

**CONTRACT NAME: AGREEMENT BETWEEN CALIFORNIA
EDUCATION COALITION FOR HEALTH CARE REFORM
(CECHCR) AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: DJUSD and the California Education Coalition for Health Care Reform (CECHCR) contracted last year to explore leaving CalPERS, as our health care broker, and moving to a different pool. This contract is designed to meet key aspects of the district's strategic goal number five. CECHCR will continue to advise the district's Joint Health Care Committee; provide education to district employees about district benefits; serve as an employee advocate with health providers when appropriate; conduct an open enrollment health benefits fair; and coordinate wellness programming throughout the district to improve the health and welfare of district employees. This contract is for the period September 8, 2017 to September 8, 2018.

FISCAL IMPACT: The cost of this service is \$36,000 to the general fund.



Center for Collaborative Solutions
1337 Howe Avenue, Suite 210
Sacramento, CA 95825
916-567-9911



Davis Joint Unified School District

CECHCR Contract #06-2016-058R2

CECHCR Professional Services Agreement

This Professional Services Agreement (the “Agreement”) is entered into between Davis Joint Unified School District, an agency of the State of California (“DJUSD”), and the Center for Collaborative Solutions, a 501(c)(3) non-profit California corporation, doing business as the California Education Coalition for Health Care Reform (“CECHCR”), collectively referred to as “The Parties”, effective as of May 19, 2017.

- A) DJUSD is a public school district located in Yolo County in the State of California. DJUSD offers its eligible employees and retirees a Health Benefit package consisting of medical, prescription drug, dental, vision and life insurance benefits (Health Benefits). DJUSD seeks the Professional and Educational Services outlined in this Agreement to support its Employee Health Benefit offerings.
- B) CECHCR is a statewide project of CCS advised by management and labor organizations representing the state’s public school districts and their employees. CECHCR is committed to improving health care quality and reducing costs in the state’s public education sector.
- C) J. Glynn & Company (JG&Co) is an independent contractor and Health Benefit consulting firm with expertise in developing solutions to reduce the costs and improve the quality of health care services provided to its clients and the communities they serve. JG&Co is the exclusive agent of CECHCR and will provide and perform all of the Professional and Educational Services included in this Agreement, and will serve as the Business Associate for this Agreement as further outlined in Addendum A of this Agreement.
- D) This Agreement outlines the terms and scope of the Professional and Educational Services to be provided by CECHCR and JG&Co included in this engagement as related to the Health Benefits offered by DJUSD to its eligible employees and their family members. The Parties agree as follows:

I. OBJECTIVITY. In order to maintain independence and objectivity, neither CECHCR nor JG&Co, nor any of their employees, agents or subcontractors shall receive any form of compensation, commission, overrides or other remuneration from insurance carriers, brokers, sales agents or other similar third parties for any services rendered to DJUSD or as a result of services rendered to DJUSD.

II. SCOPE OF PROFESSIONAL AND EDUCATIONAL SERVICES

- A) The professional and educational services to be provided under this Professional Services Agreement are contained in Addendum B of this Agreement. The parties

agree to go forward with the services described in items a. through e. in Addendum B. The services described in item f. will only be provided upon the written request of DJUSD. In the absence of such written request, these services will not be provided nor will CECHCR bill DJUSD for them.

- B) Other Services. Other professional services to assist DJUSD in the implementation of these and other recommendations, such as fair market valuations for large medical claims, and filing of required regulatory forms can be provided under separate agreements and are outside the scope of this Agreement.

III. CONFIDENTIALITY AND TRANSPARENCY

- A) All Protected Health Information (PHI) will be maintained in a confidential manner as required under the terms of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") and their implementing regulations (collectively referred to as the "Acts"), as outlined in the HIPAA-HITECH compliant Business Associate Agreement attached as Addendum A to this Agreement, which is hereby incorporated into this Agreement.
- B) JG&Co will serve as the exclusive Business Associate and shall be the only authorized recipient of data for the purposes of this Agreement.
- C) All reporting will exclude any PHI that may be encountered in this engagement. All reporting to DJUSD, its Health Benefits Committee and any related entities, employees, agents or persons, including CECHCR, will be aggregated at the Employer Sponsor level in order to maintain the confidentiality required under the Acts.
- D) Opinions and written reports will be prepared in a professional and transparent manner and will be distributed to DJUSD as well as authorized representatives of district bargaining units.
- E) All personnel at CECHCR and JG&Co will keep confidential all information provided by your organization that is not already in the public domain.

IV. COMPENSATION

- A) Professional Fees. Professional fees for the resources required to complete items a. through e. of Addendum B are \$36,000. Professional fees for the resources required to complete item f. in Addendum B, should DJUSD determine to activate this service, are \$15,400.
- B) Additional costs. Additional charges, if any, for costs incurred related to the matter, including but not limited to research data, documents, communications, production and duplication of documents and reasonable travel and lodging for unscheduled meetings shall be invoiced at cost only upon mutual agreement of the parties to incur such expenses.
- C) Invoices and Payment. Invoices for professional services and related expenses shall be prepared by CECHCR in accordance with the above provisions and submitted for payment by DJUSD in equal advance monthly installments commencing on the effective date of

this Agreement. A late payment penalty equal to 1.5 percent per month shall be charged on balances not paid within 30 days of the date of invoice.

V. TERM

- A) Term. The term of this Agreement commences upon the effective date of this Agreement continuing for one year (12 months). Should the parties desire to renew this Agreement, the terms of such renewal, including Professional Fees, will be negotiated upon renewal.

