# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
# BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: August 16, 2012

Subject: Grants, Entitlements, and Other Income Agreements
Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- ☐ Information Item Only
- ☒ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☐ Conference/Action
- ☐ Action
- ☐ Public Hearing

Division: Administrative Services

Recommendation: Recommend approval of items submitted.

Background /Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3.

Daniel M. Sanchez, Manager II, Purchasing Services
Kimberly Teague, Contract Specialist
Approved by: Patricia A. Hagemeyer, Chief Business Officer

SA13-00087

VERITAM

# ON-LINE ACCESS AND SERVICE AGREEMENT

This On-Line Access and Service Agreement ("Agreement") is entered into as of July 1, 2012 the ("Effective Date") between Veritam, Inc., ("Veritam") a California Corporation, and the Sacramento City Unified School District ("SCUSD").

In consideration of the mutual obligations undertaken herein, the parties agree as follows:

## A. Primary Duties

1. **Veritam's Duties**: Subject to the terms and conditions of this Agreement, Veritam shall provide SCUSD with on-line access to Veritam's Medi-Cal Administrative Activities ("MAA") Software ("VeriMAA") and other administrative and support services as described in this Section A.1. (collectively, "Services").

a. Veritam will give SCUSD unlimited on-line access to VeriMAA during the term of the Agreement. Veritam may update VeriMAA from time to time, and the services

iii. Training will also include up to forty (40) hours of personal training for the SCUSD MAA coordinator Cathy Bennett ("Coordinator") on the administrative features of VeriMAA, including MAA software administration, reporting, and invoice generation. This training will not cover legal issues, policy advice or MAA coaching.

iv. Training and support may also include an on-line guide or video covering the technical aspects of using VeriMAA.

a. SCUSD will use the Services solely for the administration (including software entry and review and MAA invoice generation) of its own MAA billing program.

SCUSD will document and promptly report all errors or malfunctions in the Services to Veritam, and SCUSD will take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable amount of time after such procedures have been received from Veritam; and (4) SCUSD will maintain a current backup of any data that may be provided by Veritam from time to time.

j. SCUSD is solely responsible for undertaking measures to ensure the confidentiality of its passwords.

k. SCUSD understands and agrees that the Services are not Health Insurance Portability and Accountability Act ("HIPAA") compliant.

l. SCUSD will take other reasonable actions as Veritam may request to facilitate Veritam's provision of the Services under this Agreement.

**B. Additional Duties**

1. SCUSD may from time to time request that Veritam perform additional Services related to SCUSD's MAA program, which Veritam may agree to perform. All such Services are subject to SCUSD's payment of additional fees.

2. [redacted]

VERITAM

**D. Term and Termination**

[redacted]

of three years or until earlier terminated pursuant to this Section D. Thereafter, this Agreement will automatically renew for successive one-year terms until terminated pursuant to this Section D.

2. This agreement may be terminated by either party with or without cause upon the provision of at least thirty (30) days prior written notice.

3. Upon the effective date of termination of this Agreement, Veritam will immediately stop providing Services to SCUSD; provided, however, no later than sixty (60) days after the date upon which this Agreement terminates, Veritam shall provide SCUSD with a digital copy of all of SCUSD's confidential data that is stored on Veritam's servers. This data [redacted]

c. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

3. **Direct Control By SCUSD.**

will transfer SCUSD's data from the Service upon termination or expiration of the Agreement; (viii) SCUSD's use of the Services will comply with all applicable laws; and (viii) SCUSD represents and warrants that it has all necessary authority to enter into this Agreement and to perform all of its obligations hereunder.

[redacted]

warranties herein, in addition to any other remedies available at law or in equity, Veritam will have the right to immediately, in Veritam's sole discretion, suspend any related Services if deemed reasonably necessary by Veritam to prevent any liability for Veritam.

2. **DISCLAIMER OF WARRANTY BY VERITAM. EXCEPT AS SET** [redacted]

1. **Indemnification by Veritam**. Veritam shall, at its own expense, defend or at its option settle any claim brought against SCUSD to the extent it alleges that the Service breaches

6. **Force Majeure**.

a. Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, disturbances, or acts of government.

VERITAM