

**AGREEMENT BETWEEN
FIRST 5 SAN MATEO COUNTY
AND
FAMILY HEALTH SERVICES/ SAN MATEO COUNTY HEALTH SYSTEM
(Prenatal To Three Initiative)**

THIS AGREEMENT (“AGREEMENT”) is effective as of July 1, 2009, by and between First 5 San Mateo County, hereinafter called “Commission”, and Family Health Services, San Mateo County Health System, hereinafter called “Grantee.”

W I T N E S S E T H :

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 Grantee agree as follows:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A – Scope of Work
- Exhibit B – Payments
- Exhibit C – Compliance with Section 504 of Rehabilitation Act of 1973, as amended
- Exhibit D – Intellectual property Protocol
- Attachment A-1 – Detailed Scope of Work
- Attachment B-1 – Detailed Budget Request
- Attachment B-2 – Detailed Budget Narrative

2. Services to be Performed

In consideration of the payments hereinafter set forth in Exhibit B, Grantee under the general direction of the Executive Director of the Commission, or his/her authorized representative, with respect to the product or result of Grantee’s services, shall perform services as described in Exhibit A (the “Services”), attached hereto and incorporated by reference herein, which includes: referring families to Prenatal To Three, increasing early identification of children’s health and development problems, increasing rates of developmentally appropriate interactions with children and strengthen parenting skills, increasing parent skills and confidence through parenting groups and classes, decreasing symptoms in pregnant women and breastfeeding mothers through psychiatric assessment and medication management, reaching underserved populations, improving case management and coordination, researching and implementing a culturally sensitive screening tool, and improving effectiveness of Prenatal To Three services through evaluation. Grantee shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this Agreement.

Exhibits A and B and their attachments reflect the scope of work and budget for the contract term July 1, 2009 to June 30, 2010

3. Agreement Term and Termination

Subject to Paragraph 4(C) and Paragraph 5, each of which may require performance after the Agreement term is completed or the Agreement is terminated, the term of this Agreement shall be from July 1, 2009 to June 30, 2012. Grantee further agrees that the requirements of this Agreement pertaining to records in Paragraph 12, and intellectual property in Paragraph 13, including Exhibit D as attached or modified by the Commission and controlling law in Paragraph 17, shall survive the termination of this Agreement.

The Executive Director, after consultation with the Chair of the Commission, may at any time from execution of Agreement, terminate this Agreement, with or without cause upon 30 days written notice specifying the effective date of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Grantee under this Agreement shall become the property of the Commission and shall be promptly delivered to the Commission. In the event of termination, Grantee shall be paid for all work satisfactorily performed until termination. In the event that the Commission makes any advance payments, Grantee agrees to refund any amounts in excess of the amount owed by the Commission at the time of the Agreement termination. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed satisfactorily to the work/services required by the Agreement.

4. **Payments**

- A. **Maximum Amount**. In full consideration of Grantee's performance of the Services described in Exhibit A, the amount that the Commission shall be obligated to pay under this Agreement shall not exceed THREE MILLION ONE HUNDRED FIFTY TWO THOUSAND DOLLARS (\$3,152,000).
- B. **Rate of Payment**. The rate of payment shall be as specified in Exhibit B. The Commission reserves the right to withhold payment if the Commission determines that the quantity or quality of the work performed as described in Exhibit A is unacceptable. In the event that any advance or unearned payments are received by Grantee, Grantee shall hold such payments in trust for the benefit of the Commission and shall return or refund to the Commission any and all amounts held that are in excess of the amount owed by the Commission at the time of Agreement termination.
- C. **Time Limit for Submitting**. Grantee expenditures will be paid on a reimbursement basis only. On a quarterly basis, the Grantee shall submit actual expenses in a Financial Status Report and Request for Funds. This Report shall be submitted within 30 days after the end of each quarter being reported on for each funded fiscal year under this Agreement in accordance with the provisions of Exhibit B. Guidelines from the Grantee Handbook for the submittal of the quarterly Financial Status Report and Request for Funds will be provided on request.
- 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 under this Agreement. In such event, the Commission may terminate this agreement for unavailability of State funds. If that occurs, the Commission shall request that the Executive Director inform the Grantee of such unavailability as soon as it is known, and, to the extent Proposition 10 funds remain and it is legally possible, the Commission shall pay all outstanding amounts due. In no event will the Commission be required to make payments under this Agreement from non-Proposition 10 Commission funds.
- 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. Grantee shall not use funds under this Agreement to supplant existing resources or services.

