



**FIRST 5 SAN MATEO COUNTY
FINANCE AND ADMINISTRATION COMMITTEE MEETING**

DATE: Monday, April 16, 2018
TIME: 9:00 AM to 10:00 AM
ADDRESS: 1700 S. El Camino Real, Suite 405
San Mateo, CA 94402

MEMBERS: Pam Frisella, Michael Garb, Rosanne Foust

STAFF: Kitty Lopez, Khanh Chau

AGENDA

1.	Approval of the Finance and Administration Committee Agenda	Garb
2.	Approval of the February 12, 2018 Finance and Administration Committee Meeting Minutes (See Attachment 2)	Garb
3.	Review Budget Monitoring Report as of March 31, 2018 (See Attachment 3-3D)	Lopez / Chau
4.	Review and Recommend Approval of Policies and Bylaws (See Attachments 4-4H)	Lopez / Chau
5.	Review and Recommend Approval of the Agreement for the Help Me Grow Consultation Services with Cheryl Oku Consulting in the amount of \$233,240, Agreement Term from July 1, 2018 to June 30, 2020 (See Attachments 5-5C)	Lopez / Robert
6.	Verbal Discussion: <ul style="list-style-type: none">Audit Services RFQFund Balance and Reserves languages for F5SMC Budget and LTFP versus County's comparable terms	Lopez / Chau

Next Meeting: May 14, 2018

**FIRST 5 SAN MATEO COUNTY
FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES**

February 12, 2018

- Commission Member: Michael Garb, Pam Frisella
- Staff: Kitty Lopez, Khanh Chau
- Minutes: Khanh Chau

1. Approval of the Finance and Administration Committee Meeting Agenda

A Motion for Approval of the February 12, 2018 Finance and Administration Committee Meeting Agenda was made by Commissioner Frisella, seconded by Commissioner Garb. Unanimously approved.

2. Approval of the January 8, 2018 Finance and Administration Committee Meeting Minutes

A Motion for Approval of the January 8, 2018 Finance and Administration Committee Meeting Minutes was made by Commissioner Frisella, seconded by Commissioner Garb. Unanimously approved.

3. Review Budget Monitoring Report as of January 31, 2018

Kitty Lopez briefly highlighted key points of the Budget Monitoring Report as of January 31, 2018 is about an additional of 2.3% drop in Prop 10 Tax Revenue projections to F5SMC. Said additional revenue drop did not reflect in our initial projections in the FY17-18 Budget Memo presented at the May 2017 Commission Meeting, in which, Prop 10 Tax Revenue was projected with neutral impacts from various Tobacco Tax law implementations.

Committee members asked questions about the Employee Training and Development and the Human Resources Training budget lines. Staff Khanh Chau responded that the Human Resources Training budget line is to record Employee Training cost organized by Human Resources with payment to HR was done via a Journal Entry as an inter-fund transfer; whereas the Employee Training and Development budget line is to record training cost for individual employee or a group training conducted by outside vendors.

Committee members commended positive budget performance of the agency and the Persimmony Budget to Actual report of the F5SMC grants. Committee members suggested a progress update of the Persimmony software utilization at the Commission Meeting.

4. Verbal Discussion – RFQ for the Communication Plan FY2018-2019

Kitty Lopez discussed that the current Communication Agreement with RSE will end June 2018; currently F5SMC staff has handled some Communication activities but internal resources and structure do not have capacity and expertise to drive brand awareness and increase social media presence moving to the new fiscal year. Kitty Lopez cited that, as per other F5 Commissions, hiring outside consultant performing Communication plan and activities appears to be cost saving and cost effective.

Committee members commended and supported such approach as the right approach since we are moving towards Policy Advocacy.

Next Finance and Administration Committee Meeting will be on April 16, 2018

Commissioner Garb adjourned the meeting at 9:30AM.

DATE: April 9, 2018
TO: First 5 San Mateo County Finance and Administration Committee
FROM: Kitty Lopez, Executive Director
RE: Budget Monitoring Report as of March 31, 2018

BUDGET MONITORING REPORT as of March 31, 2018 HIGHLIGHTS

County's Budget Terminologies

At the March 26, 2018 Commission Meeting, Commission reviewed and approved the use of Reserves* to fund the approved FY17-18 Revised Budget. At the same time moving forward, F5SMC will add Budget terminologies used by the County to F5SMC Budget for a comparable reading with County internal budget system. See attachment 8 of March 26, 2018 Commission Meeting packet for further details.

**Total Sources, Net Appropriations, Reserves, Total Requirements are terminologies used by the County of San Mateo.*

Budget Monitoring Report as of March 31, 2018 Highlights

The Budget Monitoring Report as of March 31, 2018 is presented in detail as **Attachment 3B** and in summary as **Attachment 3C**. Key Budget Monitoring Report highlights are as following:

YTD Benchmark: 75%

REVENUES

- YTD Interest Revenue projection is \$95K or 77%, representing a positive variance or 2% higher than YTD Benchmark due to higher interest earning rate in the County investment pool.
- YTD Prop 10 Tax Revenue projections are \$3.864 million or 76%, representing a positive variance of 1% than YTD Benchmark. However, full impacts of Prop 56 implementation (\$2 Tobacco Tax) is unclear at this time.

If you remember in May 2017, we discussed the following:

- a) *In anticipation from various new Tobacco tax regulation impacts, First 5 Association of California makes unofficial revenue projections based on the Governor's Proposal Budget and the best available information about the increase in the smoking age to 21, the projected revenue from E-cigarette taxation, and Proposition 56.*
- b) *First 5 Association of California's projection reveals that Prop 10 Tax Revenues to F5 Commissions will decrease 17% in FY2017-2018 because of the new \$2 tobacco tax (Proposition 56). However, First 5 Commissions will receive a back-fill in FY2018-19 to compensate for the drop in revenue associating with new tobacco tax laws.*

However, new Prop 10 Tax Revenue Projections released by First 5 California on January 25, 2018 reveal an additional drop of 2.3% or \$120K in Prop 10 Tax revenue allocated to F5SMC in FY17-18, the drop is associated with negative impact of the Proposition 56 implementation.

F5SMC's Prop 10 Tax Revenue projections for FY17-18 is now \$4,967,854 from \$5,086,486.

- YTD IMPACT Grant Revenue projection is \$358K or 53%, representing 22% below YTD Benchmark due to slow grant administration by executing partner.

- Help Me Grow Grant Revenue is partially recognized by \$100K in FY17-18. Total grant award is \$300K with execution timeline through FY18-19.
- The San Bruno Community Foundation grant revenue of \$15.7K is fully received.
- YTD Total Revenues projections are \$4.434 million or 74%, representing a negative variance or 1% lower than YTD Benchmark. Major attributable factors to this negative variance are associated with slow IMPACT grant administration by executing partner.

APPROPRIATIONS

- YTD Program Expenditures projections are \$5.885 million or 65%, representing a positive variance or 10% below YTD Benchmark. Major contributions to this positive variance are attributable to pending planning and rolling out of the Policy Advocacy, Communications and System Changes-unallocated fund; as well as slow spending across grants at the beginning of the fiscal year. However, most grants are expected to be fully executed in this FY17-18 as the last year of the contract terms.
- YTD Administrative Expenditures projections of \$675K or 63%, representing a positive variance or 12% below YTD Benchmark. Major contributions to this positive variance are attributable to underspending in various administrative areas and saving from delayed hiring of Extra-Help staff.
- **YTD Total Appropriations (Total Net Appropriations*)** projections are \$6.559 million or 65%, representing a positive variance or 10% below YTD Benchmark. Major contributions to this positive variance are attributable to under spending in both Program and Administrative Appropriations and savings in various Administrative budget lines.

ENDING FUND BALANCE (RESERVES*)

- At this time, we are projecting Ending Fund balance (**Reserves***) of \$12.797 million or 119%, representing a positive variance of 19% or \$2.058 million higher than the planned budget.

Major contributions to this positive variance are attributable to higher Interest Revenue, lower IMPACT grant revenue projection and under spending in both Program and Administrative Appropriations at the beginning of the fiscal year.

CHALLENGES:

- None at this time.

YTD Benchmark Percentage : 75%

	ORG/ACCT#	FY17-18 Revised Budget	YTD Actuals	YTD Accruals *	YTD Combined	YTD Combined versus Planned Budget (%)	NOTES
REVENUE							
BEGINNING FUND BALANCE BEGINNING (BEGINNING RESERVES*)		14,922,527	14,922,527		14,922,527	100%	
Interest	19510-1521	125,002	64,534	31,251	95,785	77%	\$31K is Q3'18 Interest Revenue estimate. Positive variance due to higher interest earning rate from the county investment pool in recent months.
Tobacco Tax - Prop 10	19510-1861	5,086,486	3,036,235	827,833	3,864,068	76%	Due to the impact of Prop 56, new Prop 10 revenue projections indicate an additional 2.3% revenue drop or \$120K revenue reduction to F5SMC in FY17-18. F5SMC Prop 10 Revenue is now \$4.967 Mio from \$5.086 Mio. \$827K are Feb and Mar'18 Revenue estimates.
IMPACT Grant	19510-1861	673,815	189,780	168,454	358,233	53%	\$168K are Q3 revenue estimates. Slow grant administration by executing partner.
Help Me Grow Grant	19510 - 2643	100,000		100,000	100,000	100%	Partial revenue recognition of the Help Me Grow Grant in FY17-18
San Bruno Community Foundation Grant	19510 - 2643		15,740		15,740		
F5SMC Wellness Grant	19510-2545		774	-	774		-
Miscellaneous Reimbursements	19510-2647	0			-		
TOTAL REVENUE		5,985,303	3,307,063	1,127,538	4,434,600	74%	Negative variance is due to slow execution of the IMPACT grant.
TOTAL AVAILABLE FUND (TOTAL SOURCES*)		20,907,830	18,229,590	1,127,538	19,357,127		-
APPROPRIATIONS							
1. PROGRAMS							
Family Engagement	19540-6125	2,428,341	1,085,147	607,085	1,692,232	70%	\$607K are Q3'18 expenditure estimates.
Kit for New Parent KNP (KNP)	19540-6266	41,000	15,182		15,182	37%	Part of FY16-17 KNP order is delivered in FY17-18
Child Health & Development	19540-6156	1,808,352	737,614	452,088	1,189,702	66%	\$452K are Q3'18 expenditure estimates.
Early Learning	19540-6263	2,351,935	907,022	587,984	1,495,005	64%	\$587K are Q3'18 expenditure estimates.
Early Learning - Regional Cost Sharing	19540-6263	30,000			-	0%	No regional cost sharing project with other F5s at this time.
Help Me Grow Grant	19540-6131	85,000					Delayed executed grant in this fiscal year due to grant is in early planning process.
IMPACT Grant	19540-6126	623,815	328,705	155,954	484,659	78%	\$155K are Q3'18 expenditure estimates. Slow grant administration by executing partner.
Policy Advocacy, Communications & Systems Change	19540-6814	505,959	246,128	126,490	372,618	74%	\$126K are Q3'18 expenditure estimates.
Unallocated Fund - Policy Advocacy, Communications & Systems Changes (PAC)	19540-6814	371,500	16,642	92,875	109,517	29%	Pending planning and rolling out the PAC - Unallocated fund.
Other Communications - Sponsorship	19540-6814	10,000	-	-	-	0%	
Program Salary & Benefits		538,098	319,061		319,061	59%	Saving due to delayed hiring of Extra Help staff.
Grant Management and Big Data	19540-6265	147,850	67,521	36,963	104,484	71%	\$36K are Q3'18 expenditure estimates.
Evaluation - Salaries & Benefits		154,057	102,496		102,496	67%	Delayed posting of Retirement Health expenses by the County
TOTAL PROGRAM APPROPRIATIONS		9,095,907	3,825,518	2,059,438	5,884,956	65%	Positive variance due to slow execution in IMPACT grant at the beginning of the fiscal year and pending planning and rolling out the PAC-Unallocated fund.

