Breastfeeding Promotion and Outreach*
- e. *Oral Health*
- f. *Peapod Playgroups (Prop. 63 MHSA)*
- g. *School Readiness Activities*

Next Commission Meeting: Thursday, September 21, 2017 Mono County Office of Education, Mammoth Lakes, 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).



Regular Commission Meeting

Minutes

Friday, May 5, 2017

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

Commissioners Present: Stacey Adler, Chair
Bob Gardner
Bertha Jimenez
Patricia Robertson
Rick Johnson

Staff Present: Molly DesBaillets, Executive Director
Didi Tergeesen, IMPACT Coordinator

Commission Chair Adler calls the meeting to order at 2:33 pm.

Commissioners and staff take time to introduce themselves to the new Commissioner, Patricia Robertson, from Mammoth Lakes Housing.

1. Public Comment

No public comment.

2. Minutes (ACTION)

ACTION: Commissioners will approve the Minutes for the February 16, 2017 Commission meeting.

MOTION: Commissioner Gardner

SECOND: Commissioner Jimenez

VOTE: Unanimous

ABSTENTIONS: Commissioner Johnson and Robertson

--- public hearing opens 2:35 pm ---

3. Annual Review – First 5 CA Annual Report 2015-2016 (PUBLIC HEARING)

Ms. Desbaillets discusses the Annual Report, noting there is a paragraph documenting work from each First 5 county in CA. She notes page 20, First 5 CA's investment in the Educare Quality Early Learning Model. Several counties are participating and have brought the community together to create exceptional local childcare. On page 22, First 5 CA supports Local Developmental Screenings and Services and the Help Me Grow program. First 5 Mono has increased use of the Ages & Stages

Questionnaire (developmental screening) in Pediatrics, Home Visiting, and Childcare Centers and Homes.

4. Annual Review - First 5 Mono County Strategic Plan 2014-2019 (PUBLIC HEARING)

Ms. Desbaillets explains the adjustments to the Strategic Plan. First 5 no longer offers Café Mom due to zero attendance; however, that breastfeeding support is now offered through Home Visits, Home Visitors in Labor & Delivery, and Peapod. The Birthing Class is now operated by Mammoth Hospital instead of First 5, although First 5 is teaching the Breastfeeding night. Ms. Desbaillets points out the First 5 Mono projected Outcomes that are listed in the Strategic Plan and Annual Evaluation.

5. Commissioner Membership Update (INFORMATION)

With the appointment of Commissioner Robertson, the Commission has a full membership.

6. Contractual Agreements (ACTION)

a. **Agreement with Viva Strategy Communications:** Ms. Desbaillets explains this contract is fully funded by the Regional Hub. This Agreement fulfills the Hub's desire for an outside contractor to coordinate Hub matters. Viva is highly experienced and intends to mentor the Region 6 Hub agencies to self support after their 18 month contract ends.

b. **Contract limit increase for the agreement with Early Quality Assessments Inc. for the provision of a database:** The contract has increased to \$8600 due to a higher number of childcare sites than previously anticipated and the additional cost of CLASS and ERS in the EQA database.

ACTION: Commissioners will approve Contractual Agreements a and b.

MOTION: Commissioner Gardner

SECOND: Commissioner Jimenez

VOTE: Unanimous

ABSTENTIONS: none

7. Summer Bridge Investment Analysis (INFORMATION)

Ms. Desbaillets explains. The First 5 Mono School Readiness investment area includes Raising A Reader, Kindergarten Round Up, and the Summer Bridge Program.

The Summer Bridge analysis includes a 10-year period of attendance at ESUSD and MUSD. The decreasing attendance may be due to changed funding from First 5 CA and First 5 Mono no longer having a distinct School Readiness Coordinator Position, decreasing direct support for the schools. Summer Bridge surveys completed by parents expressed that the most impactful aspect for their child was able to spend time in the classroom and meet the teacher. Although attendance has declined, reviews of Summer Bridge from teachers and parents are positive.

Children assessed as *Not Ready for Kindergarten* in Mono County ranges from 50%-63% over the past three years. Ms. Desbaillets states these numbers are not great for School Readiness, but are comparable to other counties in CA.

Commissioner Adler explains the original intent of the Summer Bridge grant was to provide school readiness activities for those children who never went to preschool. However, that target population was never wholly reached, as most kids who attend Bridge are the ones who have already attended preschool.

After analyzing 10 years of Summer Bridge data, Ms. Desbaillets is considering the effectiveness of Bridge and will address changes to the program or the elimination of the program in the future with the Commission. Commissioners discuss the importance of preschool contributing to School Readiness and how redirecting funding to preschool promotion may benefit children more.

8. Footsteps2Brilliance Program Investment Consideration (INFORMATION)

Commissioner Adler explains and shows Footsteps2Brilliance, an early literacy App that MCOE has purchased for Mono County schools and families. Once the App is downloaded, no internet connection is required for use. There are three levels of literacy in both English and Spanish that include books, rhymes, games, and activities, and relate to the classroom core curriculum. The App develops matching skills, vocabulary, letters, spelling, comprehension, etc, and is intended for the parent and child to participate together.

The App captures all data of a student and tracks their development for the parent or teacher to see. Commissioner Adler reports that since installment of the App in the schools in March, Mono County grades K-3 have already read 13,000 books, played 10,000 skill-developing games, written 859 books, done 74 project activities, and were exposed to over 3 million vocabulary words.

MCOE will be signing up community members for the App at the Health & Safety Fair on 6/3, the July 4th parade, and also starting a community reading challenge.

Ms. Desbaillets explains she is considering investing \$10,000 of First 5 dollars in Footsteps2Brilliance and will add this investment to a future Commission agenda.

9. Program Updates (INFORMATION)

a. IMPACT: Ms. Tergesen reports the first full year of the IMPACT program is ending. Childcare Providers focused on the Childcare Quality System, developmental screenings for children, and professional development. One hundred percent of Childcare Providers completed the program with a Childcare Quality Step of 1, 2, or 3, depending on requirements met in the IMPACT program. The year-end Childcare Provider Appreciation Training and Dinner is on May 19.

b. Home Visiting: Ms. Desbaillets reports Home Visiting is going well, with a consistent number of families, and coordination with CPS and Behavioral Health.

c. Breastfeeding: Two Home Visitors will be teaching another Breastfeeding Class in the Hospital's Childbirth Class. First 5 continues to loan electric breast pumps, although is having a hard time purchasing the attachments, which possibly the Health Department could assist with.

d. Oral Health: First 5 just completed Tooth Tutor visits at the preschools, applying Fluoride Varnish. Participation rate is higher at the IMACA Preschools (because Fluoride Varnish is a state requirement) than at family or private centers.

e. Peapod Playgroups: New Peapod co-leader in Mammoth and Crowley, Jackie Miller. Ms. Desbaillets also received an application for the bilingual Mammoth Peapod position.

f. School Readiness: Ms. Desbaillets distributes the attendance data for the ESUSD Health & Safety Fairs that took place in March, showing a slightly higher rate of participation this year. Ms. Desbaillets appreciates MLPD Kari Orr for participating in car-seat safety throughout the entire county. Summer Bridge for incoming Kindergartners is coming up in June and July, with dates chosen and teachers hired at each school.

---Public Hearing closes at 3:58 pm---

10. First 5 Mono County Strategic Plan 2014-2019 (ACTION)

ACTION: Commissioners will approve the revisions to the Strategic Plan, as discussed in Agenda Item 4.

MOTION: Commissioner Johnson

SECOND: Commissioner Gardner

VOTE: Unanimous

ABSTENTIONS: none

11. 5-Year Fiscal Plan (ACTION)

Tabled to the next Commission meeting.

12. Commission Budget (INFORMATION)

Ms. Desbaillets reports the budget is on track; although advertising has been higher than budgeted. Next year's budget will account for higher advertising costs. First 5 expects to spend less than the total budget, but the excess amount will carry forward to next year.

13. Commissioner Reports (INFORMATION)

Commissioner Johnson reports he is still hearing from the community and employers that they are in need of childcare. He asks for an update on the proposed childcare center.

Commissioner Adler responds that she has been in contact with the collaborative partners - MMSA, Town of Mammoth, Mammoth Hospital, and MUSD. The current ice-rink location, owned by MUSD, is the identified site to construct a childcare center; the site becoming available after winter 17-18. Plans are tentatively a 15,500 sq ft building, 108 child capacity ages 0-5, multi-purpose room, kitchen, sick room, and offices. Existing childcare centers are to be incorporated into the new center including Kids Corner, IMACA Mammoth Head Start, and the upcoming Special Education preschool, leaving approximately 50 open slots for the public.

Commissioner Adler anticipates the Architect to visit in June to assess the site. It is in discussion that the center be built in phases to plan for future expansion. Commissioner Adler reports the hospital has funding available, MMSA has stated they are willing to contribute capital, Mammoth Town has offered ways of in-kind funding, and MCOE has DIF funds and a Building Fund. CA State currently has a no-interest loan for child development centers that are built with re-locatable structures (loans for \$210,000 for the first portable, \$75,000 for each additional structure). Cerro Coso Community College has not been approached to contribute to the project. MCOE will discuss partnership with MUSD in the fall. The expected cost of the center is \$5 million for hard costs (construction), \$2 million for soft costs (supplies), and unknown at this time for operational costs. MCOE intends to appeal to private funders as well. The timeline at its best open date Fall of 2019.

