

**AGREEMENT BETWEEN  
FIRST 5 SAN MATEO COUNTY  
AND  
SAN MATEO COUNTY HEALTH SERVICES AGENCY,  
DIVISION OF PUBLIC HEALTH  
(Smoke Free Start for Families)**

**THIS AGREEMENT** is entered into this January 1, 2004, by and between First 5 San Mateo County, hereinafter called "Commission," and San Mateo County Health Services Agency, Division of Public Health (Smoke Free Start for Families), hereinafter called "Contractor."

**WITNESSETH:**

**WHEREAS**, pursuant to Health & Safety Code Section 130100 et seq., Commission may contract with independent contractors for the furnishing of such services to or for the Commission; and

**WHEREAS**, the Exhibit A, Project Services, Exhibit B, Payments, Exhibit C, Non Discrimination declaration, and Exhibit D, Intellectual Property Protocol, are attached hereto and incorporated by reference herein;

**WHEREFORE**, the Commission and Contractor agree as follows:

**1. Services to be Performed**

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor under the general direction of the Executive Director of the Commission, or his/her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein, which includes: providing information about the hazards of smoking, secondhand smoke, and/or provide services to at least 2,300 service providers and community members in order to reduce secondhand smoke exposure to children ages 0 to 5. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.

Exhibits A and B and their attachments reflect the scope of work and budget for the first year of the contract January 1, 2004 to December 31, 2004. It is understood and agreed that Contractor will submit an updated scope of work and budget for the succeeding year by December 15, 2004, and receive approval from the Executive Director of the Commission or his/her designee, after consultation with the Chair of the Commission, prior to commencing the second year. It is anticipated that the scope of work and budget will be amended, with approval of the Executive Director of the Commission or his/her designee, upon review of the prior year's progress reports, however, there shall be no change in the maximum amount payable under this Agreement.

**2. Contract Term**

The term of this Agreement shall be from January 1, 2004 to December 31, 2006, subject to the termination provisions noted in paragraph 10, and subject further to the agreement provided for in paragraphs 3.C and 14, that there are reports due followed by final payment and evaluation required which occur after December 31, 2006. Contractor further agrees that the requirements of this Agreement pertaining to indemnity in paragraph 5, records in paragraph 11, and intellectual property in paragraph 12 including Exhibit D, shall survive the termination of this Agreement.

**3. Payments**

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the Commission shall be obligated to pay for services rendered under this Agreement shall not exceed SEVEN HUNDRED FIFTY NINE THOUSAND, SIX HUNDRED SIXTY ONE DOLLARS (\$759,661) for the term as follows: Year 1 - \$258,447 (January 1, 2004 - December 31, 2004); Year 2 - \$247,226 (January 1, 2005 - December 31, 2005); Year 3 \$226,988- (January 1, 2006 - December 31, 2006).

B. **Rate of Payment.** The rate of payment shall be as specified in Exhibit B. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Executive Director, on behalf of the Commission. In the event that the Commission makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the Commission at the time of contract termination.

- C. **Time Limit for Submitting.** Contractor shall submit semi-annual progress reports within 31 days of completion of the 6<sup>th</sup> and 12<sup>th</sup> month of each funded year under this Agreement for services to the Commission for payment in accordance with the provisions of Exhibit B. The first report, therefore, shall be due July 31, 2004. Guidelines for progress reports will be provided by the Commission staff and shall include a descriptive narrative, tracking of the approved timeline and work plan, and a detailed financial accounting of all grant funds spent in comparison with the approved budget. The Commission must approve any substantial changes to the approved work plan and/or timeline. The Commission Staff will provide guidelines for such changes.
- D. **Availability of Funds.** Payment for all services provided pursuant to this Agreement is contingent upon the availability of funds under Proposition 10. In the event such funds are not provided or not available to the First 5 San Mateo County, the Commission shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on Commission funds. The Commission may terminate the agreement for unavailability of State funds. In this event, the Commission shall, through its Executive Director, inform Contractor of such unavailability as soon as it is known, and to the extent legally possible pay all outstanding amounts due.
- E. **Supplantation.** Funds pursuant to this Agreement are provided pursuant to Proposition 10 and are intended to supplement, expand upon, and enhance activities funded from existing sources. Contractor shall not use funds under this Agreement to supplant existing resources or services.

4. **Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the Commission or the County of San Mateo and that Contractor acquires none of the rights, privileges, powers or advantages of Commission or County employees.

5. **Indemnity**

Contractor shall indemnify and save harmless the Commission, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of the Commission, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the Commission has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in section 2778 of the California Civil Code.

6. **Non-Discrimination**

Contractor shall comply with the non-discrimination requirements described below:

A. **Section 504 of the Rehabilitation Act of 1973**

- 1. Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- 2. Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by (1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or (2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible, but not later than by the end of the current Fiscal Year.

- B. **Non-Discrimination - General.** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the Executive Director after consultation with the Chair of the Commission, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a Commission or County of San Mateo

contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Executive Director, on behalf of the Commission.

To effectuate the provisions of this paragraph, the Executive Director shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and the Commission or the County of San Mateo. Contractor shall report to the Executive Director the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide the Commission with a copy of its response to the Complaint when filed.

- C. **Non-Discrimination - Employment.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal employment opportunity policies shall be made available to the Commission upon request.
- D. **Equal Benefits.** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. **Child Abuse Prevention and Reporting.**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at the Commission's sole discretion and Contractor's sole expense.

