



REPORT TO COUNCIL

City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www. CityofSacramento.org

Consent
December 14, 2010

Honorable Mayor and
Members of the City Council

Title: Contract: Cover the Kids Program: County of Sacramento, Department of Human Assistance

Location/Council District: Citywide

Recommendation: Adopt a **Resolution** 1) repealing City Council Resolution 2010-442; 2) authorizing the City Manager, or a designated representative, to execute a three-year agreement and any amendments thereto with the County of Sacramento, Department of Human Assistance to provide outreach, enrollment, retention and utilization of Medi-Cal services to children for the Fiscal Years (FY)2010/11, FY2011/12, and FY2012/13 for an amount not to exceed \$223,786, which agreement supersedes City Contract 2010-0609.

Contact: David Mitchell, Operations Manager, 808-6076;
Jennifer Kwan, Program Manager, 808-3800

Presenters: Not applicable

Department: Parks and Recreation

Division: Children's Health Initiative

Organization No: 19001751

Description/Analysis

Issue: On July 27, 2010, the City Council approved Resolution No. 2010-442, which authorized the City Manager, or a designated representative, to execute a three-year agreement and any amendments thereto with the County of Sacramento, Department of Human Assistance to provide outreach, enrollment, retention and utilization of Medi-Cal services to children for the Fiscal Years (FY)2010/11, FY2011/12, and FY2012/13 for an amount not to exceed \$223,786. The City and the County of Sacramento did not notice until after the City Council approved Resolution No. 2010-442 that the County inadvertently provided an incorrect version of the contract to attach to, and make part of, the resolution. The City and County discovered this oversight after the City Clerk assigned the contract a number 2010-0602, but before the contract was executed by both parties. Resolution No. 2010-442 should be repealed, and new resolution should be adopted authorizing the City Manager to execute the correct version of the contract.

Policy Considerations: This report is also consistent with the City Council's strategic plan to achieve sustainability and livability and its mission to protect preserve and enhance the quality of life for present and future generations.

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns administrative activities that will not have any significant effect on the environment and that do not constitute a "project," as defined by CEQA Guidelines sections 15061(b)(3), 15378 (b)(2).

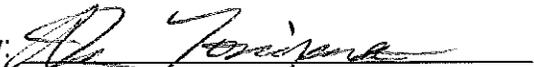
Sustainability Considerations: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Approval of this agreement will support the CTK program objectives by expanding its capacity to outreach and assist to enroll the Medi-Cal population through the County of Sacramento's Department of Human Assistance. Execution of this contract supports the City's CTK programs contractual obligation to the First 5 Sacramento Commission to provide outreach, enrollment, retention and utilization of Medi-Cal services to children.

Financial Considerations: There is no General Fund support required for this item. Funding for these services will be paid through the First 5 Sacramento Commission grant and other funders in annual amounts not to exceed \$70,987 in FY2010/11, \$74,536 in FY2011/12, and \$78,263 in FY2012/13 for a total dollar amount not to exceed \$223,786.

Emerging Small Business Development (ESBD): There are no ESBD considerations with this report.

Respectfully Submitted by: 
David Mitchell
Operations Manager

Approved by: 
James L. Combs
Director of Parks and Recreation

Recommendation Approved:


Gus Vina
Interim City Manager

APPROVED AS TO FORM:

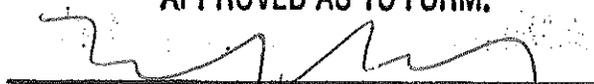

CITY ATTORNEY

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BACKGROUND

On July 27, 2010, the City Council approved Resolution No. 2010-442, which authorized the City Manager, or a designated representative, to execute a three-year agreement and any amendments thereto with the County of Sacramento, Department of Human Assistance to provide outreach, enrollment, retention and utilization of Medi-Cal services to children for the Fiscal Years (FY)2010/11, FY2011/12, and FY2012/13 for an amount not to exceed \$223,786. The City and the County of Sacramento did not notice until after the City Council approved Resolution No. 2010-442 that the County inadvertently provided an incorrect version of the contract to attach to, and make part of, the resolution. The City and County discovered this oversight after the City Clerk assigned the contract a number 2010-0602, but before the contract was executed by both parties. Resolution No. 2010-442 should be repealed, and new resolution should be adopted authorizing the City Manager to execute the correct version of the contract.

