

# AGREEMENT FOR SERVICES

#460-PHD0605

## CaliforniaKids Healthcare Foundation

### HEALTHCARE FOR UNINSURED CHILDREN

**THIS AGREEMENT** made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and CaliforniaKids Healthcare Foundation, a California Non Profit Public Benefit Corporation, qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 5200 Lankershim Boulevard, Suite 360, North Hollywood, California 91601, (hereinafter referred to as "Contractor");

#### W I T N E S S E T H

**WHEREAS**, in March, 2003, the Board of Supervisors approved the Health Alliance Strategic Planning Report which included 3 Action Plan Areas regarding improving access to health care services, especially for children; and

**WHEREAS**, a major goal stated in Action Area 1 was that of assuring that every El Dorado County child has affordable access to health care and included funding to be used for a children's health insurance program for those low income families who do not qualify for other programs offered today, such as Medi-Cal or Healthy Families; and

**WHEREAS**, County has identified a qualified contractor to coordinate and implement a children's health care program that provides access to preventive and primary outpatient health care services for the children who meet the requirements for this new program; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest, are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## ARTICLE I

**Scope of Services:** Contractor agrees, by September 15, 2005, to coordinate, implement, and assume operational responsibility for a children's health care program that provides preventive and primary outpatient health care services, a medical advice line, dental, vision, and behavioral health coverage for qualifying El Dorado County low income families per *Attachment A* and as described below:

- These services will be offered to children 2 through 18 years of age not eligible for Medi-Cal or Healthy Families up to 300% of Federal Poverty Level. Children must not be married, must reside full-time with their applying parents(s) or guardian(s), and if school age, must be attending school.
- Contractor will subcontract with the following organizations to provide health care program services:
  - Blue Cross of California for preventive, primary outpatient, prescription drug coverage
  - Safeguard for dental and vision coverage
  - Holman Group for behavior health coverage
  - McKesson for nurse advice line
- Contractor will provide advance notification of no less than three months should any of the contracting organizations change or the benefit coverage be altered
- Contractor is responsible for application review and will train and work with County designated staff for enrollment/membership activities.
- County will pay the difference between the family's premium and Contractor's total charge for the family's coverage
- County Department of Public Health will be responsible for the collection of the member's first two months of premium payment at the time of initial enrollment and Contractor will be responsible thereafter. County will forward premiums collected to Contractor along with enrollment forms. If a member's premium payment is delinquent by 30 days, Contractor agrees to notify County by the 15<sup>th</sup> of the following month so that retention issues can be explored and addressed. Should a member have two months with no premium payment made, the member will be disenrolled. County will be responsible for the member's two months missed premium.
- Premium invoicing, tracking and monitoring will be managed by Contractor.
- Contractor will invoice County quarterly for children enrolled in the program for the previous three months of coverage showing total premium collected and amount due from County.
- Contractor will provide monthly to County a comprehensive list of children currently enrolled to include the following demographic data: age breakdown (2-5, 6-12, 13-18), gender, and location by zip code. The report will also include a list of children disenrolled.
- Contractor will provide County with other reports as agreed/negotiated with County staff.
- Contractor will ensure health care benefits are active no later than six weeks after receipt of the completed enrollment form.

- County will assume responsibility for assignment to a primary care provider.
- Contractor will assure that Blue Cross sends to each participating medical group/provider, monthly eligibility lists and payment.
- Contractor is responsible for assuring identification cards are sent to members.
- Contractor and County will work collaboratively regarding public relations activities.
- Contractor will provide current and accurate marketing and enrollment materials. Contractor will work with County to co-brand materials as mutually agreed.
- Contractor will work with County and the program subcontractors to ensure optimum safety net provider network coverage countywide and on an ongoing basis
- Contractor and County will provide up to 500 eligible children with health care program coverage.

## **ARTICLE II**

**Term:** This Agreement is effective upon signature and shall continue in effect for one (1) year unless cancelled by either party per Articles VII and VIII herein. This Agreement may be extended for up to two additional one-year periods upon written agreement by the parties a minimum of 30 days in advance of this Agreement's expiration.

## **ARTICLE III**

**Compensation for Services:** Contractor's current base charge per member per month is \$54.00. The member will be responsible for a premium payment equivalent to the Healthy Families Program premium payment between \$15 -\$45 per month per child depending on the number of children in the family. County will pay the difference between the Healthy Families premium and Contractor's \$54.00 monthly charge. The base charge per member per month may fluctuate over the one-year term; however, in no instance shall it increase more than a total of 10% from the base rate given herein over the one-year term of this Agreement.

Contractor will invoice County on a quarterly basis for the previous three months of coverage for children enrolled in the program and provide detail/backup as required by County. Such detail may include listings with family name, account number, number of children enrolled by family, gross amount for coverage, less family premium, missed premium payments for disenrolled families, net payment due from County by family, and total amount due from County for all children's health coverage this quarter. Payment for services provided by this Agreement shall not exceed \$234,000 per fiscal year.

## **ARTICLE IV**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE V**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

## **ARTICLE VI**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE VII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE VIII**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement

unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: Either party may terminate this Agreement in whole or in part for any reason, upon ninety (90) calendar days written notice to the other. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

#### **ARTICLE IX**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, certified, return receipt requested. Notices to County shall be in duplicate and addressed as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT  
931 SPRING STREET  
PLACERVILLE, CA 95667

ATTN: GAYLE ERBE-HAMLIN, DIRECTOR (or to such other location as County directs).

Notices to Contractor shall be addressed as follows:

CALIFORNIAKIDS HEALTHCARE FOUNDATION  
5200 LANKERSHIM BOULEVARD, SUITE 360  
NORTH HOLLYWOOD, CALIFORNIA 91601

ATTN: MICHAEL KOCH (or to such other location as the contractor directs).

#### **ARTICLE X**

**Indemnity:** To the fullest extent of the law, Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **ARTICLE XI**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

## **ARTICLE XII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **ARTICLE XIII**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XIV**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XV**

**Taxpayer Identification / Form W9:** All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to the County shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

#### **ARTICLE XVI**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

#### **ARTICLE XVII**

**Non-Discrimination:** Contractor shall comply with the non-discrimination requirements described in *Attachment B*, attached hereto and incorporated herein.

#### **ARTICLE XVIII**

##### **Confidentiality:**

- A. Contractor agrees to comply and require its employees to comply with the provisions of Title 22, California Code of Regulations, Section 51009, and Welfare and Institutions Code, Section 14100.2, to assure that all records concerning an individual made or kept by the Contractor in connection with this Agreement shall not be open to examination for any purpose not directly connected with the administration of the services being provided by this Agreement.
- 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 officers, employees, agents, subcontractors and partners of the above provisions and that any person knowingly and intentionally violating the said provisions of state law is guilty of a misdemeanor.

#### **ARTICLE XIX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health, or successor.

#### **ARTICLE XX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.



## **ARTICLE XXI**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

## **ARTICLE XXII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

**COUNTY OF EL DORADO**

By: Charlie Paine  
Charlie Paine, Chairman  
El Dorado County Board of Supervisors

Date: 9-20-05

Attest:  
Cindy Keck, Board Clerk

By: Sethryn Tyler  
Deputy Clerk 9-20-05

**CONTRACTOR**

By: Michael Koch  
Michael Koch, Executive Director  
CaliforniaKids Healthcare Foundation

Date: 8/23/05