Ms. Desbaillets reports that the Hospital attended the Childcare Council meeting and they reported they are going to begin a small childcare for their employees. First 5 also hopes to house their offices in MCOE's new childcare center.

Commissioner Gardner asks how the 108 childcare capacity matches community demand. Commissioner Adler responds that she is unsure; however, the total number of children served may be larger than the available slots due to changing half-day/full-day/24 hour care schedules.

12. Director Report

Ms. Desbaillets distributes the Health & Safety Fair flyer, which will soon be listed in the papers. First 5 is funding for \$1000 of ads, but is seeking community partners to help contribute to the advertising costs.

Meeting adjourned at 4:00 pm.

Next meeting scheduled for June 15, 2017 in the Conference Room at Mono County Office of Education, Mammoth Lakes.

June 19, 2017

Via Email

Assembly Member Miguel Santiago, Chairman
Assembly Member Rob Bonta
Assembly Member Sabrina Cervantes
Assembly Member Matthew Dababneh
Assembly Member Eduardo Garcia
Assembly Member Chris Holden
Assembly Member Tom Lackey

Assembly Member Jay Obernolte, Vice Chairman
Assembly Member Evan Low
Assembly Member Brian Maienschein
Assembly Member Jim Patterson
Assembly Member Freddie Rodriguez
Assembly Member Jim Wood

State Capitol, Room 6027
Sacramento, California 95814

RE: Internet For All Now Act (AB 1665 - Garcia)

Dear Chairman Santiago, Vice Chairman Obernolte, and Members of the Assembly Communications and Conveyance Committee:

First 5 Mono County strongly supports the **Internet For All Now Act (AB 1665 - Garcia)**, and respectfully urges your support to continue the progress of closing the Digital Divide in California. Digital Inclusion is a matter of fairness and opportunity for all residents to be able to participate in the 21st century economy and contribute to California's prosperity.

First 5 Mono County knows first-hand how important it is for rural communications and low-income neighborhoods to have high-speed Internet access. **[Explain what your organization does and give an example(s) of how important it is for residents to have access and be online.]**

We recognize and appreciate that the authors of AB 1665 are negotiating in good faith among the stakeholders to reach consensus on the specific provisions of the bill and we respect that process. However, we urge you to support a version of the bill that includes as much as possible of the original Internet For All Now Act (that was submitted by the California Emerging Technology Fund in consultation with civic leaders and community organizations throughout the state) to reflect an appropriate and workable balance between community needs and industry interests. Your leadership is needed to forge ahead and ensure that California remains a national leader in Digital Inclusion and Digital Equity by passing the Internet For All Now Act.

Respectfully,

Molly DesBaillets
Executive Director, First 5 Mono County

cc: **Frank Bigelow**
Speaker Anthony Rendon
Speaker Pro Tempore Kevin Mullin
President pro Tempore, Kevin de León
Majority Floor Leader, Senator William W. Monning
AB 1665 Joint Co-Authors:
Assembly Member Aguiar-Curry
Assembly Member McCarty
Assembly Member Holden
AB 1665 Principal Co-Authors:
Assembly Member Chiu

Assembly Member Eggman
Assembly Member Mullin
AB 1665 Co-Authors:
Assembly Member Caballero
Assembly Member Gipson
Assembly Member Jones-Sawyer
Assembly Member Medina
Assembly Member Levine
Assembly Member Reyes
Assembly Member Rubio
Ms. Vanessa Gonzalez
CETF

May 22, 2017

Assemblymember Phil Ting, Capitol Office, Room 6026, Sacramento, CA 94249
Assemblymember Dr. Joaquin Arambula, Capitol Office, Room 5155, Sacramento, CA 94249
Assemblymember Kevin McCarty, Capitol Office, Room 2136, Sacramento, CA 94249
Senator Holly J. Mitchell, Capitol Office, Room 5080, Sacramento, CA 95814
Senator Anthony J. Portantino, Capitol Office, Room 3086, Sacramento, CA 95814
Senator Dr. Richard Pan, Capitol Office, Room 5114, Sacramento, CA 95814

Re: Funding for *CalWORKs Baby Wellness and Family Support Home Visiting Program*

Dear Honorable Budget Chairpersons,

The First 5 Association and the undersigned First 5 county commissions strongly support the creation of the *CalWORKs Baby Wellness and Family Support Home Visiting Program*, as proposed by Assembly Bill No. 992 (Arambula), and urge you to include funding for the program in the final 2017-18 state budget.

Over the past two decades, First 5 has built a network of home visiting programs in 44 counties – from Southern California, through the Central Valley and the Bay Area, and across the rural Sierra counties. Central to First 5's mission, home visiting is a core component of building integrated systems to help parents facing social, economic or health challenges. These programs address the immediate needs of families and connects them to appropriate community services and supports. We believe an additional investment of \$100 million will ensure that these services can continue to expand and serve all CalWORKs families with a pregnant woman, infant or toddler, and we look forward to working with our county partners to ensure successful implementation of this powerful child poverty intervention.

The *CalWORKs Baby Wellness and Family Support Program* will cost-effectively strengthen the youngest Californians and their families, building on the infrastructure of the CalWORKs program. This voluntary program promotes evidence-based models, leverages existing home visiting programs already in place across California, and strengthens families by supporting both parents and children. As decades of national research has shown, home visiting has long-term benefits for families and society: improved parenting practices, reduced child maltreatment, increased family resilience and self-sufficiency, improved birth outcomes, and increased school readiness.

Too often families struggle with employment because of problems they face at home. At the recent Budget Subcommittee hearing chaired by Dr. Joaquin Arambula, a CalWORKs recipient mom shared her experience in a First 5-funded home visiting program and discussed the program's critical role in helping her access early intervention supports for her son, leave an abusive relationship, and find stable employment. The support provided by qualified home visitors has been a lifeline for so many families across California and we believe the Baby Wellness program will be similarly life-changing.

Evidence-based home visiting programs are one of the best investments California can make to support families on a path to self-sufficiency and prepare our youngest children for lifelong success. California can and should join the 35 plus states that already invest General Funds and/or federal TANF dollars in evidence-based home visiting programs to strengthen and support the most vulnerable children and families.

On behalf of First 5, we thank you for your commitment to California's children and respectfully request the inclusion of \$100 million for the *CalWORKs Baby Wellness and Family Support Home Visiting Program* in the 2017-18 state budget.

Sincerely,

First 5 Association of California
First 5 Alameda
First 5 Butte

First 5 Calaveras
First 5 Contra Costa First 5 Del Norte First 5 Humboldt
First 5 Kings County

First 5 Kern
First 5 LA
First 5 Lake
First 5 Marin
First 5 Monterey
First 5 Merced
First 5 Nevada
Children and Families Commission of Orange County
First 5 Plumas
First 5 Riverside
First 5 San Benito
First 5 San Bernardino

First 5 San Francisco
First 5 San Joaquin
First 5 San Luis Obispo
First 5 San Mateo
First 5 Santa Clara
First 5 Santa Cruz
First 5 Shasta
First 5 Sonoma
First 5 Tulare
First 5 Tehama
First 5 Yolo

CC: Will Lightbourne, Director, California Department of Social Services
Donna Campbell, Deputy Legislative Affairs Secretary, Office of Governor Jerry Brown



June 19, 2017

Stacey Adler, PhD
Commission Chair
Mono County Superintendent of
Schools

Rick Johnson, MD
Commission Vice- Chair
Mono County Health Officer

Jeanne Sassin
Commission Secretary
Teacher
Lee Vining Elementary School

Bob Gardner
Mono County Board of
Supervisors

Bertha Jimenez
Case Manager III
Mono County Behavioral Health

Patricia Robertson
Grant and Financial Associate
Mammoth Lakes Housing

Kristin Wilson, MD
Pediatrician
Mammoth Hospital

Don Clark, PhD
Superintendent
Eastern Sierra Unified School District
PO Box 575
Bridgeport, California 93517

**RE: Fiscal Year 2017-18 Agreement Extension for School Readiness
Services**

Dear Dr. Clark:

The purpose of this letter is to offer a one year extension of the Agreement between First 5 Mono County and the Eastern Sierra Unified School District for the provision of school readiness services. As provided in Paragraph 4 of the Agreement dated July 1, 2016, the Agreement may be extended for subsequent one-year terms pursuant to the same terms and conditions set forth in the Agreement, by mutual agreement of the Parties. Please sign below to reflect your agreement.

