

FIRST 5 SACRAMENTO COMMISSION

AGREEMENT  
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Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Budget Requirements

## **AGREEMENT**

THIS AGREEMENT is made and entered into as of this 1<sup>st</sup> day of July, 2007, by and between the FIRST 5 SACRAMENTO COMMISSION, hereinafter referred to as "COMMISSION," and City of Sacramento, a governmental entity, hereinafter referred to as "CONTRACTOR."

### **RECITALS**

WHEREAS, in November 1998 the voters of California passed Proposition 10, the "California Children and Families Act of 1998." Proposition 10 is designed to provide funding for community health care, quality child care and education programs for young children and families, customized to meet local needs;

WHEREAS, in April 1999 the Sacramento County Board of Supervisors established the Sacramento County Children and Families Commission whose mission is to support the healthy development of children prenatal to age five, the empowerment of families and the strengthening of communities. On January 14, 2003, the Sacramento County Board of Supervisors adopted Ordinance No. SCC-1236, that renamed the Children and Families Commission to the First Five Sacramento Commission. On February 28, 2006, the Sacramento County Board of Supervisors adopted Ordinance No. SCC-1321, that renames the First Five Sacramento Commission to First 5 Sacramento Commission;'

WHEREAS, on April 7, 2003 the COMMISSION approved the Strategic Plan Update. This document produced seven new Priority Results addressing fluoridation, school readiness, childcare, breastfeeding, social capital, decrease in injuries and deaths, and medical home. Of these seven priority results, medical home was identified as:

- ♦ Priority Result Area #7: Increase the number of children enrolled in a medical home that ensures access to coordinated health, dental, mental health and other related services.

WHEREAS, on July 21, 2003 the COMMISSION approved the Implementation Plan Framework for FY 2004/05 through FY 2006/07 and allocated \$10 Million to implement the Priority Result Area #7 of Medical Home;

WHEREAS, on October 6, 2003 the COMMISSION approved an Interim Operational Plan for the Priority Result Area of Medical Home;

WHEREAS, on April 4, 2005 the COMMISSION approved the Cover the Kids by 2006 (CTK'06) Outreach, Enrollment, and Retention Plan;

WHEREAS, on June 6, 2005 the Commission approved the Revised Operational Plan for the Priority Result Area of Medical Home.

WHEREAS, on June 6, 2006, the COMMISSION approved funding the Cover the Kids, City of Sacramento for outreach, enrollment, utilization and retention activities in the "Implementation/Operational Plan" for Fiscal Years 2007/2008 – 2009/2010.

WHEREAS, on May 7, 2007 the COMMISSION authorized and directed its Executive Director to negotiate and execute an expenditure agreement with the Contractor for the three year term of July 1, 2007 to June 30, 2010 in the amount not to exceed \$3,000,000 through Resolution No FFC-2007-0035.

WHEREAS, Contractor's project, Cover the Kids (previously know as Regional Children's Health Project), has the goal to increase the number of children in Sacramento County and the Sacramento Region enrolled in the retained health care programs;

WHEREAS, COMMISSION AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COMMISSION and CONTRACTOR agree as follows:

**1. SCOPE OF SERVICES**

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, *Scope of Services*, which is attached hereto and incorporated herein.

**2. TERM**

This Agreement shall be effective and commence on July 1, 2007 and shall end on June 30, 2010.

**3. SUPLANTATION OF FUNDS**

Proposition 10 funds shall be used exclusively to develop new projects, expand existing programs and/or services or to enhance existing programs and services.

CONTRACTOR shall not utilize Proposition 10 funds to supplant state or local General Fund money for any purpose. If, upon receipt of Proposition 10 funds, CONTRACTOR uses such funds to replace state or federal categorical funds, CONTRACTOR shall demonstrate to the COMMISSION'S satisfaction that such state or federal categorical funds have increased the level of services provided to children 0-5 years of age.

CONTRACTOR shall execute a certification that it has complied with the anti-supplantation requirement stated in Section 30131.4 of the California Tax & Revenue Code. Such certification shall be executed prior to release of Proposition 10 funds and CONTRACTOR shall annually execute such certification as part of the fiscal audit requirement. If COMMISSION determines that supplantation has occurred, CONTRACTOR shall be required to reimburse COMMISSION for all Proposition 10 funds that were used in violation of this Section. Use of Proposition 10 funds in violation of this Section shall be grounds for termination of this Agreement.

**4. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

First 5 Sacramento Commission

Lin Batten, Executive Director  
2750 Gateway Oaks Drive, Suite 330  
Sacramento, CA 95833

City of Sacramento

Cover the Kids

Bonnie Ferreira, Director  
1321 Garden Highway, Suite 200  
Sacramento, CA 95833

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

5. **DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Executive Director of the First 5 Sacramento Commission or his/her designee.

6. **COMPLIANCE WITH LAWS**

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

7. **GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

8. **LICENSES AND PERMITS**

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COMMISSION. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COMMISSION.

9. **PERFORMANCE STANDARDS**

CONTRACTOR shall perform services required under this Agreement in accordance with the professional standards applicable to CONTRACTOR'S services. Work products delivered to the COMMISSION pursuant to this Agreement shall be prepared in a first-class manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession.

10. **OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products of CONTRACTOR provided hereunder shall become the property of COMMISSION and shall be delivered to COMMISSION upon completion of the services authorized hereunder; provided, however, that any capital improvement constructed with funds received from COMMISSION shall be the property of CONTRACTOR. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COMMISSION. COMMISSION recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

11. **PUBLIC STATEMENTS/MATERIALS**

CONTRACTOR shall use COMMISSION'S logo in all media statements, press release(s), statements to the public or printed materials i.e. brochures, newsletters, websites and promotional materials, that are developed to describe and promote COMMISSION funded programs and CONTRACTOR shall indicate on said materials that the program is "Funded by the First 5 Sacramento Commission."

CONTRACTOR shall submit all public statements/materials to the COMMISSION'S Communications and Media Officer or authorized staff for review and approval prior to release to the public. Any exceptions to using the COMMISSION'S logo must be pre-approved by the COMMISSION.

12. **STATUS OF CONTRACTOR**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of COMMISSION. COMMISSION is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent CONTRACTOR, CONTRACTOR hereby indemnifies and holds COMMISSION harmless from any and all claims that may be made against COMMISSION based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COMMISSION as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COMMISSION shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent CONTRACTOR and not an employee of COMMISSION, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a COMMISSION employee, right to act on behalf of COMMISSION in any capacity whatsoever as agent, nor to bind COMMISSION to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other

insurance programs, or entitled to other fringe benefits payable by the COMMISSION to employees of the COMMISSION.

- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this agreement.

13. **CONTRACTOR IDENTIFICATION**

CONTRACTOR shall provide the COMMISSION with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, residence address, telephone number, tax ID or social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

14. **BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COMMISSION: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COMMISSION and its employee organizations. Should any employee or agent of CONTRACTOR seek to obtain such benefits from COMMISSION, CONTRACTOR agrees to indemnify and hold harmless COMMISSION from any and all claims that may be made against COMMISSION for such benefits.

15. **CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

16. **GOOD NEIGHBOR POLICY**

- A. CONTRACTOR shall comply with COMMISSION'S Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:

1. Provision of parking adequate for the needs of its employees and service population;
2. Provision of adequate waiting and visiting areas;
3. Provision of adequate restroom facilities located inside the facility;
4. Implementation of litter control services;
5. Removal of graffiti within seventy-two hours;

6. Provision of control of loitering and management of crowds;
  7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
  8. Participation in area crime prevention and nuisance abatement efforts; and
  9. Undertake such other good neighbor practices as determined appropriate by COMMISSION, based on COMMISSION'S individualized assessment of CONTRACTOR'S facility, services and actual impacts on the neighborhood in which such facility is location.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR'S compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR'S site is located
- E. If COMMISSION finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COMMISSION shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take the necessary corrective action, COMMISSION shall take such actions as are necessary to implement the necessary corrective action. COMMISSION shall deduct any actual costs incurred by COMMISSION when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR'S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement any may also result in ineligibility for additional or future contracts with COMMISSION.

**17. ANTI-TOBACCO POLICY**

CONTRACTOR shall comply with COMMISSION'S Anti-Tobacco Policy that was approved by the COMMISSION on March 3, 2003. CONTRACTOR shall be required to certify compliance with the anti-tobacco policy prior to receipt of COMMISSION funds.

**18. USE OF FUNDS**

Funds provided by the COMMISSION shall be expended only for the purposes authorized by the "California Children and Families First Act of 1998."

It is understood and agreed that no funds provided by COMMISSION pursuant to this Agreement shall be used by CONTRACTOR for any political activity or political contribution.

19. **NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CONTRACTOR agrees and assures COMMISSION that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COMMISSION, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COMMISSION employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.
- E. If CONTRACTOR is a faith-based organization or contracts with a faith-based organization for services to be performed under this Agreement, participation in the faith shall not be a prerequisite for receiving services. Outreach for services utilizing Proposition 10 dollars will be to the community at large, and shall not be limited to those members of the community that share the same faith as CONTRACTOR or its agents.

20. **MANDATED REPORTING**

CONTRACTOR shall comply with the training requirements for identification and reporting of child abuse as defined in Penal code Section 11165.7. All training shall be documented in an individual personnel file. CONTRACTOR shall establish procedures for paid and volunteer staff for reporting suspected child abuse cases.

21. **COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING REQUIREMENTS**

- A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

- B. CONTRACTOR'S failure to cure such default within 90 days of notice by COMMISSION shall be grounds for termination of this Agreement.

**22. CONFIDENTIALITY**

CONTRACTOR shall comply with all applicable state and/or federal confidentiality statutes to assure that:

- A. All applications and records concerning an individual made or kept by CONTRACTOR, COMMISSION, or any public officer or agency in connection with the administration of any provisions of the Welfare and Institutions Code relating to any form of public social services or for services provided under this Agreement, for which grants in aid are received by this State from the Federal Government, shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services, without the written consent of COMMISSION.
- B. No person shall publish or disclose, or use or permit or cause to be published, disclosed, or used, any confidential information pertaining to a participant, including the fact of the participant's status as an applicant for or recipient of public social services.
- C. CONTRACTOR shall inform all of its officers, employees, agents, subcontractors and partners of the above provisions, and that a knowing and intentional violation of said provisions of State and/or federal law may be a misdemeanor.

**23. INDEMNIFICATION**

CONTRACTOR shall defend, indemnify and hold harmless the COMMISSION, its representatives, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CONTRACTOR'S officers, directors, agents, employees, or subcontractors.

COMMISSION shall defend, indemnify and hold harmless CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COMMISSION, its representatives, officers, directors, agents, employees, and volunteers.

It is the intention of the COMMISSION and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COMMISSION, and CONTRACTOR'S subcontractors. It is also the intention of the COMMISSION and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its

officers, directors, agents, employees, volunteers, COMMISSION and CONTRACTOR'S subcontractors.

**24. INSURANCE**

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this Agreement, and obtain and keep in force insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages.

**25. INFORMATION TECHNOLOGY ASSURANCES**

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COMMISSION, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COMMISSION under this Agreement.

**26. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COMMISSION in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice in the format and in accordance with the procedures prescribed by COMMISSION on a quarterly basis, upon completion of services. Invoices shall be submitted to COMMISSION no later than the fifteenth (15th) day of the quarter following the invoice period, and COMMISSION shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COMMISSION operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COMMISSION unless CONTRACTOR has obtained prior written COMMISSION approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COMMISSION may withhold payment until such non-compliance has been corrected.

**27. LEGAL TRAINING INFORMATION**

If under this Agreement CONTRACTOR is to provide training of COMMISSION personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized.

**28. SUBCONTRACTS, ASSIGNMENT**

- A. CONTRACTOR shall obtain prior written approval from COMMISSION before subcontracting any of the services delivered under this Agreement. CONTRACTOR shall obtain prior written approval from the COMMISSION if it becomes necessary to change the Subcontractor(s) identified in subsection C of this section. CONTRACTOR remains legally responsible for the performance of all Agreement terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COMMISSION for the performance of any Subcontractor whether approved by COMMISSION or not. CONTRACTOR shall require its Subcontractors listed below in Subsection C of this section to comply with the provisions of this Agreement.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COMMISSION.
- C. Notwithstanding Subsection A, CONTRACTOR is authorized to subcontract with: *Child Action, Inc.; Talos Technologies, Inc.; County of Sacramento - Smile Keepers Program; and Sacramento District Dental Society.*

**29. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon the COMMISSION unless agreed in writing by DIRECTOR and counsel for COMMISSION.

**30. ENTIRE AGREEMENT**

This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto, all other representation or statements heretofore made, verbal or written, are merged herein.

**31. SUCCESSORS**

This Agreement shall bind the successors of COMMISSION and CONTRACTOR in the same manner as if they were expressly named.

**32. TIME**

Time is of the essence of this Agreement.

33. **INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

34. **DISPUTES**

The parties shall meet and attempt, in good faith and using their best and reasonable efforts, to resolve any breach or dispute arising under this Agreement. If such breach or dispute is not resolved by the parties, then the parties may submit the dispute to an independent mutually-agreed upon mediator. The mediator shall resolve the dispute based upon a reasonable interpretation of this Agreement, the documentation provided by the parties, and such other information deemed by the mediator to be relevant to the dispute. The decision of the mediator shall be advisory, and not binding, on the parties. Nothing in the Agreement shall prohibit the parties from agreeing to allow the mediator to attempt to mediate the dispute prior to hearing the matter and issuing a decision. The parties shall share equally in the costs and fees associated with the arbitrator's fees and expenses.