5. **Program Monitoring and Evaluation**

Grantee shall track the achievement of program objectives and the process and outcome measures for this project as they are described in the scope of work in Exhibit A. Grantee shall cooperate with the Commission, the Staff and/or a Staff Designee hired to aid in the evaluation process. Grantee 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. As requested by the Executive Director, Staff and/or designee, the Grantee shall submit reports in the form of those included in the Grantee Handbook according to the following monitoring and evaluation dates:

- a. A Mid-year and Year-End Progress Report due on January 30, 2010; July 30, 2010; January 30, 2011; July 30, 2011; January 30, 2012; and July 30, 2012
- b. Submit project information necessary for the implementation of the local and statewide evaluation of the Prenatal To Three Initiative, including but not limited to individual Client Level Data, individual level service data, assessment results, and narrative reports requested by First 5 staff or the project evaluator. Client Level Data is due on January 30, 2010; July 30, 2010; January 30, 2011; July 30, 2011; January

6. **Acknowledgement of First 5 San Mateo County (F5SMC) Funding**

Grantee shall acknowledge being a recipient of F5SMC funding in statements or printed materials appropriate to the purpose of their grant. Grantee shall prominently display any appropriate acknowledgement provided by F5SMC and place the F5SMC logo and/or the following phrase, "Funding provided by First 5 San Mateo County," in all public education and outreach materials and media communication regarding projects funded with Proposition 10 funding.

7. **Relationship of Parties**

Grantee agrees and understands that the work/services performed under this Agreement are performed as a Grantee and not as an employee of the Commission.

8. **Non-Discrimination**

Grantee 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 Grantee 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. Grantee shall agree to be in compliance with Section 504 requirements by signing the Letter of Assurance, attached and incorporated herein as Exhibit C.

- 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 Grantee 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 Grantee from bidding on or being awarded a Commission or County of San Mateo agreement 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 Grantee'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 Grantee under the Agreement or any other Agreement between Grantee and the Commission or the County of San Mateo. Grantee 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 Grantee 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. Grantee shall provide the Commission with a copy of its response to the Complaint when filed.

- C. **Non-Discrimination - Employment.** Grantee 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. Grantee'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, Grantee 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.

9. **Child Abuse Prevention and Reporting.**

Grantee 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 Agreement 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 Section 11166(a) but who will be alone with children and/or who have supervisory or disciplinary control over children, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Establishing procedures to ensure fingerprinting, at the Grantee's sole expense, for all employees, subcontractors, assignees, volunteers, and any other persons who provide services under this Agreement who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal Code Section 11105.3) in order to determine whether they have a criminal history which would compromise the safety of children with whom Grantee's employees, subcontractors, assignees or volunteers have contact.

10. **Smoke Free Premises**

The Grantee shall prohibit smoking on its premises. "Premises" shall include all property owned, leased, or occupied by Grantee, including its offices and day care centers, if applicable. In addition, Grantee 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.

11. **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 Grantee 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 Grantee under this Agreement, and Grantee shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

12. **Records**

- A. Grantee 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. Grantee 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. Grantee shall notify Commission staff of all instances and/or requests for data disclosure.

13. **Intellectual Property**

All products and concepts, however recorded, prepared or generated by the Grantee 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 Grantee 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 shall be the property of the Commission.

