

**AGREEMENT BETWEEN
FIRST 5 SAN MATEO COUNTY
AND
SAN MATEO COUNTY, DEPARTMENT OF HEALTH SERVICES,
DIVISION OF PUBLIC HEALTH
(WIC PROGRAM)**

THIS AGREEMENT is entered into this July 1, 2004, by and between First 5 San Mateo County, hereinafter called "Commission," and San Mateo County, Department of Health Services, Division of Public Health, 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: service delivery improvement strategies to increase the number of pregnant women who initiate and sustain breastfeeding through education, support services, community outreach, and through loans of electric breast pumps. 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 July 1, 2004 to June 30, 2005. It is understood and agreed that Contractor will submit an updated scope of work and budget for the succeeding year by June 15, 2005, 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 July 1, 2004 to June 30, 2007, subject to the termination provisions noted in paragraph 7, and subject further to the agreement provided for in paragraphs 3.C and 11, that there are reports due followed by final payment and evaluation required which occur after June 30, 2007. Contractor further agrees that the requirements of this Agreement pertaining to retention of records in paragraph 8, and intellectual property in paragraph 9, 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 THIRTY-EIGHT THOUSAND, ONE HUNDRED TWENTY DOLLARS (\$738,120) for the term as follows: Year 1 - \$236,276 (July 1, 2004 - June 30, 2005); Year 2 - \$246,360 (July 1, 2005 - June 30, 2006); Year 3 - \$255,484 (July 1, 2006 - June 30, 2007).

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 6th and 12th 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 January 31, 2005. 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. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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 August 1, 2004, or as agreed upon by the Executive Director, after consultation with the Chair of the Commission.
- 3. An evaluation report is due every 18 months.

12. **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.

13. **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:
Anne M. Garrett, Project Coordinator
San Mateo County, Department of Health Services, Division of Public Health
225 West 37th Avenue
San Mateo, CA 94403
Phone (650) 573-2955

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, DEPARTMENT OF HEALTH SERVICES, DIVISION OF PUBLIC HEALTH

FIRST 5 SAN MATEO COUNTY

Print Name and Title



Chair

Signature

Date

7 - 14 - 04

19540/6263

Date

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, Department of Health Services, Division of Public Health entered into on July 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 July 1, 2004 to June 30, 2007.

Exhibit A and its attachments reflect the scope of work for the first year of the contract July 1, 2004 to June 30, 2005. It is understood and agreed that Contractor will submit an updated scope of work for the succeeding year by June 15, 2005, 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 provided, however, that there shall be no change in the maximum amount payable under this Agreement. It is anticipated that the scope of work will be amended, with written approval of the Executive Director, upon review of the prior year's progress reports.

Under this grant, Contractor will use service delivery improvement strategies to:

1. Increase the number of pregnant women who initiate and sustain breastfeeding through education by:
 - a) Conducting at least 150 breastfeeding classes per year in Spanish and English for 3,000 WIC clients and 1,500 non-WIC clients.
 - b) Developing educational materials, brochures and flyers and distributing incentive items to encourage breastfeeding.
 - c) Conducting outreach (distribute flyers, attend health fairs, place ads, reminder calls) about breastfeeding classes.
 - d) Developing and implementing a pilot program of educational classes for women to attend with their partners or support person, conducting 7-9 classes the first year.
 - e) Maintaining breastfeeding educational bulletin boards at five sites throughout San Mateo County.
2. Increase the number of pregnant women who initiate and sustain breastfeeding by providing Breastfeeding Care Center (BCC) support services including:
 - a) Maintaining and staffing a toll-free breastfeeding help line.
 - b) Distributing incentive items for nursing mothers.
 - c) Providing "Mom's Spas" together with Public Health Nutrition to encourage nursing mothers at five sites.
 - d) Making phone calls to all pregnant WIC clients who attend breastfeeding classes to establish relationship with client, answer questions, and further encourage breastfeeding.
 - e) Conducting infant feeding survey of 400 WIC clients with infants under 12 months to understand impact of program, barriers and opportunities for increasing breastfeeding.
3. Increase the number of pregnant women who initiate and sustain breastfeeding through community outreach activities by:
 - a) Providing breastfeeding in-service trainings, a breastfeeding newsletter, brochures and flyers as well as breastfeeding resource guide to at least 50 health care providers each year.
 - b) Collaborating with San Mateo Perinatal Council to hold a one-day breastfeeding conference.
 - c) Participating in at least 10 community fairs and outreach activities the first year.
4. Increase the number of pregnant women who initiate and sustain breastfeeding through loans of electric breast pumps to working or full-time student mothers who are exclusively breastfeeding by:
 - a) Providing breast pumps, orientation on use, technical support, breast pump kits to moms.
 - b) Educating mothers on how to maintain milk supply, pumping, storing, frequency, and work-place/school-place trouble-shooting while separated from baby.