35. **TERMINATION**

- A. COMMISSION may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COMMISSION to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COMMISSION may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COMMISSION may proceed with the work in any manner deemed proper by COMMISSION. If notice of termination for cause is given by COMMISSION to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COMMISSION may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, if advised that funds are not available from external sources for this Agreement or for any portion hereof, or if funds in COMMISSION'S yearly proposed and final budget are not appropriated by COMMISSION for this Agreement or any portion hereof.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less

payments of compensation previously made. In no event, however, shall COMMISSION pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

**36. EVALUATION**

- A. CONTRACTOR shall participate in and comply with results-based and community impact evaluation activities including training and technical assistance, sponsored by the COMMISSION.
- B. CONTRACTOR shall participate in and cooperate with COMMISSION'S evaluation consultants and other COMMISSION sponsored evaluation activities including statewide efforts to evaluate Proposition 10 efforts, whether it occurs during the term of this Agreement or after. CONTRACTOR shall participate in and cooperate with programmatic audit activities required by the COMMISSION.
- C. CONTRACTOR shall utilize evaluation questionnaires or such other tools as required by COMMISSION for purposes of evaluating CONTRACTOR'S services.

**37. REPORTS**

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by COMMISSION concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. The COMMISSION shall explain procedures for reporting the required information.

**38. RECORDS AND AUDIT**

- A. CONTRACTOR shall maintain separate accounting books and records for Proposition 10 Funds. Records shall be maintained in accordance with generally accepted accounting principles.
- B. CONTRACTOR shall maintain adequate client records that include diagnostic studies (when applicable), client intervention, program notes, records of services provided by professional and paraprofessional services in sufficient detail to permit evaluation of whether such services comply with all applicable federal, state, County, COMMISSION records maintenance requirements.
- C. For a period of four years following termination of the Agreement, CONTRACTOR shall make records available for copying upon COMMISSION'S request and at COMMISSION'S expense.
- D. Upon COMMISSION'S request, COMMISSION or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises,

CONTRACTOR'S financial and program records as COMMISSION deems necessary to determine CONTRACTOR'S compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR.

- E. At regular times during normal business hours, COMMISSION shall have the right to inspect or evaluate CONTRACTOR'S records that pertain to services performed and amounts payable under this Agreement.
- F. CONTRACTOR shall submit to the COMMISSION an annual financial and compliance audit conducted by an independent auditor. CONTRACTOR may use its organizational audit provided that the audit report shows Proposition 10 revenues and expenses separately.
  - 1. The audit shall be conducted in accordance with generally accepted auditing standards, as promulgated by the American Institute of Certified Public Accountants and Generally Accepted Government Auditing Standards issued by the General Accounting Office and the Comptroller General of the United States of America."
  - 2. COMMISSION staff shall review the audit for completeness and findings and then submit the audit to the COMMISSION'S Auditor-Controller for technical review. COMMISSION shall be allowed access to all financial and program records, as COMMISSION deems necessary to determine that funding was spent in compliance with applicable guidelines and this Agreement.
  - 3. If the Agreement is terminated for any reason during the Agreement period, the independent audit shall cover the entire period of the Agreement for which services were provided and shall be submitted within six months of the end of the Agreement period.
  - 4. The audit shall be submitted to the COMMISSION no later than 30 days after the CONTRACTOR'S organizational audit is completed. Should there be any delay, CONTRACTOR shall immediately inform COMMISSION staff. Under no circumstances shall the audit be submitted later than nine months after the Agreement period ended.
  - 5. Should any material findings be noted in the audit report, CONTRACTOR must submit an action plan with the audit report detailing how the deficiency will be addressed. Findings shall be corrected within six months after the audit report. CONTRACTOR shall submit a report documenting corrections of identified audit deficiencies. If CONTRACTOR refuses or fails to cooperate or fails to submit an annual audit as required by this Agreement, COMMISSION may, in its sole discretion, withhold amounts payable under this Agreement until CONTRACTOR has complied with the requirements of this Section to the satisfaction of COMMISSION.
  - 6. CONTRACTOR shall comply with First 5 California Commission audit requirements.

**39. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COMMISSION and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COMMISSION and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

**40. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**FIRST 5 SACRAMENTO COMMISSION**

**CITY OF SACRAMENTO**

By: \_\_\_\_\_  
LIN BATTEN  
Executive Director

By: \_\_\_\_\_  
RAY KERRIDGE  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contract and Contractor Tax Status Reviewed and Approved by County Counsel:

By: \_\_\_\_\_  
MICHELE BACH  
Supervising Deputy County Counsel

Date: \_\_\_\_\_

# FIRST 5 SACRAMENTO COMMISSION

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### Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Budget Requirements

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 1<sup>st</sup> day of July, 2007, by and between the FIRST 5 SACRAMENTO COMMISSION, hereinafter referred to as "COMMISSION," and City of Sacramento, a governmental entity, hereinafter referred to as "CONTRACTOR."

### RECITALS

WHEREAS, in November 1998 the voters of California passed Proposition 10, the "California Children and Families Act of 1998." Proposition 10 is designed to provide funding for community health care, quality child care and education programs for young children and families, customized to meet local needs;

WHEREAS, in April 1999 the Sacramento County Board of Supervisors established the Sacramento County Children and Families Commission whose mission is to support the healthy development of children prenatal to age five, the empowerment of families and the strengthening of communities. On January 14, 2003, the Sacramento County Board of Supervisors adopted Ordinance No. SCC-1236, that renamed the Children and Families Commission to the First Five Sacramento Commission. On February 28, 2006, the Sacramento County Board of Supervisors adopted Ordinance No. SCC-1321, that renames the First Five Sacramento Commission to First 5 Sacramento Commission;'

WHEREAS, on April 7, 2003 the COMMISSION approved the Strategic Plan Update. This document produced seven new Priority Results addressing fluoridation, school readiness, childcare, breastfeeding, social capital, decrease in injuries and deaths, and medical home. Of these seven priority results, medical home was identified as:

- Priority Result Area #7: Increase the number of children enrolled in a medical home that ensures access to coordinated health, dental, mental health and other related services.

WHEREAS, on July 21, 2003 the COMMISSION approved the Implementation Plan Framework for FY 2004/05 through FY 2006/07 and allocated \$10 Million to implement the Priority Result Area #7 of Medical Home;

WHEREAS, on October 6, 2003 the COMMISSION approved an Interim Operational Plan for the Priority Result Area of Medical Home;

WHEREAS, on April 4, 2005 the COMMISSION approved the Cover the Kids by 2006 (CTK'06) Outreach, Enrollment, and Retention Plan;

WHEREAS, on June 6, 2005 the Commission approved the Revised Operational Plan for the Priority Result Area of Medical Home.

WHEREAS, on June 6, 2006, the COMMISSION approved funding the Cover the Kids, City of Sacramento for outreach, enrollment, utilization and retention activities in the "Implementation/Operational Plan" for Fiscal Years 2007/2008 – 2009/2010.

WHEREAS, on May 7, 2007 the COMMISSION authorized and directed its Executive Director to negotiate and execute an expenditure agreement with the Contractor for the three year term of July 1, 2007 to June 30, 2010 in the amount not to exceed \$3,000,000 through Resolution No FFC-2007-0035.

WHEREAS, Contractor's project, Cover the Kids (previously know as Regional Children's Health Project), has the goal to increase the number of children in Sacramento County and the Sacramento Region enrolled in the retained health care programs;

WHEREAS, COMMISSION AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COMMISSION and CONTRACTOR agree as follows:

1. **SCOPE OF SERVICES**

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, *Scope of Services*, which is attached hereto and incorporated herein.

2. **TERM**

This Agreement shall be effective and commence on July 1, 2007 and shall end on June 30, 2010.

3. **SUPLANTATION OF FUNDS**

Proposition 10 funds shall be used exclusively to develop new projects, expand existing programs and/or services or to enhance existing programs and services.

CONTRACTOR shall not utilize Proposition 10 funds to supplant state or local General Fund money for any purpose. If, upon receipt of Proposition 10 funds, CONTRACTOR uses such funds to replace state or federal categorical funds, CONTRACTOR shall demonstrate to the COMMISSION'S satisfaction that such state or federal categorical funds have increased the level of services provided to children 0-5 years of age.

CONTRACTOR shall execute a certification that it has complied with the anti-supplantation requirement stated in Section 30131.4 of the California Tax & Revenue Code. Such certification shall be executed prior to release of Proposition 10 funds and

CONTRACTOR shall annually execute such certification as part of the fiscal audit requirement. If COMMISSION determines that supplantation has occurred, CONTRACTOR shall be required to reimburse COMMISSION for all Proposition 10 funds that were used in violation of this Section. Use of Proposition 10 funds in violation of this Section shall be grounds for termination of this Agreement.

4. **NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

First 5 Sacramento Commission

Lin Batten, Executive Director  
2750 Gateway Oaks Drive, Suite 330  
Sacramento, CA 95833

City of Sacramento  
Cover the Kids

Bonnie Ferreira, Director  
1321 Garden Highway, Suite 200  
Sacramento, CA 95833

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

5. **DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Executive Director of the First 5 Sacramento Commission or his/her designee.

6. **COMPLIANCE WITH LAWS**

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

7. **GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

8. **LICENSES AND PERMITS**

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COMMISSION. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COMMISSION.

9. **PERFORMANCE STANDARDS**

CONTRACTOR shall perform services required under this Agreement in accordance with the professional standards applicable to CONTRACTOR'S services. Work products delivered to the COMMISSION pursuant to this Agreement shall be prepared in a first-class manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession.

10. **OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products of CONTRACTOR provided hereunder shall become the property of COMMISSION and shall be delivered to COMMISSION upon completion of the services authorized hereunder; provided, however, that any capital improvement constructed with funds received from COMMISSION shall be the property of CONTRACTOR. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COMMISSION. COMMISSION recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

11. **PUBLIC STATEMENTS/MATERIALS**

CONTRACTOR shall use COMMISSION'S logo in all media statements, press release(s), statements to the public or printed materials i.e. brochures, newsletters, websites and promotional materials, that are developed to describe and promote COMMISSION funded programs and CONTRACTOR shall indicate on said materials that the program is "Funded by the First 5 Sacramento Commission."

CONTRACTOR shall submit all public statements/materials to the COMMISSION'S Communications and Media Officer or authorized staff for review and approval prior to release to the public. Any exceptions to using the COMMISSION'S logo must be pre-approved by the COMMISSION.

12. **STATUS OF CONTRACTOR**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of COMMISSION. COMMISSION is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent CONTRACTOR, CONTRACTOR hereby indemnifies and holds COMMISSION harmless from any and all claims that may be made against COMMISSION based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COMMISSION as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COMMISSION shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent CONTRACTOR and not an employee of COMMISSION, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a COMMISSION employee, right to act on behalf of COMMISSION in any capacity whatsoever as agent, nor to bind COMMISSION to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other

insurance programs, or entitled to other fringe benefits payable by the COMMISSION to employees of the COMMISSION.

- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this agreement.

**13. CONTRACTOR IDENTIFICATION**

CONTRACTOR shall provide the COMMISSION with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, residence address, telephone number, tax ID or social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

**14. BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COMMISSION: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COMMISSION and its employee organizations. Should any employee or agent of CONTRACTOR seek to obtain such benefits from COMMISSION, CONTRACTOR agrees to indemnify and hold harmless COMMISSION from any and all claims that may be made against COMMISSION for such benefits.

**15. CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**16. GOOD NEIGHBOR POLICY**

- A. CONTRACTOR shall comply with COMMISSION'S Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:

1. Provision of parking adequate for the needs of its employees and service population;
2. Provision of adequate waiting and visiting areas;
3. Provision of adequate restroom facilities located inside the facility;
4. Implementation of litter control services;
5. Removal of graffiti within seventy-two hours;

6. Provision of control of loitering and management of crowds;
  7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
  8. Participation in area crime prevention and nuisance abatement efforts; and
  9. Undertake such other good neighbor practices as determined appropriate by COMMISSION, based on COMMISSION'S individualized assessment of CONTRACTOR'S facility, services and actual impacts on the neighborhood in which such facility is location.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR'S compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR'S site is located
- E. If COMMISSION finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COMMISSION shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take the necessary corrective action, COMMISSION shall take such actions as are necessary to implement the necessary corrective action. COMMISSION shall deduct any actual costs incurred by COMMISSION when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- 
- F. CONTRACTOR'S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement any may also result in ineligibility for additional or future contracts with COMMISSION.

**17. ANTI-TOBACCO POLICY**

CONTRACTOR shall comply with COMMISSION'S Anti-Tobacco Policy that was approved by the COMMISSION on March 3, 2003. CONTRACTOR shall be required to certify compliance with the anti-tobacco policy prior to receipt of COMMISSION funds.

**18. USE OF FUNDS**

Funds provided by the COMMISSION shall be expended only for the purposes authorized by the "California Children and Families First Act of 1998."

It is understood and agreed that no funds provided by COMMISSION pursuant to this Agreement shall be used by CONTRACTOR for any political activity or political contribution.

19. **NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CONTRACTOR agrees and assures COMMISSION that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COMMISSION, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COMMISSION employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.
- E. If CONTRACTOR is a faith-based organization or contracts with a faith-based organization for services to be performed under this Agreement, participation in the faith shall not be a prerequisite for receiving services. Outreach for services utilizing Proposition 10 dollars will be to the community at large, and shall not be limited to those members of the community that share the same faith as CONTRACTOR or its agents.

20. **MANDATED REPORTING**

CONTRACTOR shall comply with the training requirements for identification and reporting of child abuse as defined in Penal code Section 11165.7. All training shall be documented in an individual personnel file. CONTRACTOR shall establish procedures for paid and volunteer staff for reporting suspected child abuse cases.

21. **COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING REQUIREMENTS**

- A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

- B. CONTRACTOR'S failure to cure such default within 90 days of notice by COMMISSION shall be grounds for termination of this Agreement.

**22. CONFIDENTIALITY**

CONTRACTOR shall comply with all applicable state and/or federal confidentiality statutes to assure that:

- A. All applications and records concerning an individual made or kept by CONTRACTOR, COMMISSION, or any public officer or agency in connection with the administration of any provisions of the Welfare and Institutions Code relating to any form of public social services or for services provided under this Agreement, for which grants in aid are received by this State from the Federal Government, shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services, without the written consent of COMMISSION.
- B. No person shall publish or disclose, or use or permit or cause to be published, disclosed, or used, any confidential information pertaining to a participant, including the fact of the participant's status as an applicant for or recipient of public social services.
- C. CONTRACTOR shall inform all of its officers, employees, agents, subcontractors and partners of the above provisions, and that a knowing and intentional violation of said provisions of State and/or federal law may be a misdemeanor.