8. **Smoke Free Premises:**

The Contractor shall prohibit smoking on its premises. "Premises" shall include all property owned, leased, or occupied by Contractor, including its offices and day care centers, if applicable. In addition, all Contractors shall include or incorporate by reference in all subcontracts the requirements of this provision; failure to do so shall constitute a material breach of this Agreement.

9. **Assignments and Subcontracts**

- A. Without the written consent of the Executive Director of the Commission or his/her designee, this Agreement is not assignable in whole or in part with the exception of subcontractors already approved as part of this Agreement. Any assignment by Contractor without the written consent of the Executive Director of the Commission or his/her designee violates this Agreement and shall automatically terminate this Agreement.
- B. All assignees, subcontractors, or consultants approved in writing by the Executive Director of the Commission or his/her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

10. **Termination of Agreement**

The Executive Director, after consultation with the Chair of the Commission, may at any time from execution of

Agreement, terminate this Agreement, in whole or in part, for the convenience of the Commission, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the Commission and shall be promptly delivered to the Commission. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

11. **Records**

- A. Contractor agrees to provide to the Commission, to any Federal or State department having monitoring or reviewing authority, to Commission's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.
- C. Contractor shall notify Commission staff of all instances and/or requests for data disclosure.

12. **Intellectual Property**

All products and concepts, however recorded, prepared or generated by the Contractor in the performance of this Agreement shall be the exclusive property of the Commission. The term "product" as used in the Agreement shall include, but will not be limited to, documentation, findings, design, report, form, evaluation, method of analysis, system, software developed, design documents and concepts related to the work under this Agreement. This Agreement shall preclude Contractor from using or marketing products developed or originated for the Commission hereunder unless and until the parties execute a marketing agreement. All products, inventions, discoveries and improvements developed in the performance of this Agreement while using Commission facilities, including hardware and software shall be the property of the Commission. It shall be presumed that any product, invention, discovery or improvement was developed using Commission facilities unless Contractor is able to show by documented proof that such product, invention, discovery or improvement was developed solely with Contractor's facilities. If such product, invention, discovery or improvement shall be determined to be the property of Contractor, Commission shall be granted a nonexclusive, irrevocable, royalty free license to use said product, invention, discovery or improvement.

The Contractor agrees to abide by the Commission policy and procedures relating to intellectual property. Such policy is incorporated by reference and attached hereto as Exhibit D.

13. **Compliance with Applicable Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, including but not limited to appropriate licensure, certification regulations, confidentiality requirements and applicable quality assurance regulations.

14. **Program Monitoring and Evaluation**

Contractor shall track achievement of program objectives and the process and outcome measures for this project as they are described in the scope of work, as attached pursuant to this Agreement. Contractor shall cooperate with any Evaluator hired by the Commission to aid in the evaluation process. Contractor shall collect client level data for each funded year and shall participate in a countywide and statewide evaluation of the effectiveness of Proposition 10 efforts, whether it occurs during or after the term of this contract. Contractor shall submit reports as requested by the Executive Director or the Evaluator, and comply with reports as required in the Program Handbook, which include the following:

1. A semi-annual and year-end progress report of each funded year.
2. A draft evaluation plan within 31 days of the effective date of this contract, thereby being due February 1, 2004, or as agreed upon by the Executive Director, after consultation with the Chair of the Commission.
3. A year-end evaluation report of each funded year.

15. **Alteration of Agreement**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, or as permitted by the terms of this Agreement, and no oral understanding or agreement shall be binding on the parties hereto.

16. **Notices**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed:

- 1) In the case of Commission, to:  
 Kris Perry, Executive Director  
 First 5 San Mateo County  
 1700 S. El Camino Real, Suite 405  
 San Mateo, CA 94402  
 Phone: (650) 372-9500
- 2) In the case of Contractor, to:  
 Brian Zamora, Director of Public Health  
 San Mateo County Health Services Agency  
 225 W. 37<sup>th</sup> Avenue, 3<sup>rd</sup> Floor  
 San Mateo, CA 94403  
 Phone (650) 573-2757

B. **Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

**SAN MATEO COUNTY HEALTH SERVICES  
 AGENCY, DIVISION OF PUBLIC HEALTH**

**FIRST 5 SAN MATEO COUNTY**

\_\_\_\_\_  
 Print Name and Title

  
 \_\_\_\_\_  
 Chair

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

11/24/03

\_\_\_\_\_  
 Date

19540/6263

\_\_\_\_\_  
 Budget Unit

\_\_\_\_\_  
 Contractor's Tax ID Number

## EXHIBIT A

### PROJECT SERVICES

Pursuant to the Agreement for Services between First 5 San Mateo County and San Mateo County Health Services Agency, Division of Public Health (Smoke Free Start for Families "SFSF") entered into on January 1, 2004, Contractor shall provide the following services as described more fully in Attachment A, attached hereto and incorporated by reference herein, over the term of this contract from January 1, 2004 to December 31, 2006.

Exhibit A and its attachments reflect the scope of work for the first year of the contract January 1, 2004 to December 31, 2004. It is understood and agreed that Contractor will submit an updated scope of work for the succeeding year by December 15, 2004, and receive approval from the Executive Director of the Commission or his/her designee, after consultation with the Chair of the Commission, prior to commencing the second year. It is anticipated that the scope of work will be amended, with approval of the Executive Director of the Commission or his/her designee, upon review of the prior year's progress reports, however, there shall be no change in the maximum amount payable under this Agreement.

