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Growing Children, One by One...

MEMO

TO: Commissioners

FROM: Rick Alford, Contracts & Evaluation Coordinator

DATE: September 30, 2011

RE: Healthy Kids Healthy Future and Retired Annuitant

BACKGROUND:

Healthy Kids Healthy Future (HKHF) is a 501(c) 3 organization established by five counties in the Sacramento Region. The HKHF Board consists of membership from Placer, El Dorado, Colusa, Sacramento and Yuba First 5 Children and Families Commissions. The Board has at least two representatives from each county, one of which must be from the local Children's Health Initiative. The role of the board is to ensure that children in the region have access to health coverage. The Board is currently in the process of reorganizing to:

- Apply for funding opportunities for federal dollars for health coverage for children.
- Continue to provide health care coverage funding for children from birth through age 5.
- Continue to provide health care coverage funding for children from 6 to 18 years.

DISCUSSION:

At the June 13, 2011 Commission meeting, Commissioners approved staff contracts for FY 2011-12, including contracting with Steven M. Thaxton, PhD., Executive Director, as a Retired Annuitant (RA) to represent First 5 El Dorado on the HKHF Board. The RA position was approved at \$8,185 for FY 2011-12. Since the June Commission meeting, the HKHF Executive Director has resigned her position. The HKHF Board has requested that Dr. Thaxton serve as interim Director to assist the Board in reorganization. HKHF Board Members will consider reorganization with a decision made about the organization's future by February 2012. If HKHF continues to operate beyond February 2012, a new HKHF Executive Director will be hired, allowing Dr. Thaxton to aid in the transition and represent First 5 El Dorado on the HKHF Board. If approved by the Commission, HKHF could contract with First 5 El Dorado for Dr. Thaxton's services as a retired annuitant (Draft Contract and Scope of Work Attached); this contract would allow the Commission to realize \$8,185 savings in staffing costs during FY 2011-12.

CONCLUSIONS:

Healthy Kids Healthy Future could contract with First 5 El Dorado for the services of an Executive Director effective October 22, 2011 through June 30, 2012. Dr. Thaxton could fulfill the HKHF contract as a First 5 El Dorado Retired Annuitant. First 5 El Dorado would charge HKHF a daily rate of \$468/day for the Retired Annuitant's services, with the total contract amount not to exceed \$16,380. The FY 2011-12 Commission Budget would need to be revised to reflect the additional revenue and expenditures generated by this contract.

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Agreement between First 5 El Dorado Children and Families Commission and Healthy Kids, Healthy Future

This agreement is made and entered into as of October 22, 2011 by and between Healthy Kids Healthy Future ("HKHF"), a 501c(3) and First 5 El Dorado Children and Families Commission (F5ElDorado).

F5 El Dorado agrees to assign Steven M. Thaxton ("Employee") to complete the activities described in the Scope of Work (Attachment I) on behalf of HKHF through this agreement. F5 El Dorado agrees to support Employee with all equipment and supplies necessary to complete the activities described in the Scope of Work.

1. Time of Performance: This project shall begin on October 22, 2011 and shall end on or before June 30, 2012.
2. Compensation for services shall be paid to F5 El Dorado on a monthly basis. The total amount of this Agreement shall not exceed \$16,380. F5 El Dorado shall invoice HKHF monthly by the second Friday of each month for the work performed by Employee on behalf of HKHF during the preceding month.
3. Costs such as additional travel, mileage, and meeting expenses must be approved in advance by the HKHF Executive Committee and Board and by F5 El Dorado. Additional travel and meeting expenses are not anticipated and may occur if there is a direct benefit to HKHF, i.e. new funding opportunities.
4. All plans, studies, documents and other writings prepared by Employee in the performance of this Agreement shall be the sole property of HKHF. This includes any documentation from outside sources such as consultants and other contracted entities.
 - F5 El Dorado shall maintain any and all ledgers, books of accounts, invoices, vouchers, cancelled checks and other records or documents evidencing or relating to charges for services, or expenditure and disbursement charged to HKHF for the duration of the Agreement.
 - F5 El Dorado shall maintain all documents and records, which demonstrate the work performed by Employee on behalf of HKHF under this Agreement for the duration of this Agreement.
 - Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at anytime during regular business hours, upon written request by either party or its representatives or agents. Copies of such documents shall be made available for inspection at the office of the requesting agency when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the address where services have been performed.
5. The Employee is employed by F5 El Dorado and assigned to HKHF for the duration of this Agreement. The Employee waives any claims to direct payment from HKHF for work performed under this Agreement.
6. F5 El Dorado and Employee do not have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this

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Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of the Employee's services.