It shall be further presumed that any product, invention, discovery or improvement was developed using Commission facilities unless Grantee is able to show by documented proof that such product, invention, discovery or improvement was developed solely with Grantee's facilities. If any product, invention, discovery or improvement related to this Agreement shall be determined to be the property of Grantee, Commission shall be granted a nonexclusive, irrevocable, royalty free license to use said product, invention, discovery or improvement. The Grantee 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. Failure to comply with protocols in Exhibit D shall constitute a Material Breach of the Agreement. Because Grantee and the Commission agree that damages for violation of the protocols contained in Exhibit D would be difficult to ascertain and calculate, Grantee agrees to pay the Commission liquidated damages in the amount of \$15,000 for each violation of the protocol in Exhibit D. In addition, the Grantee and the Commission agree that a violation of the protocols contained in Exhibit D would result in irreparable harm to the Commission.

14. **Compliance with Applicable Laws**

All services to be performed by Grantee 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.

15. **Alteration of Agreement**

This Agreement, including exhibits and attachments included herewith and incorporated by reference, constitutes the sole and entire Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and executed by the parties.

16. **Notices**

Unless First 5 San Mateo County is informed in writing, of any change as to the name and address for any notice, request, demand or other communication required or permitted, that communication shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed:

- 1) In the case of Commission, to:
First 5 San Mateo County
1700 S. El Camino Real, Suite 405
San Mateo, CA 94402
Phone: (650) 372-9500
Attention: Debby Armstrong, Executive Director

- 2) In the case of Contractor, to:
Family Health Services, San Mateo County Health System
2000 Alameda de las Pulgas, Suite 200
San Mateo, CA 94403
Phone: (650) 573-2316
Attention: Mary Hansell, BSN, Dr. PH - Director

17. **Controlling Law and Venue**

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. Any lawsuit related to this Agreement must be venued in the San Mateo County Superior Court.

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

**FAMILY HEALTH SERVICES,
SAN MATEO COUNTY HEALTH SYSTEM
225 W. 37TH Avenue
San Mateo, CA 94403**

**FIRST 5 SAN MATEO COUNTY
1700 S. El Camino Real, Suite 405
San Mateo, CA 94402**

Mark Church, President, Board of Supervisors

Print Name and Title

Chair

Signature

Date

Date

Budget Unit

94-600-0532

Grantee's Tax ID Number

EXHIBIT A

FAMILY HEALTH SERVICES/ SAN MATEO COUNTY HEALTH SYSTEM (Prenatal To Three Initiative)

PROJECT SERVICES

Pursuant to the Agreement for Services between First 5 San Mateo County (F5SMC) and Family Health Services, San Mateo County Health System, effective as of July 1, 2009, Grantee shall provide Services as described in this Exhibit A, over the term of this Agreement.

Grantee commits to align their program with First 5 San Mateo County's strategic approach to collaborate with existing services. In doing so, resources are maximized with the goal of implementing comprehensive and integrated services which support the Commission's adopted Strategic Plan for children and families in San Mateo County.

Attachments to Exhibit A reflect the detailed scope of work for the term of this Agreement.

Under this Agreement, Grantee will register 1,700 families and serve 1,400 families through home visiting and family support activities, including:

1. Enroll eligible families in the Pre-3 registry
2. Research and identify a culturally-sensitive screening tool that is inclusive of multiple ethnicities and language abilities
3. Screen Medi-Cal eligible individuals to identify risk for maternal mental health issues, infant mental health issues, parent-child relationship problems, infant/child health concerns, and developmental problems/delays
4. Provide follow-up services to families beyond initial screening and assessment through home visits, behavioral health services, psychotherapy groups, substance abuse treatment, readiness and transition services; parenting classes, and Touchpoints support groups
5. Provide outreach and case management to African-American families in North County
6. Provide psychiatric medication assessment and management
7. Offer consultation and education to community providers, psychiatric residents, and psychiatrists; and technical assistance to primary care providers
8. Coordinate the involvement of multiple agencies in providing services to high-risk families
9. Conduct multi-disciplinary team meetings for high-risk families to prevent entry into the child welfare system
10. Advance F5SMC's Communications and Systems Change efforts to promote optimal early childhood development for children 0-5 in San Mateo County
11. Demonstrate the effectiveness of the project strategies through participation in an independently administered process and outcome evaluation
12. Ensure the general public is aware of the benefits of Proposition 10 tax dollars