**First 5 San Mateo County
Continuation Funding Scope of Work Form for Implementation Grants 2004-2005**

Lead Agency Name: San Mateo County Health Services Agency, Division of Public Health (WIC Breastfeeding Program)

Measurable Objective 1: Increase the number of pregnant women who initiate and sustain breastfeeding through education.

Total Unduplicated clients served under this objective:

Children 0-5: Families of 0-5s: 1500 Providers of 0-5s: Other:

Describe: _____ Describe: Parents/primary caregivers Describe: _____ Describe: _____

Major activities and timelines	Staff or agency responsible	Documentation/ Process Measures:	Expected measurable outcomes/results:
<ol style="list-style-type: none"> 1. Schedule 50 prenatal breastfeeding classes per quarter. (on-going) 2. Develop education materials & distribute incentive items (on-going) 3. Conduct outreach to pregnant women about the breastfeeding classes (ongoing) <ul style="list-style-type: none"> --Distribute flyer about breastfeeding classes (on-going) --Attend health fairs (on-going) --Make reminder calls before scheduled classes (ongoing) 4. Develop a pilot program of educational classes for WIC participants and their partners to be held one evening a month in Daly City, 9 in first year. (1 English and 1 Spanish class every other month as needed) (start in Q2) 5. Maintain bulletin board at 5 sites that displays positive breastfeeding, parenting and nutrition messages. (on-going) 	<p>Project coordinator and community workers</p>	<p>Class schedules by month</p> <p>Give breastfeeding materials & incentive items</p> <p>Outreach log</p> <p>Attendance logs</p>	<p>75% of scheduled classes will be held.</p> <p>60% of attendees will show increased knowledge of breastfeeding by measuring a sample (10%) of classes through a post test.</p> <p>60% of attendees will show improved attitude toward breastfeeding by measuring a sample (10%) of classes through a post test.</p> <p>Long term goals: 75% of WIC clients will initiate breastfeeding 50% will breastfeed at least six months</p>

Measurable Objective 2 : Increase the number of pregnant women who initiate and sustain breastfeeding by providing Breastfeeding Care Center (BCC) support services.

Total Unduplicated clients served under this objective:

Children 0-5:

Families of 0-5s: 1500 per year

Providers of 0-5s:

Other:

Describe: _____

Describe: Parents/primary caregivers

Describe: _____

Describe: _____

Major activities and timelines	Staff or agency responsible	Documentation/ Process Measures:	Expected measurable outcomes/results:
<ol style="list-style-type: none"> 1. Maintain a direct toll free breastfeeding helpline. To be answered by community worker 5 Days/week (business hours) and by voice mail after hours. Questions answered and referrals given. (on-going) Encourage mothers to call the community worker at their WIC site. 2. Distribute incentive items to prenatal women, breastfeeding women, and exclusively breastfeeding mothers at classes, enrollment of baby to program, 3-4 months, 6 months, 9 months, and one year. (on-going) 3. Collaborate with Public Health Nutrition on Mom's Spa to be held at 5 sites. (Q1-4) 4. Phone calls to all WIC clients who attend a prenatal breastfeeding class and are expecting their first baby <ul style="list-style-type: none"> --Call to answer any questions they may have. --Encourage them to initiate breastfeeding. --Encourage them to call helpline or community worker with questions after delivery. --Encourage early enrollment of baby in WIC program (on-going) 5. Conduct Infant Feeding Survey of 400 WIC clients with infants under the age of 12 months. (Q3) 	<p>Community Workers</p> <p>Project coordinator and community workers</p> <p>Community workers</p>	<p>An active phone line</p> <p>Helpline log Log of individual community workers</p> <p>Purchase order</p> <p>Infant Feeding Survey (400 annually)</p>	<p>Expected to receive 60 calls a month at either the Helpline or to the individual community workers.</p> <p>90% of the clients receive services from the BCC will find the information helpful using the data from the annual Infant Feeding Survey.</p> <p>Long term goals: 75% of WIC clients will initiate breastfeeding</p> <p>50% will breastfeed at least six months</p>

Measurable Objective 3: Increase the number of pregnant women who initiate and sustain breastfeeding through community outreach activities.

