



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

DATE: Monday, September 12, 2016
TIME: 9:00 AM to 10:00 AM
ADDRESS: 1700 S. El Camino Real, Suite 405
San Mateo, CA 94402

MEMBERS: Michael Garb, Lee Michelson, Illiana Rodriguez

STAFF: Khanh Chau, Kitty Lopez

AGENDA

1.	Approval of the September 12, 2016 Finance and Administration Committee Agenda	Michelson
2.	Approval of the July 18, 2016 Finance and Administration Committee Meeting Minutes (See Attachment 2)	Michelson
3.	Review and Recommend Approval of the FY 2015-2016 Budget Close-Out at The September 26, 2016 Commission Meeting. (See Attachment 3A-3B)	Lopez / Chau
4.	Review and Recommend Approval of the Contract with VIVA Strategy and Communications for the QRIS Communications Consultation in the amount of \$75,000, Contract Term from October 1, 2016 to June 30, 2017 (See Attachment 4A-4B)	Lopez / Blakely
5.	Verbal Update: <ul style="list-style-type: none">• Quarterly Budget Monitoring Report	Lopez / Chau
6.	Adjournment	Michelson

Next Meeting: October 17, 2016

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

July 18, 2016

- Commission Member: Lee Michelson, Michael Garb, Iliana Rodriguez
- Staff: Michelle Blakely, Khanh Chau, Kitty Lopez, Jenifer Clark, Emily Roberts
- Minutes: Khanh Chau

Commissioner Michelson chaired the meeting.

1. Approval of the Finance and Administration Committee Meeting Agenda

Commissioner Garb recommended to move Agenda 5 to Agenda 2 to allow Ms. Carol Elliott from Community Gatepath to participate the meeting,

A Motion for Approval of the July 18, 2016 Finance and Administration Committee Meeting Agenda was made by Commissioner Rodriguez, seconded by Commissioner Garb. Unanimously approved.

2. Review Update on Contract Negotiations for Family Engagement:

- A. Parent Partnerships, Parent Connectivity, and Training & Capacity Building, with the San Mateo County Office of Education, in the amount of \$460,000, Contract Term from August 1, 2016 to June 30, 2018**
- B. Partnerships, Parent Connectivity, and Training & Capacity Building with Family Connections, in the amount of \$300,000, Contract Term from August 1, 2016 to June 30, 2018**
- C. Parent Partnerships, Parent Connectivity, and Training & Capacity Building with StarVista, in the amount of \$200,000, Contract Term from August 1, 2016 to June 30, 2018**
- D. Parent Partnerships, Parent Connectivity, and Training & Capacity Building with Gatepath, in the amount of \$90,000, Contract Term from August 1, 2016 to June 30, 2018**
- E. Parent Connectivity, and Training & Capacity Building with Redwood City 2020, in the amount of \$50,000, Contract Term from August 1, 2016 to June 30, 2018**

Ms. Carol Elliott, Grant Administrator of Community Gatepath, participated as a public member speaker at the meeting to answer any questions relating to the contract award to Community Gatepath. Ms. Carol Elliott left the meeting after the Committee members reviewed the update on contract negotiations with Community Gatepath.

Staff member, Michelle Blakely, briefly presented updates on contract negotiations for Family Engagement. First 5 San Mateo County's (F5SMC's) Contract Template for all agreements has been included in the Finance packet along with Draft Budgets and Scopes of Work for StarVista, and the San Mateo Office of Education. All contract negotiations are

nearing completion and all agencies are providing final submissions including Redwood City 2020, Community Gatepath and Family Connections. The status of all negotiations have been provided in the accompanying memo.

Committee members reviewed the memo and attachments, asked general questions about each contract proposal, whether it is the first time grant or it is a continuation of previous grants, family engagement funding, the numbers of children served by the recommended programs and the geographic location of services. Committee members suggested creating a chart detailing which city/region of San Mateo County First 5 programs and services are being provided.

There was no further action made by the Committee members.

3. Approval of the June 13, 2016 Finance and Administration Committee Meeting Minutes

A Motion for Approval of the June 13, 2016 Finance and Administration Committee Meeting Minutes was made by Commissioner Rodriguez and seconded by Commissioner Garb. Unanimously approved.

4. Budget Monitoring Report as of June 30, 2016

Kitty Lopez cited that the Budget Monitoring Report as of June 30, 2016 presents higher Revenue projections, underspending in Expenditures produces a higher Ending Fund Balance Projections by 800K.

The Committee reviewed the Budget Monitoring Report as of June 30, 2016 reflecting a positive variance in Revenues, underspending in Total Appropriations Projections, and larger Ending Fund Balance Projections than the planned Budget.

A Motion for Approval to Present Budget Monitoring Report Memo and Budget Monitoring Report Summary as of June 30, 2016 at the June 25, 2016 Commission Meeting was made by Commission Rodriguez and seconded by Commissioner Garb. Unanimously approved.