Cover the Kids (CTK) is a broad-based collaborative partnership housed in the City of Sacramento, Department of Parks and Recreation representing both public and private entities that has been coordinating health insurance coverage outreach, enrollment (application assistance), retention and utilization services since late 1998. CTK expanded its efforts in 2003 and has developed a comprehensive plan to provide medical, dental and vision coverage to the uninsured children in Sacramento County. CTK's charter focuses on two areas: 1) enrolling eligible children in existing health programs and 2) creating an additional insurance product, Healthy Kids, for those kids that are ineligible for Medi-Cal and Healthy Families coverage.

Since its inception, CTK has assisted to enroll over 34,200 children in Sacramento County into comprehensive health insurance programs such as Medi-Cal, Healthy Families, Kaiser Permanente's Child Health Plan, and Healthy Kids. CTK is ranked the 15th highest Enrollment Entity (of approximately 2,117) in the state of California, due to the number of children CTK enrolls into the Healthy Families Program. Since 2000 Sacramento County has increased enrollment into the Healthy Families Program by 303%. According to the 2007 California Health Interview Survey (CHIS) data released in January 2009, the number of uninsured children ages 0-18 has decreased to 16,000 in Sacramento County, a reduction of 10,000 children from the 2005 CHIS data.

The agreement with the County of Sacramento, Department of Human Assistance (DHA) establishes a working arrangement in which CTK employees work in collaboration with DHA in processing referrals for the CTK program that may have eligibility to Medi-Cal, or who may have lost eligibility to Medi-Cal services and have potential eligibility to the CTK program. In this process, an outstationed County Eligibility Specialist, Spanish Language, Latino Culture will process Medi-Cal applications referred by CTK and make referrals to other potential sources of Medical coverage.



RESOLUTION NO.

Adopted by the Sacramento City Council

December 14, 2010

CONTRACT: COVER THE KIDS PROGRAM: COUNTY OF SACRAMENTO, DEPARTMENT OF HUMAN ASSISTANCE

BACKGROUND

- A. The Department of Parks and Recreation has operated the City's Cover the Kids (CTK), Sacramento Children's Health Initiative since 1998 successfully assisting more than 34,000 children access affordable health care.
- B. In April of 2010, the First 5 Sacramento Commission accepted the new proposal submitted by CTK for a three-year grant to provide outreach, enrollment, retention and utilization services to families with children up to age six. CTK will subcontract with County of Sacramento, Department of Human Assistance to provide Medi-Cal services for Fiscal Years (FY) 2010/11, FY2011/12, and FY2012/13, as outlined in the scope of work in an amount not to exceed \$223,786.
- C. On July 27, 2010, the City Council approved Resolution No. 2010-442, which authorized the City Manager, or a designated representative, to execute a three-year agreement and any amendments thereto with the County of Sacramento, Department of Human Assistance to provide outreach, enrollment, retention and utilization of Medi-Cal services to children for the Fiscal Years (FY)2010/11, FY2011/12, and FY2012/13 for an amount not to exceed \$223,786.
- D. The City and the County of Sacramento did not notice until after the City Council approved Resolution No. 2010-442 that the County inadvertently provided an incorrect version of the contract to attach to, and make part of, the resolution. The City and County discovered this oversight after the City Clerk assigned the contract a number 2010-0602, but before the contract was executed by both parties. Resolution No. 2010-442 should be repealed, and new resolution should be adopted authorizing the City Manager to execute the correct version of the contract, which contract will supersede Contract 2010-0602.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. City Council Resolution 2010-442 is repealed.

Section 2. The City Manager, or a designated representative, is authorized to

execute a three-year agreement and any amendments thereto with the County of Sacramento, Department of Human Assistance to provide outreach, enrollment, retention and utilization of Medi-Cal services to children for FY2010/11, FY2011/12, and FY2012/13 for an amount not to exceed \$223,786, which contract supersedes Contract 2010-0602.