Total Unduplicated clients served under this objective:

Children 0-5:
Describe: _____

Families of 0-5s: 1,500 per year
Describe: Mothers & family members

Providers of 0-5s: 50
Describe: Physicians, public health nurses, registered dietitians & community workers

Other: 1000 per year
Describe: General population

Major activities and timelines	Staff or agency responsible	Documentation/ Process Measures:	Expected measurable outcomes/results:
<p>1. Breastfeeding inservices will be available for health care providers. -Compile and distribute a breastfeeding newsletter to health care providers. -Continue to distribute Breastfeeding Resource Guide to healthcare provider offices.</p> <p>2. Collaborate with San Mateo Perinatal Council to hold a one-day breastfeeding conference. (Q2)</p> <p>3. Develop appropriate brochures/flyers to distribute to healthcare providers/clinics regarding Breastfeeding Care Center services. (on-going)</p> <p>4. Participate in community fairs and outreach activities. (10 fairs/activities) (on-going)</p>	<p>Project Coordinator And Community Workers</p>	<p>Log of attendees at inservices</p> <p>List of offices that receive the Breastfeeding Resource Guide.</p> <p>Outreach activity log.</p>	<p>At least 25 healthcare workers will receive 30-45 min inservice on breastfeeding.</p> <p>Long term goals: 75% of WIC clients will initiate breastfeeding</p> <p>50% will breastfeed at least six months</p>

Measurable Objective 4: Increase the number of pregnant women who initiate and sustain breastfeeding through loans of electric breast pumps to working mothers or fulltime students who are exclusively breastfeeding.

Total Unduplicated clients served under this objective:

Children 0-5:
Describe: _____

Families of 0-5s: 150
Describe: Nursing mothers

Providers of 0-5s:
Describe: _____

Other:
Describe: _____

Major activities and timelines	Staff or agency responsible	Documentation/ Process Measures:	Expected measurable outcomes/results:
<p>1. Provide free electric breast pump loan program to exclusively breastfeeding moms returning to work or school. (ongoing)</p> <ul style="list-style-type: none"> --WIC clients who are returning to work will be oriented on how to use an electric breast pump. --Personal pump kit will be given to each mother for her own use. --Phone follow up to mom will be conducted to monitor use and to ensure she remains a WIC client. <p>2. Mothers will be educated on how to maintain milk supply while separated from baby. (ongoing)</p> <p>Individualized instruction on:</p> <ul style="list-style-type: none"> --Pumping and storage of breast milk --Pumping frequency while at work --Needs of working/nursing mother at work 	<p>Proj. Coord & Comm workers</p>	<p>Loan contract</p>	<p>75% of available breast pumps will be loaned out each month.</p> <p>Long term goals: 75% of WIC clients will initiate breastfeeding</p> <p>50% will breastfeed at least six months</p> <p>20% of WIC infants under 12 months of age will be exclusively breastfed based on available data from WIC monthly reports</p>

EXHIBIT B

PAYMENTS

Pursuant to the Agreement for Services between First 5 San Mateo County and San Mateo County, Department of Health Services, Division of Public Health entered into on July 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 July 1, 2004 to June 30, 2007.

Exhibit B and its attachments reflect the budget for the first year of the contract July 1, 2004 to June 30, 2005. It is understood and agreed that Contractor will submit an updated budget for the succeeding year by June 15, 2005, 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 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. Payments shall continue in this manner until expiration of the contract.

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 \$738,120 for the contract term, July 1, 2004 – June 30, 2007.
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
Maximum Annual Award: \$236,276	Maximum Annual Award: \$246,360	Maximum Annual Award: \$255,484
Funding: 60/40		
Year 1	Year 2	Year 2
60% - \$141,766 40% - \$94,510	60% - \$147,816 40% - \$98,544	60% - \$153,290 40% - \$102,194

BUDGET REQUEST FORM

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

Agency Name: San Mateo Co. Public Health Dept. WIC Breastfeeding Project

Amount of Request: \$236,276

Budget period: July 1, 2004 - June 30, 2005

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.

