

## **RESOLUTION NO. 2010-444**

Adopted by the Sacramento City Council

July 27, 2010

### **CONTRACT: COVER THE KIDS PROGRAM: HEALTHY KIDS HEALTHY FUTURE**

#### **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 34,200 children access affordable health care and played a key role in the formation of the Healthy Kids Healthy Future, Regional Children's Health Initiative.
- B. The City of Sacramento has been asked to provide staff services to the Healthy Kids Healthy Future Regional Children's Health Initiative for Fiscal Year 2010/11.

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

- Section 1. The City Manager, or his designated representative, is authorized to execute an agreement and any extensions or amendments related thereto with Healthy Kids Healthy Future, to provide staff services for this regional children's health initiative project
- Section 2. Revenue and expenditure grant budgets in the amount of \$100,334 to support the project from July 1, 2010, through June 30, 2011, are established.
- Section 3. 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 Healthy Kids Healthy Future

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.

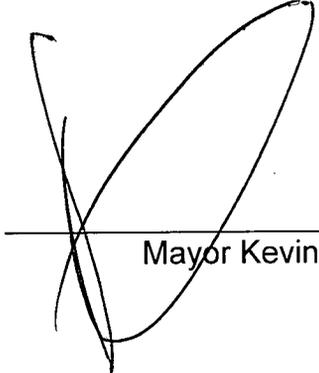
Noes: None.

Abstain: None.

Absent: Councilmember Tretheway.

Attest:

  
Shirley Concolino, City Clerk

  
Mayor Kevin Johnson

AGREEMENT  
BETWEEN THE CITY OF SACRAMENTO  
AND HEALTHY KIDS HEALTH FUTURE

This AGREEMENT is made at Sacramento, California, as of \_\_\_\_\_, by and between the City of Sacramento, a municipal corporation ("City"), and Healthy Kids Healthy Future (HKHF), a California non-profit corporation. The City and HKHF may be referred to collectively as "Parties" or in the singular as "Party", as the context requires.

RECITALS

WHEREAS, children living below 300 percent of the federal poverty rate and are residents of El Dorado, Placer, Colusa, Yuba and Sacramento Counties may have access to affordable health insurance for their children ages 0-18.

WHEREAS, HKHF provides affordable insurance options for eligible children ages 0-18 whose family income is below 300 percent of the federal poverty rate.

WHEREAS, HKHF seeks to enter into a contract with another party to provide staff to operate the insurance program at HKHF during the period beginning July 1, 2010 through June 30, 2011;

THEREFORE, the Parties agree as follows:

1. TERM

This Agreement shall be effective from the date it is executed by both Parties, through June 30, 2011, unless sooner terminated pursuant to the provisions of this Agreement.

2. Healthy Kids Healthy Future Responsibilities

A. Determine HKHF program criteria, broad program goals, in consultation with the which is not limited to the following:

1. Coordination with local Enrollment Entities
2. Fundraising and Public Relations
3. Financial Management
4. Coordination with Public Agencies/Public Policy Advocacy
5. Management and Performance Reporting.

B. Provide the funding for operation of the program as identified in Attachment A.

- C. During the entire term of this Agreement, maintain Commercial General Liability insurance with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage;

The policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officials, employees and volunteers shall be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of HKHF; products and completed operations of HKHF; premises owned, leased or used by HKHF. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officials, employees or volunteers.
- (2) HKHF, insurance coverage shall be primary insurance as respects any allegation or claim of a dangerous condition of public property or any negligent act or omission of willful misconduct of HKHF, its officials, employees, or volunteers in connection with the performance or nonperformance of this agreement. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall not contribute with it as respects any allegation or claim of a dangerous condition of public property or any negligent act or omission or willful misconduct of HKHF, its officials, employees, or volunteers in connection with the performance or nonperformance of this Agreement.
- (3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officials, employees or volunteers.
- (4) Coverage shall state that HKHF insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) The insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the City and the City. In addition, Healthy Kids, Health Future agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to the City and the City approves the reduction in coverage or limits. HKHF further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior to written notice has been given to the City and the City approves such increases.

### 3. CITY'S RESPONSIBILITIES

- A. Organize and operate all aspects of HKHF program as directed by the HKHF Governing Board and listed in Attachment B.
- B. Shall provide Agency with a fully qualified Executive Director as described in Attachment C.
- C. The City shall invoice HKHF, for all approved expenditures for contract labor and related services costs as identified in Attachment A. Payment to the City shall be made within 30 days after receipt of the City's invoice.

### 4. INDEMNITY

HKHF shall fully defend, indemnify and save harmless, the City, its officials, employees, and volunteers, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by, or result from, any allegation or omission or willful misconduct of HKHF, its officials, employees, or volunteers in connection with the performance or nonperformance of this Agreement.