4. F5SMC Strategic Plan Implementation Plan (SPIP) Update

Kitty Lopez stated that the SPIP Update includes changes reflecting the addition of the \$687K to the SPIP. The \$687K allocated funds slated for Policy, Advocacy, Communications, and System Change was previously added to the Fund Balance until the program and projects are determined; there is now a separate line in the SPIP with the funding allocation of \$318.5K for each year of FY16-18 and initial targets for projects.

5. Review Update on Contract Negotiations for the Safe, Healthy, and Equitable Communities Initiative (SHEC):

- A. Parent Leadership, Civic Engagement, and Capacity Building Consultation Services to Faith in Action Bay Area, in the amount of \$75,000, Contract Term from August 1, 2016 to June 30, 2018**
- B. Daly City Community Host Agency to Daly City Peninsula Partnership Collaborative, in the amount of \$75,000, Contract Term from August 1, 2016 to June 30, 2018h**

Staff Emily Robert briefly reminded Committee members of the Commission approvals at the June 27th Commission Meeting awarding \$75,000 to each agencies, Daly City

Peninsula Partnership and the Faith in Action Bay Area Community, and directed staff to enter into contract negotiations with both agencies to execute the two projects of Safe, Healthy, and Equitable Communities Initiative (SHEC).

Staff Emily Robert stated the presented contract with Daly City Peninsula Partnership is a pilot project which proposes a mechanism for low-income families and parents of color in the target area of Daly City to enhance their advocacy and influence over policy decisions that will support their children's healthy development and promote more equitable communities.

Staff Michelle Blakely stated that this initiative is a two-pronged one; each individual agency does not have adequate expertise in house but the integrated funding of these two projects will complement each other enable the successful execution of the initiative.

Committee members reminded staff to be cautious with Faith in Action Bay Area's contract language to avoid any potential discrimination issues. Staff Michelle Blakely stated that county contract template has been used and Faith in Action Bay Area also has a contract with the County Health System.

Staff member Emily Robert briefly presented an update on the contract negotiations for the Safe, Healthy, and Equitable Communities Initiative (SHEC). No further action was requested for this agenda item.

6. Recommend Approval of Contract with Persimmony International, Inc., in the amount of \$203,170, Contract Term from August 1, 2016 to June 30, 2018

Staff member Jenifer Clark presented the Contract with Persimmony International Inc. for a software package to be used as an Online Grants Management and Data System, performing functions such as grants management (Budgeting, Scope of Work, Invoicing, and program reporting), evaluation functions by F5SMC staff, and grantees' client data collection. The Online Grants Management and Data System will help F5SMC staff and grantees be more efficient and create one data system for all First 5 Grantee reporting as well as for many finance functions. The funding for the Comprehensive Evaluation, which was previously outsourced to SRI for evaluation contracting, now will be used partially for Persimmony and other in-depth evaluation projects.

Committee members reviewed the contract, asked questions about the contract costs after the 2-year term, number of licenses, training, hosting, and any user costs borne by grantees. Staff member Jenifer Clark responded that we do not require grantees to pay for using the system; but grantees can upload or enter client data into systems that later we use for our evaluation data analysis. Jenifer Clark made references to 20 other F5 Commissions that successfully use Persimmony and cited that Persimmony has both contract monitoring features and client data collection that will serve the needs of F5SMC as well.

Committee members recommended approval of Contract with Persimmony International Inc. in the amount of \$203,170, Contract Term from August 1, 2016 to June 30, 2018 at the July 25, 2016 Commission Meeting.

7. Review and Recommend Approval of Recommendation of Office Lease

Kitty Lopez briefly presented the draft of the Office Lease Renewal for a 5 year term extension with 1/3 office square footage reduction for lower rent in responding to the increase rent trend in the area. Current office rent in the area is in the range of \$4.00 - \$4.75/sqf, the presenting Office Lease Renewal has the rent rate from \$3.50-\$4.00/sqf.

Commissioner Michelson revealed a sublease possibility at the Sequoia Health Care District's current location in Redwood City with approximate \$4,000/month; the sublease will become available in the next 12 months. Committee members were interested to explore this cost saving option before making the lease decision. Committee members did not take any action on the Lease Renewal.

Kitty Lopez will find more information of the sublease, the rent, future rate, and office square footage for further evaluation and decisions of the Commissioners by the July 25, 2016 Commission Meeting.

Committee members suggested retaining the Office Lease Renewal Agenda for the Commission Meeting Agenda with option to remove the Agenda item at the Commission Meeting if new finding presents a viable sublease opportunity.

8. Adjournment

Commissioner Michelson adjourned the meeting at 9:55 A.M.

DATE: September 12, 2016
TO: First 5 San Mateo County Finance and Administration Committee
FROM: Kitty Lopez, Executive Director
RE: Review and Recommend Approval of the FY 2015-2016 Budget Close-Out at the September 26, 2016 Commission Meeting

ACTION REQUESTED

Review and Recommend Approval of the FY 2015-2016 Budget Close-Out at the September 26, 2016 Commission Meeting

BACKGROUND

- At the May 18, 2015 Commission Meeting, Commission approved F5SMC FY 2015-2016 Budget.
- In February 22, 2016 Commission Meeting, Commission approved F5SMC FY 2015-2016 Revised Budget.