Under this grant, Contractor will provide information about the hazards of smoking, secondhand smoke, and/or provide services to at least 2,300 service providers and community members in order to reduce secondhand smoke exposure to children ages 0 to 5.

1. Conduct outreach via: tabling at community events and health fairs; one-on-one outreach at health clinics; presentations to groups who have contact with 0-5 year olds; encouraging private OB/GYN and other providers to refer to SFSF services; mailing materials to clients and community members; air previously developed TV commercials in English and Spanish on various San Mateo Cable TV channel; conduct phone calls, mailings, or presentations about the Smoke-Free home and/or car policy in order to have families implement a smoke free policy.
2. Develop and distribute newsletters, flyers, other publicity materials and promotional items to community members and providers.
3. Enhance referral system by including the tobacco consumption and exposure to secondhand smoke questions on the community provider intake. Include providers in strategizing about how to increase pregnant referrals and provide referral responses to referral sources.
4. Conduct chart reviews at the San Mateo Medical Center OB/GYN, Pediatric, Primary Care, and Asthma Clinics and explore expansion of chart reviews to other clinics in San Mateo County.
5. Conduct provider trainings with clinic staff, office intake staff, and daycare provider staff to assist with identifying and counseling smokers.
6. Screen referrals of pregnant, parent, caregiver, or household members of children ages 0 to 5 for smoking cessation services.
7. Provide phone counseling in English or Spanish using a comprehensive (6-10 week session) telephone cessation protocol.
8. Provide at least ten seven-session group cessation classes in English or Spanish, using the American Lung Association's (ALA) Freedom From Smoking curriculum.
9. Distribute nicotine patches to eligible clients participating in SFSF cessation counseling.
10. Provide continual individual and group counseling program improvements, including reviewing and revising cessation registration, assessment, and intervention protocols; training for cessation counselors; monitoring and coordination of counselors and group facilitators.
11. Collect client data such as smoking status, quit attempts, tobacco reduction and use of patches.
12. Conduct follow up calls for clients who drop out and for clients who complete program.

**First 5 San Mateo County  
Continuation Funding Application Scope of Work Form for Implementation Grants (2004)**

**Lead Agency Name:** San Mateo County Health Services Agency – *Smoke Free Start for Families "SFSF"*

**Measurable Objective 1:** By December 2004, at least 2,300 service providers and/or community members will receive information about the hazards of smoking, secondhand smoke, and/or services provided by SFSF through community presentations, health fairs, and provider trainings.

**Total Unduplicated clients served under this objective:**

Children 0-5: <input type="checkbox"/>	Families of 0-5s: <input checked="" type="checkbox"/> 2,000	Providers of 0-5s: <input checked="" type="checkbox"/> 300	Other: <input type="checkbox"/>
Describe: _____	Describe: parents and caregivers	Describe: OB/GYN and Pediatric providers, childcare providers, home visitors, providers serving families and children	Describe: _____

Major activities and timelines	Staff or agency responsible	Documentation/ Process Measures:	Expected measurable outcomes/results:
1. Develop flyers and other publicity materials in culturally appropriate languages (Q1-Q12).	Program Assistant (PA)	Sample flyers	
2. Staff Smoke Free Start for Families (SFSF) information tables during health fairs, Healthy kids enrollment fairs, Second Harvest food drives, and other community events (Q1-Q12).	PA; Extra Help (EH)	Outreach Logs/1400 client contacts	
3. Conduct one on one outreach at County Clinic waiting room areas such as North County Health Center, South San Francisco, Health Center, Willow Clinic, Belle Haven Clinic, and Fair Oaks Clinic (Q1-Q12).	PA; EH	Outreach Logs/300 client contacts	
4. Provide presentations to parenting groups, WIC orientation groups, Child Care Coordinating Council's (4Cs) licensed exempt provider trainings, and other groups with children 0-5 (Q1-Q12).	PA; EH	Presentation Logs/300 client contacts	
5. Conduct outreach to private OB/GYN providers and other providers working with children 0-5 years to encourage referrals to SFSF services (Q1-Q12).	PA; EH	Outreach Logs/300 provider contacts	

**First 5 San Mateo County**  
**Continuation Funding Application Scope of Work Form for Implementation Grants (2004)**

**Lead Agency Name:** San Mateo County Health Services Agency – *Smoke Free Start for Families "SFSF"*

**Measurable Objective 1: Objective 1 continued**

**Total Unduplicated clients served under this objective:**

Major activities and timelines	Staff or agency responsible	Documentation/ Process Measures:	Expected measurable outcomes/results:
6. Develop and distribute client newsletters (Q1-Q12).	PC (Program Coordinator)	Sample newsletter	
7. Using TV commercials developed from previous media campaign, air TV commercials in English and Spanish on various San Mateo Cable TV channels (Q5-Q8).	PC	Phone call log	
8. Develop and distribute promotional items to community members and providers (Q1-Q12).	PA; EH; PC	Sample incentive items	
9. Develop and/or enhance referral system with community providers:			
a) Conduct meetings with staff from Health Plan of San Mateo, Child Care Coordinating Council (4C's), Healthy Kids, WIC, Prenatal-To-Three regarding inclusion of tobacco consumption questions and exposure to secondhand smoke on intake forms thereby impacting systems change.	PC; PA	Meeting notes/Intake forms	50% increase of referrals for pregnant smokers relative to calendar year 2003. (equivalent to 325-350 total pregnant referrals by 2006).
b) Conduct meetings with staff from Seton New Life Center, Kaiser SSF/RWC, Stanford OB/GYN, Field Nursing, Black Infant Health, and Comprehensive Perinatal Services Program to discuss ways to increase pregnant referrals.	PC; PA	Meeting notes	
c) Conduct chart reviews at the San Mateo Medical Center OB/GYN, Pediatric, Primary Care, and Asthma Clinics	PA	Outreach Logs/# Referrals from SMMC	25% increase of referrals for household smokers relative to calendar year 2003. (equivalent to 1,100-1,200 total household referrals by 2006).
d) Explore expansion of chart reviews to other clinics	PA		
e) Conduct provider trainings with clinic staff, office intake staff, and daycare provider staff to assist with identifying and counseling smokers	PA; EH	Training agenda/# of trainings conducted	
f) Develop quarterly newsletter to inform providers of program changes	PC		