APPROVED BY:

Mono County Children & Families Commission

Eastern Sierra Unified School District

By: _____
Commission Chair

By: _____
Don Clark, Superintendent

APPROVED AS TO FORM:

County Counsel for Commission

Attachment: Agreement #CFC-ESUSD-16-17 Jul 1-Jun 30



Stacey Adler, PhD
Commission Chair
Mono County Superintendent of
Schools

Rick Johnson, MD
Commission Vice- Chair
Mono County Health Officer

Jeanne Sassin
Commission Secretary
Teacher
Lee Vining Elementary School

Bob Gardner
Mono County Board of
Supervisors

Bertha Jimenez
Case Manager III
Mono County Behavioral Health

Patricia Robertson
Grant and Financial Associate
Mammoth Lakes Housing

Kristin Wilson, MD
Pediatrician
Mammoth Hospital

June 19, 2017

Superintendent Klein
Mammoth Unified School District
PO Box 3209
Mammoth Lakes, California 93546

**RE: Fiscal Year 2017-18 Agreement Extension for School Readiness
Services**

Dear Ms. Klein:

The purpose of this letter is to offer a one year extension of the Agreement between First 5 Mono County and the Mammoth Unified School District for the provision of school readiness services. As provided in Paragraph 4 of the Agreement dated July 1, 2016, the Agreement may be extended for subsequent one-year terms pursuant to the same terms and conditions set forth in the Agreement, by mutual agreement of the Parties. Please sign below to reflect your agreement.

APPROVED BY:

Mono County Children & Families Commission

Mammoth Unified School District

By: _____
Commission Chair

By: _____
Lois Klein, Superintendent

APPROVED AS TO FORM:

County Counsel for Commission

Attachment: Agreement #CFC-MES-16-17 Jul 1-Jun 30



Stacey Adler, PhD
Commission Chair
Mono County Superintendent of
Schools

Rick Johnson, MD
Commission Vice-Chair
Mono County Health Officer

Jeanne Sassin
Commission Secretary
Teacher
Lee Vining Elementary School

Bob Gardner
Mono County Board of
Supervisors

Bertha Jimenez
Case Manager III
Mono County Behavioral Health

Patricia Robertson
Grant and Financial Associate
Mammoth Lakes Housing

Kristin Wilson, MD
Pediatrician
Mammoth Hospital

June 19, 2017

Anastasia Danielson
Mono County Library Director
Mammoth Lakes Library
PO Box 1120
Mammoth Lakes, California 93546

RE: Fiscal Year 2017-18 Agreement Extension for Raising A Reader Services

Dear Ms. Danielson:

The purpose of this letter is to offer a one year extension of the Agreement between First 5 Mono County and the Mono County Library Authority for the provision of Raising A Reader early literacy services. As provided in Paragraph 4 of the Agreement dated June 3, 2016, the Agreement may be extended for subsequent one-year terms pursuant to the same terms and conditions set forth in the Agreement, by mutual agreement of the Parties. Please sign below to reflect your agreement.

APPROVED BY:

Mono County Children & Families Commission

Mono County Library Authority

By: _____
Commission Chair

By: _____
Anastasia Danielson

APPROVED AS TO FORM:

County Counsel for Commission

Attachment: Agreement # CFC-MCLA-16-17 July 1– June 30

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND THE MONO
COUNTY OFFICE OF EDUCATION**

This Memorandum of Understanding (MOU) is between The Mono County Children and Families Commission (First 5) and the Mono County Office of Education (MCOE), the latter of which, is the lead agency of Safe Kids California Mono Partners (SKC Mono Partners).

SKC Mono Partners is operating as a partner of Safe Kids California (SKC), a member of Safe Kids Worldwide (SKW), in conducting child injury prevention activities and education consistent with the principles of SKW. The mutual goal of these organizations is the prevention of unintentional injuries to children aged 1-19 years.

It is expressly understood and agreed by both parties to this agreement that the purpose of this MOU is to set the terms for the one-time transfer of funding in the total amount of seven thousand dollars (\$7,000) from First 5 to MCOE to both supplement the salary paid to the Safe Kids Coordinator (Coordinator) of SKC Mono Partners as well as to provide for the purchase of car seats and bike helmets as outlined below.

NOW, THEREFORE, FIRST 5 AND MCOE AGREE AS FOLLOWS:

1. In consideration of the promises made by MCOE, and subject to the terms of this MOU, First 5 agrees to pay up to a total of \$5,000 to MCOE based on semi-annual invoices with the understanding that this portion of funding will be exclusively used to supplement up to 12 hours of the Coordinator's monthly salary at a rate not to exceed \$35.00 per hour for salary and benefits combined.
2. MCOE agrees to use the \$5,000 provided by First 5 to supplement the necessary portion of the Coordinator's monthly salary and, accordingly, that the Coordinator will adhere to all the duties and responsibilities outlined in Attachment A.
3. Additionally, \$2,000 will be given to the Coordinator to be used to buy car seats and bike helmets for children birth to five years old to be dispersed at Safe Kids events, and, if there are extra, through Safe Kids California Mono Partners member sites. This money may also be used to cover the costs associated with training specified individuals, who may subsequently train other specified individuals, on the proper methods of installing said car seats.
4. The Coordinator shall be an employee of MCOE, as the lead agency of SKC Mono Partners, and not an employee or contractor of First 5. As such, MCOE shall be responsible for all employment and personnel related matters and, in accordance with Attachment A, ensure that the Coordinator dedicates at least 15 business hours per month to child injury prevention activities.

5. MCOE shall defend, indemnify, and hold harmless the 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 MCOE, or its agents, officers, or employees. MCOE's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. MCOE's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of MCOE, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

MCOE's obligation under this paragraph shall survive any termination or expiration of this Agreement.

6. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.
7. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.
8. This MOU may be amended only by a writing signed by authorized representatives of the organizations mentioned herein.
9. This MOU shall be effective from July 1, 2017 until June 30, 2020.

10. This MOU shall be administered on behalf of the two organizations by the following persons, their designees or successors in same positions should incumbents change, to whom any notices or correspondence concerning the MOU shall be directed:

First 5 Mono County:

Molly DesBaillets, Executive Director
365 Sierra Park Road, Bldg. M
P.O. Box 130
Mammoth Lakes, CA 93546
760.924.7626

Mono County Office of Education:

Stacey Adler, Superintendent of Schools
451 Sierra Park Road
P.O. Box 130
Mammoth Lakes, CA 93546
760.934.0031

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

First 5 Mono County:

By: _____

Dated: _____

Mono County Office of Education:

By: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

By: _____

Dated: _____

APPROVED FOR RISK MANAGEMENT:

By: _____

Dated: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND THE MONO
COUNTY OFFICE OF EDUCATION**

This Memorandum of Understanding (MOU) is between The Mono County Children and Families Commission (First 5) and the Mono County Office of Education (MCOE) for the provision of funding for the footsteps2brilliance program.

Footsteps2brilliance is an online bilingual literacy program that strives to support children's success at reading at grade level by third grade. This is also an unmet need identified in First 5 Mono's current Strategic Plan

It is expressly understood and agreed by both parties to this agreement that the purpose of this MOU is to set the terms for the one-time transfer of funding in the total amount of ten thousand dollars (\$10,000) from First 5 to MCOE to support provision of access to the footsteps2brilliance program for children birth to kindergarten entry in Mono County.

NOW, THEREFORE, FIRST 5 AND MCOE AGREE AS FOLLOWS:

1. In consideration of the promises made by MCOE, and subject to the terms of this MOU, First 5 agrees to pay up to a total of \$10,000 to MCOE.
2. MCOE agrees to use the \$10,000 provided by First 5 to pay for Mono County families with children birth to kindergarten entry to access the footsteps2brilliance online program.
3. MCOE shall defend, indemnify, and hold harmless the 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 MCOE, or its agents, officers, or employees. MCOE's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. MCOE's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of MCOE, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

MCOE's obligation under this paragraph shall survive any termination or expiration of this Agreement.

4. MCOE shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by MCOE under this Agreement, including operations, products and

completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by MCOE under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, MCOE shall provide to Mono County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County of Mono.

5. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the MCOE shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to the County of Mono as an additional insured.
6. This MOU may be amended only by a writing signed by authorized representatives of the organizations mentioned herein.
7. This MOU shall be effective from July 1, 2017 until June 30, 2018.
8. This MOU shall be administered on behalf of the two organizations by the following persons, their designees or successors in same positions should incumbents change, to whom any notices or correspondence concerning the MOU shall be directed:

First 5 Mono County:

Molly DesBaillets, Executive Director
365 Sierra Park Road, Bldg. M
P.O. Box 130
Mammoth Lakes, CA 93546
760.924.7626

Mono County Office of Education:

Stacey Adler, Superintendent of Schools
451 Sierra Park Road
P.O. Box 130
Mammoth Lakes, CA 93546
760.934.0031

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

First 5 Mono County:

By: _____

Dated: _____

Mono County Office of Education:

By: _____

Dated: _____

APPROVED AS TO FORM:
County Counsel

By: _____

Dated: _____

APPROVED FOR RISK MANAGEMENT:

By: _____

Dated:_____

First 5 Mono County
Agreement No. LAA T&TA Hub 2016-06 A01
Amendment 1
Page 1 of 2

1. Exhibit A, 2. now reads: "First 5 IMPACT supports four key areas, including County/Regional Allocations; Hubs; State-level System Support, and Statewide Training and Technical Assistance (T&TA); and Evaluation and Research Projects.

C) Create regional efficiencies of the early learning system by developing cross-region strategies in agreed-upon areas for quality improvement, staffing, data collection, and systems development, thereby reducing duplication of efforts.