Section 3. The agreement described in Section 2 is attached as Exhibit A and made a part of this Resolution.

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Exhibit A – Agreement with the County of Sacramento, Department of Human Assistance



12/14/10

Requires Council Approval: No YES Meeting: 12/07/10

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Select Contract Type, PO Type: Select PO Type, Attachment: Original No., Original Doc Number, \$ Not to Exceed: \$223,786.00, Other Party: County of Sacramento, Dept. of Human Assistance, Certified Copies of Document, Project Name: Cover the Kids - DHA Eligibility Worker, Deed: None/Included/Separate, Project Number, Bid Transaction #, E/SBE-DBE-M/WBE.

Department Information

Department: Parks and Recreation Division: Children's Health Initiative
Project Mgr: Jennifer Kwan Supervisor:
Contract Services: Date: 11/16/10 Division Mgr: Dave Mitchell
Phone Number: 808-3800 Org Number: 19001751 Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Supervisor, Division Manager, Operations Manager.

Table with columns: City Attorney, Signature or Initial, Date. Row for City Attorney (M Sparks).

Send Interoffice Mail Notify for Pick Up

Table with columns: Authorization, Signature or Initial, Date. Row for Combs, James, Department Director.

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is not part of the contract. (DPR 06-18-09)

For City Clerk Processing Finalized: Initial: Date: Imaged: Initial: Date: Received: (City Clerk Stamp Here)

**AGREEMENT
(REVENUE)**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20__, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the City of Sacramento, "COVER THE KIDS", a public agency, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR wishes to fund one Department of Human Assistance Eligibility Specialist to assist them by determining Medi-Cal eligibility for children ages 0 to 5, and

WHEREAS, the Department of Human Assistance, hereinafter referred to as "DHA", is the COUNTY's welfare department; and

WHEREAS, COUNTY is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this Agreement and the exhibits which are part of this Agreement; and

WHEREAS, the Board of Supervisors authorized the DIRECTOR of DHA to enter into the Agreement on behalf of COUNTY by Resolution No. 2010-0604; and

WHEREAS, pursuant to Resolution No. 2010-0604, the Interim Director has authority to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$20,000.

WHEREAS, COUNTY 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, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

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

II. TERM

This Agreement shall be for the period commencing as of the date of signature and ending June 30, 2013.

III. 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:

TO COUNTY

TO CONTRACTOR

INTERIM DIRECTOR
Department of Human Assistance
2433 Marconi Avenue
Sacramento, California 95821

Director of Cover the Kids
Jennifer Kwan
City of Sacramento
Cover the Kids
1331 Garden Highway
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. All administrative and program site address changes must be reported in writing to the Contracts Unit Manager at 2433 Marconi Avenue, Sacramento, CA 95821 at least 90-days prior to the change.

IV. COMPLIANCE WITH LAWS

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

V. CONFIDENTIALITY

A. PII is Personally Identifiable Information, information directly obtained in the course of performing an administrative function on behalf of a welfare program, such as determining eligibility, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, address, social security number, date of birth, driver's license number or identification number. PII may be electronic or on paper.

B. As required by State and Federal laws and regulations, including California Welfare and Institutions Code Section 10850 and Division 19-000 of the State Department of Social Services manual of Policies and Procedures, CONTRACTOR is required to safeguard PII and not publish or disclose, use or permit, or cause to be published, disclosed, or used, any PII pertaining to an applicant or recipient for any purpose not directly connected with the administration of public social services. Access to this PII is restricted to only those staff who need the PII to perform their official duties as specified in this contract.

C. CONTRACTOR must use all reasonable measures to prevent non-authorized personnel and visitors from accessing, controlling, or viewing this PII.

D. CONTRACTOR staff are not to access their own public assistance records, nor the records of friends, family, acquaintances, co-workers, or tenants for any reason.

E. CONTRACTOR agrees to inform all of its employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state law is a misdemeanor.

VI. SECURITY

A. CONTRACTOR staff for whom CalWIN accounts or other DHA Accounts are requested must be 18 years or older and must first comply with the following: pass a California State Department of Justice security clearance, view the DHA security video, sign the DHA Staff Statement of Confidentiality (DHA form SC63), and sign the DHA security agreement (DHA form SC1170).