PA: Program Assistant; EH: Extra Help; PC: Program Coordinator; CC: Cessation Contractors



**First 5 San Mateo County  
Continuation Funding Application Scope of Work Form for Implementation Grants (2004)**

**Lead Agency Name:** San Mateo County Health Services Agency – *Smoke Free Start for Families "SFSF"*

**Measurable Objective 2:** By December 2004, between 300-325 children in San Mateo County ages 0-5 who are affected by secondhand smoke will be positively impacted by 1 or more changes in behavior by their parents, caregivers, or other household members (i.e. quit for at least 30 days, at least one quit attempt, reduction in tobacco use, and adoption of a smoke free home/car policy).

**Total Unduplicated clients served under this objective:**

Children 0-5:  300

Families of 0-5s:

Providers of 0-5s:

Other:

Describe: Children of participating parents, caregivers, and household smokers

Describe: \_\_\_\_\_

Describe: \_\_\_\_\_

Describe: \_\_\_\_\_

<b>Major activities and timelines</b>	<b>Staff or agency responsible</b>	<b>Documentation/ Process Measures:</b>	<b>Expected measurable outcomes/results:</b>
1. Conduct outreach activities as stated in Objective #1 to obtain referrals for smoking cessation services and smoke-free policies. (Q1-Q12)	PC, PA, EH	Outreach Logs/# of outreach activities	
2. Conduct phone calls, mailings, or presentations about the Smoke-Free home and/or car policy in order to have families implement a smoke free policy. (Q1-Q12)	PC, PA, EH	300 families Phone Logs/ Pledge cards and/or Intervention forms  50% of families (150) will adopt a Smoke- Free Home and/or Smoke-Free Family policy	Secondhand smoke exposure will be reduced for 300-325 children whose families participate in SFSF.
3. Screen parent, caregiver, or household referrals for smoking cessation services. (Q1-Q12)	PC; PA	Referral forms/180 Referrals	

**First 5 San Mateo County  
Continuation Funding Application Scope of Work Form for Implementation Grants (2004)**

**Lead Agency Name:** San Mateo County Health Services Agency – *Smoke Free Start for Families "SFSF"*

**Measurable Objective 2:** Objective 2 continued

**Total Unduplicated clients served under this objective:**

Children 0-5:

Families of 0-5s:

Providers of 0-5s:

Other:

Describe: Children of participating parents, caregivers, and household smokers

Describe: \_\_\_\_\_

Describe: \_\_\_\_\_

Describe: \_\_\_\_\_

Major activities and timelines	Staff or agency responsible	Documentation/ Process Measures:	Expected measurable outcomes/results:
<p>4. Provide phone counseling in English or Spanish using a comprehensive (6-10 week session) telephone cessation protocol (Q1-Q12). Other activities related to phone counseling include:</p> <ul style="list-style-type: none"> <li>a. Review and revise cessation protocols</li> <li>b. Review and revise client registration, assessment, and intervention forms</li> <li>c. Hire, train, and provide update trainings for cessation counselors</li> <li>d. Mail educational materials and incentives to clients</li> <li>e. Collect client data (such as smoking status, quit attempts, tobacco reduction, use of patches, etc)</li> <li>f. Enter data information into database</li> <li>g. Distribute nicotine patches to eligible clients participating in SFSF cessation counseling</li> <li>h. Provide referral responses to referral sources</li> <li>i. Conduct follow up calls for clients who drop out</li> <li>j. Conduct 3 month follow up calls for clients who completed program</li> </ul>	<p>Cessation Contractors (CC)</p> <p>PC PC</p> <p>PC</p> <p>PC PC; CC</p> <p>PC PC</p> <p>PC; CC CC CC</p>	<p>50-75 smokers/ Client registration, assessment, intervention forms/# of cessation sessions</p> <p>30% of smokers (15) will remain abstinent for at least 30 days following their quit date.</p> <p>30% of smokers (15) will reduce tobacco consumption</p> <p>40% of smokers (20) will make at least 1 quit attempt</p>	<p>Secondhand smoke exposure will be reduced for 300-325 children whose families participate in SFSF.</p>

**First 5 San Mateo County  
Continuation Funding Application Scope of Work Form for Implementation Grants (2004)**

**Lead Agency Name:** San Mateo County Health Services Agency – *Smoke Free Start for Families "SFSF"*

**Measurable Objective 2:** Objective 2 continued

**Total Unduplicated clients served under this objective:**

Children 0-5:  Families of 0-5s:  Providers of 0-5s:  Other:   
 Describe: Children of participating parents, caregivers, and household smokers Describe: \_\_\_\_\_ Describe: \_\_\_\_\_ Describe: \_\_\_\_\_