D) Increase local capacity, build on existing strengths, increase efficiency, and meet local needs."
2. Exhibit A, 4. now reads: "First 5 California, Laxmi Gurajada, 2389 Gateway Oaks, Suite 260, Sacramento, CA 95833, Phone (916) 263-1050, e-mail: Lgurajada@ccfc.ca.gov."
3. Exhibit A, 6. (first paragraph) now reads: "The Hub Fiscal Lead Agency shall be responsible for the oversight and administration of the Hubs, including all requirements and responsibilities outlined in the Request for Application (RFA) located at http://www.ccfc.ca.gov/programs/impact/impact_regional_coordination.html, and fiscal accountability for state and local funds."
4. Exhibit A, 7. A., 2. (second paragraph) now reads: "In addition to the Hub allocation, First 5 California shall reimburse the Hub Lead Agency for up to \$150 per site per year during Fiscal Years 2016 – 17..."

Exhibit A., 7. A., 2. third paragraph, third bullet now reads: "Support the work of the Workforce Registry to monitor and align professional development data with QRIS data systems."

Exhibit A., 7., B., last paragraph, now reads: "In addition to the above, the Hub has access to reimbursement for a regional subscription (up to \$3,200 per year beginning FY 2016 – 17) to the Early Learning Needs Assessment Tool (ELNAT)..."
5. Exhibit A, 8. has been replaced in its entirety and now reads: "All deliverables can be found using the Reporting Schedule located on the First 5 IMPACT webpage at <http://www.ccfc.ca.gov/pdf/programs/impact/Hub%20Reporting%20Schedule.pdf>."
6. Exhibit B-1, 4. is replaced in its entirety and now reads, "First 5 California will reimburse travel at the rates and terms determined by the California State Department of Human Resources (CalHR) provisions.

An Out-of-State Travel Approval Request Form (02/16) must be submitted to First 5 California via fax or e-mail four weeks prior to making travel arrangements. First 5 California will respond to the request by either fax or e-mail."

7. Exhibit C. 17. now reads:

First 5 Mono County
Agreement No. LAA T&TA Hub 2016-06 A01
Amendment 1
Page 2 of 2

- “A) Notwithstanding whether or not it may be the subject of a patent or a copyright and/or whether or not it is tangible, intangible, or intellectual, all products, deliverables, or any like items (the Property) that are produced, created, developed, or the like, during the term of this Agreement, and exclusively using First 5 California funds, shall immediately become the sole and complete property of First 5 California upon their creation.
- B) In the event that, during the term of this Agreement, other state or local funds are used in conjunction with funds from this Agreement for the production, creation, development, or the like of the Property, the Property may be considered shared property. Under these circumstances, the parties involved shall immediately determine the extent, if any, of the parties’ shared ownership in the Property. This section applies whether or not the Property may be the subject of a patent or a copyright and/or whether or not the Property is tangible, intangible, or intellectual.
- C) First 5 California reserves agency approval controls over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, conference, and any reimbursable publicity or educational materials to be made available for distribution.
- D) The Contractor shall acknowledge the support of First 5 California when publicizing the work under the Agreement in any media.”

1. Exhibit A, 4. now reads: "First 5 California, Latoya Brown, 2389 Gateway Oaks, Suite 260, Sacramento, CA 95833, Phone (916) 263-1050, e-mail: Lbrown@ccfc.ca.gov."
2. Exhibit A, 5., **Step 2 – QIS**, Item 1: CA-QRIS Framework Elements now reads: "The Contractor shall maintain a minimum of four (4) Elements from the CA-QRIS Framework, including, but not limited to, the following:"

Item 3: Quality Improvement Plans, now reads: "The Contractor shall complete Quality Improvement Plans for Step 2 and Step 3 participating sites in its county or regional consortium. This requirement may be met if a similar plan, such as a Head Start plan or California State Preschool Program (CSPP) plan, is already in place. These plans must be retained at the early learning site and a copy with the Contractor."

Item 3: Quality Improvement Plans, A. now reads: "Comply with the data and reporting requirements of First 5 IMPACT. The Contractor shall use the CA-QRIS Common Data File for program and evaluation reporting."

Item 3: Quality Improvement Plans, second "A." is now "D."
Item 3: Quality Improvement Plans, second "B". is now "E."
Item 3: Quality Improvement Plans, second "C". is now "F."

3. Exhibit A, 7. B. now reads: "CA-QRIS Annual Performance Report (APR)"
 Exhibit A, 7. C. now reads: "CA-QRIS Common Data File"
 Exhibit A, 7. second "A" is now "D."
4. Exhibit A, 10. has been replaced in its entirety and now reads: "All program and evaluation deliverables can be found using the Reporting Schedule located on the First 5 IMPACT webpage at http://www.ccfc.ca.gov/programs/programs_impact.html."
5. Exhibit B, 1. (paragraph 3) now reads: "Additionally, this budget may be reduced by First 5 California through an amendment should the Contractor have a reduction in the number of sites (targets) it serves, including meeting other RFA site requirements and thresholds (e.g., CSPP, I/T, and FCC)."
6. Exhibit B-1, 4. now reads: "First 5 California will reimburse travel in accordance with the California State Department of Human Resources (CalHR) provisions."

An Out-of-State Travel Approval Request Form (02/16) must be submitted to First 5 California via fax or e-mail four (4) weeks prior to making travel arrangements. First 5 California will respond to the request by either fax or e-mail."

7. Exhibit C, 17. Ownership of Products now reads:

- “A) Notwithstanding whether or not it may be subject of a patent or a copyright and/or whether or not tangible, intangible, or intellectual, all products, deliverables, or any like items (the Property) that are produced, created, developed, or the like, during the term of this Agreement, and exclusively using First 5 California funds, shall immediately become the sole and complete property of First 5 California upon their creation.
- B) In the event that, during the term of this Agreement, other state or local funds are used in conjunction with funds from this Agreement for the production, creation, development, or the like of the Property, the Property may be considered shared property. Under these circumstances, the parties involved shall immediately determine the extent, if any, of the parties’ shared ownership in the Property. This section applies whether or not the Property may be the subject of the patent or a copyright and/or whether or not the Property is tangible, intangible, or intellectual.
- C) First 5 California reserves agency approval controls over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, conference, and any reimbursable publicity or educational materials to be made available for distribution.
- D) The Contractor shall acknowledge the support of First 5 California when publicizing the work under the Agreement in any media.”

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

818-360-9800

May 5, 2017

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, 2017. 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, 2017. 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

We have also been engaged to report on supplementary information other than RSI that accompanies Mono County Children & Families Commission's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

- 1) 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 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 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.

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.

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 violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and 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*.

Other Services

We will also assist in preparing the financial statements and related notes of Mono County Children & Families Commission in conformity with U.S. generally accepted accounting principles based on information provided by you. 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*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

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 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 and all accompanying information 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, which we have been engaged to report on, in conformity with U.S. general 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 make the audited financial statements readily available to users of the supplementary information no later than the day the supplementary information is issued with our 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 and providing report copies of 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.

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 that you have reviewed and approved the financial statements 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, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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 California Children & Families Commission and the California State Controller; 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 Children & Families Commission and the California State Controller or their 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 Children & Families Commission and California State Controller. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

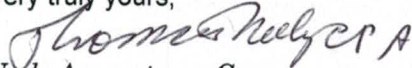
We expect to begin our audit on approximately July 15, 2017 and to issue our reports no later than October 15, 2017. Thomas Neely, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$5,950. 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 30 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.

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 Accountancy Corp.

RESPONSE:

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

☒ Management signature: _____

Title: _____

Date: _____

☒ Governance signature: _____

Title: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
MONO COUNTY CHILDREN AND FAMILIES COMMISSION
AND MONO COUNTY DEPARTMENT OF SOCIAL SERVICES
FOR THE PROVISION OF CBCAP and 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 upon 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 Community Based Child Abuse Prevention (CBCAP) and Child Abuse Prevention, Intervention, and Treatment (CAPIT) services through the provision of Home Visiting Services to the County for an amount not to exceed \$33,000 per fiscal year.

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

1. The term of this Agreement shall be from July 1, 2017 to June 30, 2020, unless sooner terminated 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-three thousand dollars (\$33,000.00) per fiscal year nor ninety-nine thousand dollars (\$99,000.00) 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 pay First 5 for the provision of CBCAP and 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 and financial report along with a Quarterly Monitoring Report (example of what to include in the Quarterly Monitoring Report is included in Attachment A) to the County on a quarterly basis. Quarterly invoices and all required reporting shall be due from First 5 on October 15, 2017, 2018, and 2019; January 15, 2018, 2019 and 2020; April 15, 2018, 2019, and 2020; and July 10, 2018, 2019, and 2020. *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:

Molly DesBaillets, Executive Director
365 Sierra Park Road, Bldg. M
P.O. Box 130
Mammoth Lakes, CA 93546
760.924.7626

Mono County Social Services:

Kathryn Peterson, Director
P.O. Box 2969
Mammoth Lakes, CA 93546
760-924-1770

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:

By: _____

Dated: _____

Mono County Social Services:

By: _____

Dated: _____

APPROVED AS TO FORM:
County Counsel

By: _____

Dated: _____

APPROVED FOR RISK MANAGEMENT:

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 CBCAP and CAPIT SERVICES

TERM:

FROM: July 1, 2017 TO: June 30, 2020

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 prenatal 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.