	ORG/ACCT#	FY17-18 Revised Budget	YTD Actuals	YTD Accruals *	YTD Combined	YTD Combined versus Planned Budget (%)	NOTES
2. ADMINISTRATIVE							
			-	-	-		
Salaries and Benefits		660,222	420,189		420,189	64%	Saving due to delayed hiring of Extra Help staff and delayed posting of Retirement Health expenses by the County
Services and Supplies							
Outside Printing & Copy Svc	19510-5191	4,000	157	-	157	4%	No major printing of outreach and marketing materials at this time.
General Office Supplies	19510-5193	11,400	9,140		9,140	80%	\$2K of underspending fund from FY16-17 is carried over to FY17-18 for the pending purchases of standing desks and workstation ergonomic improvements.
Photocopy Lease & Usage	19510-5196	2,500	777		777	31%	Below average of the Photocopy usage.
Computer Supplies	19510-5211	10,000	1,955	5,000	6,955	70%	\$1.9K is for the new laptop purchase for new employee. \$5K is expenditure estimate for the Evaluation Statistic software license and a place holder for emergency IT equipment needs.
County Memberships - (e.g. F5 Assn Dues)	19510-5331	17,500	13,666	-	13,666	78%	Full year of F5CA Association Membership dues
Auto Allowance	19510-5712	11,000	7,923	-	7,923	72%	-
Meetings & Conference Expense	19510-5721	13,000	9,411	-	9,411	72%	Additional staff travel and conference expenses to occur in the second half of the fiscal year.
Commissioners Meetings & Conference Exp	19510-5723	3,000	1,268		1,268	42%	
Other Business Travel expense	19510-5724	5,000	4,842		4,842	97%	Additional staff travel and conference expenses to occur in the second half of the fiscal year.
Dept. Employee Training Expense	19510-5731	5,000	-	-	-	0%	No employee training activities at this time
Wellness grant	19510-5856		572	-	572		
Other Professional Services	19510-5858	40,000	6,648	5,000	11,648	29%	Low MAA activities at this time. \$5K is expenditure estimate of the VIVA's strategic plan consultation agreement.
Sub Total - Services & Supply		122,400	56,359	10,000	66,359	54%	Positive variance due to underspending in Other Professional Services and various administrative budget lines.
Other Charges							
				-			1
Telephone Service Charges	19510-6712	4,000	2,235	333	2,568	64%	\$333 is Mar'18 expenditure estimate
Automation Services - ISD	19510-6713	48,000	28,649	4,000	32,649	68%	\$4K is Mar'18 expenditure estimate
Annual Facilities Lease	19510-6716	96,000	72,046		72,046	75%	
General Liability Insurance	19510-6725	7,500	4,767		4,767	64%	-
Official Bond Insurance	19510-6727	600	166		166	28%	-
Human Resources Services	19510-6733	5,350	269		269	5%	No employee training activities at this time
Countywide Security Services	19510-6738	500	449	-	449	90%	Full year service charges.
All Other Service Charges	19510-6739	60,000	19,642	6,000	25,642	43%	Saving in the audit services cost. \$6K are expenditure estimates of county counsel and Controller Office services
A-87 Expense	19510-6821	67,700	43,918	5,642	49,560	73%	\$5.6K is Mar'18 expenditure estimate
Sub Total - Other Charges		289,650	172,141	15,975	188,116	65%	Major savings are associated with the audit service cost saving, the reduction of A87 Allocation, and no employee training activities at this time.
TOTAL ADMINISTRATIVE APPROPRIATIONS		1,072,272	648,689	25,975	674,664	63%	Positive variances due to underspending and savings in various Administrative budget lines.
Administrative Cost %		11%	14%	1%	10%		-

	ORG/ACCT#	FY17-18 Revised Budget	YTD Actuals	YTD Accruals *	YTD Combined	YTD Combined versus Planned Budget (%)	NOTES
							-
TOTAL APPROPRIATIONS (NET APPROPRIATIONS*)		10,168,179	4,474,207	2,085,413	6,559,620	65%	Positive variances due to underspending in both Program and Administrative Budget in the first few months of the fiscal year.
ENDING FUND BALANCE (ENDING RESERVES*)		10,739,651	13,755,383	-957,875	12,797,508	119%	Positive variances are associated with underspending in both Program and Administrative Appropriations.
			-	-	-		-
Program Staff		538,098	319,061	-	319,061	59%	Saving due to delayed hiring of Extra-Help staff.
Evaluation Staff		154,057	102,496	-	102,496	67%	County did not post the Retirement Healthcare cost yet.
Admin Staff		660,222	420,189	-	420,189	64%	County did not post the Retirement Healthcare cost yet.
Total Salaries and Benefits		1,352,377	841,746	0	841,746	62%	Positive variances due to delayed hiring of Extra-Help staff.

Note 1:

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Note 2:

This Budget Monitoring Report is presented in a Hybrid Format as per suggestion of Finance and Administration Committee members.

The YTD Actuals column reflects Actual Revenues and Actual Expenditures reported in Countywide OFAS Accounting System.

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Technical Terms

1. Modified Accrual

Under Modified Accrual, Revenue is recognized and recorded when measurable and available to finance the expenditures of the current period; Available, under Modified Accrual, means collectible within the current period or soon enough to be used to pay liabilities of the current period; Measurable means quantifiable in monetary terms. Per F5CA, Prop 10 Tax Revenue is recorded when the Prop 10 Tax Revenue is posted on the F5CA website.

Expenditures are recognized and recorded when the related liability incurred with some exceptions.

2. Internal Reporting

The Budget Monitoring Report is an internal report, typically is designed to accomplish two goals:

- (a) allows management to monitor compliance with legal and contractual provisions applicable to the management of public funds; and
- (b) provides management with the information on current performance that it needs to make future financial plans.

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References

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Tobacco Tax - Prop 10	5,086,486	3,036,235	827,833	3,864,068	76%	2.3% revenue drop or \$120K revenue reduction to F5SMC in FY17-18. F5SMC Prop 10 Revenue is now \$4.967 Mio from \$5.086 Mio. \$827K are Feb and Mar'18 Revenue estimates.
IMPACT grant	673,815	189,780	168,454	358,233	53%	\$168K are Q3 revenue estimates. Slow grant administration by executing partner.
Help Me Grow Grant	100,000	-	100,000	100,000	100%	Partial revenue recognition of the Help Me Grow Grant in FY17-18
San Bruno Community Foundation Grant		15,740		15,740		
Wellness Grant	-	774	-	774		
Miscellaneous Reimbursements	-	-	-	-		
TOTAL REVENUE	5,985,303	3,307,063	1,127,538	4,434,600	74%	Negative variance is due to slow execution of the IMPACT grant.
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Early Learning	2,351,935	907,022	587,984	1,495,005	64%	\$587K are Q3'18 expenditure estimates.
Early Learning - Regional Cost Sharing	30,000	0	0	0	0%	No regional cost sharing project with other F5s at this time.
Help Me Grow grant	85,000	0	0	0	0%	Delayed executed grant in this fiscal year due to grant is in early planning process.
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Other Communications	10,000	0	0	0	0%	
Program Salary & Benefits	538,098	319,061	-	319,061	59%	Saving due to delayed hiring of Extra Help staff.
Evaluation	-	-	-	-	#DIV/0!	
Grant Management and Big Data	147,850	67,521	36,963	104,484	71%	\$36K are Q3'18 expenditure estimates.
Evaluation - Salaries & Benefits	154,057	102,496	-	102,496	67%	Delayed posting of Retirement Health expenses by the County
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			-	-		
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TOTAL APPROPRIATIONS (NET APPROPRIATIONS*)	10,168,179	4,474,207	2,085,413	6,559,620	65%	Positive variances due to underspending in both Program and Administrative Budget in the first few months of the fiscal year.
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References

1. Modified Accrual: Becker CPA Review, Financial, 2009 Edition Textbook, page F8-12
2. Internal Reporting: First 5 Association of California - Financial Management Guide - Fifth Edition, 2015, Updated 12/15/15, page 51



Budget vs Actual

All Programs

Invoice Period From: 07/01/2017 To: 3/31/2018

Grouped By: Contract Manager

Attachment 3D

Contract #	Agency	Program	Annual Budget	Total Cash Received	Total YTD Expenditures	% Spent	Cash on Hand / Balance Due
Emily Roberts							
2016-D006	Ravenswood Family Health	Oral Health Service Delivery	\$304,833.17	\$146,864.35	\$146,864.35	48.18%	\$0.00
2016-D007	Community Gatepath	Watch Me Grow	\$1,208,319.05	\$463,187.22	\$463,187.22	38.33%	\$0.00
2017-D005	Community Gatepath	Special Needs F.E. Project	\$49,794.36	\$17,236.85	\$17,236.85	34.62%	\$0.00
2017-D007	Faith in Action	FIA: SHEC	\$44,327.36	\$0.00	\$10,290.56	23.21%	\$10,290.56
2017-D008	Daly City Partnership	DCP: SHEC	\$49,987.09	\$23,796.80	\$23,796.80	47.61%	\$0.00
Total:			\$1,657,261.03	\$17,236.85	\$661,375.78	39.91%	\$644,138.93
Jenifer Clark							
2016-D008	San Mateo County Office of	EQ+IP	\$2,134,215.42	\$814,123.93	\$814,123.93	38.15%	\$0.00
2017-D009	Persimmony International,	Online Data system	\$93,170.00	\$46,585.00	\$46,585.00	50.00%	\$0.00
Total:			\$2,227,385.42	\$46,585.00	\$860,708.93	38.64%	\$814,123.93
Karen Pisani							
2016-D003	Peninsula Family Service	TCDC	\$282,305.05	\$138,176.57	\$138,176.57	48.95%	\$0.00
2016-D004	Family Connections	Nurturing Families--Intensive Services	\$130,108.61	\$62,582.85	\$62,582.85	48.10%	\$0.00
2016-D005	StarVista	Healthy Homes	\$1,417,392.00	\$620,777.00	\$620,777.00	43.80%	\$0.00
2017-D002	San Mateo County Office of	F.E. Prof. Development	\$267,014.99	\$116,132.84	\$116,132.84	43.49%	\$0.00
2017-D004	StarVista	Parents as Teachers	\$100,000.00	\$50,074.00	\$50,074.00	50.07%	\$0.00
2017-D006	Redwood City 2020	Socios For Success	\$23,753.24	\$10,476.58	\$10,476.58	44.11%	\$0.00
2017-D012	Family Connections	TA to Puente	\$20,160.00	\$10,080.00	\$10,080.00	50.00%	\$0.00
2017-D013	Puente de la Costa Sur	Suenos Unidos	\$43,276.15	\$20,271.07	\$20,271.07	46.84%	\$0.00
2017-D015	Family Connections	Nurturing Pre-K Families	\$86,563.85	\$39,340.10	\$39,340.10	45.45%	\$0.00
2018-D005	San Mateo County Office of	IMPACT SMCOE ECLDI	\$22,249.92	\$5,357.69	\$10,651.93	47.87%	\$5,294.24
Total:			\$2,392,823.81	\$5,357.69	\$1,078,562.94	45.07%	\$1,073,205.25

Contract #	Agency	Program	Annual Budget	Total Cash Received	Total YTD Expenditures	% Spent	Cash on Hand / Balance Due
Leigh Abernathy							
TEST	Persimmony International,	Persimmony Test Program	\$164,900.00	\$0.00	\$0.00	0.00%	\$0.00
Total:			\$230,400.00	\$0.00	\$0.00	0.00%	\$0.00
Michelle Blakely							
2016-D014	Silicon Valley Community	PreK-3rd Articulation	\$229,838.00	\$93,589.76	\$93,589.76	40.72%	\$0.00
2016-D016-QI	San Mateo County Office o	IMPACT SMCOE: Quality	\$153,212.64	\$54,929.33	\$54,929.33	35.85%	\$0.00
2016-D017	4Cs	IMPACT 4Cs	\$213,808.51	\$17,008.34	\$17,008.34	7.95%	\$0.00
2016-DO16-Ac	San Mateo County Office o	IMPACT SMCOE: Accountability	\$193,018.24	\$41,950.26	\$41,950.26	21.73%	\$0.00
Total:			\$789,877.39	\$17,008.34	\$207,477.69	26.27%	\$190,469.35
Grand Total:			\$7,297,747.65	\$2,792,540.54	\$2,808,125.34	38.48%	\$15,584.80

DATE: April 9, 2018
TO: First 5 San Mateo County Finance and Administration Committee
FROM: Kitty Lopez, Executive Director
RE: Review and Recommend Approval to Present First the 5 San Mateo County Policies and Bylaws for FY2018-2019 at April 23, 2018 Commission Meeting

ACTION REQUESTED

Review and Recommend Approval to Present First the 5 San Mateo County Policies and Bylaws for FY2018-2019 at April 23, 2018 Commission Meeting.