Major activities and timelines	Staff or agency responsible	Documentation/ Process Measures:	Expected measurable outcomes/results:
5. Using the American Lung Association's (ALA) Freedom From Smoking curriculum, provide at least ten 7-session group cessation classes in English or Spanish (Q1-Q12). Other activities related to group classes include: <ul style="list-style-type: none"> <li>a. Review and revise existing protocols</li> <li>b. Work closely with ALA to monitor and coordinate group facilitators</li> <li>c. Identify sites for group cessation classes in the Coastsides, North, Mid, and South County</li> <li>d. Schedule dates and times</li> <li>e. Collect client data (such as smoking status, quit attempts, tobacco reduction, use of patches, etc)</li> <li>f. Enter data information into database</li> <li>g. Distribute nicotine patches to eligible clients participating in SFSF cessation counseling</li> <li>h. Provide referral responses to referral sources</li> <li>i. Conduct follow up calls for clients who drop out</li> <li>j. Conduct 3 month follow up calls for clients who completed program</li> </ul>	PC PC PC PC PC; CC PC PC PC; CC CC CC	30-35smokers/ Client registration, assessment, intervention forms/# of group classes  30% of smokers (9) will remain abstinent for at least 30 days following their quit date.  30% of smokers (9) will reduce tobacco consumption  40% of smokers (12) will make at least 1 quit attempt	Secondhand smoke exposure will be reduced for 300-325 children whose families participate in SFSF.

**First 5 San Mateo County  
Continuation Funding Application Scope of Work Form for Implementation Grants (2004)**

**Lead Agency Name:** San Mateo County Health Services Agency – *Smoke Free Start for Families "SFSF"*

**Measurable Objective 3:** By December 2004, 55-70 additional pre and postnatal children in San Mateo County who are affected by pregnant smokers will be positively impacted by 1 or more changes in behavior by their mothers (i.e. quit for at least 30 days, at least one quit attempt, reduction in tobacco use, adoption of a smoke free home/car policy).

**Total Unduplicated clients served under this objective:**

Children 0-5:  55                      Families of 0-5s:                       Providers of 0-5s:                       Other:

Describe: Children of pregnant women                      Describe: \_\_\_\_\_                      Describe: \_\_\_\_\_                      Describe: \_\_\_\_\_

Major activities and timelines	Staff or agency responsible	Documentation/ Process Measures:	Expected measurable outcomes/results:
1. Conduct outreach activities as stated in Objective #1 to obtain referrals for smoking cessation services. (Q1-Q12)	PC; PA; EH	Outreach Logs/#Outreach activities	
2. Screen pregnant referrals for smoking cessation services (Q1-Q12)	PC; PA	Referral Form/80Referrals	
3. Provide 8-10 phone counseling sessions in English or Spanish to pregnant smokers (Q1-Q12). Other activities related to cessation counseling include: a. Review and revise cessation protocols b. Review and revise client registration, assessment, and intervention forms c. Hire, train, and provide update trainings for cessation counselors d. Mail educational materials and incentives to clients e. Collect client data (such as smoking status, quit attempts, tobacco reduction, use of patches, etc) f. Enter data information into database g. Provide referral responses to referral sources h. Conduct follow up calls for clients who drop out i. Conduct 3 month follow up calls for clients who completed program	CC  PC PC  PC PC  CC; PC  PC CC; PC CC CC	55 smokers/Client registration, assessment, intervention forms/# of cessation sessions  30% of pregnant smokers (17) will remain abstinent for at least 30 days following their quit date.  30% of pregnant smokers (17) will reduce tobacco consumption.  40% of pregnant smokers (21) will make at least 1 quit attempt	Secondhand smoke exposure will be reduced for 55-70 Pre and postnatal children whose mothers participate in SFSF.

**EXHIBIT B**

**PAYMENTS**

Pursuant to the Agreement for Services between First 5 San Mateo County and San Mateo County Health Services Agency, Division of Public Health (Smoke Free Start for Families) entered into on January 1, 2004, the Commission shall pay Contractor, as described more fully in Attachment B, attached hereto and incorporated by reference herein over the term of this contract from January 1, 2004 to December 31, 2006.

Exhibit B and its attachments reflect the budget for the first year of the contract January 1, 2004 to December 31, 2004. It is understood and agreed that Contractor will submit an updated budget for the succeeding year by December 15, 2004, and receive approval from the Executive Director of the Commission or his/her designee, after consultation with the Chair of the Commission, prior to commencing the second year. It is anticipated that the budget will be amended, with approval of the Executive Director of the Commission or his/her designee, upon review of the prior year's progress reports, however, there shall be no change in the maximum amount payable under this Agreement. It is also understood that contractor may earn money from funds received under this contract. Any monies earned from investments or otherwise shall be expended on services provided under this contract. Provision for expenditure of this money shall be included in the budgets for year two.

1. The Commission shall pay Contractor based on a 60/40 formula whereby in the first year, 60% of the Maximum Annual Award shall be released to the Contractor upon approval and execution of the contract. After a review and approval of the Contractor's Semi-Annual Progress Report, 40% of the Maximum Annual Award shall be released. In the second year of the contract, 60% of the Maximum Annual Award shall be released after a review and approval of the Contractor's first year Year-End Progress Report.

Guidelines for the progress reports will be provided by the Commission staff and shall include a descriptive narrative, tracking of the approved timeline and work plan (scope of work), and a detailed financial accounting of all grant funds spent in comparison with the approved budget.

2. Payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Executive Director, on behalf of the First 5 San Mateo County.
3. The amount that the Commission shall be obligated to pay for services rendered under this Agreement shall not exceed \$759,661 for the contract term, January 1, 2004 – December 31, 2006.
4. Payment is contingent upon satisfactory performance, appropriate grant management, and timely reporting.
5. Contractor shall expend funds received, in accordance with the budget as described in Attachment B, attached hereto and incorporated by reference herein, or as approved later by the Executive Director, after consultation with the Chair of the Commission.

Year 1	Year 2	Year 3
<b>Maximum Annual Award:</b> \$258,447	<b>Maximum Annual Award:</b> \$247,226	<b>Maximum Annual Award:</b> \$226,988
<b>Funding: 60/40</b>		
Year 1	Year 2	Year 3
60% - \$155,068 40% - \$103,379	60% - \$148,336 40% - \$98,890	60% - \$136,193 40% - \$90,795

## BUDGET REQUEST FORM

Complete this form to show the budget for the **entire** project. If there are subcontractor or collaborative agency budgets involved, please complete an additional form for each and identify the subcontractor.

Agency Name: San Mateo County Health Services Agency

Amount of Request: \$258,447

Budget period: January 1, 2004 - December 31, 2004

Check the appropriate box:

Planning Grant

Implementation Grant

\*\* List in this column all other agency funds available to support the project, excluding the amount being requested from the Commission. Place an "NS" next to any amounts that are not yet secured. At the bottom of the page, please list the funding source for all funds included in this column.

I. PERSONNEL			A. Amount Requested	B. Leveraged Amount Available**	C. Total Program Budget (A+B)
Position Title	Salary Range	# FTEs			
A. Public Health Educator	\$56,347-\$70,429	1.0	\$65,749	\$0	\$65,749
B. Community Program Specialist II	\$51,002-\$63,752	1.0	\$52,023	\$0	\$52,023
C. Public Health Educator	\$56,347-\$70,429	0.2	\$0	\$6,575	\$6,575
Benefits @ <u>28%</u>			\$32,976	\$1,841	\$34,817
D. Extra Help - Community Program Specialist II (no benefits)	\$71,415	0.2	\$9,522	\$4,761	\$14,283
<b>Subtotal - Personnel</b>			<b>\$160,270</b>	<b>\$13,177</b>	<b>\$173,447</b>

II. OPERATING EXPENSES			A. Amount Requested	B. Leveraged Amount Available **	C. Total Program Budget (A+B)
A. Rent and Utilities			\$500	\$3,951	\$4,451
B. Office Supplies and Materials			\$5,500	\$250	\$5,750
C. Telephone/Communications			\$500	\$760	\$1,260
D. Postage/Mailing			\$500	\$333	\$833
E. Printing/Copying			\$3,000	\$333	\$3,333
F. Equipment Lease			\$0	\$1,980	\$1,980
G. Travel			\$1,000	\$0	\$1,000
H. Training/Conference			\$1,000	\$0	\$1,000
I. Consultants (Evaluation \$18,000; Computer \$1,000)			\$19,000	\$25,000	\$44,000
J. Subcontractors (Cessation Consultants)			\$51,150	\$4,793	\$55,943
K. Other (please specify)					
<b>Subtotal - Operating Expenses</b>			<b>\$82,150</b>	<b>\$37,400</b>	<b>\$119,550</b>

III. CAPITAL EXPENDITURES	A. Amount Requested	B. Leveraged Amount Available **	C. Total Program Budget (A+B)
Itemize and describe items requested. Competitive bids may be requested by the Commission prior to contract. This section can be left blank if no capital requests are being made.			
A.			
B.			
C.			
D.			
E.			
	-----	-----	-----
<b>Subtotal - Capital Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

IV. INDIRECT COSTS	A. Amount Requested	B. Leveraged Amount Available **	C. Total Program Budget (A+B)
Personnel costs @ 10% (Year 1), 8% (Year 2), 6% (Year 3)	\$16,027	\$12,314	\$28,341
	-----	-----	-----
<b>Subtotal - Indirect Costs</b>	<b>\$16,027</b>	<b>\$12,314</b>	<b>\$28,341</b>

V. TOTAL PROGRAM COSTS	A. Amount Requested	B. Leveraged Amount Available **	C. Total Program Budget (A+B)
<b>Total of sections I - IV</b>	<b>\$258,447</b>	<b>\$62,891</b>	<b>\$321,338</b>

VI. IN KIND SUPPORT: Please identify any in-kind support that is available to this project (examples: volunteer hours, donated office space or equipment). If volunteer hours are listed, please indicate the role(s) of volunteers in the project.

In-kind support includes administrative staff support, computer system support, custodial services, rent, and equipment lease.

VII. Leveraged Amount Available: Please list the funding sources and their amounts for funds identified in Column B.

SMC Human Services Agency - Tobacco Prevention Program

Leveraged Amount from this grant: \$43,220

Health Education Unit General Funds

Leveraged Amount from this fund: \$19,671

San Mateo County Health Services Agency  
 "Smoke Free Start for Families"  
 Budget Narrative