First 5 will use a high quality home visiting program based on research-based models of best practice; 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.

First 5 will receive an orientation from the County regarding the Resource Family Approval (RFA) program. First 5 will assist County in recruitment efforts related to the RFA Program.

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 early due date.

Quarterly Monitoring Report Template shall include the following items:

- a. Name of Service Provider and Program.
 - b. A brief description of your activities for the reporting quarter/period, including any program improvements or challenges. Copies of any surveys or other tools used to measure client satisfaction.
 - c. A description of 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 County 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.
- First 5 will report on outcomes and expenditures separately for CBCAP and CAPIT program expenditures.
 - 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 CBCAP and CAPIT SERVICES**

TERM:

FROM: July 1, 2017 TO: June 30, 2020

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. Please notify County of any line item changes, and provide written justification for any line item change exceeding 30%.

CBCAP and CAPIT Annual Budget - FY 2017-18, FY 2018-19, and FY 2019-2020

PERSONNEL EXPENSES				
POSITIONS	% TIME	Funds	In-Kind	TOTAL
F5M Home Visiting Staff	80% FTE (divided by 4 home visitors, 25% for 2 bilingual and 15% for 2 English only)	\$ 18,000	\$ 19,000	\$ 37,000
F5M Home Visiting Supervision	3% FTE	\$ 3,000	\$ 4,945	\$ 7,945
TOTAL PERSONNEL	83% FTE	\$ 21,000	\$ 23,945	\$ 44,945
OPERATING EXPENSES				
		Funds	In-Kind	TOTAL
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 Annual Budget Amount	In-Kind Budget Amount	TOTAL Budget Amount		
\$33,000	\$30,040	\$63,040		

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

**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 Mono County Behavioral Health Director, Robin K. Roberts. 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 July 1, 2017 to June 30, 2018 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be

entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$40,000 through June 30, 2018 (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to

ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

8. WORKERS' COMPENSATION

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

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:

☒ General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

☒ Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$300,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.

☐ Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (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, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

☐ Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

D. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

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

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County’s control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney’s fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor’s agents, officers, or employees. Contractor’s obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor’s obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are

caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

15. ASSIGNMENT

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

Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of the County.

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances, including but not limited to the provisions set forth in Attachment C (incorporated herein by this reference), providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) 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 ____ DAY OF _____, _____.**

COUNTY OF MONO

CONTRACTOR

By: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

By: _____

Dated: _____

Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM:

Counsel for First 5

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: 07/01/17 TO: 06/30/18

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 new 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 and 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 Contractor's staff or subcontractors providing these services, as needed to meet the terms and conditions of the MHSA 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) hour 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 English 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 English 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 collect and maintain data from both weekly and Support-Group-end participant surveys and 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 designated meeting-record forms, on all referrals made during the group session including the agency the client was referred to, the reason for the referral, and, whenever possible, whether or not the referral was accessed. (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 to County 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: 07/01/17 TO: 06/30/18

SCHEDULE OF FEES:

Contractor shall be paid an amount up to \$40,000 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 Behavioral 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 Contractor. Documentation may include actual invoices, pay records for stipends paid to staff or independent contractors, etc.

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) Business Associate. "Business Associate" shall mean the party identified above as the "Business Associate".
- (b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.
- (c) Covered Entity. "Covered Entity" shall mean the County of Mono, a hybrid entity, and it's 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) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- (e) Electronic Protected Health Information. "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) Individual. "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) Master Agreement. "Master Agreement" shall mean the contract or other agreement to which this Attachment is attached and made a part of.
- (h) Minimum Necessary. "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) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.
 - a. G) Protected Health Information. "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) Required by Law. "Required by law" shall have the same meaning as the term
- (l) "required by law" in Section 164.103.
- (m) Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.
- (n) Security Incident. "Security Incident" shall mean the attempted or successful
- (o) 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.
- (p) Security Rule. "Security Rule" shall mean the Security Standards for the Protection
- (q) of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- (r) Unsecured Protected Health Information. "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 164.5020).

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.

5. 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
- (c) corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.
- (d) 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 IO(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.

Grant Award Notification

GRANTEE NAME AND ADDRESS Mono County Children and Families Commission 365 Sierra Park Road, Building M Box 130 Mammoth Lakes, CA 93546	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	16-17	14869	2680	00
Attention Molly DesBaillets, Executive Director	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office	Resource Code		Revenue Object	26
Telephone 760-924-7626	5035		8290	INDEX

Name of Grant Program
California Quality Rating and Improvement System Certification Grant

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$3,500		\$3,500		7/01/2016	12/29/2017
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
93.575	G1601CACCDF	Child Care and Development Fund			USDHHS	

I am pleased to inform you that you have been funded for the California Quality Rating and Improvement System (CA-QRIS) Certification Grant. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Kim Taniguchi, Child Development Assistant
Early Education and Support Division
California Department of Education
1430 N Street, Suite 3410
Sacramento, CA 95814-5901

California Department of Education Contact Kim Taniguchi	Job Title Child Development Assistant
E-mail Address ktaniguchi@cde.ca.gov	Telephone 916-323-1301
Signature of the State Superintendent of Public Instruction or Designee Tom Taniguchi	Date June 2, 2017

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
E-mail Address	Telephone
Signature	Date

CDE Grant Number: 16-14869-2680-00
June 2, 2017
Page 2

Grant Award Notification (Continued)

Assurances and Certifications

These grant funds originate from part of the Child Care Development Block Grant (CCDBG) funding and are subject to the terms and conditions of CCDBG Program Cost Account 14869.

The following Assurances and Certifications are requirements of applicants and grantees as a condition of receiving funds. Applicants do not need to sign and return the general assurances and certification; instead, they must download them from the California Department of Education (CDE) Funding Forms Web page at <http://www.cde.ca.gov/fq/fo/fm/ff.asp> and keep them on file to be available for compliance reviews, complaint investigations, or audits.

Fiscal Issues:

- Applicants agree to follow any applicable federal or state law relating to this grant and will meet all fiscal and auditing standards required by the CDE.
- Any consortium receiving CA-QRIS Certification Grant funds is required to use the funds only for the intended purposes of this grant.
- Ninety percent of each grant award will be disbursed when all Grant Award Notifications have been signed and returned to the CDE.
- The reporting period due dates are as follows:

Reporting Period

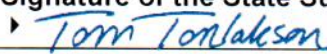

July 1, 2016, to December 29, 2017

Due to the CDE by:

March 30, 2018

- Upon receipt of the close-out expenditure report, which should reflect expenditures of the entire grant award amount, the final 10 percent will be paid. If there are expenditures that do not equal the remaining 10 percent, the grantee will be reimbursed for only the balance of expenditures beyond the initial 90 percent as reflected on the final report. The total amount of **all** expenditures cannot exceed the grant award amount. If the reports reflect any unspent funds of the original 90 percent advanced, the CDE may invoice for any remaining unspent balance.

Grant Award Notification

GRANTEE NAME AND ADDRESS Mono County Children and Families Commission 365 Sierra Park Road, Building M Box 130 Mammoth Lakes, CA 93546				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				16-17	14092	2680	00
Attention Molly DesBaillets, Executive Director				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office				Resource Code		Revenue Object	26
Telephone 760-924-7626				5035		8290	INDEX
Name of Grant Program California Quality Rating and Improvement System Certification Grant							0656
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$3,500		\$3,500		10/01/2016	12/29/2017	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
93.575	G1701CACCDF	Child Care and Development Fund			USDHHS		
<p>I am pleased to inform you that you have been funded for the California Quality Rating and Improvement System (CA-QRIS) Certification Grant. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Kim Taniguchi, Child Development Assistant Early Education and Support Division California Department of Education 1430 N Street, Suite 3410 Sacramento, CA 95814-5901</p>							
California Department of Education Contact				Job Title			
Kim Taniguchi				Child Development Assistant			
E-mail Address					Telephone		
ktaniguchi@cde.ca.gov					916-323-1301		
Signature of the State Superintendent of Public Instruction or Designee					Date		
					June 2, 2017		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature					Date		
							

CDE Grant Number: 16-14092-2680-00
June 2, 2017
Page 2

Grant Award Notification (Continued)

Assurances and Certifications

These grant funds originate from part of the Child Care Development Block Grant (CCDBG) funding and are subject to the terms and conditions of CCDBG Program Cost Account 14092.

The following Assurances and Certifications are requirements of applicants and grantees as a condition of receiving funds. Applicants do not need to sign and return the general assurances and certification; instead, they must download them from the California Department of Education (CDE) Funding Forms Web page at <http://www.cde.ca.gov/fq/fo/fm/ff.asp> and keep them on file to be available for compliance reviews, complaint investigations, or audits.