I. PERSONNEL			A. Amount Requested	B. Leverage Amount Available **	C. Total Program Budget (A+B)
Position Title	Salary Range	# FTEs			
A. Community Program Specialist III	\$71,000	1.0	\$71,000		\$71,000
B. Community Worker II	\$44,949	2.0	\$89,898		\$89,898
C.					
D.					
Benefits @ <u>31</u> %			\$49,878		\$49,878

Subtotal - Personnel			\$210,776		\$210,776

II. OPERATING EXPENSES			A. Amount Requested	B. Leverage Amount Available **	C. Total Program Budget (A+B)
A. Rent and Utilities			\$12,000		\$12,000
B. Office Supplies and Materials				\$3,700	\$3,700
C. Telephone/Communications					
D. Postage/Mailing				\$4,000	\$4,000
E. Printing/Copying				\$6,000	\$6,000
F. Equipment Lease					
G. Travel				\$800	\$800
H. Training/Conference				\$500	\$500
I. Consultants Evaluation)			\$7,100		\$7,100
J. Subcontractors					\$5,000
K. Other (please specify) Promotional Items				\$11,000	\$6,000
			-----	-----	-----
Subtotal - Operating Expenses			\$19,100	\$26,000	\$45,100

III. CAPITAL EXPENDITURES	A. Amount Requested	B. Leverage 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.			
	-----	-----	-----
Subtotal - Capital Expenditures			

IV. INDIRECT COSTS	A. Amount Requested	B. Leverage Amount Available **	C. Total Program Budget (A+B)
Personnel costs @ <u>3</u> % (2.7% of overall budget)	\$6,400		\$6,400
	-----	-----	-----
Subtotal - Indirect Costs	\$6,400		\$6,400

V. TOTAL PROGRAM COSTS	A. Amount Requested	B. Leverage Amount Available **	C. Total Program Budget (A+B)
Total of sections I - IV	\$236,276	\$26,000	\$262,276

VI. IN KIND SUPPORT:

WIC staff support, administrative staff support, office supplies, computer system support, custodial services, mileage, postage/ mailing, media, and donated educational materials and videos.

VII. LEVERAGED FUNDS:

Public Health Nutrition/California Nutrition Network	\$18,000
State WIC Branch	\$2,500
San Mateo Perinatal Council	\$500
Fatherhood Collaborative	\$5,000 (not secured)

BUDGET NARRATIVE

**San Mateo County Public Health Department
WIC Breastfeeding Project
July 1, 2004 to June 30, 2005**

I. PERSONNEL**A. Breastfeeding Care Coordinator: (1 FTE)**

Budget amount includes funding for a Community Program Specialist III for three years. Responsibilities include: 1) Coordinating all breastfeeding activities, 2) Overseeing activities of the Community Workers II, 3) Promoting breastfeeding to health providers, women and family members, 4) Providing high risk counseling, 5) Serving as chair of the Collaborative, 6) Providing breastfeeding training to Community Workers 7) Providing reports to the Commission. \$71,000

B. Community Workers II: (2 FTE)\$89,898

Budget amount includes funding for 4 half-time Community Workers II. Responsibilities include: 1) Providing individual counseling and group classes on the benefits and techniques of breastfeeding, 2) Answering breastfeeding helpline, 3) Conducting outreach and breastfeeding promotion to health care providers and target communities, 4) Entering client information into database, 5) Assisting with revisions to Breastfeeding Guides, education materials, and assessment tools, 6) Coordinating Electric Breast Pump Loan Program, 7) Maintaining an up to date Resource list.

Benefits: (31%)\$49,878

Benefits are calculated at 31% and include FICA, unemployment insurance, health benefits, state disability insurance, worker's compensation and retirement benefits.

Subtotal Personnel**\$210,776**

II. OPERATING EXPENSES

<u>A. Rent & Utilities:</u> Estimated costs for rent includes expenses for counseling area, office, and storage area. Expenses for utilities are covered under indirect costs.	\$12,000
<u>B. Office Supplies & Materials:</u> Office supplies are covered under in kind support. Education handouts and incentive items will be received through State WIC Office.	\$0
<u>C. Telephone/Communications:</u> Covered under indirect costs.	\$0
<u>D. Postage/Mailing:</u> This expense is covered under inkind costs.	\$0
<u>K. Media:</u> This expense is covered under inkind costs.	\$0
<u>G-H. Travel/ Training/Conferences:</u> This expense is covered under inkind costs.	\$0
<u>I. Consultant:</u> Current evaluator will be contracted with to provide support to evaluation of project.	\$7,100
<u>K. Promotional items:</u> Promotional and incentive items will be purchased through leveraged funding.	\$0
Subtotal of Operating Expenses	\$19,100
III. CAPITAL EXPENDITURE:	\$0
IV. INDIRECT COSTS: 3% of Personnel Costs (2.7% of overall annual budget). Indirect costs cover: utilities, postage, telephone, travel and office supplies.	<u>\$6,400</u>
V. TOTAL PROGRAM COSTS	\$236,276

EXHIBIT C

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 F5SMC 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.