The City shall fully defend, indemnify and save harmless, HKHF, its officials, employees, and volunteers, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties, and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by HKHF, attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by, or result from, any negligent act or omission or willful misconduct of the City, its officials, employees, or volunteers in connection with the performance or nonperformance of this Agreement.

### 5. NO JOINT VENTURE

The city is an independent contractor, and this Agreement does not establish any partnership, joint venture, or other relationship between the Parties.

### 6. NO GRANT OF AGENCY

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to the Agreement, to bind the other Party to any obligation whatsoever.

## 7. NON-WAIVER

Waiver of any breach of, or default under, this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or another provision of the Agreement.

## 8. DISPUTE RESOLUTION

The Parties shall meet and attempt in good faith and using their best and reasonable efforts to resolve any dispute arising under this Agreement. If such dispute is not resolved by the Parties, then the Parties may submit the dispute to an independent mutually-agreed upon arbitrator. The arbitrator 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 arbitrator to be relevant to the dispute. The decision on the arbitrator shall be advisory and not binding on the Parties. Nothing in this agreement shall prohibit the parties from agreeing to allow the arbitrator to attempt to mediate the dispute prior to hearing the matter and issuing a decision.

## 9. 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 should 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. If this Agreement is terminated under paragraph A or B above, the City shall

be paid for any services completed and provided and for costs incurred prior to the effective date of termination.

- D. In the event of termination, the City shall cancel any outstanding expense obligations to a third party that the City can legally cancel.

#### 10. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains all of the terms and conditions as agreed upon by the Parties, and supersedes any and all oral or written communications by and between the Parties. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the Parties. In the event of a conflict between this Agreement and any other agreement or understanding executed by the Parties subsequent to the commencement of this Agreement, the terms of this Agreement shall prevail and be controlling unless such other agreement expressly provides to the contrary.

#### 11. ASSIGNMENT PROHIBITED

Neither Party may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

#### 12. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed by the law of the State of California, the state in which this Agreement was signed.

#### 13. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

#### 14. CAPTIONS

The headings or captions contained in this Agreement are for identification purposes only and shall have no effect upon the construction or interpretation of this Agreement.

#### 15. AMBIGUITIES

The Parties have each carefully reviewed this Agreement and have agreed to each term of

this Agreement. No ambiguity shall be presumed to be construed against either Party.

#### 16. AUTHORITY

The people whose signatures appear below are authorized to execute this Agreement as the representatives of their respective Parties and to bind said Parties to the terms of this Agreement. This Agreement is subject to the approval by each Party's governing body.

#### 17. NOTICE

Any communication required during the term of this Agreement, including without limitation, notice of termination or cancellation, shall be deemed given when placed in the United States Mail, postage prepaid, and addressed as follows:

**Healthy Kids Healthy Future**

By \_\_\_\_\_

Richard Pan, M.D., M.P.H. Chair  
1321 Garden Hwy, Suite 200  
Sacramento, Ca 95833

**City of Sacramento**

By \_\_\_\_\_

Dave Mitchell, Operations Manager  
City of Sacramento  
915 I Street, 5<sup>th</sup> Floor  
Sacramento, CA 95814

## HEALTHY KIDS HEALTHY FUTURE

### *City of Sacramento Budget*

	<u>FY10-11</u>
Executive Director	\$ 66,307
Benefits (@ 40%)	26,523
Operational Support	<u>7,504</u>
TOTAL	<u>\$100,334</u>

Notes:

Salaries and benefits are calculated at 75% of actual salaries and benefits.

Operational Support is 8% of Salaries and Benefits and includes mileage, office rent, office equipment usage, etc.

HEALTHY KIDS HEALTHY FUTURE - Administrative Duties

The staffing allocation of the Executive Director's time is 75% for regional activities and 25% for local activities.