FY 2015-2016 BUDGET CLOSE-OUT HIGHLIGHTS

- The FY 2015-2016 Budget Close-Out is presented in detail in **Attachments 3A** and **3B** and some key Budget Close-Out highlights are presented in the table below:

FY 2015-2016 BUDGET CLOSE-OUT HIGHLIGHTS (July 1, 2015 – June 30, 2016)	
REVENUE	<ul style="list-style-type: none"> • Interest Revenue (\$136K) produces a positive variance of 25% or \$27K higher than the planned budget as a result of higher interest earning rate in the County investment pool. • Prop 10 Tax Revenue (\$6,097K) produces a positive variance of 5% or \$315K higher than the planned budget due to an adjusted declining rate of the Prop 10 Tax Revenue Projections by the State Department of Finance, which was previously projected in a more conservative approach. • Additional revenue streams (\$508K) from various grants: Child Signature Program 3 (\$198K), IMPACT (\$20K), Race to the Top (\$269K) and SDI/Work Comp Refunds (\$19.5K) • Total Actual Revenues of \$6,741K represents a positive variance of 5% or \$331K higher than the planned budget.
EXPENDITURES	<ul style="list-style-type: none"> • Total Program Expenditures (\$6,449K) produce a positive variance of 15% or \$1,146K below the planned budget. Major contributions to this positive variance are associated with underspending in various grants at the beginning of new funding cycle and the temporary delayed execution of various programs (Online Grant Management Systems, Big Data Project, IMPACT) • Total Administrative Expenditures (\$1,041K) produce positive variance of 14% or \$170K below the planned budget. Major contributions to this positive variance are associated with underspending in the Professional Services, salary savings, and administrative cost savings in various areas. • Total Expenditures of \$7,491K represents a positive variance of 15% or \$1,317K below the planned budget.

ENDING FUND BALANCE	<ul style="list-style-type: none">• FY 2015-2016 Ending Fund Balance of \$15,845K represents a positive variance of 12% or \$1,647K higher than the Ending Fund Balance of the planned budget.
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RECOMMENDATION

Review and Recommend Approval of the FY 2015-2016 Budget Close-Out at the September 26, 2016 Commission Meeting

FISCAL IMPACT

None

FY 15-16 BUDGET CLOSE-OUT (as of June 30, 2016)

Benchmark YTD Percentage :100%

	FY15-16 REVISED BUDGET	YTD ACTUALS	YTD ACCRUALS*	FY15-16 Budget Close-Out	FY15-16 Budget Close- Out versus Revised Budget %	NOTES
REVENUE						
FUND BALANCE (Beginning)	\$ 16,594,997	\$ 16,594,997		\$ 16,594,997	100%	Adjusted Beginning Fund Balance to \$16,594,997 as per the FY14-15 Audit Report.
Interest	108,668	136,034	-	136,034	125%	Higher interest earning rate in the county investment pool than previously projected.
Tobacco Tax - Prop 10	5,782,637	5,001,502	1,096,097	6,097,599	105%	Higher Prop 10 Tax disbursements are associated with an adjusted Prop 10 Tax declining rate by the State Department of Finance, which was previously projected in a more conservative approach.
F5CA Funds - CSP 3	63,833	154,764	44,134	198,898	312%	\$44K are Q3 & Q4'16 Revenue accruals. Include previous year grant payments.
IMPACT Grant	172,763	-	20,075	20,075	12%	\$20K is Revenue accruals. IMPACT revenue is low due to delayed execution of the IMPACT Grant until May'16.
Wellness Grant	-	794	-	794	0%	Wellness Grant Reward
Race to the Top Grant	271,162	97,097	171,905	269,002	99%	\$171K are Q3 & Q4'16 Revenue accruals.
Miscellaneous Reimbursements	11,783	19,465	-	19,465	165%	SDI and Workers Comp refund payments.
TOTAL REVENUE	\$ 6,410,846	\$ 5,409,656	\$ 1,332,210	\$ 6,741,867	105%	Positive variance due to higher Prop 10 and Interest Revenue disbursements in the fiscal year.
TOTAL AVAILABLE FUNDS	\$ 23,005,843	\$ 22,004,653	\$ 1,332,210	\$ 23,336,864		
APPROPRIATIONS						
1. PROGRAMS						
Family Engagement	1,695,638	1,600,747	-	1,600,747	94%	
Kit for New Parent KNP (KNP)	41,000	33,380	-	33,380	81%	Include in the \$44K budget is \$10K of personnel cost for the KNP building and distribution; said personnel cost is reported under the
Child Health & Development	1,864,935	1,737,622	-	1,737,622	93%	
Early Learning	1,927,508	1,587,170	-	1,587,170	82%	Underspending in the first year of EQ+P grant execution
Early Learning - Regional Cost Sharing	33,000	27,665	-	27,665	84%	
Child Signature Programs 3	63,833	63,833	-	63,833	100%	CSP3 grant ends 6-30-2016
Race on the Top - SMC ED	258,156	258,453	-	258,453	100%	RTT grant ends 6-30-2016
IMPACT Grant	107,000	9,351	-	9,351	9%	Delayed execution of the IMPACT grant until May'2016.
Policy Advocacy, Communications & Systems Change	525,000	183,014	-	183,014	35%	Delayed execution of the Big Data and the Persimmony projects and the fiscal year budgets of the Communication Consultation contract and the Pre K to 3rd projects were lower than initial planned budgets.
Program Salary & Benefits	296,155	288,938	-	288,938	98%	Saving due to staff on medical leave and staff resignation.