- B. CONTRACTOR shall ensure that data containing PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Such data must not be removed from the premises except for routine business purposes. Such data shall not be left unattended at any time in vehicles or airplanes and in checked baggage on commercial airplanes.
- C. CONTRACTOR shall dispose of paper documents containing PII through confidential means, such as cross cut shredding and pulverizing.
- D. CONTRACTOR shall ensure that only the minimum amount of PII is downloaded onto systems, electronic equipment, and media, such as computers, laptops, notebooks, hard drives, flash drives, CDs/DVDs, when absolutely necessary for current business purposes.
- E. CONTRACTOR shall ensure that all PII is wiped from systems, electronic equipment, and media when the data is no longer legally required.
- F. CONTRACTOR shall ensure that all e-mails that include PII that are sent outside of its e-mail environment are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.
- G. CONTRACTOR shall ensure that all computers, laptops, notebooks, and other systems that process and/or store PII have commercial third-party anti-virus software installed and that such software is updated when new anti-virus definitions or software releases are available.
- H. CONTRACTOR shall ensure that all electronic equipment and media, such as computers, laptops, notebooks, hard drives, flash drives, CDs/DVDs, that contain PII are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.

VII. IN THE EVENT OF INCIDENTS

- A. Incidents include actual or suspected intrusion, loss or unauthorized use or disclosure of PII.
- B. In the event of an incident, CONTRACTOR shall immediately, no later than within 24 hours, notify the COUNTY by telephone call or e-mail. Telephone 916 875-3610 or e-mail DHA-ISO@saccounty.net. CONTRACTOR shall provide a description of the incident, including date, time, and location; numbers of documents, files, and records; names of all clients affected; description of the PII and its source; type of system, equipment, or media affected; description of how the data was physically stored, contained, or packaged; names of persons involved; probable causes; corrective actions taken or planned; if the incident was reported to law enforcement, the law enforcement report number; and any other details about the incident as requested by COUNTY.
- C. In the event of an incident, if requested by COUNTY, CONTRACTOR shall immediately, for the purpose of reviewing compromised PII:
 - Allow COUNTY to access and review the content of CONTRACTOR's systems, equipment, and media affected by the incident.
 - Provide to the COUNTY copies of electronic documents and records containing PII that resided on CONTRACTOR's systems, equipment, or media at the time of the incident

VIII. 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.

IX. LICENSES AND PERMITS

- A. 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 COUNTY. 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 COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so disbarred or suspended.

X. PERFORMANCE STANDARDS

COUNTY shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services.

XI. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY 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, address, telephone number, social security number and whether dependent health insurance coverage is available to CONTRACTOR.

XII. 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.

XIII. GOOD NEIGHBOR POLICY

Not applicable to this Agreement.

XIV. NONDISCRIMINATION IN EMPLOYMENT, SERVICE, BENEFITS AND FACILITIES

- A. COUNTY and CONTRACTOR each agrees and assures the other that such party 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 either party, 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. Each party shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. COUNTY and CONTRACTOR each represent 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.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.

XV. INDEMNIFICATION

CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including 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.

COUNTY 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 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 COUNTY's Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of COUNTY 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, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors. It is also the intention of COUNTY 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, COUNTY's Board of Supervisors and CONTRACTOR's subcontractors.

XVI. INSURANCE

Each party, at its sole cost and expense, shall carry insurance -- or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general 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.

XVII. 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 COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XVIII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. COUNTY shall be compensated in accordance with Exhibit B, attached hereto.
- B. COUNTY shall submit an invoice on the forms and in accordance with the procedures prescribed by CONTRACTOR on a monthly basis. CONTRACTOR shall pay COUNTY within thirty (30) days after receipt of a COUNTY's invoice.
- C. COUNTY shall maintain for two years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement.

XIX. SUBCONTRACTS, ASSIGNMENT

- A. COUNTY shall obtain prior written approval from CONTRACTOR before subcontracting any of the services delivered under this Agreement, which approval shall not be unreasonably withheld.
- B. This Agreement is not assignable by COUNTY in whole or in part, without the prior written consent of CONTRACTOR.

