

RESOLUTION NO. 2011-587

Adopted by the Sacramento City Council

October 25, 2011

APPROVING AGREEMENT WITH HEALTHY KIDS HEALTHY FUTURE FOR THE COVER THE KIDS PROGRAM

BACKGROUND

- A. The Department of Parks and Recreation has operated the Cover the Kids (CTK) health insurance program for children ages 0-18 since 1998, successfully assisting more than 34,200 children to access affordable health care.
- B. In 2005 CTK was instrumental in the formation of a 501(c)(3) entity known as Healthy Kids Healthy Future (HKHF) to provide an administrative home for a locally-developed Healthy Kids insurance product and distribute premiums to eligible families in a cost-effective manner.
- C. The City of Sacramento has been asked to continue to provide executive director services to Healthy Kids Healthy Future for the period July 1 to August 12, 2011.

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

- Section 1. The City Manager or designee is authorized to execute an agreement and any other related documents with Healthy Kids Healthy Future (HKHF), a regional non-profit organization, as necessary for the City's Cover The Kids children's health insurance program to provide executive director services to HKHF from July 1 to August 12, 2011, and be reimbursed by HKHF up to \$5,480.
- Section 2. The City Manager or designee is authorized to adjust the grant and operating revenue and expenditure budgets as necessary to implement the agreement.
- 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 October 25, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

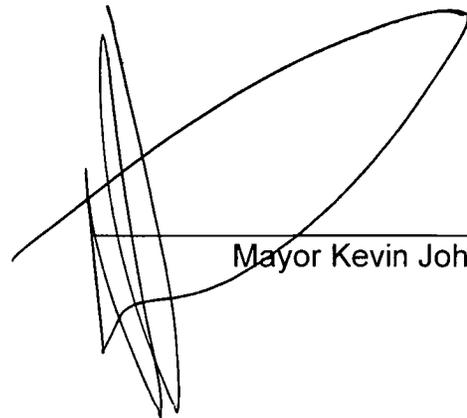
Noes: None.

Abstain: None.

Absent: None.

Attest:


Shirley Concolino, City Clerk


Mayor Kevin Johnson

AGREEMENT
BETWEEN THE CITY OF SACRAMENTO
AND HEALTHY KIDS HEALTHY 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 not 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, City operates the Cover the Kids program which includes offering HKHF’s insurance coverage.

WHEREAS, HKHF seeks to enter into a contract with City to provide staff to operate HKHF’s insurance program during the period July 1, 2011, through June 30, 2012.

THEREFORE, the Parties agree as follows:

1. TERM

This Agreement shall be effective July 1, 2011, through June 30, 2012, unless sooner terminated pursuant to the provisions of this Agreement.

2. HEALTHY KIDS HEALTHY FUTURE RESPONSIBILITIES

HKHF agrees to provide the following services to City:

A. Determine HKHF program criteria and broad program goals, in consultation with the City, which shall include and not be 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. Pay to the City within 30 days of receipt of the City's invoice.
- D. Maintain, during the entire term of this Agreement, 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 coverages shall not be canceled except after thirty (30) days prior written notice has been given to the City. In addition, Healthy Kids Healthy 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 written notice has been given to the City and the City approves such increases.

3. CITY'S RESPONSIBILITIES

City agrees to provide the following services to HKHF:

- A. Organize and operate all aspects of HKHF program as listed in Attachment B.

- B. Provide HKHF with a fully qualified Executive Director as described in Attachment C.
- C. Invoice HKHF for all approved expenditures for contract labor and related services as identified in Attachment A.

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 negligent act 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 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 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 of 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.
- 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 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 laws 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

Kirsten Rogers
1331 Garden Highway
Sacramento CA 95833

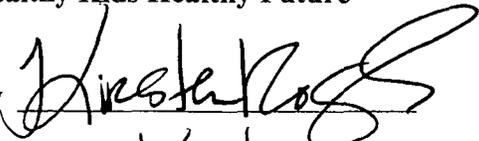
City of Sacramento

David Mitchell
Operations Manager
915 I Street, 5th Floor
Sacramento CA 95814

Executed as of the day and year first above stated.