BACKGROUND

Mandate Policies: The First 5 San Mateo County (F5SMC) Commission annually reviews and approves the Commission’s policies to ensure compliance with mandates by the Legislature and other administrative processes to strengthen F5SMC’s internal controls for operations. Currently there are seven policies; four of which are in direct response to the mandates outlined in the 2006 Assembly Bill 109 (Chan) and Senate Bill 35 (Florez). These mandates include: Contracting and Procurement; Conflict of Interest; Salary and Benefits; and Administrative Costs. These Policies were approved by the Commission on May 22, 2017.

F5SMC’s Internal Control Policies: Supplantation and Executive Director Delegation of Action were approved by the Commission on June 27, 2016. The revised Sponsorship Policy was reviewed and approved by the Commission on June 26, 2017.

Bylaws: On April 27, 2015, the Commission reviewed and approved First 5 San Mateo County’s Bylaws. The revised Bylaws were reviewed and approved by the Commission on May 22, 2017..

The following policies and Bylaws remain unchanged:

- Contracting and Procurement Policy (Attachment 4A)
- Conflict of Interest Policy (Attachment 4B)
- Salary and Benefits Policy (Attachment 4C)
- Administrative Costs Policy (Attachment 4D)
- Supplantation Policy (Attachment 4E)
- Delegation of Authority to Executive Director to Take Action to Support or Oppose Legislation or Other Initiatives (Attachment 4F)
- Bylaws (Attachment 4G)
- Event Sponsorship Policy (Attachment 4H)

FISCAL IMPACT

None

RECOMMENDATION

Review and Recommend Approval of First 5 San Mateo County Policies and Bylaws for FY2018-2019 at April 23, 2018 Commission Meeting.



SUBJECT: CONTRACTING AND PROCUREMENT POLICY

PURPOSE: To facilitate compliance with Health and Safety Code Section 130140(d)(4)(B) requiring the county commission to adopt, in a public hearing, a contract and procurement policy that is consistent with certain state law provisions. And, to comply with Health and Safety Code §130151(b)(1), which requires that the contract and procurement policy contains provisions to ensure that grants and contracts are consistent with the Commission’s strategic plan.

To facilitate compliance with the Standards and Procedures for Audits of California Counties participating in the California Children and Families Program issued by the California State Controller, March 2006.

Part I. STATEMENT OF POLICIES

The First 5 San Mateo County Commission (“First 5 San Mateo County” or the “Commission”) and staff will comply with State law in all matters regarding Commission contracting and procurement to the extent applicable to the Commission, including ensuring that contracting and procurement are consistent with Article 7 (commencing with Section 54201) of Chapter 5 of Part 1 of Division 2 of Title 5 of the Government Code, Chapter 2 (commencing with Section 2000) of Part 1 of Division 2 of the Public Contract Code, Section 3410 of the Public Contract Code, and Chapter 3.5 (commencing with Section 22150) of Part 3 of Division 2 of the Public Contract Code.

When purchasing food, First 5 San Mateo County will give preference to United States-grown produce and United States processed foods when there is a choice and it is economically feasible to do so.

If fitness and quality are equal, First 5 San Mateo County will purchase recycled products, as defined in Section 12200, instead of non-recycled products whenever recycled products are available at the same or a lesser total cost than non-recycled items.

In accordance with Section 130140 and Section 130105 of the California Children and Families First Act, First 5 San Mateo County has autonomy to expend moneys from the trust fund only for the purposes as described in the Commission’s approved Strategic Plan.

Part II. CONTRACTING & GRANT PROCESSES

A. First 5 San Mateo County shall use a competitive selection, negotiation and approval process whereby potential contractors and/or grantees may submit applications for Commission funding. This process is to ensure

that all qualified contractors and/or grantees are given an opportunity to be considered for providing services to the Commission.

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this process on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. The Competitive Proposal process may only be waived by the Commission upon a finding that it would be in the best interests of the Commission.

- B. The criteria for choosing the contractor and/or grantee may include particular criteria are important and appropriate to the project/grant, and may include:
- Experience of the agency and specific staff assigned to complete the work, including description of experience with similar projects
 - Proposed methodology, work plan and timeline to complete the scope of work
 - Proposed cost to complete the work
 - Payment terms (when payment is due to the contractor and/or grantee throughout the timeframe of the contract)
 - Start date and completion date of the work/service.

Once the Commission has selected the contractor(s) and/or grantee(s) that can best perform the necessary work, Commission staff will negotiate the terms of the contract in accordance with the Commission's approval for such services.

- C. The Commission shall approve and execute all service agreements, memorandums of understanding, and/or contracts that exceed \$25,000. Any related contract amendment shall also be approved and executed by the Commission.
- D. The Executive Director of First 5 San Mateo County is authorized to approve and execute service agreements, memorandums of understanding and/or contracts that are \$25,000 and below. After receiving direction to proceed from the Commission Chair, the Executive Director has signature authority to approve all service agreements, memorandums of understanding, and/or contracts above \$25,000 and up to \$50,000 on behalf of the Commission.
- E. Any service agreements, memorandums of understanding, and/or contracts that do not use the standard San Mateo County template agreement will be reviewed by County Counsel. Approval must be obtained by County Counsel prior to finalization.



SUBJECT: CONFLICT OF INTEREST POLICY

PURPOSE: To facilitate compliance with Health and Safety Code Section 130140(d)(4)(A) requiring the county commission to adopt, in a public hearing, a policy consistent with state and local law regarding conflict of interest of Commission members.

To facilitate compliance with the Standards and Procedures for Audits of California Counties participating in the California Children and Families Program issued by the California State Controller, March 2006.

PART I. CONFLICT OF INTEREST CODE – GOVERNMENT CODE SECTION 87100

- A. The First 5 San Mateo County Commission (“First 5 San Mateo County” or the “Commission”) has a Conflict of Interest Code, which has been approved by the San Mateo County Board of Supervisors. Pursuant to Section 87306.5 of the Government Code, First 5 San Mateo County will review that Conflict of Interest Code biennially. First 5 San Mateo County has designated the following positions in its Code: Commissioners, Executive Director, Financial Analyst, and Consultants (when applicable).
- B. Form 700 filing. All individuals holding positions designated by the Conflict of Interest Code shall file the Form 700 of the California Fair Political Practices Commission, when assuming office, annually thereafter, and when leaving office as required by regulation.
- C. The Commission shall continue to have a conflict of interest code in effect at all times.

PART II. GOVERNMENT CODE SECTION 1090, et seq.

First 5 San Mateo County shall continue to conduct its business at all regular and special meetings of the Commission in accordance with the provisions of Government Code sections 1090, et seq., hereby incorporated by reference.

Pursuant to Section 1091.3 of the Government Code, First 5 San Mateo County Commissioners will recuse themselves from making, participating in making, or in any way attempting to use their official position to influence a decision on an agreement when the agreement directly relates to services to be provided by the member or the entity the member represents or financially benefits the member or the entity the member represents.

PART III. GOVERNMENT CODE SECTION 1125, et seq. (INCOMPATIBLE ACTIVITIES)

The Commission shall continue to conduct its operations consistent with Government Code Sections 1125, et seq. Except as provided in Sections 1128 and 1129 of the Government Code, First 5 San Mateo County Commission officers and employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to their duties as a First 5 San Mateo County Commission officer or employee or with the duties, functions, or responsibilities of their appointing power or the agency by which they are employed.

First 5 San Mateo County officers and employees shall not engage in any outside employment, activity, or enterprise if it: (1) involves the use for private gain or advantage of First 5 San Mateo County time, facilities, equipment and supplies; or the badge, uniform, prestige, or influence of First 5 San Mateo County office or employment or, (2) involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than First 5 San Mateo County for the performance of an act which the officer or employee, if not performing such act, would be required or expected to render in the regular course or hours of First 5 San Mateo County employment or as a part of his or her duties as a First 5 San Mateo County officer or employee or, (3) involves the performance of an act in other than his or her capacity as a First 5 San Mateo County officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee or the agency by which he or she is employed, or (4) involves the time demands as would render performance of his or her duties as a First 5 San Mateo County officer or employee less efficient.

Further, the incompatibility rules of the County of San Mateo, particularly the provisions of Section 2.75.060 of the Ordinance Code of the County of San Mateo, shall be, and are hereby adopted as the rules applicable to the First 5 San Mateo County Commissioners.

Further, each employee and officer of the Commission will be provided a copy of this policy. Engaging in incompatible activities will subject employees and officers to disciplinary action, up to and including termination. Any disciplinary action related to violation of this policy will be conducted in accordance with the Commission's general disciplinary processes, which provide the ability to contest imposition of discipline.

PART IV REPORTING A CONFLICT OF INTEREST

When a Commissioner first becomes aware of a conflict of interest or potential conflict of interest regarding a matter before the Commission or Committee, he or she must notify First 5 San Mateo County's legal counsel, the Executive Director or the chairperson of the Commission or the Committee. The facts of the conflict of interest will be recorded in the minutes of the Commission or Committee meeting.

First 5 San Mateo County

List of Designated Positions in the First 5 San Mateo County
and Financial Disclosure Categories

Each person holding any position listed below must file statements disclosing the kinds of financial interest shown for the designated employee's position. Statements must be filed at the times and on the forms prescribed by law. Failure to file statements on time may result in penalties including but not limited to late fines.

<u>Designated Employees</u>	<u>Disclosure Category</u>
Commission Member	1,2,3,4
Executive Director	1,2,3,4
Consultants*	1,2,3,4

*The Executive Director, after consultation with the County Counsel, shall review the duties and authority of all consultants retained by the Commission. Those consultants who, within the meaning of Section 18700 (a)(2) of Title 2 of the California Code of Regulations are required to file statements of economic interests, shall do so. During each calendar year, First 5 San Mateo County shall maintain a list of such consultants for public inspection in the same manner and location as this Conflict of Interest Code. Nothing herein excuses any consultant from any other provision of the Conflict of Interest Code, specifically those dealing with disqualification.

Disclosure Categories

Category 1. A designated official or employee assigned to category 1 is required to disclose direct or indirect investments in any business entity that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 2. A designated official or employee assigned to category 2 is required to disclose interests in any real property that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 3. A designated official or employee assigned to category 3 is required to disclose any source of income that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 4. A designated official or employee assigned to category 4 is required to disclose any business entity in which the designated official or employee is a director, officer, partner, trustee, employee or holds any position of management that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position



SUBJECT: SALARY AND BENEFITS POLICY

PURPOSE: To facilitate compliance with Health and Safety Code §130140(d)(6) requiring the county commission to adopt, in a public hearing, policies and processes establishing the salaries and benefits of employees of the county commission.

To facilitate compliance with the Standards and Procedures for Audits of California Counties Participating in the California Children and Families Program issued by the California State Controller, March 2006.

I. **STATEMENT OF POLICY**

As required by Health and Safety Code §130140(d)(6), salaries and benefits shall conform with established First 5 San Mateo County Commission and San Mateo County government policies.

II. **SALARY AND BENEFITS POLICIES AND PROCESSES**

The San Mateo County Board of Supervisors created the First 5 San Mateo County Commission in March 1999, Ordinance No. 3889. As an agency of the County, the First 5 San Mateo County Commission complies with the salaries and benefits policies and procedures that are applicable to all Boards and Commissions in the County, including:

- The Memorandum of Understanding between County of San Mateo and the applicable union that establishes the salaries for each job classification, as may be amended from time to time.
- County Resolutions that provides salaries and related matters for exempt management, management, confidential and other unrepresented employees, as may be amended from time to time.

Employee hiring, termination, payroll, pay increases and benefits are processed through the San Mateo County Employee and Personnel Services Department and the Controller's Office.