**23. INDEMNIFICATION**

CONTRACTOR shall defend, indemnify and hold harmless the COMMISSION, its representatives, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CONTRACTOR'S officers, directors, agents, employees, or subcontractors.

COMMISSION shall defend, indemnify and hold harmless CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COMMISSION, its representatives, officers, directors, agents, employees, and volunteers.

It is the intention of the COMMISSION and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COMMISSION, and CONTRACTOR'S subcontractors. It is also the intention of the COMMISSION and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its

officers, directors, agents, employees, volunteers, COMMISSION and CONTRACTOR'S subcontractors.

**24. INSURANCE**

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this Agreement, and obtain and keep in force insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages.

**25. INFORMATION TECHNOLOGY ASSURANCES**

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COMMISSION, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COMMISSION under this Agreement.

**26. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COMMISSION in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice in the format and in accordance with the procedures prescribed by COMMISSION on a quarterly basis, upon completion of services. Invoices shall be submitted to COMMISSION no later than the fifteenth (15th) day of the quarter following the invoice period, and COMMISSION shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COMMISSION operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COMMISSION unless CONTRACTOR has obtained prior written COMMISSION approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COMMISSION may withhold payment until such non-compliance has been corrected.

27. **LEGAL TRAINING INFORMATION**

If under this Agreement CONTRACTOR is to provide training of COMMISSION personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized.

28. **SUBCONTRACTS, ASSIGNMENT**

- A. CONTRACTOR shall obtain prior written approval from COMMISSION before subcontracting any of the services delivered under this Agreement. CONTRACTOR shall obtain prior written approval from the COMMISSION if it becomes necessary to change the Subcontractor(s) identified in subsection C of this section. CONTRACTOR remains legally responsible for the performance of all Agreement terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COMMISSION for the performance of any Subcontractor whether approved by COMMISSION or not. CONTRACTOR shall require its Subcontractors listed below in Subsection C of this section to comply with the provisions of this Agreement.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COMMISSION.
- C. Notwithstanding Subsection A, CONTRACTOR is authorized to subcontract with: *Child Action, Inc.; Talos Technologies, Inc.; County of Sacramento - Smile Keepers Program; and Sacramento District Dental Society.*

29. **AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon the COMMISSION unless agreed in writing by DIRECTOR and counsel for COMMISSION.

30. **ENTIRE AGREEMENT**

This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto, all other representation or statements heretofore made, verbal or written, are merged herein.

31. **SUCCESSORS**

This Agreement shall bind the successors of COMMISSION and CONTRACTOR in the same manner as if they were expressly named.

32. **TIME**

Time is of the essence of this Agreement.

33. **INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

34. **DISPUTES**

The parties shall meet and attempt, in good faith and using their best and reasonable efforts, to resolve any breach or dispute arising under this Agreement. If such breach or dispute is not resolved by the parties, then the parties may submit the dispute to an independent mutually-agreed upon mediator. The mediator shall resolve the dispute based upon a reasonable interpretation of this Agreement, the documentation provided by the parties, and such other information deemed by the mediator to be relevant to the dispute. The decision of the mediator shall be advisory, and not binding, on the parties. Nothing in the Agreement shall prohibit the parties from agreeing to allow the mediator to attempt to mediate the dispute prior to hearing the matter and issuing a decision. The parties shall share equally in the costs and fees associated with the arbitrator's fees and expenses.

35. **TERMINATION**

- A. COMMISSION may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COMMISSION to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COMMISSION may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COMMISSION may proceed with the work in any manner deemed proper by COMMISSION. If notice of termination for cause is given by COMMISSION to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COMMISSION may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, if advised that funds are not available from external sources for this Agreement or for any portion hereof, or if funds in COMMISSION'S yearly proposed and final budget are not appropriated by COMMISSION for this Agreement or any portion hereof.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less

payments of compensation previously made. In no event, however, shall COMMISSION pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

**36. EVALUATION**

- A. CONTRACTOR shall participate in and comply with results-based and community impact evaluation activities including training and technical assistance, sponsored by the COMMISSION.
- B. CONTRACTOR shall participate in and cooperate with COMMISSION'S evaluation consultants and other COMMISSION sponsored evaluation activities including statewide efforts to evaluate Proposition 10 efforts, whether it occurs during the term of this Agreement or after. CONTRACTOR shall participate in and cooperate with programmatic audit activities required by the COMMISSION.
- C. CONTRACTOR shall utilize evaluation questionnaires or such other tools as required by COMMISSION for purposes of evaluating CONTRACTOR'S services.

**37. REPORTS**

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by COMMISSION concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. The COMMISSION shall explain procedures for reporting the required information.

**38. RECORDS AND AUDIT**

- A. CONTRACTOR shall maintain separate accounting books and records for Proposition 10 Funds. Records shall be maintained in accordance with generally accepted accounting principles.
- B. CONTRACTOR shall maintain adequate client records that include diagnostic studies (when applicable), client intervention, program notes, records of services provided by professional and paraprofessional services in sufficient detail to permit evaluation of whether such services comply with all applicable federal, state, County, COMMISSION records maintenance requirements.
- C. For a period of four years following termination of the Agreement, CONTRACTOR shall make records available for copying upon COMMISSION'S request and at COMMISSION'S expense.
- D. Upon COMMISSION'S request, COMMISSION or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises,

CONTRACTOR'S financial and program records as COMMISSION deems necessary to determine CONTRACTOR'S compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR.

- E. At regular times during normal business hours, COMMISSION shall have the right to inspect or evaluate CONTRACTOR'S records that pertain to services performed and amounts payable under this Agreement.
- F. CONTRACTOR shall submit to the COMMISSION an annual financial and compliance audit conducted by an independent auditor. CONTRACTOR may use its organizational audit provided that the audit report shows Proposition 10 revenues and expenses separately.
  - 1. The audit shall be conducted in accordance with generally accepted auditing standards, as promulgated by the American Institute of Certified Public Accountants and Generally Accepted Government Auditing Standards issued by the General Accounting Office and the Comptroller General of the United States of America."
  - 2. COMMISSION staff shall review the audit for completeness and findings and then submit the audit to the COMMISSION'S Auditor-Controller for technical review. COMMISSION shall be allowed access to all financial and program records, as COMMISSION deems necessary to determine that funding was spent in compliance with applicable guidelines and this Agreement.
  - 3. If the Agreement is terminated for any reason during the Agreement period, the independent audit shall cover the entire period of the Agreement for which services were provided and shall be submitted within six months of the end of the Agreement period.
  - 4. The audit shall be submitted to the COMMISSION no later than 30 days after the CONTRACTOR'S organizational audit is completed. Should there be any delay, CONTRACTOR shall immediately inform COMMISSION staff. Under no circumstances shall the audit be submitted later than nine months after the Agreement period ended.
  - 5. Should any material findings be noted in the audit report, CONTRACTOR must submit an action plan with the audit report detailing how the deficiency will be addressed. Findings shall be corrected within six months after the audit report. CONTRACTOR shall submit a report documenting corrections of identified audit deficiencies. If CONTRACTOR refuses or fails to cooperate or fails to submit an annual audit as required by this Agreement, COMMISSION may, in its sole discretion, withhold amounts payable under this Agreement until CONTRACTOR has complied with the requirements of this Section to the satisfaction of COMMISSION.
  - 6. CONTRACTOR shall comply with First 5 California Commission audit requirements.

**39. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COMMISSION and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COMMISSION and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

**40. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**FIRST 5 SACRAMENTO COMMISSION**

**CITY OF SACRAMENTO**

By: \_\_\_\_\_  
LIN BATTEN  
Executive Director

By: \_\_\_\_\_  
RAY KERRIDGE  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contract and Contractor Tax Status Reviewed and Approved by County Counsel:

By: Michele Bach  
MICHELE BACH  
Supervising Deputy County Counsel

Date: June 7, 2002

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY

**EXHIBIT A**  
**to Agreement between the**  
**FIRST 5 SACRAMENTO COMMISSION,**  
**hereinafter referred to as "COMMISSION," and**  
**CITY OF SACRAMENTO, COVER THE KIDS,**  
**hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES**

**1. SERVICE LOCATION(S)**

<b>Lead Agency Name(s):</b>	<b>City of Sacramento</b>
<b>Administrative Location:</b>	
<b>Street Address:</b>	<b>6005 Folsom Blvd.</b>
<b>City and Zip Code:</b>	<b>Sacramento, CA 95819</b>
<b>Project Name:</b>	<b>Cover the Kids (CTK), a program of the City of Sacramento</b>

**2. PROGRAM DESCRIPTION**

CONTRACTOR shall use First 5 Sacramento funding to continue a county-wide inclusive campaign to provide outreach, facilitated enrollment (application assistance), utilization and retention services for families with uninsured children ages 0 to 5. CONTRACTOR's staff shall implement programs to reach, educate and enroll families with children ages 0 to 5 into a variety of health insurance programs. The CONTRACTOR shall provide continued follow-up with enrolled families at three, eight and thirteen months post-enrollment to assist with any issues that arise for the families regarding their health coverage.

CONTRACTOR shall contract with Child Action, Inc., Talos Technologies, Inc., County of Sacramento – Smile Keepers, and Sacramento District Dental Society to assist with providing services to families. CONTRACTOR will provide Certified Application Assistant (CAA) trainings to collaborating and partnering agencies to enable these agencies to become certified Enrollment Entities (EE).

The intent of this funding is to provide services for those families with children ages 0 to 5 from the target population. Because families in the target population may also have children ages 6 to 18, the COMMISSION and CONTRACTOR each recognize that services will be provided to families with children in both age groups and that the CONTRACTOR has other funding to serve the children ages 6 to 18.

**3. TARGET POPULATION AND SERVICES AREA**

The target population will include all families with children ages 0 to 5 residing in Sacramento County not currently enrolled in existing health care programs, especially those families with income levels at or below 300% of the federal poverty level.

**4. COMPLIANCE WITH COMMISSION STRATEGIC PLAN**

- A. CONTRACTOR shall ensure that programs, services and projects funded by the COMMISSION reflect the following core components identified in the COMMISSION'S Strategic Plan:
1. *Affordable and Accessible* – children (0-5) have the opportunities and resources to grow up healthy and happy.
  2. *Culturally Competent* – embrace diversity and respond in culturally appropriate ways.
  3. *Community-Driven* – Community members have an opportunity to be actively involved in decision making and planning for their children's lives.
  4. *Responsive to Special Needs* – people with special needs will be accepted, treated with respect and dignity and have equal access to places, services and opportunities.
- B. CONTRACTOR shall ensure participation in cooperative and collaborative efforts sponsored by the COMMISSION, its Contractors and community partners.

**5. COLLABORATING PARTNERS**

Collaborating partners will include:

- Eight (8) Family Resources Centers (Birth and Beyond)
- Elk Grove School District's Pre-school Bridging Models
- Sacramento ACT (Area Congregations Together)
- Community Services Planning Council
- Beanstalk
- Private Preschools

**6. EVALUATION PLAN AND ACTIVITIES**

- A. Upon execution of Agreement, CONTRACTOR shall be required to develop the Project's Evaluation Plan in conjunction with the COMMISSION'S evaluation consultant.
- B. Upon execution of the Agreement, CONTRACTOR shall participate in data collection tool training and input data relevant to the CONTRACTOR'S project into a data collection system as required by the COMMISSION. As required, CONTRACTOR shall collect and submit Client Level Data for participants in CONTRACTOR programs.
- C. CONTRACTOR shall utilize evaluation questionnaires or such other tools as required by COMMISSION for purposes of evaluating CONTRACTOR'S project funded by the COMMISSION.
- D. If deemed necessary during the term of the Agreement, CONTRACTOR shall be required to revise the project's evaluation plan in conjunction with the COMMISSION'S evaluation consultant.

7. **HEALTH INSURANCE SCREENING**

CONTRACTOR shall cross-train all frontline staff and outreach workers to screen and refer clients to appropriate health insurance programs to increase the number of children with a medical home.

8. **REQUIREMENT FOR CONTRACTORS WITH HOME VISITATION COMPONENTS**

CONTRACTOR'S providing home visitation services funded by First 5 Sacramento Commission shall screen and refer women and families with newborns to certified lactation support services.

9. **REPORTING REQUIREMENTS/MEETING REQUIREMENTS**

As a minimum requirement, CONTRACTOR shall produce Quarterly Program Narrative and Milestone Reports, in a form prescribed by the COMMISSION, due on the 15<sup>th</sup> of the month following the end of the reporting quarter. (Example: For the reporting period of July 1, 2007 through September 30, 2007, the Quarterly and Milestone report must be received by the COMMISSION on or before October 15, 2007.)

CONTRACTOR shall submit reports related to data collection and evaluation in the form and frequency required by the Commission.

CONTRACTOR shall attend First 5 Sacramento Commission Quarterly Contractor Forum meetings and/or other meetings aimed at achieving the goals and objectives of CONTRACTOR'S project funded by the COMMISSION.

10. **STAFFING REQUIREMENTS**

CONTRACTOR shall be responsible for hiring and supervising staff in the classifications and numbers as identified in this Exhibit. CONTRACTOR shall inform COMMISSION when they are not able to fill positions that have primary responsibility for project.

The program will be staffed as follows:

- 1.0 Full Time Equivalent (FTE) Program Supervisor (Program Manager)
- .10 FTE Project Director
- .16 FTE Administrative Program Coordinator\*
- 3.0 FTE Program Coordinators\*
- 6.0 FTE Program Developers (Health Program Specialists)\*
- .40 FTE Special Program Leader (Health Program Specialist)\*
- .40 FTE Typist Clerk III
- .40 FTE Program Specialist\*
- .40 FTE Senior Accountant Auditor
- Develop and issue subcontracts with: Child Action, Inc., Talos Technologies, Inc., County of Sacramento – Smile Keepers and Sacramento District Dental Society to provide services as per the proposal. Subcontracts shall be signed and effective within ninety (90) days of the start date of the Project.

