

## **RESOLUTION NO. 2010-442**

Adopted by the Sacramento City Council

July 27, 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.

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

- Section 1. 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.
- Section 2. The agreement described in Section 1 is attached as Exhibit A and made a part of this Resolution.

#### **Table of Contents:**

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

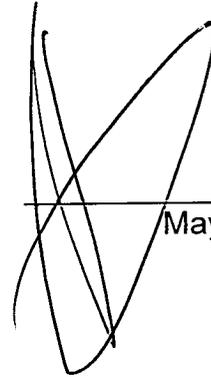
Adopted by the City of Sacramento City Council on July 27, 2010 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Waters, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: Councilmember Tretheway.

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Mayor Kevin Johnson

Attest:

  
Shirley Concolino, City Clerk

**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  
2427 Marconi Avenue, Suite 203  
Sacramento, CA 95821-4807

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

**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 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 and agreed upon by both the County and CONTRACTOR. The 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.

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.