SUBJECT: ADMINISTRATIVE COSTS POLICY

- Defining administrative costs.
- Determining the maximum allowable administration costs as a percentage of the commission's total operating budget.
- Monitoring the administrative cost percentage to ensure the actual administrative costs do not exceed the maximum rate adopted by the commission.

PURPOSE: To facilitate compliance with Health and Safety Code §130140(d)(5) requiring the county commission to adopt, in a public hearing, a limit on the percentage of the county commission's operating budget that may be spent on administrative functions.

To facilitate compliance with the Standards and Procedures for Audits of California Counties Participating in the California Children and Families Program issued by the California State Controller, March 2006.

I. **STATEMENT OF POLICY**

First 5 San Mateo County will consistently identify administrative costs following the guidelines outlined in this policy and monitor the actual administrative costs as a percentage of its annual operating budget.

II. **DEFINITION**

Administrative costs:

Costs incurred in support of the general management and administration of a First 5 Commission, for a common or joint purpose that benefits more than one cost objective¹ (other than evaluation activities), and/or those costs not readily assignable to a specifically benefited cost objective. Examples of administrative costs are:

1. General accounting/financial reporting
2. Local annual reporting
3. Financial planning
4. Payroll/Benefits

¹ Cost objective is a function, contract, grant, or other activity requiring costs data and for which costs are incurred.

5. Human resources services
6. Legal services
7. Contract compliance
8. Audit costs
9. Strategic planning
10. Procurement
11. Rent
12. Maintenance
13. Utilities
14. Insurance
15. Cleaning/Janitorial

For the purpose of this policy, Administrative costs are differentiated from Program costs and Evaluation costs. Staff time may be devoted to any of these functions, and must be tracked appropriately in accordance with the guidelines provided through the First 5 Financial Management Guide². As a result, payroll/benefits may be allocated between Administration, Program and Evaluation costs.

III. MAXIMUM ALLOWABLE ADMINISTRATIVE COSTS AS A PERCENTAGE OF THE OPERATING BUDGET

The Commission will monitor actual administrative costs so that, in any one year, administrative costs do not exceed 15% of the commission's annual operating budget.

IV. MONITORING

The administrative costs' percentage will be monitored quarterly by the commission's fiscal staff and reported to the Executive Director and Finance Subcommittee. In the event that administrative costs exceed 15% of the operating budget, the Commission will review and approve a corrective action plan to achieve the desired percentage. The Commission may increase or decrease the maximum allowable administration percentage as changing fiscal or legislative circumstances require.

² The Guide is a product of the California First 5 Association's and the State Commission's joint technical assistance effort and a direct result of a financial management assessment conducted by the Government Finance Officers Association (GFOA) in response to new legislation.



SUBJECT: SUPPLANTATION POLICY

PROHIBITING USE OF COMMISSION FUNDS TO SUPPLANT STATE OR LOCAL GOVERNMENT FUNDS

PURPOSE: The purpose of the policy is to assure compliance with Proposition 10, adopted by the voters in 1998. Revenue & Taxation Code section 30131.4 provides, in part, that Prop. 10 funds shall be used only to supplement existing levels of service and not to fund existing levels of service. It further provides that no money in the Commission’s trust fund shall be used to supplant state or local general fund money for any purpose.

POLICY:

1. No Commission funds shall be used to supplant state or local general fund money for any purpose. Commission funds shall be used only to supplement existing levels of service and not to fund existing levels of service.
2. To that end, no Commission funds shall be granted or used for any existing project or program funded by state or local general funds unless the proponent demonstrates to the Commission’s satisfaction that the Commission’s funding will be used to improve the quality or quantity of an existing service, and not to supplant existing funding.
3. The prohibition on supplantation was intended to prevent state and local governments from shifting fiscal responsibility for ongoing public programs to the state and local commissions. The prohibition on supplantation does not make reference to privately funded or federally funded programs. Therefore, the prohibition applies only to programs and services currently or previously funded by state or local government general funds, and which are “existing” as defined below.
4. The prohibition on supplantation was not intended to prevent, stifle or discourage state or local government agencies from funding pilot programs, which provide valuable innovations and formation. Therefore, the prohibition should not be interpreted to apply to pilot programs or services, as defined below.

Definitions:

Existing means, with respect to a level of service, a service that is in effect or operation at the time a request for funding is acted upon by the Commission, or at any time within the 12-month period preceding the Commission’s action.

State general funds means funds which are received into the treasury of the state and not required by law to be credited to any other fund.¹

¹ See Gov. Code section 16300.

Local government general funds means funds which are received into the treasury of the local government and not specially appropriated to any other fund.²

Level of service includes both the quality and quantity of services.

Pilot with respect to programs or services means those that are implemented on a temporary and limited basis in order to test and evaluate the effectiveness of the program, develop new techniques, or gather information.³

Supplant shall be given its ordinary meaning, that is, “to take the place of.”

Guidelines:

1. Every applicant must disclose in its application whether the program has received funding from other sources (whether local or state government, private, or federal) within the past three years, and as to any public funding, identify the law or program under which funding was received.
2. Any applicant that discloses that state or local government funding has been received for the proposed program or service within the last three years must also demonstrate to the Commission’s satisfaction:
 - a) That the program or service has not received state or local general funds within the 12 month period preceding the Commission’s action, or
 - b) That, if received, such funds have not been reduced during the 12 month period preceding the Commission’s action, or
 - c) That the program or service was a pilot project, and
 - d) That the Commission’s funds will be used to augment or improve the existing level of service, either in terms of quantity or quality.
3. The Commission may require the applicant to provide any additional information regarding sources and uses of funds at any time. Based upon all existing facts and circumstances, the Commission shall determine whether the proposal would violate this policy. The Commission’s determination will be made as of the time a grant agreement is entered into. For multi-year contracts or commitments, the Commission reserves the right to re-examine its determination that its funds will not be used in violation of this policy.

² See Gov. Code section 29301

³ See Penal Code section 5058.1



SUBJECT: DELEGATION OF AUTHORITY TO EXECUTIVE DIRECTOR TO TAKE ACTION TO SUPPORT OR OPPOSE LEGISLATION OR OTHER INITIATIVES

PURPOSE: On occasion, the Executive Director is approached with a time-sensitive request to sign a letter of support for (or opposition to) legislation or other initiatives related to First Five San Mateo County's mission. This policy is intended to delegate authority to the Executive Director to take necessary action to provide that support (or opposition) consistent with the First Five San Mateo County mission when certain conditions are met.

POLICY:

The First Five Commission hereby delegates its authority to the Executive Director to sign documents or other materials on behalf of First Five San Mateo County, when all of the following conditions are met:

1. The legislation or other initiative is directly related to, and consistent with First Five San Mateo County's mission.
2. Because of time constraints, bringing the matter to the Commission at its next scheduled meeting is not practical.
3. Calling a special meeting to address the matter is either not practical or not appropriate under the circumstances.
4. The Executive Director has conferred with the Chair of the Commission and both the Executive Director and the Chair agree that: (a) the position that the Executive Director intends to take is consistent with the mission of First Five San Mateo County; (b) bringing the matter to the Commission at its next scheduled meeting or at a special meeting is not practical or appropriate under the circumstances; and (c) taking the position without a vote of the Commission is appropriate under the circumstances.
5. The Executive Director reports at the next regularly scheduled Commission meeting as part of the Executive Director's Report any position taken pursuant to this policy.

**FIRST 5 SAN MATEO COUNTY COMMISSION
BYLAWS
June 2016**

ARTICLE I (Authority)

These bylaws (“Bylaws”) are adopted by the First 5 San Mateo County Commission (the “Commission” or “F5SMC”) to establish rules for its proceedings. The Commission is authorized by, and shall operate consistent with, the Children and Families First Act of 1998, as amended (the “State Act”), and Chapter 2.24 of the San Mateo County Ordinance Code, as amended (the “County Ordinance”).

ARTICLE II (Vision, Mission, Outcomes and Status)

The vision of the Commission is “Success for every child.”

The mission of the Commission is to promote positive outcomes for young children and their families through strategic investments, community leadership, and effective partnerships.

F5SMC adopted the following desired outcomes to guide its efforts in its 2015-2020 Strategic Plan:

1. San Mateo County prioritizes young children and their families;
2. Communities provide a safe and healthy environment for young children;
3. Children have access to high-quality early care and education settings;
4. Families feel connected to and supported by their community and are able to nurture their children’s health and development;
5. Children have healthy attachments to their parents and caregivers; and
6. Children have access to and are utilizing appropriate health care services to meet their health and developmental needs.

F5SMC is an agency of the County of San Mateo (the “County”) with independent authority over the Strategic Plan and the Local Trust Fund. Obligations of F5SMC shall be the obligations solely of the Commission and shall not directly or indirectly be obligations of the County or any officials, employees or agents of the County. The County shall not be liable for any act or omission of the Commission.

ARTICLE III (Powers and Duties)

The duties of the Commission shall be those proscribed in the State Act and the County Ordinance and may include the following:

- Adopt Strategic Plan for the support and improvement of early childhood improvement within the County, consistent with the requirements of the State Act and any other applicable state laws and County guidelines.
- At least annually, conduct a review of the Strategic Plan and revise the plan as may be necessary or appropriate, and conduct at least one public hearing on the Commission’s review of the plan before

any revisions to the plan are adopted and submitted to the First 5 California Commission (the “State Commission”).

- Measure outcomes of funded programs through the use of applicable, reliable indicators and review on a periodic basis as part of the public review of the Strategic Plan.
- Prepare and adopt an annual audit and report pursuant to Health and Safety Code Section 130150, and conduct at least one public hearing prior to adopting any annual audit or report.
- Review the State First 5 California Commission annual report at a public hearing.
- Adopt policies and procedures consistent with the requirements of the State Act.
- Establish one or more advisory committees to provide technical and professional expertise and support for any purposes that will be beneficial in accomplishing the purposes of the State Act.
- Enter into such contracts as necessary or appropriate to carry out the provisions and purposes of the State Act or the County Ordinance.

ARTICLE IV (Commission Membership)

The composition of the Commission, and the membership qualifications, terms, entitlement to compensation, and all other aspects of Commission membership shall be as proscribed by the County Ordinance or the State Act in the absence of an applicable provision of the County Ordinance.

ARTICLE V (Conflicts of Interest Policy)

The Commission shall by resolution adopt and may amend a Conflicts of Interest policy for the Commission as required by applicable law. Any such policy, and any amendments thereto, shall be consistent with County policies and requirements.

Each Commissioner shall file a statement disclosing reportable economic interests in accordance with the Political Reform Act of 1974 and the regulations of the Fair Political Practices Commission and the Commission’s Conflict of Interest Policy.

ARTICLE VI (Officers)

1. Officers:

- A. Officers of the Commission shall be a Chair and Vice-Chair and such other officers as the Commission may from time to time provide. The Chair, who shall be a Commissioner, shall preside over all business and meetings of the Commission, appoint chairs of standing and *ad hoc* committees, and exercise such other powers and perform such other duties as may be prescribed by the Commission.
- B. The Vice Chair shall be a Commissioner, and in the Chair’s absence or inability to act, shall preside at the meetings of the Commission. If both the Chair and Vice-Chair will be absent or unable to act at a meeting at which a quorum of the Commission will be present, the Chair may in advance of said meeting appoint a Commissioner to preside at said meeting over all business of the Commission, appoint chairs of standing and *ad hoc* committees, and exercise such powers and perform such other duties of the Chair as may be prescribed by the Commission.

2. Terms and Removal:

Officers of the Commission shall be chosen annually through an election to be held at the last scheduled meeting of each calendar year, unless an earlier election is necessary because of a vacancy or vacancies on the Commission. Officers shall serve from the date of their election until a successor is selected, or until an earlier removal or resignation.

ARTICLE VII (Staffing)

1. Executive Director:

The Commission hires, evaluates, and terminates the Executive Director. The Executive Director shall act under the authority of, and in accordance with the direction of the Commission.

2. Staff:

The Executive Director hires, evaluates and terminates F5SMC Staff.