\* CONTRACTOR shall ensure that the Administrative Program Coordinator, Program Coordinators, Health Program Specialists and Program Specialist shall receive training and become Certified Application Assistants (CAAs).

11. **DESCRIPTION OF MINIMUM SERVICES**

CONTRACTOR shall accomplish the following minimum services:

Continue to maintain the Children's Health Insurance Coordinating Committee (CHICC)

1. CHICC's primary purpose is to increase children's access to health care, including early health and development screenings, by increasing the efficiency of community, neighborhood, and direct service programs engaged in outreach, enrollment, and retention efforts.
2. Conduct a minimum of 4 countywide CHICC meetings each year in FY 2007-08, FY 2008-09 and FY 2009-10.
3. Work with CHICC members to develop countywide work plan to coordinate and integrate health insurance outreach and enrollment activities to address gaps, duplication and disparities.
4. Work with CHICC members and County Outreach, Retention and Enrollment (CORE) to utilize a Quality Improvement method to assist CHICC in identifying barriers within Sacramento County's enrollment and retention processes, and remove them.
5. Recruit additional partners to join CHICC.
6. CONTRACTOR through CTK, with other CHICC members, will continue to work to promote best practice models for outreach, enrollment, utilization and retention.
7. CONTRACTOR through CTK staff will attend Cover Kids and Families (CKF) Statewide meetings to troubleshoot and increase communication with Managed Risk Medical Insurance Board (MRMIB) in regard to Healthy Families and other insurance programs application assistant issues and to inform the CHICC Collaborative of new policy/practice issues.

Coordinated outreach and enrollment

1. Enroll at least 1,400 children ages 0 to 5 in available health coverage programs during Fiscal Year 2007-08.
  - Outstationed staff shall complete applications for at least 300 children and shall enroll at least 210 children of the total number of children enrolled.
  - The contacts with preschools and childcare providers shall generate referrals to complete applications for at least 600 children and result in the enrollment of at least 420 children of the total number of children enrolled.
  - The community events shall generate referrals to complete applications for at least 300 children and result in the enrollment of at least 210 children of the total number of children enrolled.

- The coordinated outreach and enrollment at faith-based locations and targeted African American communities shall generate referrals to complete applications for at least 300 children and result in the enrollment of at least 210 children of the total number of children enrolled.
  - The advertising/promotional efforts, CTK hotline, and CTK website shall generate referrals to complete applications for at least 300 children and result in the enrollment of at least 210 children of the total number of children enrolled.
  - The relationships with small and mid-sized business owners, including connections through the various Chamber of Commerce organizations, shall generate referrals to complete applications for at least 150 children and result in the enrollment of at least 105 children of the total number of children enrolled.
  - The relationships with non-traditional businesses shall generate referrals to complete applications for at least 50 children and result in the enrollment of at least 35 children of the total number of children enrolled.
2. Enroll at least 1,260 children ages 0 to 5 in available health coverage programs during Fiscal Year 2008-09.
- Outstationed staff shall complete applications for at least 270 children and shall enroll at least 189 children of the total number of children enrolled.
  - The contacts with preschools and childcare providers shall generate referrals to complete applications for at least 540 children and result in the enrollment of at least 378 children of the total number of children enrolled.
  - The community events shall generate referrals to complete applications for at least 270 children and result in the enrollment of at least 189 children of the total number of children enrolled.
  - The coordinated outreach and enrollment at faith-based locations and targeted African American communities shall generate referrals to complete applications for at least 270 children and result in the enrollment of at least 189 children of the total number of children enrolled.
  - The advertising/promotional efforts, CTK hotline, and CTK website shall generate referrals to complete applications for at least 270 children and result in the enrollment of at least 189 children of the total number of children enrolled.
  - The relationships with small and mid-sized business owners, including connections through the various Chamber of Commerce organizations, shall generate referrals to complete applications for at least 135 children and result in the enrollment of at least 94 children of the total number of children enrolled.

- The relationships with non-traditional businesses shall generate referrals to complete applications for at least 45 children and result in the enrollment of at least 32 children of the total number of children enrolled.
3. Enroll at least 1,120 children ages 0 to 5 in available health coverage programs during Fiscal Year 2009-10.
- Outstationed staff shall complete applications for at least 240 children and shall enroll at least 168 children of the total number of children enrolled.
  - The contacts with preschools and childcare providers shall generate referrals to complete applications for at least 480 children and result in the enrollment of at least 336 children of the total number of children enrolled.
  - The community events shall generate referrals to complete applications for at least 240 children and result in the enrollment of at least 168 children of the total number of children enrolled.
  - The coordinated outreach and enrollment at faith-based locations and targeted African American communities shall generate referrals to complete applications for at least 240 children and result in the enrollment of at least 168 children of the total number of children enrolled.
  - The advertising/promotional efforts, CTK hotline, and CTK website shall generate referrals to complete applications for at least 240 children and result in the enrollment of at least 168 children of the total number of children enrolled.
  - The relationships with small and mid-sized business owners, including connections through the various Chamber of Commerce organizations, shall generate referrals to complete applications for at least 120 children and result in the enrollment of at least 84 children of the total number of children enrolled.
  - The relationships with non-traditional businesses shall generate referrals to complete applications for at least 40 children and result in the enrollment of at least 28 children of the total number of children enrolled.
4. CONTRACTOR through Smile Keepers, with the dental van, shall attend a minimum of 2 events in coordination with CTK to provide an initial dental screening at an on-site dental event to allow children to be introduced to dental services for the first time in a non-intimidating environment. CONTRACTOR through CTK shall coordinate/provide outreach services through staff and Smile Keepers to reach families with children ages 0 to 5 through various events and preschool programs. On-site dental assistance shall include such services as fluoride varnishes to 400-800 children ages 1-5 as well as provide families with dental education, after initial screening occurs at preschool. CONTRACTOR through CTK staff shall attach a health insurance survey to Smile Keeper's report of screening forms that are distributed to families and

collected by teachers. CONTRACTOR through CTK in coordination with Smile Keepers shall develop an incentive program for teachers to ensure collection of forms.

5. CONTRACTOR through Sacramento District Dental Society (SDDS) shall conduct targeted outreach during dental screenings each fall to a minimum of 5,000 children under 6 each fiscal year. CONTRACTOR through SDDS shall include CTK representatives at events and meetings, including but not limited to school nurse meetings, healthy start meetings, preschool screenings in the fall (September and October), general membership meetings for dentist education and outreach to their patients. CONTRACTOR through SDDS shall provide on-site dental assistance as well as provide families with dental materials such as children's and infant toothbrushes to a minimum of 700 children under 6 at 30 sites on Smiles For Kids Day and will refer families to CTK at both the intake and the post treatment levels.
6. CONTRACTOR through CTK shall continue to work with Child Action to conduct needs assessment surveys in childcare centers to identify high populations of uninsured 0-5 year olds and coordinate and conduct enrollment and outreach events.
7. CONTRACTOR through CTK staff shall contact preschools to offer enrollment assistance to families with children ages 0 – 5 who lack insurance coverage. At those preschools that accept enrollment assistance, 100% of families will be contacted and offered application enrollment assistance. As a result of these efforts, a minimum of 1,350 applications shall be processed and a minimum of 945 children will be enrolled into health plans. Proposed sites include, but are not limited to Elk Grove Unified School District Preschool Bridging Model (Center for infants and toddlers), Beanstalk and private pre-schools.
8. CONTRACTOR through CTK shall work with the eight (8) Family Resource Centers (Birth and Beyond) to outstation CAA staff at Family Resource Centers to provide outreach and enrollment services. As a result of this outreach a minimum of 810 applications will be processed and a minimum of 567 children will be enrolled.
9. CONTRACTOR through CTK shall work with organizations such as Birth and Beyond, Smile Keepers, Smiles For Kids Day, 4<sup>th</sup>R, Pre-schools, Childcare Centers and Community Clinics to hold a minimum of 20 community enrollment events each fiscal year to provide health insurance education and application assistance. These community events will target families with children ages 0 to 5. As a result of these events, a minimum of 810 applications shall be processed and a minimum of 567 children will be enrolled.
10. Develop an advertising/promotional campaign for English-speaking and non-English-speaking (Spanish, Russian and Hmong) radio, television, and community newspapers. Materials developed shall include 15-, 30-, and 60-second public service announcements and a variety of print advertisements. Advertising/promotional materials shall include the promotion of the toll free CTK telephone hotline and of the CTK website. Promote a minimum of 20 community enrollment events through the advertising/ promotional campaign.

11. Work with the Community Services Planning Council to upload CTK screen and referral form onto the Sacramento *Beehive* website and promote the use of the online referral system.
12. Update and maintain current information about programs, enrollment and retention on the CTK website ([www.SacHealthyKids.org](http://www.SacHealthyKids.org)) on the worldwide web.
13. Continue to develop relationships with small and mid-sized business owners, including connections through the various Chamber of Commerce organizations to enroll children ages 0 to 5 of the employees of the small and mid-sized businesses in Medi-Cal, Healthy Families or other insurance programs.
14. Continue to develop relationships with non-traditional businesses such as pharmacy and retail stores to educate employees on affordable health insurance options and to enroll children ages 0 to 5 of the employees of these businesses in an appropriate insurance program.
15. Conduct Certified Application Assistant (CAA) trainings for partner agencies and for organizations who have expressed interest in becoming an Enrollment Entity (EE). A minimum of 25 CAA's are to be trained and minimum of 5 agencies become an EE.

Case management services for continued enrollment (retention)

1. CONTRACTOR through CTK staff of CAA's shall provide case management services to all families with children ages 0 to 5 enrolled through the CTK program throughout the term of the agreement to assist families with continued enrollment of families/children in health care programs/ services and with accessing those programs/services. Case management services shall be provided to include:
  - Contacting each family 2 to 3 months after applications are completed to confirm health care enrollment, assist with any questions or problems, to encourage selection of a primary care doctor, and to assist with securing an initial appointment. At 2 to 3 months post application, a minimum of 70% of families with children ages 0 to 5 who have completed applications will have enrolled in a health care program and have selected a primary care physician/medical home.
  - Contacting each family 8 months after applications are completed to assess utilization of services and assist with any questions or problems. At 8 months post application, a minimum of 70% of the children ages 0 to 5 will have visited their primary care physician at least once and are up to date with immunizations.
  - Sending each enrolled family reminder postcards at 10 months post enrollment to remind them of the annual eligibility process and to offer assistance with the renewal process. CAA's will provide assistance with the

renewal process as necessary to assist families with re-enrollment for continued eligibility and health care coverage.

- Contacting each family 13 months after applications are completed to assess utilization of services, confirm continuation of enrollment, and to assist with any questions or problems. At 13 months post application, a minimum of 70% of enrolled families with children ages 0 to 5 will have continued enrollment in a health care program/medical home.
- Providing assistance to enrolled families to begin, utilize or maintain health care services, and assist with any questions or problems that arise between scheduled contacts when families request assistance.
- To accomplish the above case management activities, CTK staff will make a minimum of three (3) calls to families and this effort will include leaving a voice message with a person or on an answering machine, and calling the family at least once during evening hours for each follow-up activity, totaling a minimum of nine (9) follow-up calls per family during a 13-month period.

#### Utilization and education services

1. CONTRACTOR through CTK staff shall provide educational classes to a minimum of 300 parents or caregivers of children ages 0-5 that are linguistically and culturally appropriate each fiscal year. Classes shall be presented in multiple languages (English, Hmong, Russian, and Spanish). Topics may include, but are not limited to: Aspects of health care coverage; how to use insurance services; how to use a medical card; how to choose a primary care physician; how to schedule appointments; the important of well baby and well child health checks; and, the importance of immunizations in preventing childhood diseases.
2. As part of the 20 community enrollment events held each Fiscal Year, offer health insurance education classes and, as appropriate, other health classes to families attending the events. The goal is for 50% of families attending each event to attend an educational class at the event.
3. Create a preventive care brochure in multiple languages (English, Hmong, Russian, and Spanish) beginning September 07. Distribute copies of the brochure in each Fiscal Year when providing application assistance to families.