VI. TERMINATION

- A) Either Party can terminate this Agreement for any reason by giving ninety (90) days advance written notice to the other Party.
- B) Default. DJUSD's non-payment of invoices is a breach of this Agreement that may result in immediate withdrawal of service, and termination of the Agreement with no penalty against CECHCR. In the event of Default, payment for any unpaid portion of the Professional Fees for the then current year of service shall be due and payable within thirty (30) days of the effective date of such Default.
- C) Survivability. The Confidentiality and Transparency provisions of this Agreement shall survive any termination of this Agreement. Except as otherwise outlined in this section VI, the financial responsibilities outlined in the Compensation clauses shall survive for any unpaid professional fees and additional costs incurred through the effective date of the termination.

VII. INSURANCE AND TAXES

- A) CECHCR and JG&Co at their sole cost and expense, shall secure and maintain in full force and effect throughout the term of this Agreement policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DJUSD which will protect CECHCR, JG&Co and DJUSD from claims which may arise out of or result from CECHCR's or JG&Co's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance coverage shall include:
 - 1. Workers' Compensation. Workers' Compensation as required under California State law;
 - 2. Commercial General Liability, Employer's Liability, and Auto Liability Insurance (in an amount not less than \$1,000,000.00);
- B) CECHCR and JG&Co shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and/or income tax laws, or any disability or unemployment law, or retirement contributions of any sort whatsoever, concerning CECHCR, JG&Co or any employee, agent or subcontractor thereof, and shall further indemnify and hold harmless DJUSD from any such payment or liability arising out of or in any manner connected with CECHCR's performance under this Agreement.

VIII. GENERAL

- A) **Best Efforts.** CECHCR shall use its best commercially reasonable efforts to provide you with quality professional services. It is recognized, however, that we do not predict or guarantee any particular outcome or specific result.
- B) **Governing Law; Venue.** This Agreement shall be governed by and construed to be in accordance with the laws of the State of California applicable to contracts between California residents entered into and to be performed entirely with the State of California. Any action or proceeding arising directly or indirectly from this Agreement shall be litigated in an appropriate state court in the County of Yolo, State of California, or in the United States Federal District Court for the Northern District of California.
- C) **Attorneys' Fees.** If any legal action is necessary to enforce this Agreement, whether in court or arbitration, the prevailing Party shall be entitled to recover its expenses incurred in connection with said dispute, including, but not limited to, expert witness fees, court costs, whether taxable or non-taxable, and reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.
- D) **Indemnification.** CECHCR and JG&Co agree to indemnify, defend and hold DJUSD, its officers, agents, and employees harmless from any and all claims, losses, actions, damages, expenses or liabilities arising out of the negligent acts or omissions of CECHCR and JG&Co, its officers, agents, or employees by reason of the operation of this Agreement.
- E) **No Third Party Beneficiaries.** Nothing in this Agreement shall confer any right, remedy, obligation or liability whatsoever upon any person or entity other than the Parties hereto, and their respective successors and assigns.
- F) **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written communications pertaining thereto, all of which are merged in this Agreement. In executing this Agreement, neither Party has relied upon any warranty, representation, assurance or inducement that is not expressly set forth herein. No other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- G) **Severability.** If any court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable. The remaining provisions of this Agreement shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- H) **Execution in Counterparts.** This Agreement may be executed in counterparts, and the Parties may return said execution via mail, e-mail or facsimile. Each counterpart shall be deemed an original, and all of which taken together shall constitute one and the same Agreement. This Agreement is not binding and effective until it is executed by the Parties herein.

- I) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CECHCR:

Center for Collaborative Solutions
Attn: President & CEO
1337 Howe Avenue, Suite 210
Sacramento, CA 95825

DJUSD:

Davis Joint Unified School District
Assistant Superintendent/
Administrative Services
526 B Street
Davis, CA 95616

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For Davis Joint Unified School District

Signature

Bruce E. Colby

Name

Chief Business Officer

Title

Date

Davis Joint Unified School District
526 B Street
Davis, CA 95616

For CCS/CECHCR:

Janet Walden

President & CEO, Center for Collaborative Solutions

Date



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1337 Howe Avenue, Suite 210
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Addendum B

CECHCR Professional Services Agreement

SERVICES TO BE PROVIDED UNDER THIS AGREEMENT

- a. Update the DJUSD Health Benefit Summary & Guide and model the financial impact of CalPERS rate increases after CalPERS announces its new rates and any benefit plan and/or health plan partner changes.
- b. Staff and manage an Open Enrollment Fair.
- c. Provide education, evaluation and monitor insurance regulation compliance on State and Federal levels.
- d. Assist the Health Benefits Committee in the development of a Wellness Program. This will include employee surveys, development of available no-cost wellness resources, announcements, flyers/posters, access to wellness links, obtaining local gym discounts, and up to six health care users' workshops, to be determined by the HBC.
- e. Serve when needed as an Employer – Employee Advocate. Provide an effective liaison between the District, CalPERS and its health plan partners, as well as local area hospitals, medical groups and dental practices to resolve differences ranging from simple misunderstandings, to major disputes involving significant out-of-network patient responsibilities.
- f. Assist in the development and evaluation of Employer-Employee Contribution strategies for medical, dental, vision and life employee benefit offerings. Perform financial modeling scenarios for each employee group with the objective of transitioning to a level that, over time, will:
 1. satisfy ACA affordability compliance requirements; and
 2. position DJUSD for consideration by competitive market risk pools as an alternate to the CalPERS safety net plans currently offered by the District.