ARTICLE VIII (Meetings)

1. Regular and Special Meetings:

- A. The
Commission and its standing committee(s) shall be subject to the provisions of Chapter 9 (Commencing with Section 54950) of Part I, Division 2 Title 5 of the Government Code, relating to meetings of local agencies (the “Ralph M. Brown Act” or the “Brown Act”).
- B. The Commission shall meet regularly at times and places to be determined by the Commission. There shall be at least 4 meetings each calendar year, generally on the fourth (4th) Monday of the month.
- C. Special meetings may be called at a time and place designated by the Chair. The Commission staff shall give notices of regular and special meetings in accordance with the Brown Act.

2. Open and Public:

All meetings of the Commission shall be held in accordance with the Brown Act.

3. Quorum:

A quorum is required to initiate the transaction of business at any regular or special meeting of the Commission. A quorum is a majority of the seated members of the Commission. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Commissioners, provided that any action taken is approved by at least four Commissioners.

4. Voting:

Except as otherwise provided by these Bylaws, all official acts of the Commission require the affirmative vote of a majority of the Commissioners who are present and voting as long as the quorum requirements are met. No official act shall be approved with less than the affirmative vote of four Commissioners.

5. Recusals:

A Commissioner shall recuse him or herself from making, participating in making, or in any way attempting to use his or her official position to influence a decision on a contract or grant where the contract or grant directly relates to services to be provided by that Commissioner or the entity that the Commissioner represents or financially benefits the Commissioner or the entity that he or she represents, or as otherwise required by applicable law or by the Conflict of Interest Policy of the Commission.

6. Minutes:

Commission staff shall prepare the minutes of each meeting of the Commission and shall post them on the Commission website after approval by the Commission.

ARTICLE IX (Committees)

1. Advisory Committees:

The Commission shall establish one or more advisory committees to provide technical and professional expertise and support for any purpose that will be beneficial in accomplishing the purpose of the State Act and of the Commission. Advisory committees shall meet and shall make recommendations and reports as deemed necessary or appropriate.

A. Early Childhood Evaluation Advisory Committee:

The duties and responsibilities of this Committee shall be to advise the full Commission on issues related to planning and implementing the Commission's research and evaluation activities; to hear the perspectives of F5SMC grantees on evaluation and data collection and utilization; to serve as the initial audience for research and evaluation findings; and to provide guidance to staff and evaluation contractors regarding presentation of results to the full Commission.

2. Standing Committees and Appointment of Members:

The Commission may establish standing and *ad hoc* committees and appoint members to those committees, wherever necessary. The following standing committees have been established: the Finance and Administration Committee and the Program, Operations and Planning Committee.

A. Finance and Administration Committee:

The duties and responsibilities of the Finance and Administration Committee shall be to advise the Commission concerning the budget, administrative costs, savings, investments, fixed assets, long term financial plan, financial objectives, funding strategies and annual allocation plan, annual financial audit, and other tasks and issues as assigned by the Commission.

B. Program, Operations and Planning Committee:

The duties and responsibilities of the Program, Operations and Planning Committee shall be to advise the Commission concerning the County's Children and Families First Strategic

Plan, policies concerning programs to be implemented and supported under the Strategic Plan, community needs assessments, program evaluations and other tasks and issues as assigned by the Commission.

3. Conflicts of Interest:

Commission members shall abide by all applicable laws, policies and regulations governing conflicts of interest, including those adopted by this Commission, the Board of Supervisors and the State Commission.

4. Committee Membership:

Notwithstanding section 3 above, persons who are not members of the Commission, including other elected officials and public members, may be appointed to serve on any committee established by the Commission. Unless otherwise provided, standing committee memberships shall be reviewed annually by either the Chair or the Commission as a whole.

5. Meetings:

Regular meetings of standing committees shall be held at times and places determined by the Commission. Special meetings may be held at any time and place as designated by the Chair of the Commission or the Chair of the Committee. A majority of the members of the committee shall constitute a quorum for that committee.

6. Open and Public:

All meetings of standing committees shall be held in accordance with the Brown Act.

ARTICLE X (Procedures for Conduct of Business)

1. Executive Director Signature Authority:

The Executive Director shall have such signature authority to approve and execute service agreements, memorandums of understanding and/or contracts up to \$25,000. After receiving direction to proceed from the Commission Chair, the Executive Director has signature authority to approve all service agreements, memorandums of understanding, and/or contracts above \$25,000 and up to \$50,000 on behalf of the Commission.

2. Apply for Grants:

All grants, gifts, or bequests of money made to or for the benefit of the Commission from public or private sources to be used for early childhood development programs shall be expended for the specific purpose for which the grant, gift, or bequest was made. The amount of any such grant, gift, or bequest shall not be considered in computing the amount allocated and appropriated to the Commission by the State Board of Equalization.

ARTICLES XI (Amendments)

These Bylaws may be amended or repealed by the Commission at any duly-noticed regular or special meeting by a majority vote of the Commissioners who are present and voting as long as the quorum requirements are met. No amendment to or repeal of these Bylaws shall be approved with less than the affirmative vote of five Commissioners.

DATE ADOPTED: _____

SIGNED BY:

Chair, First 5 San Mateo County Commission



SUBJECT: EVENT SPONSORSHIP POLICY

PURPOSE: To provide support for events targeted at children prenatally to age 5 and their families in San Mateo County.

POLICY: First 5 San Mateo County may provide sponsorship to an event and/or scholarships to parents or providers in the form of funding that meets the Event Sponsorship Eligibility Criteria:

First 5 San Mateo County (F5SMC) has a core strength and long history in developing partnerships and facilitating collaboration. Our vision of **success for every child** would not be possible without the collaboration of our partners throughout the County.

This set of guidelines provides direction for potential community partners interested in receiving sponsorship for community events. The goal is to sponsor community events that broaden F5SMC's reach into the community and focus on the following focus areas as defined in our strategic plan:

- Child Health and Development
- Family Engagement
- Early Learning

Event Sponsorship Eligibility Criteria

Parents or providers may request a sponsorship if the event meets the following criteria:

- The event ties to one or more of the focus areas above and are consistent with the Commission's vision and mission.
- The event targets families/children prenatally to age 5, high priority populations or communities as defined by F5SMC.
- The event takes place in San Mateo County.
- The event provides F5SMC with advertisement opportunity and/or includes F5SMC in promotions **prior** to, and **during** the event (e.g., print, radio, web, and televised advertisement and promotions).
- The event provides a booth space for F5SMC staff to participate during the event, if appropriate.
- The requesting agency coordinates with F5SMC staff to ensure proper crediting policy and general marketing is consistent with F5SMC standards and Style Guide whenever possible.
- The event is designated smoke free.
- The event is not used to lobby or otherwise attempt to influence legislation.
- The event is not used for religious purposes.
- The event is not used for fundraising purposes.

Event Sponsorship Award Amounts

- The Event Sponsorship Budget will be determined as part of the annual budget cycle preparation.
- Event Sponsorship requests in the amount of \$2,500 or less are reviewed and approved by the Executive Director; approval is based on meeting the eligibility criteria and is contingent upon budget appropriations.

Standards for Collaboration

- F5SMC will not endorse, directly or through implied endorsement, specific products, services, educational programs or enterprises.
- As a public agency, products developed in collaboration with F5SMC are in the public domain.

Post Event Reporting

- Sponsorship recipient will provide F5SMC with event outcomes data including but not limited to: attendance and participation of other community agencies; attendance of children up to age 5 and their families; an overall description of the event highlighting the value of community collaboration and of First 5's sponsorship investment.
- A representative from the requesting Agency may also be asked to make a brief presentation at a F5SMC Commission Meeting.

Organizations and businesses interested in the Event Sponsorship Program must submit the Sponsorship Request Form, which can be obtained from First 5 San Mateo County staff or downloaded at first5.smcgov.org.

Requests must be received eight weeks prior to the proposed event date. Event Sponsorship Requests will be accepted on a continuous basis as long as funding is available.

Submit Questions and/or Sponsorship Requests to:

Myra Cruz

1700 S. El Camino Real, Suite 405

San Mateo, CA 94402

mcruz@smcgov.org

Date: April 9, 2018
To: Finance and Administration Committee
From: Kitty Lopez, Executive Director
Re: Review and Recommend Approval of Agreement for Help Me Grow Consultation Services with Cheryl Oku Consulting in the amount of \$233,240, Contract Term from July 1, 2018 to June 30, 2020

ACTION REQUESTED

Review and Recommend Approval of Agreement for Help Me Grow Consultation Services with Cheryl Oku Consulting in the amount of \$233,240, Contract Term from July 1, 2018 to June 30, 2020

BACKGROUND

First 5 San Mateo County (F5SMC), as the local lead agency for Help Me Grow San Mateo County (HMG), has identified the need for a consultant to manage the operations, build infrastructure, and coordinate the launch of our Help Me Grow system. The Help Me Grow Manager position has been held within Gatepath as a part of the F5SMC Watch Me Grow Initiative over the past year. As the work has evolved, it has become apparent that directly aligning this work with F5SMC as the lead agency and not as a part of a separate, but related grant, makes sense from a project management and efficiency standpoint. This desired shift has been communicated with our current Watch Me Grow grantee, Gatepath, who supports the realignment during the next approved funding cycle for fiscal years 2018-19 and 2019-20.

F5SMC Special Needs Initiatives

Since 2007, F5SMC has funded Watch Me Grow, an Early Identification and Special Needs Initiative for Young Children and their Families. This collaborative initiative partners with 15 agencies that serve young children with or at risk of special needs to improve the system of care for these children and to optimize their development. The lead agency for Watch Me Grow, in partnership with F5SMC, meets regularly to identify and act on systems gaps and barriers for children with special needs. This group identifies the need for families and providers to have access to resources for child development and developmental concerns and recommends implementation of a local Help Me Grow system.

Help Me Grow Overview

Help Me Grow San Mateo will provide a universal access system for all parents of young children and their providers to access information and resources about early development. This project will help to ensure that all children receive the support they need as early as possible to realize their greatest potential.

Help Me Grow is a nationally recognized model. Over the last 20 years, the Help Me Grow model has been adopted by 25 states across the US and 18 counties in California. Given the statewide momentum toward HMG affiliation, San Mateo County has a ripe opportunity to fully implement, expand and coordinate components of the HMG model. The four core components are Child Health Provider Outreach, Family & Community Outreach, Centralized Access Point (Call Center) and Data Collection & Analysis. Since 2016, San Mateo County has been an Affiliate of Help Me Grow California. While elements of all the core components currently exist, SMC is still in the early stages of creating a seamless system for the early identification of children with special needs and linking them to developmental services.

SOLE SOURCE QUALIFICATIONS

Sole Source Process

According to F5SMC's Procurement Policy: "The Competitive Proposal process may only be waived by the Commission upon a finding that it would be in the best interests of the Commission.

- The criteria for choosing the contractor and/or grantee may include particular criteria are important and appropriate to the project/grant, and may include:
- Experience of the agency and specific staff assigned to complete the work, including description of experience with similar projects
- Proposed methodology, work plan and timeline to complete the scope of work
Proposed cost to complete the work
- Payment terms (when payment is due to the contractor and/or grantee throughout the timeframe of the contract)
- Start date and completion date of the work/service."

About the Consultant

Cheryl Oku is the current Help Me Grow Manager for San Mateo County and works closely with F5SMC staff to support planning and implementation. Her experience includes project management, design and facilitation of strategic planning, consultation, training and technical assistance for quality improvement in adult and early childhood education. She has a BA in Psychology from Occidental College, completed an Early Childhood and Elementary Teaching Credential program at Pacific Oaks College, Adult Education certificate from San Jose State University. She was the Watch Me Grow Program Manager for 10 years and is familiar with local, regional and statewide initiatives.