7. The Employee shall be covered by the insurance provided by F5 El Dorado for all employees.
8. The Employee shall use the standard of care in the profession to comply with all applicable federal, state and local laws, codes ordinances and regulations.
9. Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc shall be addressed to the other party at the addresses set forth herein. Either party may change the address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing as provided in this section. Principal names and addresses are identified in this Agreement under Notices.
10. This agreement constitutes the complete and exclusive statement of the Agreement between HKHF and F5 El Dorado. All prior written and oral communications including draft correspondence, memoranda, and representations are superseded by this Agreement.
11. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving the Agreement, it shall not be necessary to produce or account for more than one such counterpart.
12. This Agreement may be terminated immediately for cause or by either party without cause upon thirty (30) days' written notice of termination. Upon termination, F5 El Dorado shall be entitled to compensation for services performed by Employee up the effective date of termination.
13. Time is of the essence for every provision in this Agreement.
14. If any part of any provision of this Agreement is held to be invalid, void or unenforceable the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.
15. This Agreement may be modified or amended only by a written document executed by both parties.
16. To the fullest extent allowed by law, HKHF shall defend, indemnify and hold F5 El Dorado and its officers, employees, agents, and representatives harmless against and from any and all claims, suits, losses, demands, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, or damage to any property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with services, operations or performance hereunder, caused by negligence. This duty to indemnify and save harmless expressly includes the duties to defend set forth in California Civil Code section 2775. HKHF shall give F5 El Dorado prompt

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written notice of any such demand, claim or suit against it, and F5 El Dorado shall have the right to compromise or defend the same to the extent of its own interest.

To the fullest extent allowed by law, F5 El Dorado shall defend, indemnify, and hold HKHF, and its officers, employees, agents, and representatives harmless against and from any and all claims, suits, losses, demands, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, damage to any property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with services, operations or performance hereunder, caused by negligence. This duty to indemnify and save harmless expressly includes the duties to defend set forth in California Civil Code section 2775. F5 El Dorado shall give HKHF prompt written notice of any such demand, claim or suit against it, and HKHF shall have the right to compromise or defend the same to the extent of its own interest.

17. All attachments referred to are incorporated and made a part of this Agreement

18. NOTICES:

Notices shall be given to F5 El Dorado at the following address:

First 5 El Dorado
2776 Ray Lawyer Drive
Placerville, CA 95667

Notices shall be given to HKHF at the following address:

Healthy Kids Healthy Future
1331 Garden Highway
Sacramento, CA 95833

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

APPROVED BY:

Commissioner
First 5 El Dorado

Date

Commissioner
First 5 El Dorado

Date

Kathleen Walker
Assistant Director, First 5 El Dorado

Date

Kirsten Rogers
Chair, Healthy Kids, Healthy Future Board

Date

Scope of Work: F5 El Dorado Retired Annuitant on assignment with Healthy Kids Healthy Future

1. Coordination and Oversight of Outreach and Application Assistance (2 hours monthly)
Prepare agenda and conduct county Local Program Administrative Meetings in conjunction with Board Chair
2. Oversight of Eligibility Determination, Enrollment and Renewal (4 hours monthly)
Monitor a disenrollment process through natural attrition and unscheduled disenrollment's to ramp down the HK program and close premium operations
Maintain information systems to track applications, eligibility determination, renewal, enrollments and disenrollments.
Oversee the retention and date transfer and storage of Healthy Kids membership from TESS for the region and each county.
3. Program Evaluation (1 hour monthly)
Assess utilization reports from health plans
Develop end of program report which outlines successes, challenges, impacts.
4. HKHF Board Supports and Strategic Planning (4 hours per month)
Assist with development of board agendas and packet for remaining board meetings;
Coordinate meetings with the Executive committee prior to board meeting to discuss and finalize agenda
Coordinate final Strategic Plan for HKHF
5. Community Information and Marketing (1 hour per month)
Develop and implement media messaging and communications plan for closure of program
6. Fundraising and Public Relations (hours to be determined)
Proposal writing/ fundraising
Identifying new funding sources
7. Fiscal Management (4 hours per month)
Monitor annual budget with regular reports
Oversee accounting activities
Monitor progress of audit if needed
Monitor bank accounts
Assure that all tax forms are submitted to close program
8. Coordination with Statewide Public Agencies (4 hours per month)
Participate in the Ca Coverage and Health Initiative Association with Chair if needed
Participate in Covering Kids and Families Statewide Coalition Committees if needed
Participate in Sierra Health Foundation's Health Workgroups if directed by the Board
9. Management and Performance Reporting (6 hours per month)
Supervise Administrative Assistant
Coordinate external consultant for Strategic Planning Report
Meet with and report to funders

Estimated Cost:

\$16,380 - 4.5 days/month for a total of 35 days at \$468/day from October 22, 2011 thru June 30, 2012.