EXHIBIT B

FAMILY HEALTH SERVICES/ SAN MATEO COUNTY HEALTH SYSTEM (Prenatal To Three Initiative)

PAYMENTS

Pursuant to the Agreement for Services between First 5 San Mateo County and Family Health Services, San Mateo County Health System, effective as of July 1, 2009, the Commission shall pay Grantee, as described in this Exhibit B over the term of this Agreement.

Exhibit B and its attachments reflect the budget for the Agreement term.

1. The Commission shall reimburse Grantee for services provided not to exceed the maximum award, contingent upon the Grantee submitting a quarterly Financial Status Report and Request for Funds to the Commission. After review and approval of the Grantee's Financial Status Report and Request for Funds, Grantee shall be reimbursed for reasonable costs incurred in providing services required by the Agreement.

At the end of the Agreement term, the Commission will conduct an 'Agreement closeout' which includes a reconciliation of all Commission payments and Grantee expenditures. Any balance due to the Grantee will be paid by the Commission upon completion of the Agreement closeout process. In the event the reconciliation reveals that the Grantee was paid an amount in excess of the amount owed by the Commission, the Grantee will refund this amount upon notification from the Commission.

Under no circumstances, shall total payments from the Commission to the Grantee exceed the Maximum Amount of the Agreement.

Guidelines for progress reports, program expenditure reporting, and reimbursement for services are contained in the Grantee Handbook and Grantee's reporting 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 is contingent on the performance of the services described in Exhibit A to the full satisfaction of the Executive Director, on behalf of the Commission.
3. The amount that the Commission shall be obligated to pay for services rendered under this Agreement shall not exceed THREE MILLION ONE HUNDRED FIFTY TWO THOUSAND DOLLARS (\$3,152,000) for the Agreement term.
4. Payment is contingent upon satisfactory performance, appropriate grant management, and timely reporting.
5. Grantee shall expend funds received, in accordance with the budget as described in Attachment B-1, attached hereto and incorporated by reference herein, or as approved later by the Executive Director or his/her designee.

EXHIBIT C

**FAMILY HEALTH SERVICES/ SAN MATEO COUNTY HEALTH SYSTEM
(Prenatal To Three Initiative)**

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

The undersigned (hereafter called the "Grantee") 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 Grantee gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Grantee 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 Grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Grantee.

The Grantee: (Check a or b)

- a. () employs fewer than 15 persons

- b. (X) 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

San Mateo County Health System
_____ Name of Grantee – Type or Print

<u>225 – 37th Ave</u>	<u>San Mateo</u>	<u>CA</u>	<u>94403</u>
Address	City	State	Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

_____ Date	<u>Mark Church, President, Board of Supervisors</u> Signature and Title of Authorized Official
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*Exception: DHHS Regulations state that:

"If a recipient with fewer that 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

FAMILY HEALTH SERVICES/ SAN MATEO COUNTY HEALTH SYSTEM (Prenatal To Three Initiative)

INTELLECTUAL PROPERTY PROTOCOL

The protocol provided below addresses how and when a person must gain permission to disseminate data, findings or products emerging from First 5 San Mateo County (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 can be viewed as beneficial to the community and therefore the F5SMC generally 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. Failure to obtain approval prior to dissemination is a violation of this protocol.

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. Failure to obtain approval prior to dissemination is a violation of this protocol. The decision whether to grant approval is the Commission's alone and is not subject to a requirement of good cause.

2. Definitions and Process

At present, F5SMC Agreements provide 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 request shall then go to the full F5SMC for comment and/or approval. The decision whether to grant approval is the Commission's alone and is not subject to a requirement of good cause.

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 request shall then go to the full F5SMC for comment and/or approval. The decision whether to grant approval is the Commission's alone and is not subject to a requirement of good cause.