Healthy Kids Healthy Future

City of Sacramento
A Municipal Corporation

By 

By _____

Print Name: Kirsten Rogers

Print Name: _____

Title: Board Chair

Title: _____

For: William H. Edgar, Interim City Manager

APPROVED AS TO FORM:



Sheryl Patterson
Senior Deputy City Attorney

ATTEST:

City Clerk

City of Sacramento Budget

	<u>FY11-12</u>
Executive Director	\$ 3,500
Benefits @ 45%	1,575
Operational Support	<u>405</u>
TOTAL	<u>\$ 5,480</u>

Notes:
Salaries and benefits are calculated at 30% 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

Attachment B

The staffing allocation of the Executive Director's time is 30% for regional activities and 70% for local activities.

<i>Coordination and Oversight of Outreach and Application Assistance</i>	<i>Responsibility</i>	<i>Time Allocation</i>
<input type="checkbox"/> Develop an outreach plan, with schedule and objectives	LOCAL	15% Local 5% 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	
<input type="checkbox"/> Oversee the development and management of an information technology system to process new applications	LOCAL/REGIONAL	
<input type="checkbox"/> Develop and maintain 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, e.g., MediCal, Healthy Families, Healthy Kids	LOCAL/REGIONAL	
<input type="checkbox"/> Conduct County "Local Program Administrative" (LPA) meetings	REGIONAL	Total 20%

<i>Oversight of Eligibility Determination, Enrollment and Renewal</i>	<i>Responsibility</i>	<i>Time Allocation</i>
<input type="checkbox"/> Create and monitor a disenrollment process through natural attrition and unscheduled disenrollments to ramp down the Healthy Kids program and close premium operations.	REGIONAL	2% Local 8% Regional
<input type="checkbox"/> Develop and maintain timeline for disenrollment processing	REGIONAL	
<input type="checkbox"/> Maintain information systems to track application, eligibility determination, renewal, disenrollment, premium billing and payment, accounts receivable and payable, reporting enrollments and disenrollments	REGIONAL	
<input type="checkbox"/> Develop, implement and maintain warning systems to monitor enrollment capacity and clearly communicate to member re: membership status	LOCAL/REGIONAL	
		Total 10%

<i>Fundraising and Public Relations</i>	<i>Responsibility</i>	<i>Time Allocation</i>
<input type="checkbox"/> Proposal writing/fundraising	LOCAL/REGIONAL	8% Local 7% Regional
		Total 15%

<i>Community Information and Marketing</i>	<i>Responsibility</i>	<i>Time Allocation</i>
<input type="checkbox"/> Monitor the communications plan to deliver timely messages in synchronization with planning, fundraising, outreach, and implementation	LOCAL/REGIONAL	15% Local 5% Regional Total 20%
<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	

<i>Financial Management</i>	<i>Responsibility</i>	<i>Time Allocation</i>
<input type="checkbox"/> Develop multi-year financial projections (re: fundraising and enrollment caps)	LOCAL/REGIONAL	5% Local 15% Regional Total 20%
<input type="checkbox"/> Develop annual budget and monitor with regular reports	LOCAL/REGIONAL	
<input type="checkbox"/> Oversee accounting activities i.e. monthly premiums payments to contracted health plans (behavioral, vision and dental) per contractual terms based on certified eligibility lists	LOCAL/REGIONAL	
<input type="checkbox"/> Assure appropriate money handling practices and bonding	REGIONAL	

<i>Coordination with Public Agencies/Public Policy Advocacy</i>	<i>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).	LOCAL/REGIONAL	2% Local 3% Regional Total 5%