	FY15-16 REVISED BUDGET	YTD ACTUALS	YTD ACCRUALS*	FY15-16 Budget Close-Out	FY15-16 Budget Close- Out versus Revised Budget %	NOTES
Evaluation	-	-	-	-	0%	-
Evaluation - Salaries & Benefits	141,914	136,957	-	136,957	97%	Evaluation Specialist 's salary and benefits
Family Engagement - Cycle 2	13,829	5,226	-	5,226	38%	Cycle 2 contract ends.
Early Learning - Cycle 2	488,027	428,918	-	428,918	88%	Cycle 2 contract ends.
Evaluation - Cycle 2	140,456	88,325	-	88,325	63%	Commission approved Evaluation funding re-allocation to be used in various Evaluation contracts in the coming years.
TOTAL PROGRAM APPROPRIATIONS	\$ 7,596,451	\$ 6,449,598	\$ -	\$ 6,449,598	85%	Positive variances due to delayed execution of the IMPACT grant, various contracts of Communication and System Changes, and underspending in Evaluation and various grants at the beginning of the new funding cycle.
2. ADMINISTRATIVE						
		-	-	-		
Salaries and Benefits	\$ 801,116	729,856	-	729,856	91%	Under spending due to staff on FMLA, Work Comp.
Services and Supplies						
Outside Printing & Copy Svc	4,000	1,262	-	1,262	32%	Fund is budgeted for printing of the strategic plan or marketing materials.
General Office Supplies	9,400	7,505	-	7,505	80%	Delayed purchase of work station ergonomic improvements till upcoming office re-layout under the new lease amendment.
Photocopy Lease & Usage	2,500	1,846	-	1,846	74%	
Computer Supplies	14,000	4,943	-	4,943	35%	Saving from the use of a ISD leased server.
County Memberships - (e.g. F5 Assn Dues)	24,300	22,831	-	22,831	94%	
Auto Allowance	11,000	10,925	-	10,925	99%	ED mileage allowance.
Meetings & Conference Expense	11,000	10,743	-	10,743	98%	
Commissioners Meetings & Conference Exp	960	5,926	-	5,926	617%	This line has been under budgeted in the last two years with SMCOE' s free conference room for regular Commission Meeting. The overspending is associated with two emerging Commission Retreat Meetings, that was not initially in the planned budget.
Other Business Travel expense	3,200	3,987	-	3,987	125%	Major costs associated with staff travel expenses to the F5CA Staff Summit (\$2.3K) and the increasing staff local travel expenditures (totaling \$1.6K) associating with the new IMPACT grant planning.
Dept. Employee Training Expense	5,000	1,665	-	1,665	33%	-
Other Professional Services	90,000	34,102	-	34,102	38%	Savings in Family Engagement ITN and a place holder of possible new revenue sources funding.
Sub Total - Services & Supply	\$ 175,360	\$ 105,736	\$ -	\$ 105,736	60%	Positive variances due to under spending in Professional Services, Staff Training and Development, and saving from a leased server from ISD.