Sole Source Rationale

Cheryl Oku, in her current role as Help Me Grow San Mateo Manager, is uniquely qualified to serve in the capacity of Help Me Grow Consultant. Having also served along with First 5 SMC staff as the co-lead for San Mateo County in the Help Me Grow California Learning Collaborative, the co-lead for the Systems Change for Children with Special Health Care Needs group, and the lead for the Lucile Packard Foundation for Children's Health's California Children's Care Coordination Collaborative (5Cs), Ms. Oku's deep knowledge of the system of care for children with special needs and their families is undisputed. As the previous manager of the F5SMC-funded Watch Me Grow Demonstration Site for nearly ten years, she has also established deep and trusting relationships with many local stakeholders. **(See Attachment 5A – Cheryl Oku Resume)**

PROJECT BUDGET AND SCOPE OF WORK

The following is an overview of the proposed project budget and scope of work for Cheryl Oku Consulting for Help Me Grow Consultation Services. **(See Attachment 5B – Proposal)**

The desired outcome of the project is that all families and providers in San Mateo County have access to information and resources to support their young child's optimal development through a fully implemented Help Me Grow system. In order to achieve this, the consultant proposes to build the infrastructure for a Help Me Grow system in San Mateo County in partnership with F5SMC.

Scope of Work Synopsis

1. Build the infrastructure for a Help Me Grow System in San Mateo County.
2. Ensure access to information and resources on developmental promotion, surveillance, screening, and community resources for child health providers to support their patients and families.
3. Support community providers and families to easily access information and needed services for children 0-5 years and families.
4. Establish a Help Me Grow Call Center for Centralized Telephone Access to information and referrals for families of children 0-5 years and providers
5. Collect and utilize data on Help Me Grow Common Data Indicators to support continuous quality improvement of the Help Me Grow System

Contract, Project Term and Budget

The total cost of Help Me Grow Consultation Services for the two-year term of July 1, 2018 through June 30, 2020 is \$233,240 for an estimated 2,744 hours of work. The proposed budget includes \$10,540 in operational expenses over the two-year period **(See Attachment 5C Agreement)**

FISCAL IMPACT

Fiscal impact to F5SMC is nominal. The majority of the recommended contract award, or \$136,941, for Help Me Grow Consultation Services to Cheryl Oku Consulting will be covered through an adjustment to the FY2018-20 Watch Me Grow contract to Gatepath, where Ms. Oku is currently employed. An additional 41% of the cost or \$95,200, will be covered through a recent grant secured by First 5 SMC from the David and Lucile Packard Foundation for Help Me Grow. The remaining \$1,099, or less than 1%, needed to cover the cost of Help Me Grow Consultation Services, will be covered through the Emerging Projects category in the F5SMC Strategic Plan Implementation Plan (SPIP) FY18-20. This funding is in accordance with the approved funding allocations of the SPIP and the Long Term Financial Plan.

Summary of funding sources for the recommended agreement is as following:

Funding Source	Funding amount FY18-20
Reduction of the Watch Me Grow funding to Gatepath FY2018-2020	136,941
David Lucile Packard Foundation – Help Me Grow grant	95,200
SPIP FY18-20 Emerging Projects	1,099
Total Agreement Amount	\$233,240

ACTION REQUESTED

Review and Recommend Approval of Agreement for Help Me Grow Consultation Services with Cheryl Oku Consulting in the amount of \$233,240, Contract Term from July 1, 2018 to June 30, 2020.

CHERYL A. OKU

Consultant

Address 996 Ilima Way, Palo Alto, CA 94306-2617

Phone: (650) 387-3092

Email: cheryloku@mac.com

FOCUS

- Design and facilitation for strategic planning
- Technical assistance on implementation of cross sector initiatives
- Consultation on translating best practices and research into quality services for young children and their families
- Consultation and training for agencies and collaboratives on topics related to early child development, young children with special needs and family support and education
- Quality improvement programs for early care and education

EDUCATION

- B.A. Psychology, Occidental College
- Early Childhood and Elementary Teacher Credential Program, Pacific Oaks College
- *Adult Education Certificate: Designated Subjects Credential Program, San Jose State University*

Additional training and certification

- *Facilitating Virtual Collaboration, The Grove Consultants*
- *ASQ-3 and ASQ:SE Training of Trainers Institute, Brookes Publishing*
- *Open Space Technology Facilitator Training*
- *Appreciative Inquiry Certificate Training*
- *Institute of Cultural Affairs, Technology of Participation*
- *Resources for Infant Educators*
- *WestEd Program for Infant/Toddler Care*
- *Inclusion of Children with Special Needs Training, Sonoma State University*
- *National Center for Social and Emotional Foundations in Early Learning, Vanderbilt University*
- *National Training Institute for Child Care Health Consultants, University of North Carolina at Chapel Hill*
- *Parent Educator Training, Children's Health Council*

EMPLOYMENT

- 2017-2018
Program Manager, Help Me Grow, Community Gatepath
- 2013 – 2016
Program Manager, San Mateo Co. Community Care Coordination Collaborative, Community Gatepath funded by the Lucile Packard

Foundation for Children's Health

- 2007-2017
Program Manager, Watch Me Grow Demonstration Site, Community Gatepath
- 2003 to 2007
Project Development Specialist, First 5 CA Special Needs Project, California Institute on Human Services, Sonoma State University
- 2002-2004
Program Specialist, WestEd, Center for Child and Family Studies
 - Trainer, Program for Infant Toddler Care
 - Consultant to state-funded quality improvement programs
 - Consultant to Region IX Head Start Training and Technical Assistance programs.
- 1999-2002
Infant/Toddler Specialist, California Childcare Health Program, University of California at San Francisco
- 1991-2000
Instructor, Parent Education, Palo Alto Adult Education
- 1998-2003
Consultant, Region IX Head Start Quality Improvement Center
- 1992-1993
Instructor, Children's Council of San Francisco
- 1988-1990
Instructor, Pacific Oaks College
- 1979-1989
Head Teacher, Bing Nursery School, Stanford University
- 1978-1984
Co-director, Mini Infant Center of Palo Alto

ADDITIONAL EXPERIENCE

- 2012 -present San Mateo Child Care Partnership Council
 - Inclusion Committee Co-chair
- 2009-present Consultant and Trainer:
 - San Mateo County Office of Education
 - High Risk Infant Interagency Council, San Francisco
 - Center for Inclusive Early Education, San Francisco
 - First 5 Monterey County

- Monterey County Department of Health
 - The Mountain School, Los Gatos, CA
- 2007 Consultant, WestEd Center for Child & Family Studies
- 2006-2014 Faculty, WestEd Beginning Together Institutes, WestEd
- 2003 Consultant, National Early Head Start Resource Center
- *2002-2010 Consultant, Center for Health Training: Adolescent Family Life Programs and Maternal Child Health Programs*
- Advisory group member and trainer
Family Partnership Initiative for State-Funded Center-Based and Family Child Care Home Network Programs, Child Development Division, CA Dept. of Education and American Institutes for Research
- Advisory group member and trainer,
Administrator Training Institutes, Child Development Training Consortium, Child Development Division, CA Dept. of Education
- Advisory Group, Desired Results for Children and Families, Child Development Division, CA Dept. of Education and American Institutes for Research

PROPOSAL

Help Me Grow Consultant

Submitted to First 5 San Mateo County
April 2, 2018

Cheryl Oku Consulting

996 Ilima Way, Palo Alto, CA 94306-2617
Phone: (650) 387-3092
Email: cheryloku@mac.com

Michelle Blakely
First 5 San Mateo County
1700 S. El Camino Real
San Mateo, CA 94000

April 2, 2018

Dear Michelle,

Thank you for inviting me to work with First 5 San Mateo County to build and coordinate the Help Me Grow system in San Mateo County with funding from First 5 San Mateo County and the grant from the David and Lucile Packard Foundation. The desired outcome for Help Me Grow is that all families and providers in San Mateo County have access to information and resources to support their young child's optimal development through a fully implemented Help Me Grow system.

About Help Me Grow

Help Me Grow (HMG) is a nationally recognized model. Over the last 20 years, the HMG model has been adopted by 25 states across the US and 18 counties in California. Given the statewide momentum toward HMG affiliation, San Mateo County has a ripe opportunity to fully implement, expand and coordinate components of the HMG model. The four core components are Child Health Provider Outreach, Family & Community Outreach, Centralized Access Point (Call Center) and Data Collection & Analysis. Since 2016, San Mateo County has been an Affiliate of Help Me Grow California. While elements of all the core components currently exist, SMC is still in the early stages of creating a seamless system for developmental promotion, the early identification of children with special needs and linking them to developmental services.

About the Consultant

Cheryl Oku is the current Help Me Grow Manager for San Mateo County and works closely with First 5 San Mateo County staff to support planning and implementation. Her experience includes project management, design and facilitation of strategic planning, consultation, training and technical assistance for quality improvement in adult and early childhood education. She has a BA in Psychology from Occidental College, completed the Early Childhood and Elementary Teaching Credential program at Pacific Oaks College, and Adult Education certificate from San Jose State University. She was the Project Manager for the Watch Me Grow Demonstration Site for 10 years and is familiar with local, regional and statewide initiatives. As Project Specialist for the First 5 CA funded Special Needs Project, she designed and facilitated strategic planning processes and provided technical assistance for county-wide implementation of developmental screening and linkage to services in four counties.

Scope of Work

The elements of my scope of work for July 1, 2018 through June 30, 2020 would be as follows:

Deliverable 1: Build the infrastructure for a Help Me Grow System in San Mateo County

- Support the HMG Planning/Leadership Team convened by F5SMC to develop core values, including values, vision and mission and core principles for HMG
- Work with F5SMC staff and HMG partners to create a strategic plan for HMG implementation
- Coordinate implementation of Core Components to ensure fidelity to the HMG model
- Work with the designated Communications consultant and partners to develop an outreach plan, including key messages, strategies and materials
- Convene and facilitate Core Component workgroups to ensure progress in implementation
- Address scale, spread and sustainability of the Help Me Grow system with F5SMC
- Participate in Help Me Grow CA and Help Me Grow National activities and convenings
- Disseminate HMG resources to partners

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)

Hours: 892 hours

Deliverable 2: Child Health Providers have access to information and resources on developmental promotion, surveillance, screening and community resources available to support their patients and families

- Identify a provider for Child Health Provider outreach and provide orientation to HMG
- Collaborate with the Child Health Outreach provider to develop an outreach plan and provider specific materials on developmental promotion, surveillance and screening, and to promote the use of the HMG Call Center
- Develop an outreach plan and health provider specific materials on developmental promotion, surveillance, screening and referrals; 2) to educate providers on developmental surveillance, screening and follow-up; 3) to promote the use of the HMG Call Center by providers and families
- Ensure that the outreach plan includes office-based education on developmental promotion, surveillance, screening and follow-up in pediatric practices
- Monitor and support implementation of Child Health Provider Outreach

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)

Hours: 274 hours

Deliverable 3: Community providers and families have easy access to information and needed services for children 0-5 years and families. Families learn to support their child's development and become more resilient. Providers gain knowledge of and have access to other services available for young children and families.

- Identify a provider for Community & Family Outreach and provide orientation to HMG
- Develop an outreach plan and materials to promote HMG in collaboration with the Community & Family Outreach provider
- Community & Family Outreach includes presentations to parent groups on developmental topics and resources
- Community & Family Outreach provider convenes regular provider networking meetings to support provider relationships and knowledge of community resources for children and families
- Community & Family Outreach provider markets HMG to families through participation in key community meetings, forums and fairs
- Community & Family Outreach provider conducts outreach to family friendly programs and organizations to promote HMG partnership
- Convene quarterly community networking meetings for providers to learn about community resources and to promote HMG
- Community & Family Outreach provider adds resources to the community resource database to increase family and provider access to services
- Monitor and support implementation of Community & Family Outreach

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)

Hours: 274 hours

Deliverable 4: Establishing a HMG Call Center for Centralized Telephone Access to information and referrals for families of children 0-5 years and providers.