<i>Coordination and Oversight of Outreach and Application Assistance</i>	<b>Proposed Responsibility</b>	<b>Time Allocation</b>
<input type="checkbox"/> Develop an outreach plan, with schedule and objectives	LOCAL	18% Local 7% Regional
<input type="checkbox"/> Monitor implementation of the outreach plan	LOCAL	
<input type="checkbox"/> Create a Children's Health Insurance Coordinating Committee and develop written and other informational materials	LOCAL	
<input type="checkbox"/> Ensure application materials are developed which will allow sufficient information to screen for all participating programs	LOCAL	
Oversee the development of an information technology system to process new applications.	LOCAL/REGIONAL	
<input type="checkbox"/> Develop systems for collecting initial premiums	LOCAL/REGIONAL	
<input type="checkbox"/> Develop operating instructions and manuals for all application assistors.	LOCAL	
<input type="checkbox"/> Hire and train linguistically capable assistors, maintain updated skills	LOCAL	
<input type="checkbox"/> Supervise performance of supervisory employees of OERU program	LOCAL	
<input type="checkbox"/> Monitor numbers and distribution of application assistors throughout the county to achieve outreach objectives	LOCAL	
<input type="checkbox"/> Ensure timely transmission of information on candidacy for eligibility to appropriate prospective public payer i.e. MediCal, Healthy Families, Healthy Kids	LOCAL/REGIONAL	
<input type="checkbox"/> Conduct County "Local Program Administrative" (LPA) meetings	REGIONAL	<b>Total 25%</b>
<i>Oversight of Eligibility Determination, Enrollment and Renewal</i>	<i>Proposed Responsibility</i>	<i>Regional Time Allocation</i>
<input checked="" type="checkbox"/> Create and monitor an enrollment and renewal process that collects accurate data for eligibility determination, secures data, develops needed data bases for operations and evaluation	REGIONAL	2% Local 13% Regional
<input type="checkbox"/> Develop timeline for enrollment processing (e.g. if applications received by certain date, they will be effective at first of following month)	REGIONAL	
<input type="checkbox"/> Maintain information systems to track application, eligibility determination, renewal, premium billing and payment, accounts receivable and payable, reporting enrollments and disenrollments	REGIONAL	
<input type="checkbox"/> Develop and implement warning systems to monitor enrollment capacity and clearly communicate to member re: membership status.	LOCAL/REGIONAL	<b>Total 15%</b>
<i>Community Information and Marketing</i>	<i>Proposed Responsibility</i>	<i>Regional Time Allocation</i>

<input type="checkbox"/> Monitor the communications plan to deliver timely messages in synchronization with planning, fundraising, outreach, and implementation.	LOCAL/REGIONAL	3% Local 7% Regional
<input type="checkbox"/> Coordinate CHI outreach activities with entities whose constituencies are persons in families with low income (schools, childcare services, community clinics, etc.)	LOCAL	
<input type="checkbox"/> Monitor and assess effectiveness of communications and marketing plans	LOCAL/REGIONAL	Total 10%
<i>Fundraising and Public Relations</i>	<i>Proposed Responsibility</i>	<i>Time Allocation</i>
<input type="checkbox"/> Proposal writing/fundraising to match enrollment targets	REGIONAL	Regional 10%
		Total 10%
<i>Financial Management</i>	<i>Proposed Responsibility</i>	<i>Time Allocation</i>
<input type="checkbox"/> Develop multi-year financial projections (re: fundraising and enrollment caps)	REGIONAL	
<input type="checkbox"/> Develop annual budget and monitor with regular reports	REGIONAL	
<input type="checkbox"/> Manage disbursements to Health Net for hardship fund [if applicable]	REGIONAL	Regional 25%
<input type="checkbox"/> Oversee accounting activities for region, i.e. monthly premiums payments to contracted health plans (behavioral, vision and dental) per contractual terms based on certified eligibility lists	REGIONAL	
<input type="checkbox"/> Assure appropriate money handling practices and bonding	REGIONAL	Total 25%
<i>Coordination with Public Agencies/Public Policy Advocacy</i>	<i>Proposed Responsibility</i>	<i>Time Allocation</i>
<input type="checkbox"/> Establish through regular meetings, advisory boards, memoranda of agreement and other means operating relationships with MRMIB (Healthy Families), Dept. Of Human Assistance (DHA), County Department of Health and Human Services (DHHS), and State Department of Health Services (Medi-Cal); California Children's Services (CCS); Women Infants and Children (WIC); and Access for Infants and Mothers (AIM).	REGIONAL	Regional 5%
		Total 5%
<i>Management and Performance Reporting</i>	<i>Proposed Responsibility</i>	<i>Time Allocation</i>
<input type="checkbox"/> Develop and modify performance reports for leadership, community and vendors	REGIONAL	Local 2%
<input type="checkbox"/> Monitor external consultants	REGIONAL	Regional 8%
<input type="checkbox"/> Maintain adequate infrastructure to perform administrative duties	LOCAL/REGIONAL	
<input type="checkbox"/> Meet with and report to funders	LOCAL/REGIONAL	Total 10%

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 07/08/10
<b>PRODUCER</b> Contact: Michette Robinson 916-566-2800 Wells Fargo Ins Svcs USA, Inc. 2480 Natomas Park Drive, Suite 200 Sacramento, CA 95833-4558	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b>  Healthy Kids Healthy Future 1331 Garden Hwy Sacramento, CA 95833	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: ITT Hartford Insurance Group	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57SBARG1464	07/01/10	07/01/11	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
	OTHER				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>  City of Sacramento 915 I Street Sacramento, CA 95814	<b>CANCELLATION Ten Day Notice for Non-Payment of Premium</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.