1. IDENTIFY SPECIFIC MAJOR OBJECTIVES	2. MAJOR FUNCTIONS, TASKS AND/OR ACTIVITIES	3. TIMELINE FOR ACTIVITIES (START AND END DATES)	4. QUANTITY OF SERVICE
	<p>and retention</p> <ul style="list-style-type: none"> <li>CTK staff will attend Cover Kids and Families (CKF) Statewide meetings to troubleshoot and increase communication with Managed Risk Medical Insurance Board (MRMIB) in regard to Healthy Families and other insurance programs application assistant issues and to inform the CHICC Collaborative of new policy/practice issues.</li> </ul>	July 07 – June 08	
<p><b>Outreach Objective 1:</b> Coordinated outreach at Birth and Beyond Family Resource Centers</p>	<p><b>Activity 1:</b> CTK will work with Family Resource Centers, (Birth and Beyond), to outstation CAA's at the appropriate sites.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Birth and Beyond will assist in identifying new and appropriate locations for CAA placement and terms that are negotiated</li> <li>All appropriate staff are to attend a training on procedures and referrals, and are to continue working on active referrals</li> <li>Birth and Beyond continue to promote the program internally and refer all families with uninsured children to on-site CAA's</li> <li>Mass distribution of brochures and flyers about the services provided by CTK.</li> </ul>	<p>July 07 – June 08</p> <p>July 07 – June 08</p> <p>August 07 – June 08</p> <p>August 07 – June 08</p> <p>August 07 – June 08</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>CAA's are placed at appropriate locations with the necessary materials and room arrangements</li> <li>Applications completed for 300 children</li> <li>70% (210 children) are successfully enrolled</li> <li>70% (147 children) are retained at 13 months.</li> </ul>
<p><b>Outreach Objective 2:</b> Community Engagement and Education</p>	<p><b>Activity 1:</b> Hold 20 community enrollment events to provide on-site application assistance and health insurance education targeting</p>	July 07 – June 08	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>20 events held</li> <li>Applications</li> </ul>

1. IDENTIFY SPECIFIC MAJOR OBJECTIVES	2. MAJOR FUNCTIONS, TASKS AND/OR ACTIVITIES	3. TIMELINE FOR ACTIVITIES (START AND END DATES)	4. QUANTITY OF SERVICE
	<p>families with children under 6.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Meet with organizations such as Birth and Beyond, Smile Keepers, 4<sup>th</sup> R, Child Action, Community Clinics, Pre-schools and Childcare Centers to pick dates and appropriate locations for events and to discuss how previous events can be improved.</li> <li>Coordinate with collaborative members the theme and details of each event.</li> <li>Mass distribution of flyers advertising each event through targeted pre-schools.</li> <li>Advertise and promote events through local ethnic media and targeted venues.</li> <li>Pre-register families for event by making appointments (walk-ins also accepted).</li> <li>Assist families with applications on-site at targeted Community Health Centers, Childcare Centers, and School Readiness sites.</li> </ul> <p><b>Activity 2:</b> Coordinated outreach and enrollment with Smile Keepers, County of Sacramento Dental Health Program</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Work with CTK to provide on-site dental assistance such as fluoride varnishes, as well as provide families with dental education.</li> <li>With the dental van to attend CTK events to provide an on-site dental setting to allow children to be introduced to dental services for the</li> </ul>	<p>July 07 – June 08</p> <p>July 07 – June 08</p> <p>August 07 – June 08</p> <p>July 07 – June 08</p> <p>August 07 – June 08</p> <p>August 07 – June 08</p>	<p>completed for 300 children</p> <ul style="list-style-type: none"> <li>70% (210 children) are successfully enrolled</li> <li>70% (147 children) are retained at 13 months</li> </ul> <p><b>Activity 2:</b></p> <ul style="list-style-type: none"> <li>Smile Keepers to provide on-site dental assistance such as fluoride varnishes to 400-800 children (depending on number of children attending the pre-school) ages 1-5, as well as provide families with dental</li> </ul>

1. IDENTIFY SPECIFIC MAJOR OBJECTIVES	2. MAJOR FUNCTIONS, TASKS AND/OR ACTIVITIES	3. TIMELINE FOR ACTIVITIES (START AND END DATES)	4. QUANTITY OF SERVICE
	<p>first time in a non-intimidating environment, as well as provide families with dental education.</p> <ul style="list-style-type: none"> <li>• Work with CTK to pick dates and appropriate locations for events and to discuss how previous events can be improved.</li> <li>• Work with CTK to attach health insurance survey to Smile Keeper's report survey screening form. Forms are distributed to families and collected by teachers.</li> <li>• Work with CTK to develop incentive program for teachers to ensure collection of forms.</li> <li>• Screen and refer families with children under 6 who are in need of health insurance to CTK.</li> </ul> <p><b>Activity 3:</b> Coordinated outreach and enrollment with Smiles For Kids Day and Sacramento District Dental Society (SDDS).</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• SDDS to conduct targeted outreach during dental screenings to about 5,000 children under 6 and will refer families to CTK.</li> <li>• SDDS to include CTK representatives at events and meetings, to include but not limited to school nurse meetings, healthy start meetings, and preschools.</li> <li>• SDDS to provide on-site dental</li> </ul>	<p>August 07 – June 08</p> <p>July 07 – June 08</p> <p>September 07 – October 07</p> <p>September 07 – October 07</p>	<p>education.</p> <ul style="list-style-type: none"> <li>• Smile Keepers with the dental van to attend 2 events in coordination with CTK to provide an on-site dental setting to allow children to be introduced to dental services for the first time in a non-intimidating environment, as well as provide families with dental education.</li> </ul> <p><b>Activity 3:</b></p> <ul style="list-style-type: none"> <li>• SDDS to provide dental screenings to about 5,000 children under 6</li> <li>• SDDS to provide on-site dental assistance as well as provide families with dental materials such as infant toothbrushes to about 700 children</li> </ul>

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	<p>assistance as well as provide families with dental materials such as infant toothbrushes on Smiles for Kids Day and will refer families to CTk at both the intake and the post treatment levels.</p> <ul style="list-style-type: none"> <li>Screen and refer families with children under 6 who are in need of health insurance to CTk. CTk will provide application assistance and health insurance education.</li> </ul> <p><b>Activity 4:</b> Coordinated outreach and enrollment at faith-based and community-based locations.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Targeted outreach activities within the African American communities</li> <li>Work with City and County District offices to identify community groups and target locations.</li> <li>Work with congregation to engage community in the importance of health coverage and a "medical home".</li> <li>Coordinating enrollment events in conjunction with special events at locations such as churches, community centers, apartment complexes.</li> </ul> <p><b>Activity 5:</b> Coordinated outreach and enrollment with the Community Services Planning Council</p>	<p>Smiles for Kids Day TBD</p> <p>July 07 – June 08</p> <p>August 07 – June 08</p> <p>July 07 – June 08</p>	<p>under 6 at 30 sites on Smiles for Kids Day</p> <p><b>Activity 4:</b></p> <ul style="list-style-type: none"> <li>Applications completed for 300 children</li> <li>70% (210 children) are successfully enrolled</li> <li>70% (147 children) are retained at 13 months.</li> </ul> <p><b>Activity 5:</b></p> <ul style="list-style-type: none"> <li>Screen and refer forms are downloaded on the Sacramento</li> </ul>

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	<p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Work with the Community Services Planning Council to upload screen and referral form onto the <i>Sacramento Beehive</i> website.</li> <li>• Work with the Planning Council to promote use of the website and referral system</li> <li>• Research the possibility of uploading a Healthy Kids enrollment application onto the <i>Sacramento Beehive</i> website</li> <li>• Assist Community Services Planning Council in becoming an Enrollment Entity (EE) and train staff on becoming Certified Application Assistants.</li> <li>• Collect assisted and retention data</li> </ul>	<p>July 07 – June 08</p> <p>July 07 – June 08</p> <p>August 07 – June 08</p> <p>August 07 – June 08</p> <p>August 07 – June 08</p>	<p><i>Beehive</i> Website</p> <ul style="list-style-type: none"> <li>• Referral forms are submitted to CTK</li> <li>• Planning Council becomes an EE and staff are CAAs</li> </ul>
<p><b>Outreach Objective 3:</b> Coordination of coverage for 0-5 year olds through childcare centers and pre-school sites</p>	<p><b>Activity 1:</b> CTK will continue to work with Child Action to conduct needs assessment surveys in childcare centers to identify high populations of uninsured 0-5 year olds and coordinate and conduct enrollment and outreach events.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Work with Child Action staff to conduct needs assessment surveys at child care centers and preschools</li> <li>• CAA's provide application assistance and follow-up services</li> <li>• Mass distribution of brochures and flyers about the services provided by CTK.</li> </ul> <p><b>Activity 2:</b> CTK staff will conduct 100% health coverage for pre-schools to ensure all 0-5 year</p>	<p>July 07 – June 08</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>• Applications completed for 100 children</li> <li>• 70% (70 children) are successfully enrolled</li> <li>• 70% (49 children) are retained at 13 months.</li> </ul> <p><b>Activity 2:</b></p> <ul style="list-style-type: none"> <li>• Applications completed for 500</li> </ul>

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<p><b>Outreach Objective 4:</b> CTK proposes to initiate contractor training in assisting partner agencies and organizations with becoming an Enrollment Entity (EE) and CAA training.</p>	<p>olds have access to health coverage. <i>Proposed sites include, but not limited to Elk Grove Unified School District Bridging Model (Center for infants and toddlers), Beanstalk and private pre-schools.</i></p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Work with organizations to conduct needs assessment surveys at preschools to target uninsured population.</li> <li>• CAA's provide application assistance and follow-up services.</li> <li>• Incentive program developed and implemented to encourage appropriate and timely referrals (site performance contests with prizes)</li> <li>• Information disseminated to child care providers and recipients of subsidized child care through Child Action, Inc, Sacramento's child care resource and referral agency</li> <li>• CTK and Child Care Collaborative CAAs will continue to assist families referred through their program.</li> <li>• Follow-up with child care centers on a yearly basis to ensure maintenance of coverage</li> </ul> <p><b>Activity 1:</b> Conduct CAA trainings for partner agencies and for organizations who have expressed interest in becoming an EE.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• To conduct CAA trainings and help these organizations with the process of</li> </ul>	<p>July 07 – June 08</p>	<p>children</p> <ul style="list-style-type: none"> <li>• 70% (350 children) are successfully enrolled</li> <li>• 70% (245 children) are retained at 13 months.</li> </ul>
<p><b>Outreach Objective 4:</b> CTK proposes to initiate contractor training in assisting partner agencies and organizations with becoming an Enrollment Entity (EE) and CAA training.</p>	<p><b>Activity 1:</b> Conduct CAA trainings for partner agencies and for organizations who have expressed interest in becoming an EE.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• To conduct CAA trainings and help these organizations with the process of</li> </ul>	<p>July 07 – June 08</p> <p>July 07 – June 08</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>• 25 CAA's trained</li> <li>• 5 agencies become EE's</li> </ul>

1. IDENTIFY SPECIFIC MAJOR OBJECTIVES	2. MAJOR FUNCTIONS, TASKS AND/OR ACTIVITIES	3. TIMELINE FOR ACTIVITIES (START AND END DATES)	4. QUANTITY OF SERVICE
	<ul style="list-style-type: none"> <li>becoming an EE.</li> <li>Work with these agencies to collect data on application and retention assistance.</li> </ul>	July 07 – June 08	
<p><b>Outreach Objective 5:</b> Marketing Campaign</p>	<p><b>Activity 1:</b> Continued grassroots advertising campaign including non-English radio, (Spanish, Russian, Hmong) and television and community newspapers.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Work with First 5 Media and Marketing Coordinator to develop marketing messages including 15, 30 and 60-second public service announcements</li> <li>Negotiate and maintain contracts with selected venues</li> <li>Submit a request to Univision – Channel 19 requesting in-kind media support</li> <li>Promote Toll free CTK hotline</li> <li>Update and promote CTK website</li> <li>Request additional in-kind air time.</li> </ul>	<p>July 07 – June 08</p> <p>July 07 – June 08</p> <p>August 07 – June 08</p> <p>August 07 – June 08</p> <p>July 07 – June 08</p> <p>September 07 – June 08</p> <p>September 07 – June 08</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>Applications completed for 300 children</li> <li>70% (210 children) are successfully enrolled</li> <li>70% (147 children) are retained at 13 months.</li> </ul>
<p><b>Business Outreach Objective:</b> Coordination of services with CTK and small business owners to enroll employees' children in Medi-Cal, Healthy Families or other insurance programs</p>	<p><b>Activity 1:</b> To engage small businesses through the Chambers. CTK will continue to work with the Chambers to continue its efforts to outreach to small and mid-size businesses.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Provide more assistance to business owners and help entirely coordinate a intervention that is less time intensive for them and their employees.</li> <li>Promote outreach and enrollment to small and midsize businesses to enroll employees' children in Medi-Cal, Healthy Families or other insurance programs</li> </ul>	<p>July 07 – June 08</p> <p>July 07 – June 08</p> <p>August 07 – June 08</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>Applications completed for 150 children</li> <li>70% (105 children) are successfully enrolled</li> <li>70% (74 children) are retained at 13 months.</li> </ul>

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	<ul style="list-style-type: none"> <li>Informational posters developed to promote affordable healthcare for children to be distributed to businesses and displayed in their HR Department.</li> <li>Distribute posters in various languages at small businesses</li> </ul> <p><b>Activity 2:</b> To continue to try and engage non-traditional businesses such as pharmacy and retail stores to educate them on affordable health insurance.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>CTK distribute posters and outreach materials</li> <li>Distribute CTK screen and refer sheets.</li> </ul>	<p>August 07 – June 08</p> <p>August 07 – June 08</p> <p>July 07 – June 08</p> <p>July 07 – June 08</p> <p>July 07 – June 08</p>	<p><b>Activity 2:</b></p> <ul style="list-style-type: none"> <li>Applications completed for 50 children</li> <li>70% (35 children) are successfully enrolled</li> <li>70% (24 children) are retained at 13 months.</li> </ul>
<p><b>Retention Objective:</b> 70% of Children ages 0-5 will retain coverage at 3, 8, and 13 months retention follow-up sessions.</p> <p><b>Please note:</b> CTK provides retention services to 100% of the families who are assisted each month at least three times a year (3, 8, and 13 month's retention follow-up surveys).</p> <p><b>For FY 07-08, CTK:</b></p> <ul style="list-style-type: none"> <li>Proposes to assist 2,000 children which represent about 1,500 families.</li> <li>Continues to provide retention services to families that were assisted in FY05-06 and FY06-07.</li> </ul>	<p><b>Activity 1:</b> CAA's provide case management services to all families with children ages 0-5.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Evaluate and revise retention follow-up surveys for children ages 0 to 5</li> <li>Refresher training for CAA's on the retention follow-up surveys</li> <li>CAA's contact families 2-3 months after applications are completed to confirm enrollment and troubleshoot problems and encourage the selection of a primary care doctor and making the first appointment</li> <li>CAA's follow-up at 8 months after applications are completed to assess</li> </ul>	<p>July 07 – June 08</p> <p>July 07 – September 08</p> <p>July 07 – September 08</p> <p>July 07 – June 08</p> <p>July 07 – June 08</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>Tracking forms are available for verification</li> <li>2-3 month sessions will show 70% of families have been enrolled in a health care program and have selected a primary care physician/ medical home</li> <li>8 month sessions will show 70% of</li> </ul>