- Identify an entity to implement the HMG Call Center through the F5SMC procurement process
- Collaborate with the HMG Call Center to ensure fidelity to the HMG model, including family-centered supports, client tracking and follow-up and data collection
- Support the HMG Call Center planning and implementation:
 - to develop policies and procedures aligned with recommended practices
 - to collect information on resources and maintaining a community resource database.
 - to ensure that families receive information to support their child's health and development and referrals to community resources, including access to developmental screening
 - to ensure that children with special needs are identified and connected to services through developmental screening and linkage to further assessment or services
 - to ensure that health and community providers utilize the Call Center and have access to resources for children 0-5 years at risk for developmental and behavioral needs through the Call Center
- Develop a marketing plan, outreach materials and strategies to promote the HMG Call Center to families
- Develop a targeted outreach plan and materials on HMG Call Center for health, education and community providers

- Collaborate with HMG Call Center
 - to develop a process for collecting resources and maintaining a community resource database
 - to implement use of an automated client tracking system
 - to generate reports based on callers accessing the call center
 - to ensure that families receive information to support their child's health and development
 - to ensure that families receive information on community resources for their child 0-5 years and family
 - to ensure that children ages 0-5 years are screened with a validated screening tool (i.e. Ages and Stages Questionnaires) to identify developmental and behavioral concerns
 - to ensure that children ages 0-5 years with developmental or behavioral concerns are identified through screening or parent report and linked to further assessment or services
 - to provide information and resources to providers to support their clients (children at risk for developmental and behavioral
 - for targeted outreach to health care providers on Call Center services and resources
 - to distribute outreach materials (posters, brochures, cards, referral pads) to health care providers
- Monitor implementation of the HMG Call Center

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)

Hours: 823 hours

Deliverable 5: Collect and utilize data on Help Me Grow Common Data Indicators to support continuous quality improvement of the HMG system

- Develop an evaluation plan for each Core Component and orientation on Common Data indicators
- Support each Core Component to ensure that data is collected and reported on the HMG Common Data Indicators
- Analyze data from each Core Component; utilize data to support continuous quality improvement for each component
- Share data on a regular basis with the Leadership/Planning Team and partners to highlight systems gaps and barriers promote improvements in the local system of care and recommend actions to address those needs.
- Submit annual report to HMG CA and other data requested by HMG CA

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)

Hours: 480 hours

Throughout the project, I will meet weekly with Emily Roberts, Health and Development Program Specialist, to ensure progress and ongoing communication and will also check in monthly with you and Emily to ensure that the project stays on schedule and the deliverables are met. We will meet periodically with partner organizations to build collaboration and engagement for Help Me Grow in San Mateo County.

This project will take an estimated 2744 hours or 1372 hours/year. The hourly rate will be charged at \$85/hour. Please note that a discounted rate is proposed based on the number of hours for this project. The total cost is \$233,240: \$116,620/year including \$ 111,345/year for personnel expense and \$ 5,270 /year for operational expense: supplies and equipment, phone, IT support, mileage, travel, and hospitality.

I will submit a monthly invoice based on actual hours worked.

If you have any questions regarding this proposal, I can be reached at 650-387-3092.

Sincerely,

Cheryl Oku

**AGREEMENT BETWEEN
FIRST 5 SAN MATEO COUNTY
AND
INDEPENDENT CONTRACTOR
CHERYL OKU CONSULTING
(Help Me Grow Consultation Services)**

This **Help Me Grow Consultation Services** Agreement (the "Agreement") is entered into **July 1, 2018**, by and between First 5 San Mateo County ("F5SMC" or the "Commission") and **Cheryl Oku Consulting** (the "Contractor") (collectively, the "Parties").

W I T N E S S E T H :

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

WHEREAS, it is necessary and desirable that the Contractor be retained for the purpose of providing consultation services for the Help Me Grow Consultation project and will work with First 5 San Mateo County on development and execution of a work plan related to early learning facilities development in San Mateo County.

WHEREFORE, the Commission and the Contractor agree as follows:

1. **Exhibits and Attachments**

- 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

2. **Services to be Performed**

In consideration of the payments set forth in Exhibit B, the Contractor, under the general direction of the Chairperson of the Commission, or his/her authorized representative, with respect to the product or the result of the Contractor's services, shall perform services as described in Exhibit A (the "Services").

The Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the Services required under this contract.

3. **Contract Term and Termination**

The term of this Agreement shall be from **July 1, 2018 - June 30, 2020**. The Contractor agrees that the requirements of this Agreement pertaining to Indemnity in Paragraph 9, Confidentiality in Paragraph 10, Records in Paragraph 14 and Governing Law in Paragraph 16 shall survive the termination of this Agreement.

The Executive Director, after consultation with the Chair of the Commission, may at any time from the execution of this 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 (collectively, "Materials") prepared by the Contractor under this Agreement shall become the property of the Commission and shall be promptly delivered to the Commission. In the event of termination, the Contractor shall be paid for all Services satisfactorily performed until termination.

In the event that the Commission makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the Commission if the Agreement is terminated at the time the Agreement is terminated. 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

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, the Commission shall make payment to the Contractor in the manner specified herein and in Exhibit B. The Commission reserves the right to withhold payment if the Commission determines that the quantity or quality of the Services performed is unacceptable. In no event shall total payment for services under this Agreement exceed **TWO HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED FORTY DOLLARS (\$233,240)**.

5. Ownership of Intellectual Property

All products, concepts, inventions, discoveries and improvements, however recorded, prepared or generated by the Contractor in the performance of this Agreement shall be the exclusive property of the Commission and the Commission reserves all rights, including but not limited to the copyrights. It is the Parties' intention that any product or concept created by the Contractor under this Agreement be work/services for hire. The phrase "products, concepts, inventions, discoveries and improvements" as used in the Agreement shall include, but will not be limited to, documentation, findings, designs, reports, forms, evaluations, analyses, methods of analysis, videos, images, diagrams, brochures, manuals, books, curricula, presentations, other writings, systems and software developed related to the Services under this Agreement.

It shall be further presumed that any product, concepts, inventions, discoveries and improvements recorded, prepared or generated by the Contractor during the term of this Agreement and related to this agreement were recorded, prepared or generated in the performance of this Agreement unless the Contractor is able to show by documented proof that such product, invention, discovery or improvement was developed solely with the Contractor's facilities or resources and is unrelated to this Agreement. If any product, invention, discovery or improvement related to this Agreement shall be determined to be the property of the Contractor, the Commission shall be granted a nonexclusive, irrevocable, royalty free license to use said product, invention, discovery or improvement.

This Agreement shall preclude the Contractor from using or marketing products developed or originated for the Commission hereunder commercially or in any manner that generates revenue unless and until the Parties execute a marketing agreement. Failure to comply with the obligations of this provision shall constitute a Material Breach of the Agreement. Because the Contractor and the Commission agree that damages for violation of this provision would likely be difficult to ascertain and calculate, the Contractor agrees to pay the Commission liquidated damages in the amount of \$15,000 for each violation of this provision. In addition, the Contractor and the Commission agree that a violation of this provision would result in irreparable harm to the Commission.

6. Relationship of Parties

The 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 the Contractor acquires none of the rights, privileges, powers or advantages of Commission or County employees.

7. Availability of Funds

The County/Commission may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of Federal, State, or County/Commission funds, by providing written notice to Contractor as soon as is reasonably possible after the County/Commission learns of said unavailability funding.

8. Insurance

The Contractor shall not commence Services or be required to commence Services under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Executive Director of the Commission. The Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Commission with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Commission of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. Worker's Compensation and Employer's Liability Insurance. The Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

- B. Liability Insurance. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing Services covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by himself/herself or by any person or entity performing or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(1) Comprehensive General Liability	\$1,000,000
(2) Motor Vehicle Liability Insurance	\$1,000,000

The Commission shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the Commission shall be primary insurance to the full limits of liability of the policy, and that if the Commission has other insurance against the loss covered by such a policy, and that such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Commission at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further Services pursuant to this Agreement.

9. Indemnity

The Contractor shall indemnify and hold 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 the Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging, or (C) any sanctions, penalties, or claims of damages resulting from the Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Commission, its officers, agents, employees, or servants resulting from the performance of any Services required of the 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 the 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.

10. Confidentiality

- All data produced or compiled by the Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of Commission. All financial, statistical, personal, technical, and other data and information relating to the Commission's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. The Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the Commission requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or for which disclosure is otherwise required by law.

11. Non-Assignability

- The Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the Commission, and any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.

12. Payment of Permits/Licenses

- It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expenses, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

13. Non-Discrimination

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

Section 504 of the Rehabilitation Act of 1973

1. Pursuant to Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended ("Section 504"), 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 with Section 504 requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. The Contractor shall agree to be in compliance with Section 504 requirements by signing the Letter

of Assurance, attached and incorporated herein as Exhibit C.

Non-Discrimination - General

No person shall, on the grounds of age, 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 Agreement for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; and/or 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) offset all or any portion of the amount described in this paragraph against amounts due to the Contractor under the Agreement or any other Agreement between the Contractor and the Commission or the County of San Mateo. The 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 Department of Fair Employment and Housing or any other entity charged with the investigation of allegations within 30 days of the Contractor's receipt of such filing, provided that within such 30 days such entity has not notified the 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. The Contractor shall provide the Commission with a copy of its response to the Complaint when filed.

Non-Discrimination - Employment

The 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. The Contractor's equal employment opportunity policies shall be made available to the Commission upon request.

Equal Benefits

With respect to the provision of employee benefits, the Contractor shall comply with the San Mateo 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.

14 **Retention of Records**

The Contractor shall maintain all records related to this Agreement for no less than three years after the Commission makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the Commission, the County of San Mateo, the State of California and/or Federal grantor agencies.

15 **Merger Clause**

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. All subsequent modifications shall be in writing and executed by the Parties.

16 **Governing 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. 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 **Help Me Grow Consultation Services to F5SMC Agreement**.

CHERYL OKU CONSULTING
996 Ilima Way
Palo Alto , CA 94306

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

Signature

Commission Chair

Date

Date

19540-6131

Contractor's Tax ID Number

Budget Unit

**AGREEMENT BETWEEN
FIRST 5 SAN MATEO COUNTY
AND
INDEPENDENT CONTRACTOR
CHERYL OKU CONSULTING
(HELP ME GROW Consultation Services)
EXHIBIT A**

SCOPE OF WORK

I. Introduction

Pursuant to the Agreement for services between **Cheryl Oku Consulting** effective **July 1, 2018**, the Contractor shall provide the services as described in this Exhibit and detailed more fully in Attachment A-1 over the term of this Agreement from **July 1, 2018 to June 30, 2020**.

II. Supplantation

Funds provided 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 contract to supplant existing resources or services.

III. Description of Services to be Performed by the Contractor

The contractor will perform the scope of work for July 1, 2018 through June 30, 2020 as following:

Deliverable 1: Build the infrastructure for a Help Me Grow System in San Mateo County

- Support the HMG Planning/Leadership Team convened by F5SMC to develop core values, including values, vision and mission and core principles for HMG
- Work with F5SMC staff and HMG partners to create a strategic plan for HMG implementation
- Coordinate implementation of Core Components to ensure fidelity to the HMG model
- Work with the designated Communications consultant and partners to develop an outreach plan, including key messages, strategies and materials
- Convene and facilitate Core Component workgroups to ensure progress in implementation
- Address scale, spread and sustainability of the Help Me Grow system with F5SMC
- Participate in Help Me Grow CA and Help Me Grow National activities and convenings
- Disseminate HMG resources to partners

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)

Hours: 893 hours

Deliverable 2: Child Health Providers have access to information and resources on developmental promotion, surveillance, screening and community resources available to support their patients and families

- Identify a provider for Child Health Provider outreach and provide orientation to HMG
- Collaborate with the Child Health Outreach provider to develop an outreach plan and provider specific materials on developmental promotion, surveillance and screening, and to promote the use of the HMG Call Center

- Develop an outreach plan and health provider specific materials on developmental promotion, surveillance, screening and referrals; 2) to educate providers on developmental surveillance, screening and follow-up; 3) to promote the use of the HMG Call Center by providers and families
- Ensure that the outreach plan includes office-based education on developmental promotion, surveillance, screening and follow-up in pediatric practices
- Monitor and support implementation of Child Health Provider Outreach

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)

Hours: 274 hours

Deliverable 3: Community providers and families have easy access to information and needed services for children 0-5 years and families. Families learn to support their child's development and become more resilient. Providers gain knowledge of and have access to other services available for young children and families.