<i>Management and Performance Reporting</i>	<i>Responsibility</i>	<i>Time Allocation</i>
<input type="checkbox"/> Develop and modify performance reports for leadership, community and vendors	REGIONAL	2% Local 8% Regional Total 10%
<input type="checkbox"/> Monitor external consultants	LOCAL/REGIONAL	
<input type="checkbox"/> Maintain adequate infrastructure to perform administrative duties	LOCAL/REGIONAL	
<input type="checkbox"/> Meet with and report to funders	LOCAL/REGIONAL	

Total 100%

HEALTHY KIDS HEALTHY FUTURE

Job Description: Executive Director

Position Summary:

The Executive Director (ED) is responsible for the overall coordination of operations and services according to the governing bylaws. S/he reports directly to the Chairman of the Governing Board (GB) and carries out the mission of Healthy Kids Healthy Future according to policies established by the GB. S/he provides support to the Executive Committee and is responsible for ensuring effective communications with the GB Members and the participating collaborating agencies. In addition, the ED serves as the primary interface between the GB and the contracted Health Plan to ensure health plan compliance with contractual terms and conditions.

Principal Duties:

Administrative Operations

1. Create administrative support systems, e.g., contact lists, filing and record keeping systems that facilitate effective communications and information sharing between the participating counties and the GB.
2. Communicate and/or meet regularly with Board Chairman to review communications and activities that require board review and decision making.
3. Prepare documents which require board approval for signature and submit to board member with designated signature authority.
4. Communicate and meet as needed with Board Secretary to prepare board meeting agendas and supporting packet including previous minutes and distribute to GB per bylaws.
5. Maintain Bylaws and Standing Orders and provide information as needed to GB members.
6. Assist with coordination and communication of committee meetings and participate as needed.
7. Maintain working knowledge of regulations which affect operations of HKHF, e.g. Knox Keene, Brown Act, NCQA, Non-profit, First 5's, etc.
8. Develop operations manuals which guide program activities in accordance with GB policies.
9. Develop templates for contracts, MOU's, etc. and negotiate their acceptance and signature per GB direction.

Fiscal Operations

1. Create accounting support systems that facilitate effective reporting and information sharing between the participating counties and the governing board.
2. Communicate and meet regularly with Board Treasurer to process and maintain accounts payable and accounts receivable accounts.
3. Establish and maintain banking system.
4. Establish and maintain payroll system.
5. Develop and monitor annual operating budget as approved by GB.
6. Develop and maintain budget reporting system.
7. Maintain central records of Fund Raising Committee and report on monies pledged and received.
8. Develop and maintain fiscal operating procedures according to GB policies.
9. Maintain accounting records according to standards established by auditor and cooperate with annual audit by independent, external auditor.
10. Prepare annual budget report for the GB.

Personnel Administration

1. Develop and maintain job descriptions for all personnel.
2. Develop and maintain performance review system.
3. Process payroll according to policies & procedures.
4. Hire and supervise staff.
5. Develop personnel policies & procedures that conform to Federal and State regulations.
6. Advise GB of any personnel issues that require disciplinary action.

Daily Operations Oversight

1. Negotiate contracts and arrange for central office and meeting space, furnishings, equipment and utilities.
2. Maintain office space and milieu according to budget and mission guidelines.

Community Relations

1. Develop and maintain public relations materials which describe the mission of HKHF.
2. Interface with participating county agencies and provide requested information on HKHF.
3. Interface with professional organizations and establish shared communication systems, e.g. California Medical and Dental Associations.
4. Respond to phone calls, written and email inquiries about HKHF and provide requested information.
5. Represent HKHF at public functions and professional meetings as requested by the GB.

Health Plan Compliance

1. Maintain contract files and reports.
2. Interface with local enrollment entities to identify successes and obstacles to enrollment goals.
3. Interface with Health Plan representative to report successes and problems which need resolution.
4. Receive and maintain reports from Health Plan.
5. Prepare summary reports for Evaluation Committee and GB.
6. Coordinate sharing of information and work of Evaluation Committee and designated Evaluation Staff or Consultants.
7. Prepare annual performance summary report for the GB.

Other Duties

1. Participate in other activities as designated by the GB within the time constraints allotted to the position and other administrative priorities.