	FY15-16 REVISED BUDGET	YTD ACTUALS	YTD ACCRUALS*	FY15-16 Budget Close-Out	FY15-16 Budget Close- Out versus Revised Budget %	NOTES
Other Charges						
Telephone Service Charges	3,600	3,729	-	3,729	104%	Automated Services and Telephone Services are an combined budget relating to county ISD services.
Automation Services - ISD	38,900	24,034	-	24,034	62%	Automated Services and Telephone Services are an combined budget relating to county ISD services.
Annual Facilities Lease	90,000	88,252	-	88,252	98%	
General Liability Insurance	7,200	5,885	-	5,885	82%	
Official Bond Insurance	300	205	-	205	68%	
Human Resources Services	5,350	3,769	-	3,769	70%	Annual license fee for County Learning Management System and staff professional development training.
Countywide Security Services	500	430	-	430	86%	Annual Countywide Security Charges
All Other Service Charges	41,000	34,878	-	34,878	85%	
A-87 Expense	48,000	44,744	-	44,744	93%	
Sub Total - Other Charges	234,850	205,926	-	205,926	88%	Positive variances due to under spending in various lines.
TOTAL ADMINISTRATIVE APPROPRIATIONS	\$ 1,211,326	\$ 1,041,518	\$ -	\$ 1,041,518	86%	Positive variances due to under spending in various line items.
Administrative Cost %	14%	14%		14%		
TOTAL APPROPRIATIONS	\$8,807,777	\$7,491,115	\$0	\$7,491,115	85%	Positive variances due to under spending in various grants, Policy Advocacy, Communication, and System Changes, Evaluation line items, and various Administrative line items.
FUND BALANCE (ENDING)	\$14,198,066	\$14,513,538	\$1,332,210	\$15,845,748	112%	Positive variances due to higher Prop 10 Tax Revenue and Interest Revenue disbursements, and under spending in both Program and Admin Appropriations.
		-	-	-		
70% Program S&B	296,155	288,938	-	288,938	98%	
Evaluation Staff	141,914	136,957	-	136,957	97%	
Admin Staff and 30% Program S&B	801,116	729,856	-	729,856	91%	
Total Salaries and Benefits	\$ 1,239,185	\$ 1,155,751	\$ -	\$ 1,155,751	93%	Positive variances due to savings associated with staff on FMLA and Worker Compensation, and staff resignation replacement.
SID and Workers Comp Payments	(11,783)	(19,465)	-	(19,465)		
Net Salary and Benefits	\$ 1,227,402	\$ 1,136,286	\$ -	\$ 1,136,286	93%	0

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REVENUE						
FUND BALANCE (Beginning)	\$ 16,594,997	\$ 16,594,997	\$ -	\$ 16,594,997	100%	Adjusted Beginning Fund Balance to \$16,594,997 as per the FY14-15 Audit Report.
Interest	108,668	136,034	-	136,034	125%	Higher interest earning rate in the county investment pool than previously projected.
Tobacco Tax - Prop 10	5,782,637	5,001,502	1,096,097	6,097,599	105%	Higher Prop 10 Tax disbursements are associated with an adjusted Prop 10 Tax declining rate by the State Department of Finance, which was previously projected in a more conservative approach.
F5CA Funds - CSP3	63,833	154,764	44,134	198,898	312%	\$44K are Q3 & Q4'16 Revenue accruals. Include previous year grant payments.
IMPACT grant	172,763	-	20,075	20,075	12%	\$20K is Revenue accruals. IMPACT revenue is low due to delayed execution of the IMPACT Grant until May'16.
Wellness Grant	-	794	-	794		Wellness Grant Reward
Race to the Top Grant	271,162	97,097	171,905	269,002	99%	\$171K are Q3 & Q4'16 Revenue accruals.
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TOTAL REVENUE	6,410,846	5,409,656	1,332,210	6,741,867	105%	Positive variance due to higher Prop 10 and Interest Revenue disbursements in the fiscal year.
TOTAL AVAILABLE FUNDS	23,005,843	22,004,653	1,332,210	23,336,864		
APPROPRIATIONS						
1. PROGRAMS						
Family Engagement	1,695,638	1,600,747	0	1,600,747	94%	-
Kit for New Parent KNP (KNP)	41,000	33,380	0	33,380	81%	Include in the \$44K budget is \$10K of personnel cost for the KNP building and distribution; said personnel cost is reported under the agency' s salary and benefit costs.
Child Health & Development	1,864,935	1,737,622	0	1,737,622	93%	-
Early Learning	1,927,508	1,587,170	0	1,587,170	82%	Underspending in the first year of EQ+P grant execution
Early Learning - Regional Cost Sharing	33,000	27,665	0	27,665	84%	-
Child Signature Programs 3	63,833	63,833	0	63,833	100%	CSP3 grant ends 6-30-2016
Race on the Top - SMC ED	258,156	258,453	0	258,453	100%	RTT grant ends 6-30-2016
IMPACT Grant	107,000	9,351	0	9,351	9%	Delayed execution of the IMPACT grant until May'2016.
Policy Advocacy, Communication	525,000	183,014	0	183,014	35%	Delayed execution of the Big Data and the Persimmony projects and the fiscal year budgets of the Communication Consultation contract and the Pre K to 3rd projects were lower than initial planned budgets.
Program Salary & Benefits	296,155	288,938	-	288,938	98%	Saving due to staff on medical leave and staff resignation.
Evaluation	-	0	0	0		-
Evaluation - Salaries & Benefits	141,914	136,957	-	136,957	97%	Evaluation Specialist' s salary and benefits
Cycle 2 contracts and grants	642,312	522,469	0	522,469	81%	Cycle 2 contract ends.
TOTAL PROGRAM APPROPRIATIONS	\$ 7,596,451	\$ 6,449,598	\$ -	\$ 6,449,598	85%	Positive variances due to delayed execution of the IMPACT grant, various contracts of Communication and System Changes, and underspending in Evaluation and various grants at the beginning of the new funding cycle.
2. ADMINISTRATIVE						
Salaries and Benefits	\$ 801,116	\$ 729,856	\$ -	\$ 729,856	91%	Under spending due to staff on FMLA, Work Comp.
Sub Total - Services & Supply	\$ 175,360	\$ 105,736	\$ -	\$ 105,736	60%	Positive variances due to under spending in Professional Services, Staff Training and Development, and saving from a leased server from ISD.
Sub Total - Other Charges	\$ 234,850	205,926	-	205,926	88%	Positive variances due to under spending in various lines.
TOTAL ADMINISTRATIVE APPROPRIATIONS	\$ 1,211,326	\$ 1,041,518	\$ -	\$ 1,041,518	86%	Positive variances due to under spending in various line items.
Administrative Cost %	14%	14%		14%		
TOTAL APPROPRIATIONS	\$ 8,807,777	\$ 7,491,115	\$ -	\$ 7,491,115	85%	Positive variances due to under spending in various grants, Policy Advocacy, Communication, and System Changes, Evaluation line items, and various Administrative line items.
FUND BALANCE (ENDING)	\$ 14,198,066	\$ 14,513,538	\$ 1,332,210	\$ 15,845,748	112%	Positive variances due to higher Prop 10 Tax Revenue and Interest Revenue disbursements, and under spending in both Program and Admin Appropriations.