Fiscal Issues:

- Applicants agree to follow any applicable federal or state law relating to this grant and will meet all fiscal and auditing standards required by the CDE.
- Any consortium receiving CA-QRIS Certification Grant funds is required to use the funds only for the intended purposes of this grant.
- Ninety percent of each grant award will be disbursed when all Grant Award Notifications have been signed and returned to the CDE.
- The reporting period due dates are as follows:

Reporting Period

July 1, 2016, to December 29, 2017

Due to the CDE by:

March 30, 2018

- Upon receipt of the close-out expenditure report, which should reflect expenditures of the entire grant award amount, the final 10 percent will be paid. If there are expenditures that do not equal the remaining 10 percent, the grantee will be reimbursed for only the balance of expenditures beyond the initial 90 percent as reflected on the final report. The total amount of **all** expenditures cannot exceed the grant award amount. If the reports reflect any unspent funds of the original 90 percent advanced, the CDE may invoice for any remaining unspent balance.

Revenue	2012-13 ACTUAL	2013-14 ACTUAL	Forecast 2014-15	Forecast 2015-16	Forecast 2016-17	Forecast 2017-18	Forecast 2018-19	Total 5 year
Prop 10 tax revenue	\$106,721	\$108,077	\$100,013	\$97,628	\$93,814	\$91,000	\$88,270	\$470,724
Small County Augmentation	\$202,781	\$184,604	\$184,604	\$184,604	\$184,604	\$184,604	\$184,604	\$923,020
Surplus Money Investment Income (SMIF) estimate	\$38	\$29	\$27	\$27	\$27	\$27	\$27	\$135
Home Visiting Services: CAPIT Grant (Child Abuse Prevention)	\$29,882	\$29,006	\$29,882					\$29,882
Peapod Program (Partnership of F5M & Mono Mental Health)	\$40,000	\$30,529	\$40,000					\$40,000
Child Care Quality: CARES Plus	\$34,330	\$40,000	\$40,000	\$40,000				\$80,000
Child Care Quality: Child Signature Project	\$33,838	\$65,687	\$57,000					\$57,000
Safe Kids Grant		\$723						
Raising a Reader			\$5,000					
Miscellaneous Income	\$290	\$6,678	\$900	\$900	\$900	\$900	\$900	\$4,500
Interest on First 5 Mono Fund Balance	\$7,003	\$5,973	\$5,384	\$4,912	\$3,786	\$2,722	\$1,532	\$18,336
Total	\$454,883	\$471,304	\$462,810	\$328,071	\$283,131	\$279,252	\$275,333	\$1,628,597
Expense	2012-13 ACTUAL	2013-14 ACTUAL	Forecast 2014-15	Forecast 2015-16	Forecast 2016-17	Forecast 2017-18	Forecast 2018-19	Total 5 year
Home Visiting Services: (WBI; B/F Promotion; CAPIT Grant)	\$129,793	\$118,591	\$130,131	\$133,031	\$136,131	\$139,431	\$142,931	\$681,655
School Readiness (ESUSD;MUSD;RAR;F5M Coordination)	\$105,017	\$69,919	\$80,617	\$81,317	\$82,067	\$82,867	\$83,717	\$410,585
Peapod Program (Partnership of F5M & Mono Behavioral Health)	\$47,625	\$31,410	\$45,749	\$30,000	\$30,000	\$30,000	\$30,000	\$165,749
Child Care Quality: CARES Plus	\$51,578	\$60,162	\$60,000	\$60,000				\$120,000
Child Care Quality: Child Signature Project	\$33,838	\$65,687	\$57,000					\$57,000
Oral Health Services	\$12,556	\$6,050	\$5,570	\$3,700	\$3,700	\$3,700	\$3,700	\$20,370
Safe Kids Partners		\$13,302	\$7,000	\$7,000	\$7,000	\$6,000	\$5,000	\$32,000
Evaluation/Assessments to identify gaps in services	\$1,194	\$1,062	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
<i>Commission Operations/Support -- Administration</i>	\$57,835	\$56,563	\$68,289	\$70,569	\$73,629	\$76,929	\$80,469	\$369,885
<i>Commission Operations/Support -- Program</i>	\$27,767	\$28,281	\$34,145	\$35,285	\$36,815	\$38,465	\$40,235	\$184,943
<i>Commission Operations/Support -- Evaluation</i>	\$9,256	\$9,427	\$11,382	\$11,762	\$12,272	\$12,822	\$13,412	\$61,648
Commission Operations/Support -- Total	\$94,858	\$94,272	\$113,815	\$117,615	\$122,715	\$128,215	\$134,115	\$616,475
Misc. Program Exp. including County Counsel, & Audit	\$7,270	\$13,618	\$9,050	\$7,000	\$7,000	\$7,000	\$7,000	\$37,050
Total	\$483,729	\$474,073	\$509,932	\$440,663	\$389,613	\$398,213	\$407,463	\$2,145,884
Fiscal Year	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	
Revenues less Expenses	-\$28,845	-\$2,768	-\$47,122	-\$112,592	-\$106,482	-\$118,961	-\$132,130	
Total Fund Balance (actual, estimated, & forecasted)	\$541,125	\$538,357	\$491,235	\$378,643	\$272,161	\$153,201	\$21,070	

Assumptions: Small county augs will continue and remain steady. & Prop 10 revenues will decline approx 3%/yr.

In August of 2008, the Commission established a policy to set a minimum fund balance of no less than one year's current base revenue (\$315,000 in 2008), thus allowing the commission to sustain program operations or close them out, should it be necessary. This threshold is forecasted to be crossed at the end of FY 2018-17

MONO COUNTY CHILDREN AND FAMILIES COMMISSION
5 Year Fiscal Plan FY 2016-17

Item#10, Mtg Date 6/22/2017

Revenue	2013-14 ACTUAL	2014-15 ACTUAL	2015-16 ACTUAL	2016-17 Current	Forecast 2017-18	Forecast 2018-19	Forecast 2019-20	Forecast 2020-21	Total 5 year
Prop 10 tax revenue	108,077	89,002	98,286	99,621	92,333	88,828	85,583	85,583	451,948
Small County Augmentation	184,604	260,998	251,714	250,379	257,667	261,172	264,417	264,417	1,298,052
Surplus Money Investment Income (SMIF) estimate	29	28	47	25	34	30	32	31	151
Home Visiting Services: CAPIT Grant (Child Abuse Prevention)	29,006	29,902	30,000	30,000	33,000	33,000	33,000		129,000
Peapod Program (Partnership of F5M & Mono Mental Health)	30,529	34,817	35,000	35,000	40,000				75,000
Child Care Quality: CARES Plus	40,000	40,000	37,356						0
Child Care Quality: IMPACT			22,213	57,145	68,788	72,168	74,227		272,328
Child Care Quality: IMPACT Region 6 Hub				42,414	122,663	122,663	121,372		409,112
Community Development Block Grant: Childcare			4,063	233,989	215,746				449,735
Raising a Reader		3,802	1,361	2,049	2,170	2,170	2,170	2,170	10,729
Miscellaneous Income	7,313	5,570	2,382	1,100	140	140	140	140	1,660
Interest on First 5 Mono Fund Balance	5,973	5,909	6,174	6,200	6,259	6,259	5,730	5,158	29,606
Total Revenues	471,216	532,939	488,596	757,922	838,800	586,430	586,671	357,498	3,127,321
Expense	2013-14 ACTUAL	2014-15 ACTUAL	2015-16 ACTUAL	2016-17 Current	Forecast 2017-18	Forecast 2018-19	Forecast 2018-19	Forecast 2020-21	Total 5 year
Home Visiting Services: (WBI; B/F Promotion; CAPIT Grant)	118,591	140,643	145,358	148,168	151,200	155,500	160,500	165,500	780,868
School Readiness: ESUSD;MUSD;RAR;F5M Coordination	69,919	85,235	91,977	85,350	100,415	86,000	87,000	88,000	446,765
Peapod Program (Partnership of F5M & Mono Mental Health)	31,410	39,919	35,000	35,000	40,000	35,000	30,000	30,000	170,000
Child Care Quality: CARES Plus, IMPACT & IMPACT Hub	60,162	66,436	81,155	113,726	203,916	210,897	212,008		740,546
Community Development Block Grant: Childcare				233,989	215,746				449,735
Oral Health Services	6,050	5,618	6,612	5,546	4,110	4,000	3,500		17,156
Safe Kids Partners	13,302	7,050	8,113	7,000	7,000	7,000	7,000		28,000
Evaluation/Assessments to identify gaps in services	1,062	1,375	1,099	1,319	1,320	10,000	1,350	500	14,489
<i>Commission Operations/Support -- Administration</i>	56,563	62,751	59,703	70,374	58,787	65,632	72,284	95,705	362,782
<i>Commission Operations/Support -- Program</i>	28,281	31,375	29,852	35,187	30,894	34,316	37,642	47,852	185,891
<i>Commission Operations/Support -- Evaluation</i>	9,427	10,458	9,951	11,729	10,298	11,439	12,547	15,951	61,964
Commission Operations/Support -- Total	94,272	104,585	99,505	117,290	102,979	114,386	125,473	159,508	619,636
Misc. Program Exp. including County Counsel, & Audit	13,618	13,015	13,571	12,113	12,114	10,050	10,050	10,050	54,377
Total Expenditures	408,386	463,876	482,390	759,501	838,800	632,833	636,881	453,558	3,321,572
Fiscal Year	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	
Revenues less Expenses	-2,856	6,153	6,206	-1,579	0	-46,403	-50,210	-96,060	
Total Fund Balance (actual, estimated, & forecasted)	538,269	544,422	550,628	549,049	549,049	502,646	452,436	356,377	

Assumptions: DOF 6/2015 projected Prop 10 revenues and birth rate through FY 2018-19; 9% annual salary and benefit increases

In August of 2008 the Commission established a policy to set a minimum fund balance of no less than one year's current base revenue, thus allowing the commission to sustain program operations or close them out, should it be necessary. This threshold is forecasted to be crossed in FY 2021-22.