ATTACHMENT B

**Year 1  
2004**

**I. PERSONNEL**

<p><u>A. Public Health Educator (100%)</u></p> <p>The Public Health Educator (PHE) will work as Program Coordinator. Responsibilities include: 1) Coordinating all program activities, 2) Recruiting, hiring, training, and supervising cessation counselors, 3) Overseeing activities of the Program Assistant, 4) Promoting the program to health providers, women, and family members, 5) Providing case management of program clients, 6) Managing client database, 7) Developing program materials and selecting promotional materials, 8) Coordinating revisions to tobacco assessment tools, 9) Developing, monitoring, and evaluating program contracts, budgets, and protocols, 10) Developing progress reports, and 11) Serving as chair of the Collaborative.</p>	<p><b>\$65,749</b></p>
<p><u>B. Community Program Specialist II (100%)</u></p> <p>The Community Program Specialist II (CPSII) will serve as Program Assistant. Responsibilities include: 1) Conducting outreach to health care providers and other service providers, 2) Conducting community presentations on the health effects of smoking and secondhand smoke exposure, 3) Conducting chart reviews at the San Mateo Medical Center, 4) Working with providers and families to promote Smoke Free Home and/or Car policies, 5) Entering client information into database, 6) Assisting with revisions to assessment tool, 7) Providing smoking cessation services to household smokers in 2006.</p>	<p><b>\$52,023</b></p>
<p><u>Benefits @28%</u></p> <p>Benefits are calculated at 28% and include FICA, unemployment insurance, health benefits, state disability insurance, workers' compensation, and retirement benefits.</p>	<p><b>\$32,976</b></p>
<p><u>D. Extra Help - Community Program Specialist II (20%)</u></p> <p>The extra Help CPSII will work as an Outreach Worker for the Spanish-speaking community. Responsibilities include: 1) Conducting community presentation about the health effects of smoking and secondhand smoke exposure to Spanish-speaking families, 2) Provide information tables during Latino-focused community events, 3) Develop culturally appropriate materials, protocols, and forms.</p>	<p><b>\$9,522</b></p>

**Sub-Total -- Personnel**

**\$160,270**



San Mateo County Health Services Agency  
 "Smoke Free Start for Families"  
 Budget Narrative

ATTACHMENT B

**II. OPERATING EXPENSES**

<p><b>A. Rent &amp; Utilities</b>          Budget amount includes facility rental fees. Rent is calculated at \$9.12 per square foot/year. SFSF staff occupy 488 square feet in office space.</p>	\$500
<p><b>B. Office Supplies &amp; Program Materials</b>          Budget amount includes funding for office supplies, promotional/incentive items, and educational materials.</p> <p><i>Office Supplies</i> include costs for client file folders, presentation folders, pens, paper, envelopes for mailings, paper, etc.</p> <p><i>Promotional and Incentive items</i> include costs for provider materials such as prescription pads, pens, post-its, etc. Client incentives include gift certificates, infant t-shirts, water bottles, and quit kits.</p> <p><i>Educational materials</i> includes costs for culturally appropriate materials that address the issues of maternal smoking, effects of ETS exposure, and smoking cessation.</p>	<p>\$500</p> <p>\$3,000</p> <p>\$2,000</p>
<p><b>C. Telephone/Communications</b>          Budget amount includes fees for 4 program lines used to provide support to all clients, contractors, and community partners.</p>	\$500
<p><b>D. Postage/Mailing</b>          Budget amount includes partial costs for newsletter and program information mailings to healthcare providers, childcare providers, community partners, and parents. Costs also include mailings of quit kits, handbooks, and brochures to clients.</p>	\$500
<p><b>E. Printing/Copying</b>          Budget amount includes costs of printing client registration, assessment, and intervention forms; printing client and provider newsletters; and reproducing program brochures and poster.</p>	\$3,000
<p><b>G. Travel</b>          Budget amount includes mileage reimbursement for PHE, CPSII, and Extra Help CPSII at .36 cents per mile.</p>	\$1,000
<p><b>H. Training/Conferences</b>          Budget amount includes expenses for provider trainings and conference registration fees in order to remain up to date on tobacco prevention and cessation issues.</p>	\$1,000
<p><b>I. Consultants</b>  <i>Evaluation Consultant</i> is responsible for designing and implementing evaluation plan. Budget amount is based on a rate of \$75/hour.</p>	\$18,000
<p><i>Computer Consultant</i> will assist with revisions to and maintenance of program database developed in Microsoft Access. Budget amount is based on a rate of \$85/hour.</p>	\$1,000
<p><b>J. Subcontractors</b></p>	

San Mateo County Health Services Agency  
 "Smoke Free Start for Families"  
 Budget Narrative

ATTACHMENT B

<p><i>Perinatal Smoking Cessation Contractors</i> will be responsible for providing cessation services and smoke-free home and/or car counseling to pregnant women. Budget is calculated based on two contracts @ \$20-25 per hour working 20-40 hours per month.</p>	<p>\$18,000</p>
<p><i>Household Smoking Cessation Contractors</i> will be responsible for providing cessation services and smoke-free home and/or car counseling to parents, caregivers, and household members living with children 0-5. Budget is based on two-three contracts at \$20-25 per hour working 30-40 hours per month.</p>	<p>\$28,800</p>
<p><i>American Lung Association of San Francisco/San Mateo</i>        Subcontract with the American Lung Association of San Francisco/San Mateo (ALA SF/SM) County will pay for group facilitators at a flat rate of \$400/completed group + group incentives at \$50/group. SFSF will provide at least ten group classes in the next three years (Year1=3 classes, Year2=4, Year 3=3).</p>	<p>\$4,350</p>
<p>ALA will also purchase nicotine patches which will be offered to all participants in group and phone classes. Each participant can receive up to 3 boxes of nicotine patches at an estimated cost of \$23.52/box. Patches will be purchased up front in bulk to ensure sufficient amount of patches for each participant and to cut costs. (Year1: \$3000 patches + \$1350 group costs; Year2: \$3000 patches + \$1800 group; Year 3: \$1350 group).</p>	
<p><b>Sub-Total -- Operating Expenses</b></p>	<p><b>\$82,150</b></p>
<p><b>III. CAPITAL EXPENDITURES</b></p>	
<p><b>IV. INDIRECT COSTS</b>        Year 1 indirect costs calculated at 10% of Personnel Costs. Indirect Costs cover administrative staff support, accounting, computer system support, custodial, and other support services.</p>	<p><b>\$16,027</b></p>
<p><b>TOTAL PROGRAM COSTS</b></p>	<p><b>\$258,447</b></p>