Total Salaries and Benefits	\$ 1,239,185.00	\$ 1,155,751	\$ -	\$ 1,155,751	93%	Positive variances due to savings associated with staff on FMLA and Worker Compensation, and staff resignation replacement.
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Date: September 12, 2016
To: First 5 San Mateo County Finance and Administration Committee
From: Kitty Lopez, Executive Director
Re: Review and Recommend Approval of Contract with VIVA Strategy and Communications for the QRIS Communications Consultation Services in the Amount of \$75,000, Contract Term from October 1, 2016 to June 30, 2017

ACTION REQUESTED

Review and Recommend Approval of Contract with VIVA Strategy and Communications for QRIS Communications Consultation Services in the Amount of \$75,000, Contract Term from October 1, 2016 through June 30, 2017

BACKGROUND

At its October 2014 meeting, the First 5 San Mateo County (F5SMC) Commission approved the Strategic Planning Implementation Plan (SPIP) for the 2015-2020 Strategic Plan, which includes proposed activities slated for rollout as well as their annual allocation by activity. The SPIP includes an activity in the Early Learning focus area intended to “Increase parents’ understanding of the importance of quality care environments, and their knowledge and ability to choose quality care”. Activities may include: supporting the creation of a publically available and user-friendly online directory of early learning program quality ratings. The Commission approved an allocation of \$300,000 over fiscal years 2016-17 and 2017-18 (Line 10 - SPIP) for the Strengthen Understanding of High Quality Early Learning Settings activity.

The remaining budget allocation for this Early Learning activity (Line 10 – SPIP) is \$125,000 will be utilized toward branding and communications materials (i.e. brochures, provider marketing materials etc. Overall QRIS communication efforts are being leveraged through F5CA IMPACT (i.e. web-site redesign, parent focus groups, etc.)

OVERVIEW

San Mateo County has made a significant investment in its early learning system through the development of a quality rating and improvement system (QRIS). F5SMC and early learning partners SMCOE, 4Cs. and the Child Care Partnership Council have developed a strong QRIS infrastructure and programming. The next phase is to clearly communicate QRIS opportunities to educators, parents, and other key stakeholders as well as publish QRIS quality ratings in the spring of 2017. The requirement to publish ratings poses a significant opportunity for outreach to parents, educators and the community around quality early learning and the QRIS effort. Effective communications will be essential fully achieving the goals of QRIS and to communicate ratings in a clear and meaningful way.

Additionally, San Mateo County’s early learning system is a collaborative effort composed of many partners and initiatives. In order to ensure that QRIS communications are aligned with local initiatives and effectively use local resources, and that all entities are communicating about QRIS consistently, it is important that all partners understand how QRIS intersects with other early learning efforts, recognize their role within the larger system of quality improvement, and understand QRIS communications goals and strategies.

VIVA'S UNIQUE AND SOLE SOURCE QUALIFICATIONS

VIVA's QRIS consulting team has cultivated a unique expertise in QRIS and built capacity to design coordinated and integrated systems for quality early learning and to communicate effectively about QRIS to key audiences. In addition to consultation outside California, VIVA has worked extensively with counties across the state to design, implement, and communicate about county and regional QRISs. To date, they have provided strategic design and communications support in 10 of the 17 Race to the Top Consortia (RTT) over the past four years. VIVA's QRIS clients include Orange, Santa Barbara, Alameda, Monterey, Santa Clara, San Bernardino, Riverside, Los Angeles, and Fresno counties. In addition, VIVA has provided strategic consultation to the Bay Area Regional QRIS Partnership since 2012, which includes San Francisco, Alameda, Contra Costa, Santa Clara, Santa Cruz, and San Mateo Counties.