First 5 Mono County
Profit & Loss, Budget vs. Actual
July 2016 through June 6, 2017

	Jul '16 - Jun 17	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Prop 10 Tax Revenue	48,802.77	90,397.00	-41,594.23	53.99%
Small County Augmentation	204,271.59	259,603.00	-55,331.41	78.69%
SMIF (Surplus Money Inv Fund)	0.00	25.00	-25.00	0.0%
CAPIT (Parenting Partners)	23,615.00	30,000.00	-6,385.00	78.72%
IMPACT	15,786.00	57,145.00	-41,359.00	27.62%
Region 6 T&TA Hub	0.00	42,414.00	-42,414.00	0.0%
ICSOS Coaching	0.00	1,000.00	-1,000.00	0.0%
CDBG Administration	4,001.90	9,887.28	-5,885.38	40.48%
CDBG	118,891.05	224,102.00	-105,210.95	53.05%
Peapod Program (Prop 63 Funds)	27,159.17	35,000.00	-7,840.83	77.6%
Raising a Reader	749.52	2,048.82	-1,299.30	36.58%
Misc Inc				
Breast Pump Attachments	0.00	100.00	-100.00	0.0%
Total Misc Inc	0.00	100.00	-100.00	0.0%
Interest on F5 Mono Fund Bal	4,886.77	6,200.00	-1,313.23	78.82%
Total Income	448,163.77	757,922.10	-309,758.33	59.13%
Expense				
Home Visiting (Resource 9037)				
Welcome Baby! Home Visiting				
Home Visitors Salary	47,047.49	56,229.25	-9,181.76	83.67%
Home Visitors Benefits	5,742.91	4,672.92	1,069.99	122.9%
Admin Assistant Salary	6,152.19	6,711.48	-559.29	91.67%
Admin Assistant Benefits	1,051.48	1,142.76	-91.28	92.01%
Office Supplies	1,500.00	1,500.00	0.00	100.0%
Postage	179.16	200.00	-20.84	89.58%
Mileage Reimbursement Personal	6,100.00	6,100.00	0.00	100.0%
Educational Support Materials	2,181.38	2,200.00	-18.62	99.15%
MCOE Indirect	0.00	6,811.93	-6,811.93	0.0%
Total Welcome Baby! Home Visiting	69,954.61	85,568.34	-15,613.73	81.75%
CAPIT Grant Parenting Partners				
Home Visiting Staff	33,872.14	37,000.00	-3,127.86	91.55%
Home Visiting Supervision	4,524.63	4,610.00	-85.37	98.15%
Office Supplies	1,474.68	1,545.00	-70.32	95.45%
Counseling	800.00	2,000.00	-1,200.00	40.0%
Grant Administration	100.00	850.00	-750.00	11.77%
Training & Travel	9,581.80	9,000.00	581.80	106.46%
Educational Materials	370.62	1,000.00	-629.38	37.06%
MCOE Indirect	0.00	4,495.00	-4,495.00	0.0%
Total CAPIT Grant Parenting Partners	50,723.87	60,500.00	-9,776.13	83.84%
Lactation Counseling/Childbirth				
Breast Pump Attachments	0.00	100.00	-100.00	0.0%
Lactation Counseling/Childbirth - Other	1,063.46	2,000.00	-936.54	53.17%
Total Lactation Counseling/Childbirth	1,063.46	2,100.00	-1,036.54	50.64%
Total Home Visiting (Resource 9037)	121,741.94	148,168.34	-26,426.40	82.17%
School Readiness				
Director Salary	5,817.46	6,346.32	-528.86	91.67%
Director Benefits	3,040.22	3,284.34	-244.12	92.57%
Admin Assistant Salary	6,152.30	6,711.60	-559.30	91.67%
Admin Assistant Benefits	1,050.60	1,142.94	-92.34	91.92%
Advertising	144.65	250.00	-105.35	57.86%
Office Supplies/Postage	1,000.30	1,000.00	0.30	100.03%
Motorpool	159.20	300.00	-140.80	53.07%
MCOE Indirect	0.00	1,591.15	-1,591.15	0.0%
Preschool to K Transition	3,685.87	3,500.00	185.87	105.31%
Promotional Messaging	500.00	500.00	0.00	100.0%
Early Literacy	2,056.15	3,000.00	-943.85	68.54%
ESUSD Transition to School	7,962.00	8,675.00	-713.00	91.78%
MUSD Transition to School	0.00	10,000.00	-10,000.00	0.0%
Preschool Support	0.00	4,000.00	-4,000.00	0.0%
Raising a Reader Mo Co Library				
Story Time				
Leader Salary	1,149.23	1,366.13	-216.90	84.12%
Leader Benefits	175.78	215.45	-39.67	81.59%
Supplies	189.50	200.00	-10.50	94.75%
First 5 Indirect	0.00	123.31	-123.31	0.0%
MCOE Indirect	0.00	143.92	-143.92	0.0%
Total Story Time	1,514.51	2,048.81	-534.30	73.92%
Raising a Reader Mo Co Library - Other	19,000.00	33,000.00	-14,000.00	57.58%
Total Raising a Reader Mo Co Library	20,514.51	35,048.81	-14,534.30	58.53%
Total School Readiness	52,083.26	85,350.16	-33,266.90	61.02%
Peapod (Resource 9039)				

First 5 Mono County
Profit & Loss, Budget vs. Actual
July 2016 through June 6, 2017

	Jul '16 - Jun 17	Budget	\$ Over Budget	% of Budget
Director Salary	1,292.73	1,410.24	-117.51	91.67%
Director Benefits	674.99	731.00	-56.01	92.34%
Admin Assistant Salary	6,152.30	6,711.60	-559.30	91.67%
Admin Assistant Benefits	1,051.61	1,142.94	-91.33	92.01%
Peapod Leaders Salary	17,391.55	18,584.00	-1,192.45	93.58%
Peapod Leaders Benefits	1,674.23	1,490.54	183.69	112.32%
Office Supplies	4.85	200.00	-195.15	2.43%
Advertising	898.22	300.00	598.22	299.41%
Training	1,000.00	1,000.00	0.00	100.0%
Playgoup Materials	377.83	200.00	177.83	188.92%
Mileage Reimbursement Personal	647.17	200.00	447.17	323.59%
MCOE Indirect	0.00	2,754.60	-2,754.60	0.0%
First 5 Indirect	214.25	275.08	-60.83	77.89%
Total Peapod (Resource 9039)	31,379.73	35,000.00	-3,620.27	89.66%
Child Care Quality				
IMPACT				
Director Salary	4,524.63	4,935.96	-411.33	91.67%
Director Benefits	2,364.62	2,554.50	-189.88	92.57%
Coordinator Salary	25,799.84	28,145.28	-2,345.44	91.67%
Coordinator Benefits	4,398.93	4,778.34	-379.41	92.06%
Materials & Supplies	780.81	900.00	-119.19	86.76%
Travel	885.19	2,000.00	-1,114.81	44.26%
Equipment	1,014.71	1,000.00	14.71	101.47%
Incentives	16,442.15	15,000.00	1,442.15	109.61%
Contractual	2,356.29	2,827.00	-470.71	83.35%
Indirect				
MCOE Indirect	0.00	681.63	-681.63	0.0%
First 5 Indirect	7,196.14	8,489.53	-1,293.39	84.77%
Total Indirect	7,196.14	9,171.16	-1,975.02	78.47%
Total IMPACT	65,763.31	71,312.24	-5,548.93	92.22%
Region 6 T&TA Hub				
Materials & Supplies	0.00	1,250.00	-1,250.00	0.0%
Travel	995.90	9,625.00	-8,629.10	10.35%
Contractual	0.00	19,847.00	-19,847.00	0.0%
ELNAT	3,200.00	3,200.00	0.00	100.0%
Other	0.00	5,100.00	-5,100.00	0.0%
First 5 Indirect	1,257.43	3,392.00	-2,134.57	37.07%
Total Region 6 T&TA Hub	5,453.33	42,414.00	-36,960.67	12.86%
Total Child Care Quality	71,216.64	113,726.24	-42,509.60	62.62%
Oral Health (Resource 9038)				
Director Salary	1,292.73	1,410.24	-117.51	91.67%
Director Benefits	675.77	729.84	-54.07	92.59%
Tooth Tutor Part-time Emp	1,145.82	1,900.00	-754.18	60.31%
Tooth Tutor Benefits	82.44	126.96	-44.52	64.93%
Educational Support Materials	1,039.10	1,000.00	39.10	103.91%
MCOE Indirect	0.00	379.20	-379.20	0.0%
Total Oral Health (Resource 9038)	4,235.86	5,546.24	-1,310.38	76.37%
Safe Kids Coalition	0.00	7,000.00	-7,000.00	0.0%
CDBG Admin Expense	4,870.85	9,887.28	-5,016.43	49.26%
CDBG-ESUSD	118,891.05	224,102.00	-105,210.95	53.05%
Evaluation	1,296.31	1,319.00	-22.69	98.28%
F5 Operations				
F5 Operations (Resource 9300)				
Director Salary	44,494.68	46,539.60	-2,044.92	95.61%
Director Benefits	25,633.77	26,639.70	-1,005.93	96.22%
Admin Assistant Salary	15,470.30	17,151.72	-1,681.42	90.2%
Admin Assistant Benefits	2,541.91	2,920.44	-378.53	87.04%
Office Supplies/Postage	2,779.98	2,500.00	279.98	111.2%
Advertising	684.02	500.00	184.02	136.8%
Rent	6,300.00	6,000.00	300.00	105.0%
Phones	260.19	200.00	60.19	130.1%
Commissioner Travel	827.84	1,000.00	-172.16	82.78%
Staff Travel	1,892.32	4,000.00	-2,107.68	47.31%
MCOE Indirect	0.08	9,838.08	-9,838.00	0.0%
Total F5 Operations (Resource 9300)	100,885.09	117,289.54	-16,404.45	86.01%
Total F5 Operations	100,885.09	117,289.54	-16,404.45	86.01%
Miscellaneous				
F5 Association Dues	3,163.00	3,163.00	0.00	100.0%
Fiscal Audit	5,950.00	5,950.00	0.00	100.0%
Mono County Counsel	0.00	3,000.00	-3,000.00	0.0%
Total Miscellaneous	9,113.00	12,113.00	-3,000.00	75.23%
Total Expense	515,713.73	759,501.80	-243,788.07	67.9%
Net Ordinary Income	-67,549.96	-1,579.70	-65,970.26	4,276.13%