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<ul style="list-style-type: none"> <li>Projects to provide 7,705 retention surveys in FY07-08; cumulatively from FY05-06, FY06-07 and FY07-08</li> <li>Projects 2,568 hours of staff time are needed to conduct these surveys, which represents 1.5 FTE's.</li> </ul>	<p>utilization and troubleshoot any access problems</p> <ul style="list-style-type: none"> <li>Develop postcard reminders to send to families at 10 months after enrollment occurs to remind them of annual eligibility review or recertification processes</li> <li>CAA's follow up at 13 months after enrollment to confirm coverage has been maintained.</li> <li>Staff will attempt three "good" calls which consist of leaving a voice message with a person or on an answering machine, and calling the family at least once in the evening are made to each family for each follow up survey; totaling a minimum of 9 follow-up calls per family during a 13-month period.</li> </ul>	<p>July 07 – June 08</p> <p>July 07 – June 08</p>	<p>families will have at least visited their primary care physician once and are up to date with immunizations</p> <ul style="list-style-type: none"> <li>13 month sessions will show 70% (avoidable disenrollments) of all eligible participants will be contacted to assist with reapplication process and to inquire about utilization i.e. Identify barriers.</li> </ul>
Utilization	<p><b>Activity 1:</b> Parents are educated about health insurance options, utilization and retention strategies.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Bilingual staff trained to conduct education classes</li> <li>Education class is offered to all families receiving application assistance and are in English, Spanish, Russian and Hmong</li> <li>Class attendance is encouraged at enrollment events and at community partner locations.</li> </ul> <p><b>Activity 2:</b> CAA's educate parents about appropriate health care utilization at the time</p>	<p>July 07 – June 08</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>A total of 300 parents or caregivers attend education classes</li> </ul> <p><b>Activity 2:</b></p> <ul style="list-style-type: none"> <li>Preventive care</li> </ul>

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<p><b>TOTAL # of CHILDREN FY07-08:</b>  <b>ASSISTED:</b> 2,000*  <b>ENROLLED:</b> 1,400  <b>RETAINED (projected amount of surveys conducted):</b> 7,705</p> <p><i>*While assisted numbers decrease, retention numbers have increased due to the carry over in retention services which include FY05-06 (Dec05-June06), FY06-07 and projected FY07-08</i></p>	<p>of the appointments.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Preventive care brochure developed and available in English, Spanish, Hmong and Russian</li> <li>CAA's use review brochure with families and encourage the selection of a primary care doctor and scheduling a well-child exam appointment.</li> </ul>	<p>September 07 – June 08</p> <p>September 07 – June 08</p>	<p>brochure is created</p> <ul style="list-style-type: none"> <li>70% of children show an increase in preventive care appointments as shown by the 8 month follow up surveys and 13 month surveys.</li> </ul>
<p><b>TOTAL # of CHILDREN FY08-09:</b>  <b>ASSISTED:</b> 1,800**  <b>ENROLLED:</b> 1,260  <b>RETAINED (projected amount of surveys conducted):</b> 10,405</p> <p><i>**While assisted numbers decrease, retention numbers have increased due to the carry over in retention services which include FY05-06 (Dec05-June06), FY06-07, and projected FY07-08 and FY08-09</i></p>	<p><b>TOTAL # of CHILDREN FY09-10:</b>  <b>ASSISTED:</b> 1,600***  <b>ENROLLED:</b> 1,120  <b>RETAINED (projected amount of surveys conducted):</b> 12,804</p> <p><i>***While assisted numbers decrease, retention numbers have increased due to the carry over in retention services which include FY05-06 (Dec05-June06), FY06-07, and projected FY07-08, FY08-09 and FY09-10</i></p>	<p><b>TOTAL # of CHILDREN:</b>  <b>ASSISTED:</b> 5,400  <b>ENROLLED:</b> 3,780  <b>RETAINED (projected amount of surveys conducted):</b> 30,914</p>	

**TIME FRAME: -- Relating to FY 2008 / 09 July 1, 2008 – June 30, 2009**

1. IDENTIFY SPECIFIC MAJOR OBJECTIVES	2. MAJOR FUNCTIONS, TASKS AND/OR ACTIVITIES	3. TIMELINE FOR ACTIVITIES (START AND END DATES)	4. QUANTITY OF SERVICE
<p><b>Children's Health Insurance Coordinating Committee Objective</b></p>	<p>Activity 1: Children's Health Insurance Coordinating Committee (CHICC) primary purpose is to increase children's access to health care, including early health and development screenings, by increasing the efficiency of community, neighborhood, and direct service programs engaged in outreach, enrollment, and retention efforts.</p> <p>Tasks:</p> <ul style="list-style-type: none"> <li>• Continue to work with CHICC members to revise countywide work plan to coordinate and integrate health insurance outreach and enrollment activities to address gaps, duplication and disparities</li> <li>• Continue to recruit additional partners to join CHICC</li> <li>• CTK with other CHICC members will continue to work to promote best practice models for outreach, enrollment, utilization and retention</li> <li>• CTK staff will continue to attend Cover Kids and Families (CKF) Statewide meetings to troubleshoot and increase communication with MRMIB in regard to Healthy Families and other insurance programs application assistant issues and to inform the CHICC Collaborative of new policy/practice issues.</li> </ul>	<p>July 08 – June 09</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>• 4 CHICC quarterly meetings will occur</li> <li>• County wide work plan revised by CHICC members</li> <li>• Attend CKF quarterly meetings.</li> </ul>
<p><b>Outreach Objective 1:</b> Coordinated outreach at Birth and Beyond Family Resource Centers</p>	<p><b>Activity 1:</b> CTK will continue to work with Family Resource Centers, (Birth and Beyond), to outstation CAA's at the appropriate sites.</p>	<p>July 08 – June 09</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>• CAA's are placed at appropriate</li> </ul>

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<p><b>Outreach Objective 2:</b> Community Engagement and Education</p>	<p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Birth and Beyond will continue to assist in identifying new and appropriate locations for CAA placement and terms that are negotiated</li> <li>• All appropriate staff are to attend a training on procedures and referrals, and are to continue working on active referrals</li> <li>• Birth and Beyond will continue to promote the program internally and refer all families with uninsured children to on-site CAA's</li> <li>• Mass distribution of brochures and flyers about the services provided by CTK.</li> </ul>	<p>July 08 – June 09</p>	<p>locations with the necessary materials and room arrangements</p> <ul style="list-style-type: none"> <li>• Applications completed for 270 children</li> <li>• 70% (189 children) are successfully enrolled</li> <li>• 70% (132 children) are retained at 13 months.</li> </ul>
	<p><b>Activity 1:</b> Continue to hold 20 community enrollment events to provide on-site application assistance and health insurance education targeting families with children under 6.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Continue to meet with organizations such as Birth and Beyond, Smile Keepers, 4<sup>th</sup> R, Child Action, Community Clinics, Pre-schools and Childcare Centers to pick dates and appropriate locations for events and to discuss how previous events can be improved.</li> <li>• Continue to coordinate with collaborative members the theme and details of each event.</li> <li>• Mass distribution of flyers advertising each event through targeted pre-schools.</li> </ul>	<p>July 08 – June 09</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>• 20 events held</li> <li>• Applications completed for 270 children</li> <li>• 70% (189 children) are successfully enrolled</li> <li>• 70% (132 children) are retained at 13 months</li> </ul>

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	<ul style="list-style-type: none"> <li>Continue to advertise and promote events through local ethnic media and targeted venues.</li> <li>Pre-register families for event by making appointments (walk-ins also accepted).</li> <li>Assist families with applications on-site at targeted Community Health Centers, Childcare Centers, and School Readiness sites.</li> </ul>	<p>July 08 – June 09</p> <p>July 08 – June 09</p> <p>July 08 – June 09</p>	
	<p><b>Activity 2:</b> Coordinated outreach and enrollment with Smile Keepers, County of Sacramento Dental Health Program</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Work with CTK to provide on-site dental assistance such as fluoride varnishes, as well as provide families with dental education.</li> <li>With the dental van to attend CTK events to provide an on-site dental setting to allow children to be introduced to dental services for the first time in a non-intimidating environment, as well as provide families with dental education.</li> <li>Work with CTK to pick dates and appropriate locations for events and to discuss how previous events can be improved.</li> <li>Work with CTK to attach health insurance survey to Smile Keeper's report survey screening form. Forms are distributed to families and collected</li> </ul>	<p>July 08 – June 09</p>	<p><b>Activity 2:</b></p> <ul style="list-style-type: none"> <li>Smile Keepers to provide on-site dental assistance such as fluoride varnishes to 400-800 children (depending on number of children attending the pre-school) ages 1-5, as well as provide families with dental education.</li> <li>Smile Keepers with the dental van to attend 2 events in coordination with CTK to provide on-site dental assistance such as sealants and fluoride varnishes.</li> </ul>

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	<p>by teachers.</p> <ul style="list-style-type: none"> <li>• Work with CTK to develop incentive program for teachers to ensure collection of forms.</li> <li>• Screen and refer families with children under 6 who are in need of health insurance to CTK.</li> </ul> <p><b>Activity 3:</b> Coordinated outreach and enrollment with Smiles For Kids Day, and Sacramento District Dental Society (SDSS).</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• SDDS to conduct targeted outreach during dental screenings to about 5,000 children under 6 and will refer families to CTK.</li> <li>• SDDS to include CTK representatives at events and meetings, to include but not limited to school nurse meetings, healthy start meetings, and preschools.</li> <li>• SDDS to provide on-site dental assistance as well as provide families with dental materials such as infant toothbrushes on Smiles for Kids Day and will refer families to CTK at both the intake and the post treatment levels.</li> <li>• Screen and refer families with children under 6 who are in need of health insurance to CTK. CTK will provide application assistance and health insurance education.</li> </ul>	<p>July 08 – June 09</p> <p>July 08 – June 09</p> <p>July 08 – June 09</p> <p>September 08 – October 08</p> <p>September 08 – October 08</p> <p>Smiles for Kids Day TBD</p> <p>July 08 – June 09</p>	<p><b>Activity 3:</b></p> <ul style="list-style-type: none"> <li>• SDDS to provide dental screenings to about 5,000 children under 6</li> <li>• SDDS to provide on-site dental assistance as well as provide families with dental materials such as infant toothbrushes to about 700 children under 6 at 30 sites on Smiles for Kids Day</li> </ul>

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	<p><b>Activity 4:</b> Continue to coordinated outreach and enrollment at faith-based and community-based locations.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Continue targeted outreach activities within the African American communities</li> <li>• Targeted outreach activities within the Russian and Asian communities</li> <li>• Continue to work with City and County District offices to identify community groups and target locations.</li> <li>• Continue to work with congregation to engage community in the importance of health coverage and a "medical home".</li> <li>• Coordinating enrollment events in conjunction with special events at locations such as churches, community centers, apartment complexes.</li> </ul> <p><b>Activity 5:</b> Continue coordinated outreach and enrollment services with the Community Services Planning Council</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Continue to work with the Planning Council to promote use of the website and referral system</li> <li>• Planning Council will continue to promote the program and refer families with uninsured children to CTK</li> <li>• Collect assisted and retention data</li> </ul>	<p>July 08 – June 09</p>	<p><b>Activity 4:</b></p> <ul style="list-style-type: none"> <li>• Applications completed for 270 children</li> <li>• 70% (189 children) are successfully enrolled</li> <li>• 70% (132 children) are retained at 13 months.</li> </ul> <p><b>Activity 5:</b></p> <ul style="list-style-type: none"> <li>• Referral forms are submitted to CTK</li> </ul>

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<p><b>Outreach Objective 3:</b> Coordination of coverage for 0-5 year olds through childcare centers and pre-school sites</p>	<p><b>Activity 1:</b> CTK will continue to work with Child Action to conduct needs assessment surveys in childcare centers to identify high populations of uninsured 0-5 year olds and coordinate and conduct enrollment and outreach events.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Continue to work with Child Action staff to conduct needs assessment surveys at child care centers and preschools</li> <li>• CAA's provide application assistance and follow-up services</li> <li>• Mass distribution of brochures and flyers about the services provided by CTK.</li> </ul> <p><b>Activity 2:</b> CTK staff will continue to conduct 100% health coverage for pre-schools to ensure all 0-5 year olds have access to health coverage. <i>Continue to work with proposed sites Elk Grove Unified School District Bridging Model (Center for infants and toddlers), Beanstalk and private pre-schools.</i></p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Continue to work with organizations to conduct needs assessment surveys at preschools to target uninsured population.</li> <li>• CAA's provide application assistance and follow-up services.</li> <li>• Incentive program reassessed and implemented to encourage appropriate and timely referrals (site performance contests with prizes)</li> </ul>	<p>July 08 – June 09</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>• Applications completed for 90 children</li> <li>• 70% (63 children) are successfully enrolled</li> <li>• 70% (44 children) are retained at 13 months.</li> </ul> <p><b>Activity 2:</b></p> <ul style="list-style-type: none"> <li>• Applications completed for 450 children</li> <li>• 70% (315 children) are successfully enrolled</li> <li>• 70% (221 children) are retained at 13 months.</li> </ul>

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	<ul style="list-style-type: none"> <li>Information disseminated to child care providers and recipients of subsidized child care through Child Action, Inc, Sacramento's child care resource and referral agency</li> <li>CTK and Child Care Collaborative CAAs will continue to assist families referred through their program.</li> <li>Follow-up with child care centers on a yearly basis to ensure maintenance of coverage</li> </ul>	<p>July 08 – June 09</p> <p>July 08 – June 09</p>	
<p><b>Outreach Objective 4:</b> CTK proposes to initiate contractor training in assisting partner agencies and organizations with becoming an Enrollment Entity (EE) and CAA training.</p>	<p><b>Activity 1:</b> Continue to conduct CAA trainings for partner agencies and for organizations who have expressed interest in becoming an EE.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>To conduct CAA trainings and help these organizations with the process of becoming an EE.</li> <li>Work with these agencies to collect data on application and retention assistance.</li> </ul>	<p>July 08 – June 09</p> <p>July 08 – June 09</p> <p>July 08 – June 09</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>25 CAA's trained</li> <li>5 agencies become EE's</li> </ul>
<p><b>Outreach Objective 5:</b> Marketing Campaign</p>	<p><b>Activity 1:</b> Continued grassroots advertising campaign including non-English radio (Spanish, Russian, Hmong) and television and community newspapers.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Work with First 5 Media and Marketing Coordinator to develop marketing messages including 15, 30 and 60-second public service announcements</li> <li>Negotiate and maintain contracts with selected venues</li> <li>Submit a request to Univision – Channel</li> </ul>	<p>July 08 – June 09</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>Applications completed for 270 children</li> <li>70% (189 children) are successfully enrolled</li> <li>70% (132 children) are retained at 13 months.</li> </ul>