At the state level, VIVA has provided consultation to the First 5 Association and regularly collaborates with First 5 California. As part of VIVA's QRIS work, VIVA staff have attended every California Department of Education Early Education and Support Division (CDE-EESD) Consortia meeting for RTT since inception (2012) and have in-depth understanding of California's QRIS.

At the national level, VIVA Managing Partner Christina Bath Collosi participated in an invitation only June 2016 National QRIS Think Tank in Washington D.C. This was convened by the BUILD Initiative and included 25 thought leaders across the country to discuss public policy, financing, and QRIS systems development. Christina was one of only two California invited participants; the second was Camille Maben, Executive Director First 5 CA. At the think tank, Christina Bath Collosi was a speaker for the focused study "Elevating QRIS Communications: Building Effective Messaging Frames for Policy Audiences." Christina also presented at the national QRIS conference in July 2016 for the session "QRIS Communications: Advocacy Frameworks."

Additionally, VIVA is very familiar with San Mateo County's QRIS efforts, having facilitated the inclusion of San Mateo as a Bay Area Region QRIS mentee for California's Early Learning Race to the Top Early Learning Challenge Grant (RTT). This work occurred between 2014-2016 and included leadership support, onboarding to RTT including preparing local partners to rate a program with the RTT matrix and implementation guide, and a national QRIS communications scan. In addition to regional and local QRIS consultation to First 5 San Mateo County and its partners, VIVA has a long history of working successfully with the Commission on a range of projects, including the 2015-2020 Strategic Plan.

VIVA PROJECT BUDGET AND SCOPE OF WORK

The following is an overview of the proposed project budget and scope of work for VIVA. For the QRIS Communications Consultation Services **Contract, Scopes of Work, Budget Request and Budget Narrative Forms**, see **Attachments 4B and 4A1 and 4B1**

The desired outcomes of the project are to: develop a document of common understanding of the integrated systems that support QRIS implementation; develop a strategic communications plan to support QRIS communications and orientation of key communicators to the plan, and communications strategies and execution support for priority communications needs. VIVA's consultation will include:

Scope of Work and Budget Synopsis		
<p>Developing a memorandum of common understanding that helps San Mateo County's early learning partners understand the integrated systems that support QRIS implementation, QRIS key messages, the roles of each agency within this larger context, and the guiding principles for making foundational decisions.</p> <p>2. Leading a communications planning process, including background research, four focus groups, and approximately 3 internal planning sessions. The process will result in a strategic QRIS communications plan for San Mateo County that establishes communications goals, audiences, objectives, key messages, and communications strategies.</p> <p>3. Leading the development of a QRIS brand identity, including developing a strategic brand platform, creating a name, and managing a sub-contractor to design a logo and develop a brand style guide. Includes approximately 3 internal meetings.</p> <p>4. Other communications support as desired, including updating the First 5 California IMPACT Evaluation Notice to add clarity.</p>		
<p>Communications Plan</p> <ul style="list-style-type: none"> ● 3 planning sessions ● 4 focus groups ● Development of communications plan including goals, audiences, objectives, key messages, and communications strategies <p>October - December</p>	<p>October - December 2016</p>	\$75,000
<p>Common Understanding Document/MOU</p> <ul style="list-style-type: none"> ● 1 planning session ● Document development ● Executive summary or infographic 	<p>October - November 2016</p>	
<p>Brand Identity</p> <ul style="list-style-type: none"> ● 3 planning sessions) <p>(includes</p> <ul style="list-style-type: none"> ● Brand platform ● Name and Logo ● Style Guide 	<p>December 2016 - February/March 2017</p>	
<p>Communications Related Coordination, Facilitation, and Other Support</p> <ul style="list-style-type: none"> ● Evaluation notice ● Communications Coordination with First 5, local partners, and Bay Area Region ● Other facilitation and support as needed 	<p>Ongoing</p>	

FISCAL IMPACT

No impact. The recommended contract award for the **QRIS Communications Consultation Services** to VIVA Strategy and Communications is in accordance with the approved funding allocations of the SPIP and the Long Term Financial Plan.

ACTION REQUESTED

Review and Recommend Approval of Contract with VIVA Strategy and Communications for QRIS Communications Consultation Services in the Amount of \$75,000, Contract Term from October 1, 2016 through June 30, 2017

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**AGREEMENT BETWEEN
FIRST 5 SAN MATEO COUNTY
AND
INDEPENDENT CONTRACTOR
VIVA STRATEGY + COMMUNICATIONS
(QRIS Communications Consultation)**

This **QRIS Communications Consultation** Agreement (the "Agreement") is entered into **October 1, 2016**, by and between First 5 San Mateo County ("F5SMC" or the "Commission") and Viva Strategy + Communications (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 developing a communications plan for San Mateo County QRIS, facilitation local planning meetings, leading QRIS branding process to First 5 San Mateo County in San Mateo County, California.