- Identify a provider for Community & Family Outreach and provide orientation to HMG
- Develop an outreach plan and materials to promote HMG in collaboration with the Community & Family Outreach provider
- Community & Family Outreach includes presentations to parent groups on developmental topics and resources
- Community & Family Outreach provider convenes regular provider networking meetings to support provider relationships and knowledge of community resources for children and families
- Community & Family Outreach provider markets HMG to families through participation in key community meetings, forums and fairs
- Community & Family Outreach provider conducts outreach to family friendly programs and organizations to promote HMG partnership
- Convene quarterly community networking meetings for providers to learn about community resources and to promote HMG
- Community & Family Outreach provider adds resources to the community resource database to increase family and provider access to services
- Monitor and support implementation of Community & Family Outreach

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)

Hours: 274 hours

Deliverable 4: Establishing a HMG Call Center for Centralized Telephone Access to information and referrals for families of children 0-5 years and providers.

- Identify an entity to implement the HMG Call Center through the F5SMC procurement process
- Collaborate with the HMG Call Center to ensure fidelity to the HMG model, including family-centered supports, client tracking and follow-up and data collection
- Support the HMG Call Center planning and implementation:
 - to develop policies and procedures aligned with recommended practices
 - to collect information on resources and maintaining a community resource database.
 - to ensure that families receive information to support their child's health and development and referrals to community resources, including access to developmental screening
 - to ensure that children with special needs are identified and connected to services through developmental screening and linkage to further assessment or services

- to ensure that health and community providers utilize the Call Center and have access to resources for children 0-5 years at risk for developmental and behavioral needs through the Call Center
- Develop a marketing plan, outreach materials and strategies to promote the HMG Call Center to families
- Develop a targeted outreach plan and materials on HMG Call Center for health, education and community providers
- Collaborate with HMG Call Center
 - to develop a process for collecting resources and maintaining a community resource database
 - to implement use of an automated client tracking system
 - to generate reports based on callers accessing the call center
 - to ensure that families receive information to support their child's health and development
 - to ensure that families receive information on community resources for their child 0-5 years and family
 - to ensure that children ages 0-5 years are screened with a validated screening tool (i.e. Ages and Stages Questionnaires) to identify developmental and behavioral concerns
 - to ensure that children ages 0-5 years with developmental or behavioral concerns are identified through screening or parent report and linked to further assessment or services
 - to provide information and resources to providers to support their clients (children at risk for developmental and behavioral
 - for targeted outreach to health care providers on Call Center services and resources
 - to distribute outreach materials (posters, brochures, cards, referral pads) to health care providers
- Monitor implementation of the HMG Call Center

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)
Hours: 823 hours

Deliverable 5: Collect and utilize data on Help Me Grow Common Data Indicators to support continuous quality improvement of the HMG system

- Develop an evaluation plan for each Core Component and orientation on Common Data indicators
- Support each Core Component to ensure that data is collected and reported on the HMG Common Data Indicators
- Analyze data from each Core Component; utilize data to support continuous quality improvement for each component
- Share data on a regular basis with the Leadership/Planning Team and partners to highlight systems gaps and barriers promote improvements in the local system of care and recommend actions to address those needs.
- Submit annual report to HMG CA and other data requested by HMG CA

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)
Hours: 480 hours

**AGREEMENT BETWEEN
FIRST 5 SAN MATEO COUNTY
AND
INDEPENDENT CONTRACTOR
CHERYL OKU CONSULTING
(Help Me Grow Consultation Services)**

EXHIBIT B

PAYMENTS

1. 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 First 5 San Mateo County.
2. The amount that the Commission shall be obligated to pay for services rendered under this Agreement shall not exceed **TWO HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED FORTY DOLLARS (\$233,240)** for the Agreement term of **July 1, 2018 to June 30, 2020**. The Commission shall pay Contractor for actual Services performed in accordance with approved budget, at the maximum hourly rate of \$100/hour for a total of estimated **170** hours of consultation services. Payment shall be made upon receipt of invoice itemizing all services rendered from the Contractor. Invoices shall be submitted to First 5 San Mateo County, with accompanying documentation of services rendered.
3. 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 the Contractor of such unavailability as soon as it is known, and to the extent legally possibly pay all outstanding amounts due.

**AGREEMENT BETWEEN
FIRST 5 SAN MATEO COUNTY
AND
INDEPENDENT CONTRACTOR
CHERYL OKU CONSULTING
(Help Me Grow Consultation Services)**

EXHIBIT C

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

The undersigned (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 U.S. Department of Health and Human Services (DHHS) regulation(s), 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 DHHS regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the applicable DHHS regulation(s).

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
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*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.”

**AGREEMENT BETWEEN
FIRST 5 SAN MATEO COUNTY**

AND

**INDEPENDENT CONTRACTOR
CHERYL OKU CONSULTING
(Help Me Grow Consultation Services)**

EXHIBIT D

INTELLECTUAL PROPERTY PROTOCOL

The protocol provided below addresses how and when a person must obtain permission to disseminate data, findings or products emerging from First 5 San Mateo County (“F5SMC” or “Commission”)-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 "Persons"). 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 obtain 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 is 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. percentage 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 and 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, CDROMs, 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 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.

CHERYL OKU CONSULTING
SCOPE OF WORK – HELP ME GROW CONSULTATION SERVICES
Term: July 1, 2018 –June 30, 2020

The desired outcome for Help Me Grow is that all families and providers in San Mateo County have access to information and resources to support their young child's optimal development through a fully implemented Help Me Grow system.

About Help Me Grow

Help Me Grow (HMG) is a nationally recognized model. Over the last 20 years, the HMG model has been adopted by 25 states across the US and 18 counties in California. Given the statewide momentum toward HMG affiliation, San Mateo County has a ripe opportunity to fully implement, expand and coordinate components of the HMG model. The four core components are Child Health Provider Outreach, Family & Community Outreach, Centralized Access Point (Call Center) and Data Collection & Analysis. Since 2016, San Mateo County has been an Affiliate of Help Me Grow California. While elements of all the core components currently exist, SMC is still in the early stages of creating a seamless system for developmental promotion, the early identification of children with special needs and linking them to developmental services.

About the Consultant

Cheryl Oku is the current Help Me Grow Manager for San Mateo County and works closely with First 5 San Mateo County staff to support planning and implementation. Her experience includes project management, design and facilitation of strategic planning, consultation, training and technical assistance for quality improvement in adult and early childhood education. She has a BA in Psychology from Occidental College, completed the Early Childhood and Elementary Teaching Credential program at Pacific Oaks College, and Adult Education certificate from San Jose State University. She was the Project Manager for the Watch Me Grow Demonstration Site for 10 years and is familiar with local, regional and statewide initiatives. As Project Specialist for the First 5 CA funded Special Needs Project, she designed and facilitated strategic planning processes and provided technical assistance for county-wide implementation of developmental screening and linkage to services in four counties.

SCOPE OF WORK

The elements of my scope of work for July 1, 2018 through June 30, 2020 would be as follows:

Deliverable 1: Build the infrastructure for a Help Me Grow System in San Mateo County

- Support the HMG Planning/Leadership Team convened by F5SMC to develop core values, including values, vision and mission and core principles for HMG
- Work with F5SMC staff and HMG partners to create a strategic plan for HMG implementation
- Coordinate implementation of Core Components to ensure fidelity to the HMG model
- Work with the designated Communications consultant and partners to develop an outreach plan, including key messages, strategies and materials

- Convene and facilitate Core Component workgroups to ensure progress in implementation
- Address scale, spread and sustainability of the Help Me Grow system with F5SMC
- Participate in Help Me Grow CA and Help Me Grow National activities and convenings
- Disseminate HMG resources to partners

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)

Hours: 892 hours

Deliverable 2: Child Health Providers have access to information and resources on developmental promotion, surveillance, screening and community resources available to support their patients and families

- Identify a provider for Child Health Provider outreach and provide orientation to HMG
- Collaborate with the Child Health Outreach provider to develop an outreach plan and provider specific materials on developmental promotion, surveillance and screening, and to promote the use of the HMG Call Center
- Develop an outreach plan and health provider specific materials on developmental promotion, surveillance, screening and referrals; 2) to educate providers on developmental surveillance, screening and follow-up; 3) to promote the use of the HMG Call Center by providers and families
- Ensure that the outreach plan includes office-based education on developmental promotion, surveillance, screening and follow-up in pediatric practices
- Monitor and support implementation of Child Health Provider Outreach

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)

Hours: 274 hours

Deliverable 3: Community providers and families have easy access to information and needed services for children 0-5 years and families. Families learn to support their child's development and become more resilient. Providers gain knowledge of and have access to other services available for young children and families.

- Identify a provider for Community & Family Outreach and provide orientation to HMG
- Develop an outreach plan and materials to promote HMG in collaboration with the Community & Family Outreach provider
- Community & Family Outreach includes presentations to parent groups on developmental topics and resources
- Community & Family Outreach provider convenes regular provider networking meetings to support provider relationships and knowledge of community resources for children and families
- Community & Family Outreach provider markets HMG to families through participation in key community meetings, forums and fairs
- Community & Family Outreach provider conducts outreach to family friendly programs and organizations to promote HMG partnership

- Convene quarterly community networking meetings for providers to learn about community resources and to promote HMG
- Community & Family Outreach provider adds resources to the community resource database to increase family and provider access to services
- Monitor and support implementation of Community & Family Outreach

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)

Hours: 274 hours

Deliverable 4: Establishing a HMG Call Center for Centralized Telephone Access to information and referrals for families of children 0-5 years and providers.

- Identify an entity to implement the HMG Call Center through the F5SMC procurement process
- Collaborate with the HMG Call Center to ensure fidelity to the HMG model, including family-centered supports, client tracking and follow-up and data collection
- Support the HMG Call Center planning and implementation:
 - to develop policies and procedures aligned with recommended practices
 - to collect information on resources and maintaining a community resource database.
 - to ensure that families receive information to support their child's health and development and referrals to community resources, including access to developmental screening
 - to ensure that children with special needs are identified and connected to services through developmental screening and linkage to further assessment or services
 - to ensure that health and community providers utilize the Call Center and have access to resources for children 0-5 years at risk for developmental and behavioral needs through the Call Center
- Develop a marketing plan, outreach materials and strategies to promote the HMG Call Center to families
- Develop a targeted outreach plan and materials on HMG Call Center for health, education and community providers
- Collaborate with HMG Call Center
 - to develop a process for collecting resources and maintaining a community resource database
 - to implement use of an automated client tracking system
 - to generate reports based on callers accessing the call center
 - to ensure that families receive information to support their child's health and development
 - to ensure that families receive information on community resources for their child 0-5 years and family
 - to ensure that children ages 0-5 years are screened with a validated screening tool (i.e. Ages and Stages Questionnaires) to identify developmental and behavioral concerns

- to ensure that children ages 0-5 years with developmental or behavioral concerns are identified through screening or parent report and linked to further assessment or services
- to provide information and resources to providers to support their clients (children at risk for developmental and behavioral
- for targeted outreach to health care providers on Call Center services and resources
- to distribute outreach materials (posters, brochures, cards, referral pads) to health care providers
- Monitor implementation of the HMG Call Center

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)

Hours: 823 hours

Deliverable 5: Collect and utilize data on Help Me Grow Common Data Indicators to support continuous quality improvement of the HMG system

- Develop an evaluation plan for each Core Component and orientation on Common Data indicators
- Support each Core Component to ensure that data is collected and reported on the HMG Common Data Indicators
- Analyze data from each Core Component; utilize data to support continuous quality improvement for each component
- Share data on a regular basis with the Leadership/Planning Team and partners to highlight systems gaps and barriers promote improvements in the local system of care and recommend actions to address those needs.
- Submit annual report to HMG CA and other data requested by HMG CA

Timeline: July 2018 - June 2020 (see attached Scope of Work & Timeline for additional detail)

Hours: 480 hours

Throughout the project, I will meet weekly with Emily Roberts, Health and Development Program Specialist, to ensure progress and ongoing communication and will also check in monthly with you and Emily to ensure that the project stays on schedule and the deliverables are met. We will meet periodically with partner organizations to build collaboration and engagement for Help Me Grow in San Mateo County.

This project will take an estimated 2744 hours or 1372 hours/year. The hourly rate will be charged at \$85/hour. Please note that a discounted rate is proposed based on the number of hours for this project. The total cost is \$233,240: \$116,620/year including \$ 111,345/year for personnel expense and \$ 5,270 /year for operational expense: supplies and equipment, phone, IT support, mileage, travel, and hospitality.