1. IDENTIFY SPECIFIC MAJOR OBJECTIVES	2. MAJOR FUNCTIONS, TASKS AND/OR ACTIVITIES	3. TIMELINE FOR ACTIVITIES (START AND END DATES)	4. QUANTITY OF SERVICE
	<p>19 requesting in-kind media support</p> <ul style="list-style-type: none"> <li>Promote Toll free CTK hotline</li> <li>Update and promote CTK website</li> <li>Request additional in-kind air time.</li> </ul>	<p>July 08 – June 09 July 08 – June 09 July 08 – June 09</p>	
<p><b>Business Outreach Objective:</b> Coordination of services with CTK and small business owners to enroll employees' children in Medi-Cal, Healthy Families or other insurance programs</p>	<p><b>Activity 1:</b> Continue to engage small businesses through the Chambers. CTK will continue to work with the Chambers to continue its efforts to outreach to small and mid-size businesses.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Continue to provide more assistance to business owners and help entirely coordinate a intervention that is less time intensive for them and their employees.</li> <li>Promote outreach and enrollment to small and midsize businesses to enroll employees' children in Medi-Cal, Healthy Families or other insurance programs</li> <li>Informational posters developed to promote affordable healthcare for children to be distributed to businesses and displayed in their HR Department.</li> <li>Distribute posters in various languages at small businesses</li> </ul> <p><b>Activity 2:</b> To continue to try and engage non-traditional businesses such as pharmacy and retail stores to educate them on affordable health insurance.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>CTK distribute posters and outreach materials</li> </ul>	<p>July 08 – June 09</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>Applications completed for 135 children</li> <li>70% (94 children) are successfully enrolled</li> <li>70% (66 children) are retained at 13 months.</li> </ul> <p><b>Activity 2:</b></p> <ul style="list-style-type: none"> <li>Applications completed for 45 children</li> <li>70% (32 children) are successfully enrolled</li> <li>70% (22 children)</li> </ul>

1. IDENTIFY SPECIFIC MAJOR OBJECTIVES	2. MAJOR FUNCTIONS, TASKS AND/OR ACTIVITIES	3. TIMELINE FOR ACTIVITIES (START AND END DATES)	4. QUANTITY OF SERVICE
<p><b>Retention Objective:</b> 70% of Children ages 0-5 will retain coverage at 3, 8, and 13 months retention follow-up sessions.</p> <p><b>Please note:</b> CTK provides retention services to 100% of the families who are assisted each month at least three times a year (3, 8, and 13 month's retention follow-up surveys).</p> <p><b>For FY 08-09, CTK:</b></p> <ul style="list-style-type: none"> <li>Proposes to assist 1,800 children which represent about 1,285 families.</li> <li>Continues to provide retention services to families that were assisted in FY05-06, FY06-07 and projected FY07-08.</li> <li>Projects to provide 10,405 retention surveys in FY08-09; cumulatively from FY05-06, FY06-07, FY07-08 and FY08-09</li> <li>Projects 3,468 hours of staff time are needed to conduct these surveys, which represents 2 FTE's.</li> </ul>	<ul style="list-style-type: none"> <li>Distribute CTK screen and refer sheets.</li> </ul> <p><b>Activity 1:</b> CAA's provide case management services to all families with children ages 0-5.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Evaluate and revise retention follow-up surveys for children ages 0 to 5</li> <li>Refresher training for CAA's on the retention follow-up surveys</li> <li>CAA's contact families 2-3 months after applications are completed to confirm enrollment and troubleshoot problems and encourage the selection of a primary care doctor and making the first appointment</li> <li>CAA's follow-up at 8 months after applications are completed to assess utilization and troubleshoot any access problems</li> <li>Develop postcard reminders to send to families at 10 months after enrollment occurs to remind them of annual eligibility review or recertification processes</li> <li>CAA's follow up at 13 months after enrollment to confirm coverage has been maintained.</li> <li>Staff will attempt three "good" calls which consist of leaving a voice message with a person or on an answering machine, and calling the family at least once in the evening are made to each family for each follow up survey; totaling a minimum of 9 follow-up calls per family during a 13-</li> </ul>	<p>July 08 – June 09</p>	<p>are retained at 13 months.</p> <p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>Tracking forms are available for verification</li> <li>2-3 month sessions will show 70% of families have been enrolled in a health care program and have selected a primary care physician/ medical home</li> <li>8 month sessions will show 70% of families will have at least visited their primary care physician once and are up to date with immunizations</li> <li>13 month sessions will show 70% (avoidable disenrollments) of all eligible participants will be contacted to assist with reapplication process and to inquire about</li> </ul>

1. IDENTIFY SPECIFIC MAJOR OBJECTIVES	2. MAJOR FUNCTIONS, TASKS AND/OR ACTIVITIES	3. TIMELINE FOR ACTIVITIES (START AND END DATES)	4. QUANTITY OF SERVICE
	month period.		utilization i.e. Identify barriers.
Utilization	<p><b>Activity 1:</b> Continue to educate parents about health insurance options, utilization and retention strategies.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Bilingual staff trained to conduct education classes</li> <li>Education class is offered to all families receiving application assistance and are in English, Spanish, Russian and Hmong</li> <li>Class attendance is encouraged at enrollment events and at community partner locations.</li> </ul> <p><b>Activity 2:</b> CAA's continue to educate parents about appropriate health care utilization at the time of the appointments.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Preventive care brochure revised and available in English, Spanish, Hmong and Russian</li> <li>CAA's use review brochure with families and encourage the selection of a primary care doctor and scheduling a well-child exam appointment.</li> </ul>	<p>July 08 – June 09</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>A total of 300 parents or caregivers attend education classes</li> </ul> <p><b>Activity 2:</b></p> <ul style="list-style-type: none"> <li>Preventive care brochure is created</li> <li>70% of children show an increase in preventive care appointments as shown by the 8 month follow up surveys and 13 month surveys.</li> </ul>
<p><b>TOTAL # of CHILDREN FY07-08:</b>  ASSISTED: 2,000*  ENROLLED: 1,400  RETAINED (projected amount of</p>	<p><b>TOTAL # of CHILDREN FY08-09:</b>  ASSISTED: 1,800**  ENROLLED: 1,260  RETAINED (projected amount of surveys</p>	<p><b>TOTAL # of CHILDREN FY09-10:</b>  ASSISTED: 1,600***  ENROLLED: 1,120</p>	<p><b>TOTAL # of CHILDREN:</b>  ASSISTED: 5,400  ENROLLED : 3,780</p>

1. IDENTIFY SPECIFIC MAJOR OBJECTIVES	2. MAJOR FUNCTIONS, TASKS AND/OR ACTIVITIES	3. TIMELINE FOR ACTIVITIES (START AND END DATES)	4. QUANTITY OF SERVICE
<p>surveys conducted): 7,705</p> <p>*While assisted numbers decreased, retention numbers have increased due to the carry over in retention services which include FY05-06 (Dec05-June06), FY06-07 and projected FY07-08</p>	<p>conducted): 10,405</p> <p>**While assisted numbers decrease, retention numbers have increased due to the carry over in retention services which include FY05-06 (Dec05-June06), FY06-07, and projected FY07-08 and FY08-09</p>	<p>RETAINED (projected amount of surveys conducted): 12,804</p> <p>***While assisted numbers decrease, retention numbers have increased due to the carry over in retention services which include FY05-06 (Dec05-June06), FY06-07, and projected FY07-08, FY08-09 and FY09-10</p>	<p>RETAINED (projected amount of surveys conducted): 30,914</p>

**TIME FRAME: -- Relating to FY 2009 / 10 July 1, 2009 – June 30, 2010**

1. IDENTIFY SPECIFIC MAJOR OBJECTIVES	2. MAJOR FUNCTIONS, TASKS AND/OR ACTIVITIES	3. TIMELINE FOR ACTIVITIES (START AND END DATES)	4. QUANTITY OF SERVICE
<p><b>Children's Health Insurance Coordinating Committee Objective</b></p>	<p><b>Activity 1:</b> Children's Health Insurance Coordinating Committee (CHICC) primary purpose is to increase children's access to health care, including early health and development screenings, by increasing the efficiency of community, neighborhood, and direct service programs engaged in outreach, enrollment, and retention efforts.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Continue to work with CHICC members to revise countywide work plan to coordinate and integrate health insurance outreach and enrollment activities to address gaps, duplication and disparities</li> <li>• Continue to recruit additional partners to join CHICC</li> <li>• CTK with other CHICC members will continue to work to promote best practice models for outreach, enrollment, utilization and retention</li> <li>• CTK staff will continue to attend Cover Kids and Families (CKF) Statewide meetings to troubleshoot and increase communication with MRMIB in regard to Healthy Families and other insurance programs application assistant issues and to inform the CHICC Collaborative of new policy/practice issues.</li> </ul>	<p>July 09 – June 10</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>• 4 CHICC quarterly meetings will occur</li> <li>• County wide work plan revised by CHICC members</li> <li>• Attend CKF quarterly meetings.</li> </ul>
<p><b>Outreach Objective 1:</b> Coordinated outreach at Birth and Beyond Family Resource Centers</p>	<p><b>Activity 1:</b> CTK will continue to work with Family Resource Centers, (Birth and Beyond), to outstation CAA's at the appropriate sites.</p>	<p>July 09 – June 10</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>• CAA's are placed at appropriate</li> </ul>

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	<p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Birth and Beyond will continue to assist in identifying new and appropriate locations for CAA placement and terms that are negotiated</li> <li>• All appropriate staff are to attend a training on procedures and referrals, and are to continue working on active referrals</li> <li>• Birth and Beyond will continue to promote the program internally and refer all families with uninsured children to on-site CAA's</li> <li>• Mass distribution of brochures and flyers about the services provided by CTK.</li> </ul>	<p>July 09 – June 10</p>	<p>locations with the necessary materials and room arrangements</p> <ul style="list-style-type: none"> <li>• Applications completed for 240 children</li> <li>• 70% (168 children) are successfully enrolled</li> <li>• 70% (118 children) are retained at 13 months.</li> </ul>
<p><b>Outreach Objective 2:</b> Community Engagement and Education</p>	<p><b>Activity 1:</b> Continue to hold 20 community enrollment events to provide on-site application assistance and health insurance education targeting families with children under 6.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Continue to meet with organizations such as Birth and Beyond, Smile Keepers (County of Sacramento), Sacramento Dental Society, 4<sup>th</sup> R, Child Action, Community Clinics, Pre-schools and Childcare Centers to pick dates and appropriate locations for events and to discuss how previous events can be improved.</li> <li>• Continue to coordinate with collaborative members the theme and details of each event.</li> </ul>	<p>July 09 – June 10</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>• 20 events held</li> <li>• Applications completed for 240 children</li> <li>• 70% (168 children) are successfully enrolled</li> <li>• 70% (118 children) are retained at 13 months</li> </ul>

1. IDENTIFY SPECIFIC MAJOR OBJECTIVES	2. MAJOR FUNCTIONS, TASKS AND/OR ACTIVITIES	3. TIMELINE FOR ACTIVITIES (START AND END DATES)	4. QUANTITY OF SERVICE
	<ul style="list-style-type: none"> <li>• Mass distribution of fliers advertising each event through targeted pre-schools.</li> <li>• Continue to advertise and promote events through local ethnic media and targeted venues.</li> <li>• Pre-register families for event by making appointments (walk-ins also accepted).</li> <li>• Assist families with applications on-site at targeted Community Health Centers, Childcare Centers, and School Readiness sites.</li> </ul>	<p>July 09 – June 10</p> <p>July 09 – June 10</p> <p>July 09 – June 10</p>	
	<p><b>Activity 2:</b> Coordinated outreach and enrollment with Smile Keepers, County of Sacramento Dental Health Program</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Work with CTK to provide on-site dental assistance such as fluoride varnishes, as well as provide families with dental education.</li> <li>• With the dental van to attend CTK events to provide an on-site dental setting to allow children to be introduced to dental services for the first time in a non-intimidating environment, as well as provide families with dental education.</li> <li>• Work with CTK to pick dates and to appropriate locations for events and to discuss how previous events can be improved.</li> <li>• Work with CTK to attach health insurance survey to Smile Keeper's</li> </ul>	<p>July 09 – June 10</p>	<p><b>Activity 2:</b></p> <ul style="list-style-type: none"> <li>• Smile Keepers to provide on-site dental assistance such as fluoride varnishes to 400-800 children (depending on number of children attending the pre-school) ages 1-5, as well as provide families with dental education.</li> <li>• Smile Keepers with the dental van to attend 2 events in coordination with CTK to provide on-site dental assistance such as sealants and fluoride varnishes.</li> </ul>

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	<p>report survey screening form. Forms are distributed to families and collected by teachers.</p> <ul style="list-style-type: none"> <li>• Work with CTK to develop incentive program for teachers to ensure collection of forms.</li> <li>• Screen and refer families with children under 6 who are in need of health insurance to CTK.</li> </ul> <p><b>Activity 3:</b> Coordinated outreach and enrollment with Smiles For Kids Day and Sacramento District Dental Society (SDSS).</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• SDDS to conduct targeted outreach during dental screenings to about 5,000 children under 6 and will refer families to CTK.</li> <li>• SDDS to include CTK representatives at events and meetings, to include but not limited to school nurse meetings, healthy start meetings, and preschools.</li> <li>• SDDS to provide on-site dental assistance as well as provide families with dental materials such as infant toothbrushes on Smiles for Kids Day and will refer families to CTK at both the intake and the post treatment levels.</li> <li>• Screen and refer families with children under 6 who are in need of health insurance to CTK. CTK will provide application assistance and health</li> </ul>	<p>July 09 – June 10</p> <p>July 09 – June 10</p> <p>July 09 – June 10</p> <p>September 09 – October 09</p> <p>September 09 – October 09</p> <p>Smiles for Kids Day TBD</p> <p>July 09 – June 10</p>	<p><b>Activity 3:</b></p> <ul style="list-style-type: none"> <li>• SDDS to provide dental screenings to about 5,000 children under 6</li> <li>• SDDS to provide on-site dental assistance as well as provide families with dental materials such as infant toothbrushes to about 700 children under 6 at 30 sites on Smiles for Kids Day</li> </ul>