First 5 Mono County
Profit & Loss, Budget vs. Actual
July 2016 through June 6, 2017

Net Income

Jul '16 - Jun 17	Budget	\$ Over Budget	% of Budget
-67,549.96	-1,579.70	-65,970.26	4,276.13%

	YTD Jul 2016 - April 2017	16-17 Budget	17-18 Proposed Budget
Ordinary Income/Expense			
Income			
Prop 10 Tax Revenue	33,168	90,397	92,333
Small County Augmentation	16,487	259,603	257,667
SMIF (Surplus Money Inv Fund)	0	25	34
CAPIT & CBCAP (Home Visiting)	16,327	30,000	33,000
IMPACT	15,786	57,145	68,788
Region 6 T&TA Hub	0	42,414	122,663
ICSOS Coaching	0	1,000	-
CDBG Administration	0	9,887	9,887
CDBG	86,615	224,102	205,859
Peapod Program (Prop 63 Funds)	17,012	35,000	40,000
Raising A Reader	750	2,049	2,170
Misc Inc	0	100	140
Interest on F5 Mono Fund Bal	2,922	6,200	6,259
Total Income	189,067	757,922	838,800
Expense			
Home Visiting (Resource 9037)			
Welcome Baby! Home Visiting			
Home Visitors Salary	33,944	56,229	92,000
Home Visitors Benefits	4,015	4,673	11,000
Admin Assistant Salary	4,474	6,711	7,315
Admin Assistant Benefits	764	1,143	1,250
Director Salary			3,532
Director Benefits			1,849
Office Supplies	1,011	1,500	1,555
Postage	129	200	200
Mileage	6,100	6,100	
Counseling			1,000
Training & Travel			15,100
Educational Support Materials	940	2,200	2,200
MCOE Indirect	0	6,812	13,200
Total Welcome Baby! Home Visiting	51,378	85,568	150,200
CAPIT Grant Parenting Partners			
Home Visiting Staff	24,161	37,000	
Home Visiting Supervision	3,291	4,610	
Office Supplies	833	1,545	
Counseling	800	2,000	
Grant Administration	100	850	
Training & Travel	7,015	9,000	
Educational Materials	127	1,000	
MCOE Indirect	0	4,495	
Total CAPIT Grant Parenting Partners	36,327	60,500	
Lactation/Childbirth	197	2,100	1,000
Total Home Visiting (Resource 9037)	87,901	148,168	151,200
School Readiness			
Director Salary	4,231	6,346	6,920
Director Benefits	2,209	3,284	3,610
Admin Assistant Salary	4,474	6,712	7,315
Admin Assistant Benefits	766	1,143	1,255
Advertising	0	250	
Office Supplies/Postage	502	1,000	1,000
Motorpool	0	300	300
MCOE Indirect	0	1,591	1,940
Preschool to K Transition	3,686	3,500	3,700
Promotional Messaging	321	500	700
Early Literacy	2,056	3,000	3,000
Footsteps2Brilliance			10,000
ESUSD Transition to School	0	8,675	8,675
MUSD Transition to School	0	10,000	10,000
Preschool Support	0	4,000	4,000
Raising A Reader Mo Co Library			
Story Time			
Leader Salary	953	1,366	1,559
Leader Benefits	142	215	232
Supplies	0	200	200
First 5 Indirect	0	123	
MCOE Indirect	0	144	179
Total Story Time	1,095	2,049	2,170
Raising A Reader Mo Co Library - Other	19,000	33,000	35,830
Total Raising A Reader Mo Co Library	20,095	35,049	38,000
Total School Readiness	38,340	85,350	100,415

	YTD Jul 2016 - April 2017	16-17 Budget	17-18 Proposed Budget
Peapod (Resource 9039)			
Director Salary	940	1,410	1,537
Director Benefits	491	731	803
Admin Assistant Salary	4,474	6,712	7,316
Admin Assistant Benefits	765	1,143	1,250
Peapod Leaders Salary	12,243	18,584	21,418
Peapod Leaders Benefits	1,138	1,491	1,885
Office Supplies	5	200	150
Advertising	827	300	1,000
Training	1,000	1,000	800
Playgoup Materials	315	200	200
Mileage	320	200	200
MCOE Indirect	0	2,755	3,441
First 5 Indirect	214	275	
Total Peapod (Resource 9039)	22,732	35,000	40,000
Child Care Quality			
IMPACT			
Director Salary	3,291	4,936	5,380
Director Benefits	1,718	2,555	2,810
Coordinator Salary	18,764	28,145	30,680
Coordinator Benefits	3,200	4,778	5,235
Materials & Supplies	740	900	900
Travel	885	2,000	1,000
Equipment	128	1,000	
Incentives	620	15,000	18,000
Contractual	1,734	2,827	8,600
Indirect			
MCOE Indirect	0	682	4,410
First 5 Indirect	5,509	8,490	4,238
Total Indirect	5,509	9,171	8,648
Total IMPACT	36,589	71,312	81,253
Region 6 T&TA Hub			
Materials & Supplies	0	1,250	1,250
Travel	827	9,625	11,510
Contractual	0	19,847	90,915
ELNAT	3,200	3,200	3,200
Other	0	5,100	5,100
First 5 Indirect	39	3,392	10,688
Total Region 6 T&TA Hub	4,066	42,414	122,663
Total Child Care Quality	40,655	113,726	203,916
Oral Health (Resource 9038)			
Director Salary	940	1,410	1,540
Director Benefits	491	730	800
Tooth Tutor Part-time Emp	537	1,900	880
Tooth Tutor Benefits	41	127	65
Educational Support Materials	556	1,000	500
MCOE Indirect	0	379	325
Total Oral Health (Resource 9038)	2,565	5,546	4,110
Safe Kids Coalition	0	7,000	7,000
CDBG Admin Expense	4,151	9,887	9,887
CDBG-ESUSD	118,891	224,102	205,859
Evaluation	0	1,319	1,320
F5 Operations			
F5 Operations (Resource 9300)			
Director Salary	32,037	46,540	33,887
Director Benefits	18,460	26,640	27,690
Admin Assistant Salary	11,182	17,152	18,283
Admin Assistant Benefits	1,833	2,920	2,997
Office Supplies/Postage	2,235	2,500	2,500
Advertising	471	500	1,000
Rent	4,700	6,000	3,000
Phones	229	200	350
Commissioner Travel	828	1,000	800
Staff Travel	1,759	4,000	3,000
MCOE Indirect	0	9,838	9,472
Total F5 Operations	73,735	117,290	102,979
Miscellaneous			
F5 Association Dues	3,163	3,163	3,163
Fiscal Audit	5,950	5,950	5,950
Mono County Counsel	0	3,000	3,000
Total Miscellaneous	9,113	12,113	12,113
Total Expense	398,084	759,502	838,800
Net Ordinary Income	-209,016	-1,580	0

First 5 Mono Commission Meeting Schedule

FY 2017-18

- September 21st, 2017
- December 21st, 2017
- March 15th, 2018
- June 21st, 2018