EXHIBIT C

**ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE  
REHABILITATION ACT OF 1973, AS AMENDED**

The undersigned (hereafter called the "Contractor") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS Regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor recognizes and agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor.

The Contractor: (Check a or b)

- a.     (    ) employs fewer than 15 persons
- b.     (    ) employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_

Name of 504 Person – Type or Print

\_\_\_\_\_

Name of Contractor – Type or Print

\_\_\_\_\_

Address	City	State	Zip Code
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I certify that the above information is complete and correct to the best of my knowledge.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature and Title of Authorized Official

\*Exception: DHHS Regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## EXHIBIT D

### INTELLECTUAL PROPERTY PROTOCOL

The protocol provided below addresses how and when a person must gain permission to disseminate data, findings or products emerging from F5SMC-funded projects or their evaluations.

#### **1. Categories of Materials**

The following tiers represent the general types or categories of dissemination and the F5SMC's policy for each category.

- Tier 1** acknowledges that cleaned and reviewed data, and summaries of cleaned/reviewed data are commonly shared among individuals and/or organizations (collectively "person"). The F5SMC encourages this practice and does not expect any advance notice, pre-approval or involvement.
- Tier 2** recognizes that data sets are commonly analyzed and findings are broadly shared through publication, teaching and other methods of dissemination. These activities are viewed as beneficial to the community and therefore the F5SMC encourages them. However, prior to any publication of F5SMC-funded and produced materials, such material shall be submitted to the F5SMC for prior approval for input and to ensure inclusion of appropriate F5SMC acknowledgment.
- Tier 3** acknowledges that in some instances, persons will develop analyses, materials or products for distribution and/or sale (e.g. software programs, CD Roms, brochures, manuals, curricula and books). Persons need to acknowledge that in such instances, the F5SMC owns the rights to such analyses, materials or products. Consequently, no person shall sell or otherwise appropriate, any analyses, materials or products which are made possible, in whole or in part, by F5SMC funded support, without the express prior approval of the F5SMC. When presented with a request by a person for prior approval, the F5SMC shall decide whether, and to what extent, such analyses, materials or products may be appropriated or sold, the determination of which shall include consideration of such issues such as profit sharing, on a case by case basis.

#### **2. Definitions and Process**

At present, F5SMC contracts state that F5SMC owns any products from F5SMC-funded projects. The protocol provided below addresses how/when a person must gain permission to disseminate data, findings or products emerging from F5SMC-funded projects or their evaluations.

##### **Tier 1- Cleaned/Reviewed Data and Summary of Findings**

###### **Definition:**

This category generally includes data that are considered to be "in the public domain." This includes data from general surveys as well as specific surveys and other data collection methods utilized to identify the "results" of F5SMC-funded efforts (e.g.: % of WIC clients who initiate breast feeding).

This data has been cleaned and reviewed for clarity and reasonable validity. This does not include "draft" data or draft summaries which have not been approved or finalized by the originator.

###### **Criteria/Conditions for Release of Information:**

In the spirit of cooperating/coordinating with all persons who are working to improve the health and well being of children and families in the County, these data may be released without specific F5SMC review and approval provided that appropriate measures are taken to ensure client confidentiality AND provided that the methods used to collect the data are reasonably valid and are available for review upon request.

##### **Tier 2- Analytic Reports for Public Dissemination, Publication and/or Teaching**

###### **Definition:**

This category includes reports that analyze cleaned data and their significance, which are to be used for public dissemination, publication, or teaching.

###### **Criteria/Conditions for Release of Information:**

Reports for public dissemination, publication and/or teaching must (1) acknowledge F5SMC support for the intervention or evaluation effort; and (2) be submitted to F5SMC prior to distribution/publication for approval, feedback and comments. This includes reports which analyze the status of population (results) and/or those which assess the effectiveness of funded interventions.

Client confidentiality must be maintained and methods of data collection utilized must be included or available upon request. Requests for comments/feedback shall be submitted to F5SMC offices. The Executive Director will conduct a review and forward the materials and comments to the evaluation oversight committee for review and additional comments. The request shall then go to the full F5SMC for comment and/or approval.

### **Tier 3- Products with Sales or Profit-Producing Potential**

#### **Definition**

This category includes any analyses, materials or products wholly or partially created or produced with F5SMC support which may be sold or otherwise appropriated. This may include, but is not limited to: manuals, brochures, software programs, CD Roms, curricula, and books.

#### **Process for Consideration and /or Approval of Product Sale:**

Any person with a F5SMC-supported product for sale or for profit must submit a request to CFFC for approval for sale specifying the use of profits prior to its sale. Terms of approval of such requests will be considered on a case by case basis.

Requests shall be submitted to F5SMC offices. The Executive Director will conduct a review and forward the materials and comments to the evaluation oversight committee for review and additional comments. The request shall then go to the full F5SMC for comment and/or approval.