XX. 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 COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXI. TIME

Time is of the essence of this Agreement.

XXII. 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.

XXIII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Human Assistance or his/her designee.

XXIV. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves.

XXV. TERMINATION

- A. Either party 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 a party and it is later determined that the other party 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. Either party may terminate this Agreement for cause upon ten (10) days written notice to the other party materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. If notice of termination for cause is given by a party and it is later determined that the other party 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) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or for any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A, B or C above COUNTY shall be paid for any services completed and provided and for costs incurred prior to the effective date of termination.
- E. In the event of termination, COUNTY shall cancel any outstanding expense obligations to a third party that COUNTY can legally cancel.

XXVI. AUDITS AND RECORDS

Upon CONTRACTOR's request, CONTRACTOR or its designee shall have the right at reasonable times and intervals to audit, at COUNTY's premises, COUNTY's financial and program records as are necessary to determine COUNTY's compliance with legal and contractual requirements and the correctness of claims submitted by COUNTY. COUNTY shall maintain such records for a period of two years following termination of the Agreement, and shall make them available for copying upon CONTRACTOR's request at CONTRACTOR's expense.

XXVII. PRIOR AGREEMENTS

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

XXVIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXIX. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXX. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXI. DUPLICATE COUNTERPARTS

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

XXXII. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A and B attached hereto are part of this Agreement and are incorporated herein by reference.

XXXIII. AUTHORITY TO EXECUTE

Each person executing the Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

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

COUNTY OF SACRAMENTO
a political subdivision of the State of California

CITY OF SACRAMENTO, "Cover The Kids"
a public agency

By _____
Paul G. Lake, Interim Director
Department of Human Assistance or
Designee as per S.C.C. 2.61.012(h)

By _____
Cassandra H.B. Jennings
Title Assistant City Manager

Date _____

Date _____

"COUNTY"

94-6000410
Employer Tax Identification Number

"CONTRACTOR"

CONTRACT AND CONTRACTOR TAX STATUS REVIEWED AND APPROVED BY COUNTY COUNSEL

Agreement approved by Janice Snyder on 8/2/10

By: _____

Date: _____

APPROVED AS TO FORM:



CITY ATTORNEY

**EXHIBIT "A" to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY", and
City of Sacramento, "Cover The Kids" Program
hereinafter referred to as "CONTRACTOR" or "CTK"**

SCOPE OF SERVICES

I. PROGRAM DESCRIPTION

This Agreement is established between the City of Sacramento Cover the Kids program (hereinafter referred to as CTK or CONTRACTOR) and the County of Sacramento, Department of Human Assistance (hereinafter referred to as COUNTY), to delineate the responsibilities of each party with respect to the eligibility determination of applicants for the CTK Program and the Medi-Cal Program, and the processing of potential CTK and/or Medi-Cal applications. The initial focus of this outreach project is children aged 0 to 5 years old; the focus for services at CTK in general is children aged 0 to 18.

This Agreement establishes a working arrangement in which CONTRACTOR employees work in collaboration with DHA in processing referrals for the CTK program. In this process, an outstationed County Eligibility Specialist, Spanish Language, Latino Culture will process Medi-Cal applications referred by CONTRACTOR and make referrals to other potential sources of medical coverage.

II. DEFINITIONS

As used in this Agreement, the following terms shall be as described the following meanings:

- A. "WORKER or ESSLLC" means an Eligibility Specialist Spanish Language Latino Culture.
- B. "DISPOSED" means a Medi-Cal application that has been either approved or denied. Approved or denied applications are dispositions.
- C. "POTENTIAL MEDI-CAL ELIGIBILITY" mean uninsured or underinsured Sacramento County residents.