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	<p>insurance education.</p> <p><b>Activity 4:</b> Continue to coordinated outreach and enrollment at faith-based and community-based locations.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Continue targeted outreach activities within the African American communities</li> <li>• Targeted outreach activities within the Russian and Asian communities</li> <li>• Continue to work with City and County District offices to identify community groups and target locations.</li> <li>• Continue to work with congregation to engage community in the importance of health coverage and a "medical home".</li> <li>• Coordinating enrollment events in conjunction with special events at locations such as churches, community centers, apartment complexes.</li> </ul> <p><b>Activity 5:</b> Continue coordinated outreach and enrollment services with the Community Services Planning Council</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Continue to work with the Planning Council to promote use of the website and referral system</li> <li>• Planning Council will continue to promote the program and refer families with uninsured children to CTK</li> </ul>	<p>July 09 – June 10</p>	<p><b>Activity 4:</b></p> <ul style="list-style-type: none"> <li>• Applications completed for 240 children</li> <li>• 70% (168 children) are successfully enrolled</li> <li>• 70% (118 children) are retained at 13 months.</li> </ul> <p><b>Activity 5:</b></p> <ul style="list-style-type: none"> <li>• Referral forms are submitted to CTK</li> </ul>

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<p><b>Outreach Objective 3:</b> Coordination of coverage for 0-5 year olds through childcare centers and pre-school sites</p>	<ul style="list-style-type: none"> <li>Collect assisted and retention data</li> </ul> <p><b>Activity 1:</b> CTK will continue to work with Child Action to conduct needs assessment surveys in childcare centers to identify high populations of uninsured 0-5 year olds and coordinate and conduct enrollment and outreach events.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Continue to work with Child Action staff to conduct needs assessment surveys at child care centers and preschools</li> <li>CAA's provide application assistance and follow-up services</li> <li>Mass distribution of brochures and flyers about the services provided by CTK.</li> </ul> <p><b>Activity 2:</b> CTK staff will continue to conduct 100% health coverage for pre-schools to ensure all 0-5 year olds have access to health coverage. <i>Continue to work with proposed sites Elk Grove Unified School District Bridging Model (Center for infants and toddlers), Beanstalk and private pre-schools.</i></p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Continue to work with organizations to conduct needs assessment surveys at preschools to target uninsured population.</li> <li>CAA's provide application assistance and follow-up services.</li> <li>Incentive program reassessed and implemented to encourage appropriate and timely referrals (site performance contests with prizes)</li> </ul>	<p>July 09 – June 10</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>Applications completed for 80 children</li> <li>70% (56 children) are successfully enrolled</li> <li>70% (39 children) are retained at 13 months.</li> </ul> <p><b>Activity 2:</b></p> <ul style="list-style-type: none"> <li>Applications completed for 400 children</li> <li>70% (280 children) are successfully enrolled</li> <li>70% (196 children) are retained at 13 months.</li> </ul>

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	<ul style="list-style-type: none"> <li>Information disseminated to child care providers and recipients of subsidized child care through Child Action, Inc, Sacramento's child care resource and referral agency</li> <li>CTK and Child Care Collaborative CAAs will continue to assist families referred through their program.</li> <li>Follow-up with child care centers on a yearly basis to ensure maintenance of coverage</li> </ul>	<p>July 09 – June 10</p> <p>July 09 – June 10</p>	
<p><b>Outreach Objective 4:</b> CTK proposes to initiate contractor training in assisting partner agencies and organizations with becoming an Enrollment Entity (EE) and CAA training.</p>	<p><b>Activity 1:</b> Continue to conduct CAA trainings for partner agencies and for organizations who have expressed interest in becoming an EE.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>To conduct CAA trainings and help these organizations with the process of becoming an EE.</li> <li>Work with these agencies to collect data on application and retention assistance.</li> </ul>	<p>July 09 – June 10</p> <p>July 09 – June 10</p> <p>July 09 – June 10</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>25 CAA's trained</li> <li>5 agencies become EE's</li> </ul>
<p><b>Outreach Objective 5:</b> Marketing Campaign</p>	<p><b>Activity 1:</b> Continued grassroots advertising campaign including non-English radio (Spanish, Russian, Hmong) and television and community newspapers.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Work with First 5 Media and Marketing Coordinator to develop marketing messages including 15, 30 and 60-second public service announcements</li> <li>Negotiate and maintain contracts with selected venues</li> <li>Submit a request to Univision – Channel</li> </ul>	<p>July 09 – June 10</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>Applications completed for 240 children</li> <li>70% (168 children) are successfully enrolled</li> <li>70% (118 children) are retained at 13 months.</li> </ul>

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	<p>19 requesting in-kind media support</p> <ul style="list-style-type: none"> <li>Promote Toll free CTK hotline</li> <li>Update and promote CTK website</li> <li>Request additional in-kind air time.</li> </ul>	<p>July 09 – June 10 July 09 – June 10 July 09 – June 10</p>	
<p><b>Business Outreach Objective:</b> Coordination of services with CTK and small business owners to enroll employees' children in Medi-Cal, Healthy Families or other insurance programs</p>	<p><b>Activity 1:</b> Continue to engage small businesses through the Chambers. CTK will continue to work with the Chambers to continue its efforts to outreach to small and mid-size businesses.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Continue to provide more assistance to business owners and help entirely coordinate a intervention that is less time intensive for them and their employees.</li> <li>Promote outreach and enrollment to small and midsize businesses to enroll employees' children in Medi-Cal, Healthy Families or other insurance programs</li> <li>Informational posters developed to promote affordable healthcare for children to be distributed to businesses and displayed in their HR Department.</li> <li>Distribute posters in various languages at small businesses</li> </ul> <p><b>Activity 2:</b> To continue to try and engage non-traditional businesses such as pharmacy and retail stores to educate them on affordable health insurance.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>CTK distribute posters and outreach</li> </ul>	<p>July 09 – June 10</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>Applications completed for 120 children</li> <li>70% (84 children) are successfully enrolled</li> <li>70% (58 children) are retained at 13 months.</li> </ul> <p><b>Activity 2:</b></p> <ul style="list-style-type: none"> <li>Applications completed for 40 children</li> <li>70% (28 children) are successfully enrolled</li> <li>70% (19 children)</li> </ul>

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<p>materials</p> <ul style="list-style-type: none"> <li>Distribute CTK screen and refer sheets.</li> </ul>	<p>July 09 – June 10</p>	<p>are retained at 13 months.</p>	
<p><b>Retention Objective:</b> 70% of Children ages 0-5 will retain coverage at 3, 8, and 13 months retention follow-up sessions.</p> <p><b>Please note:</b> CTK provides retention services to 100% of the families who are assisted each month at least three times a year (3, 8, and 13 month's retention follow-up surveys).</p> <p><b>For FY 08-09, CTK:</b></p> <ul style="list-style-type: none"> <li>Proposes to assist 1,600 children which represent about 1,142 families.</li> <li>Continues to provide retention services to families that were assisted in FY05-06, FY06-07 and projected FY07-08 and FY08-09.</li> <li>Projects to provide 12,804 retention surveys in FY09-10; cumulatively from FY05-06, FY06-07, FY07-08, FY08-09 and FY09-10</li> <li>Projects 4,268 hours of staff time are needed to conduct these surveys, which represents 2.5FTE's.</li> </ul>	<p><b>Activity 1:</b> CAA's provide case management services to all families with children ages 0-5.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Evaluate and revise retention follow-up surveys for children ages 0 to 5</li> <li>Refresher training for CAA's on the retention follow-up surveys</li> <li>CAA's contact families 2-3 months after applications are completed to confirm enrollment and troubleshoot problems and encourage the selection of a primary care doctor and making the first appointment</li> <li>CAA's follow-up at 8 months after applications are completed to assess utilization and troubleshoot any access problems</li> <li>Develop postcard reminders to send to families at 10 months after enrollment occurs to remind them of annual eligibility review or recertification processes</li> <li>CAA's follow up at 13 months after enrollment to confirm coverage has been maintained.</li> <li>Staff will attempt three "good" calls which consist of leaving a voice message with a person or on an answering machine, and calling the family at least once in the evening are made to each family for each follow up survey; totaling a minimum of 9 follow-up calls per family during a 13-</li> </ul>	<p>July 09 – June 10</p>	<p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>Tracking forms are available for verification</li> <li>2-3 month sessions will show 70% of families have been enrolled in a health care program and have selected a primary care physician/ medical home</li> <li>8 month sessions will show 70% of families will have at least visited their primary care physician once and are up to date with immunizations</li> <li>13 month sessions will show 70% (avoidable disenrollments) of all eligible participants will be contacted to assist with reapplication process and to inquire about</li> </ul>

1. IDENTIFY SPECIFIC MAJOR OBJECTIVES	2. MAJOR FUNCTIONS, TASKS AND/OR ACTIVITIES	3. TIMELINE FOR ACTIVITIES (START AND END DATES)	4. QUANTITY OF SERVICE
<p><b>Utilization</b></p>	<p>month period.</p> <p><b>Activity 1:</b> Continue to educate parents about health insurance options, utilization and retention strategies.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Bilingual staff trained to conduct education classes</li> <li>• Education class is offered to all families receiving application assistance and are in English, Spanish, Russian and Hmong</li> <li>• Class attendance is encouraged at enrollment events and at community partner locations.</li> </ul> <p><b>Activity 2:</b> CAA's continue to educate parents about appropriate health care utilization at the time of the appointments.</p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Preventive care brochure revised and available in English, Spanish, Hmong and Russian</li> <li>• CAA's use review brochure with families and encourage the selection of a primary care doctor and scheduling a well-child exam appointment.</li> </ul>	<p>July 09 – June 10</p>	<p>utilization i.e. identify barriers.</p> <p><b>Activity 1:</b></p> <ul style="list-style-type: none"> <li>• A total of 300 parents or caregivers attend education classes</li> </ul> <p><b>Activity 2:</b></p> <ul style="list-style-type: none"> <li>• Preventive care brochure is created</li> <li>• 70% of children show an increase in preventive care appointments as shown by the 8 month follow up surveys and 13 month surveys.</li> </ul>
<p><b>TOTAL # of CHILDREN FY07-08:</b>  ASSISTED: 2,000*  ENROLLED: 1,400  <b>RETAINED (projected amount of</b></p>	<p><b>TOTAL # of CHILDREN FY08-09:</b>  ASSISTED: 1,800**  ENROLLED: 1,260  <b>RETAINED (projected amount of surveys</b></p>	<p><b>TOTAL # of CHILDREN FY09-10:</b>  ASSISTED: 1,600***  ENROLLED: 1,120</p>	<p><b>TOTAL # of CHILDREN:</b>  ASSISTED: 5,400  ENROLLED : 3,780</p>

1. IDENTIFY SPECIFIC MAJOR OBJECTIVES	2. MAJOR FUNCTIONS, TASKS AND/OR ACTIVITIES	3. TIMELINE FOR ACTIVITIES (START AND END DATES)	4. QUANTITY OF SERVICE
<p>surveys conducted): 7,705</p> <p>*While assisted numbers decrease, retention numbers have increased due to the carry over in retention services which include FY05-06 (Dec05-June06), FY06-07 and projected FY07-08</p>	<p>conducted): 10,405</p> <p>**While assisted numbers decrease, retention numbers have increased due to the carry over in retention services which include FY05-06 (Dec05-June06), FY06-07, and projected FY07-08 and FY08-09</p>	<p>RETAINED (projected amount of surveys conducted): 12,804</p> <p>***While assisted numbers decrease, retention numbers have increased due to the carry over in retention services which include FY05-06 (Dec05-June06), FY06-07, and projected FY07-08, FY08-09 and FY09-10</p>	<p>RETAINED(projected amount of surveys conducted): 30,914</p>

**EXHIBIT B to Agreement  
between the  
FIRST 5 SACRAMENTO COMMISSION  
hereinafter referred to as "COMMISSION," and  
THE CITY OF SACRAMENTO, COVER THE KIDS,  
hereinafter referred to as "CONTRACTOR"**

**BUDGET REQUIREMENTS**

**1. MAXIMUM PAYMENT TO CONTRACTOR**

- A. The Maximum Total Payment Amount under this Agreement is:  
**\$3,000,000.00**
- B. The Maximum Total Payment Amount shall be paid out on a reimbursement basis. Contractor shall submit invoices on a quarterly basis, by the 15<sup>th</sup> of the following month, for expenses incurred in the prior quarter.
- C. Funds received from the COMMISSION shall be used for to provide services identified in Exhibit A, Scope of Services, of this Agreement. Annual budgets must be reviewed and signed by CONTRACTOR'S Program Manager and Fiscal Officer and approved by COMMISSION staff prior to any payments being issued for this Agreement.
- D. Expenditures shall not exceed the specified amounts identified in the annual budget; to the extent that costs exceed those amounts, they are the responsibility of the CONTRACTOR. If CONTRACTOR fails to use the funding as specified, CONTRACTOR shall be required to return/reimburse the COMMISSION for the amount of the Maximum Total Payment Amount under this Agreement.

**2. BUDGET REVISIONS**

Revisions to approved fiscal year budgets may be made in accordance with the COMMISSION'S budget revision policy.

**3. ROLL OVER OF UNEXPENDED FUNDS**

The COMMISSION'S roll over policy does not permit roll over of unexpended funds except under a very limited set of circumstances:

- To fund capital projects/assets that were budgeted in one contract year, and because of unforeseen delays in the project, will be purchased in the following contract year.
- To fund encumbrances not invoiced by the end of the fiscal year.

CONTRACTOR may request roll over under these limited circumstances and in accordance with COMMISSION'S fiscal policies. Requests for roll over must be made prior to the expenditure of the funds and prior to the expiration of the agreement.