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
- Attachment A-1 – Detailed Scope Of Work
- Attachment B-1 – Detailed Budget Request

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 **October 1, 2016 to June 30, 2017**. 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 **SEVENTY FIVE THOUSAND DOLLARS (\$75,000)**.

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 **QRIS Communications Consultation** Services to F5SMC Agreement.

VIVA STRATEGY + COMMUNICATIONS
1580 Laurel Street, Suite A
San Carlos, CA 94070

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

Signature

Commission Chair

Date

Date

19540-6263

Contractor's Tax ID Number

Budget Unit

**AGREEMENT BETWEEN
FIRST 5 SAN MATEO COUNTY
AND
INDEPENDENT CONTRACTOR
VIVA STRATEGY + COMMUNICATIONS
(QRIS Communications Consultation)**

EXHIBIT A

SCOPE OF WORK

I. Introduction

Pursuant to the Agreement for services between **Viva Strategy + Communications** effective **October 1, 2016**, 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 **October 1, 2016** to **June 30, 2017**.

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

VIVA Strategy + Communications will provide QRIS Communications Consultation to First 5 San Mateo County for the following desired outcomes:

- 1) Document of common understanding of the integrated systems that support QRIS Implementation.
- 2) Strategic communications plan to support QRIS communications and orientation of key communicators to the plan and communications strategies.
- 3) Execution support for priority communications needs.

**AGREEMENT BETWEEN
FIRST 5 SAN MATEO COUNTY
AND
INDEPENDENT CONTRACTOR
VIVA STRATEGY + COMMUNICATIONS
(QRIS Communications Consultation)**

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 **SEVENTY FIVE THOUSAND DOLLARS (\$75,000)** for the Agreement term of **October 1, 2016 to June 30, 2017**. The Commission shall pay contractor for actual Services performed in accordance with approved budget (see Attachment B-1). 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
VIVA STRATEGY + COMMUNICATIONS
(QRIS Communications Consultation)**

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
VIVA STRATEGY + COMMUNICATIONS
(QRIS Communications Consultation)**

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.

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Project Desired Outcomes

VIVA’s understanding of the desired outcomes of this engagement are:

1. Document of common understanding of the integrated systems that support QRIS implementation.
2. Strategic communications plan to support QRIS communications and orientation of key communicators to the plan and communications strategies.
3. Execution support for priority communications needs.

Project Description

In order to support the above desired outcomes, VIVA’s consultation will include:

1. **Developing a memorandum of common understanding** that helps San Mateo County’s early learning partners understand the integrated systems that support QRIS implementation, QRIS key messages, the roles of each agency within this larger context, and the guiding principles for making foundational decisions.
2. **Leading a communications planning process**, including background research, four focus groups, and approximately 3 internal planning sessions. The process will result in a strategic QRIS communications plan for San Mateo County that establishes communications goals, audiences, objectives, key messages, and communications strategies.
3. **Leading the development of a QRIS brand identity**, including developing a strategic brand platform, creating a name, and managing a sub-contractor to design a logo and develop a brand style guide. Includes approximately 3 internal meetings.
4. **Other communications support as desired**, including updating the First 5 California IMPACT Evaluation Notice to add clarity.

Scope of Work

<i>Proposed VIVA Support</i>	<i>Timing</i>	<i>Budget Estimate</i>
Communications Plan <ul style="list-style-type: none"> • 3 planning sessions • 4 focus groups • Development of communications plan including goals, audiences, objectives, key messages, and communications strategies 	October - December 2016	\$34,875

<p>Common Understanding Document/MOU</p> <ul style="list-style-type: none"> • 1 planning session • Document development • Executive summary or infographic 	<p>October - November 2016</p>	<p>\$14,500</p>
<p>Brand Identity</p> <ul style="list-style-type: none"> • 3 planning sessions • Brand platform • Name and Logo • Style Guide 	<p>December 2016 - February 2017</p>	<p>\$22,400 (includes subcontractor; see below)</p>
<p>Communications Related Coordination, Facilitation, and Other Support</p> <ul style="list-style-type: none"> • Evaluation notice • Communications Coordination with First 5, local partners, and Bay Area Region • Other facilitation and support as needed 	<p>Ongoing</p>	<p>\$3,225</p>

BUDGET REQUEST

Consultation Budget

Staff Member	Hourly Rate	Total Hours	Total
Laura Bowen, Communications Manager	\$150	206.5	\$30,975
Annalise Stromsta, Communications	\$125	160	\$20,000
Karina Rivera, Senior Associate Consultant	\$125	25	\$3,125
Sabina Tarnowka, Associate Consultant	\$115	55	\$6,325
Christina Collosi, Managing Partner	\$185	20	\$3,700
<i>Total Consultation Budget</i>			\$64,125

Expenses Budget

Item	Budget
Mileage and Food Reimbursements	\$275
Logo Design, SonnySide Up	\$10,000
Printing	\$150
Spanish focus group facilitation	\$450
<i>Total Expenses Budget</i>	\$10,875

Total Budget for Scope of Work	\$75,000
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