III. DESCRIPTION OF SERVICES

- A. COUNTY agrees to:
 - 1. Assign one (1) FTE ESSLLC to research and perform Medi-Cal eligibility determinations for the potential applicants of the CTK program that are referred to that worker by staff under the direction of the City of Sacramento Cover the Kids Program.
 - 2. The ESSLLC will work based out of the CTK business office location at 1331 Garden Highway, Sacramento CA 95833.
 - 3. The ESSLLC work shift hours will be from 8:00 am to 5:00 pm, Monday to Friday. Any proposed changes in work hours or schedule must be discussed between the COUNTY and CONTRACTOR, with the final determination by COUNTY. COUNTY will communicate with CONTRACTOR any COUNTY authorized time changes such as planned vacation, trainings, etc. DHA shall provide coverage for planned absences of assigned ES of two weeks or more for sick leave, vacation, meetings and training with another ESSLLC.
 - 4. At some point the ESSLLC may be subject to the furlough process. DHA will inform CONTRACTOR in advance if this process is to occur, and which dates may be affected by this county requirement.

5. Assigned ESSLLC staff shall be under the direction, supervision, and control of COUNTY. Basic supervision and support services for the ESSLLC worker will be provided by DHA; problems or concerns that may occur will be discussed with the assigned DHA Bureau Eligibility Supervisor and/or the DHA Program Manager. All terms of employment of WORKERS, which includes wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be determined by COUNTY.
6. The ESSLLC will review referrals from the CTK program, receive and process applications for Medi-Cal case disposition as appropriate. The processed and approved Medi-Cal applications will be forwarded to a DHA continuing Bureau. Referrals that are not appropriate for Medi-Cal, but may meet criteria for CTK, will be referred back to CONTRACTOR.
7. In the event additional verifications are needed, the ESSLLC will communicate with the CONTRACTOR staff as to the need for assistance in gathering the additional data.
8. Upon approval or denial of either CMISP and/or Medi-Cal, the ESSLLC will communicate case disposition regarding the eligibility decision with CONTRACTOR.

B. CONTRACTOR agrees to:

1. Make referrals to the ESSLLC for the purpose of potential determination of eligibility to Medi-Cal programs for residents of Sacramento County, aged 0 to 5 years of age. The CONTRACTOR staff will gather all the necessary supporting verification to the extent that they are able to research this potential eligibility.
2. CONTRACTOR will comply and require its employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the SDSS Manual of Policies and Procedures, to assure that:
 - a) All applications and records concerning an individual made or kept by the CONTRACTOR, COUNTY, or any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services or for services provided under this contract 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.
 - b) No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an application or recipient.
 - c) CONTRACTOR shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.
 - d) CONTRACTOR will provide for the ESSLLC an unshared office space, an ergonomically appropriate work station that includes work surfaces, a locking file cabinet, telephone voice line, access to a confidential fax line and parking facilities.

IV. EVALUATION

COUNTY may at any time, evaluate this program. Adequate notice shall be given to CONTRACTOR of such action, and CONTRACTOR shall be given opportunities to participate and respond in the evaluation process.

**EXHIBIT "B" to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY", and
The City of Sacramento, "Cover The Kids" program,
hereinafter referred to as "CONTRACTOR" or "CTK"**

BUDGET REQUIREMENTS

I. MAXIMUM REIMBURSEMENT TO COUNTY

The Maximum Total Reimbursement Amount under this Agreement is: \$223,786.00

The maximum total reimbursement for fiscal year 2010/2011 is: \$70,987.00

The maximum total reimbursement for fiscal year 2011/2012 is: \$74,536.00

The maximum total reimbursement for fiscal year 2012/2013 is: \$78,263.00

II. COMPENSATION

CTK agrees to compensate COUNTY for the salary and benefits of one (1) FTE Eligibility Specialist, Spanish Language Latino Culture.

III. CLAIMS FOR PAYMENT

- A. COUNTY shall submit a billing statement on a quarterly basis, listing ESLLC hours of service
- B. CTK shall pay COUNTY within 30 days from receipt of the quarterly billing statement.
- C. Agreement number DHA-W-149-11 must be identified on every reimbursement submitted.
- D. Reimbursements must be mailed or hand delivered to:
 - Budget and Billing Division
 - Sacramento County Department of Human Assistance
 - 3075 Prospect Park Drive, Suite 170
 - Rancho Cordova, CA 95670