

CONTRACT NAME: AGREEMENT BETWEEN COMMUNICARE HEALTH CENTERS AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is an agreement between CommuniCare Health Centers and DJUSD to improve access to quality healthcare services for Martin Luther King (Jr.) High School students. The primary goal is to prevent student illness and promote student wellness so that students may achieve their academic and personal goals. This is an agreement for the 2019-2020 school year.

FISCAL IMPACT: The cost of this agreement is allocated in the approved budget.

Agreement for Services

This is a Letter of Agreement between the Davis Joint Unified School District/Martin Luther King (Jr.) High School and CommuniCare Health Centers.

Goal:

To expand the health care services offered at Martin Luther King (Jr.) High School in the Davis Joint Unified School District by contracting with CommuniCare Health Centers, Inc. (CommuniCare), a non-profit health care center, to provide limited primary health care services, including sexual and reproductive health services, that will enhance student health at Martin Luther King (Jr.) High School through the use of direct patient care and health education.

Objective:

To improve access to quality clinical health care services for Martin Luther King (Jr.) High School students in collaboration with CommuniCare, a local Federally Qualified Health Center (FQHC), to prevent illness and promote wellness so that students may achieve their academic and personal goals.

Payment:

Davis Joint Unified School District/Martin Luther King (Jr.) High School will pay CommuniCare Health Centers the amount of \$22,875 for the personnel and operating expenses required to provide 190 hours for primary care medical services on campus for the months of August, September, October, November and December 2019 and January, February, March, April and May 2020 as listed in ADDENDUM A – HOURS OF SERVICE AND REIMBURSEMENT. Included in the above-mentioned operating expenses, Davis Joint Unified School District/Martin Luther King (Jr.) High School will reimburse CommuniCare for expendable medical supplies and medical equipment expenses, medications and lab services for up to \$1,500 for services provided for the duration of this contract. Davis Joint Unified School District/Martin Luther King (Jr.) High School will reimburse CommuniCare an additional 17% for administrative overhead, that totals \$3,324. Services will begin August 28th, 2019 through June 11th, 2020. Payment will be processed at the end of each month from a monthly invoice submitted by CommuniCare.

Provisions:

Davis Joint Unified School District/Martin Luther King (Jr.) High School will supply an agreed upon facility to include a working restroom, separate examination room with sink and private room available. Davis Joint Unified School District/Martin Luther King (Jr.) High School will also provide a printer, internet connection, locking cabinets, desks/chairs, small locking refrigerator and all necessary office supplies and custodial services. CommuniCare will provide medical equipment, laptop, medical records,

Martin Luther King Jr. High School
CommuniCare Agreement 2019-2020

medical and lab supplies and medications necessary to run the clinical health services on campus. All of the medical equipment supplied by CommuniCare, laptop, and the patient medical records will remain the property of CommuniCare.

Martin Luther King (Jr.) High School will work to publicize student health services in conjunction with CommuniCare Health Centers. This may include information in campus newsletters and on the website, fliers and brochures around DJUSD campuses, and classroom presentations.

Nature and Scope of Agreement:

Davis Joint Unified School District/Martin Luther King (Jr.) High School will allow:

- a. CommuniCare Nurse Practitioner(s) (N.P.), Physician Assistant(s) (P.A.), or Physician to have access to its campus for the purpose of making primary clinical health care services available to students currently enrolled at Martin Luther King (Jr.) High School. Services will be provided one day a week for up to 4 hours per week during the months of August – December 2019 and January – May 2020. A commonly agreed upon schedule will be developed between CommuniCare Health Centers and Martin Luther King (Jr.) High School which may vary from the above named days and hours. See attached ADDENDUM A – HOURS OF SERVICE AND REIMBURSEMENT.
- b. CommuniCare Health Centers will regularly provide public health presentations on campus during the agreement. An example could be teaching sexual health content in a classroom presentation or other agreed upon presentations.
- c. CommuniCare Health Centers will provide a biannual summary of services provided to Martin Luther King (Jr.) High School students.

Further Nature and Scope of Agreement

- Obtaining written parental consent for limited primary health care (with the exception of confidential sexual and reproductive health services protected by law) will be the responsibility of the student and Martin Luther King (Jr.) High School.
- Services to be provided will be limited to primary health care including sexual, reproductive, and preventative care, appropriate referrals, and health education. CommuniCare Health Centers will operate under approved medical protocols in the provision of health care services.
- CommuniCare Health Centers will be responsible for the personnel costs of conducting such services, including but not limited to salaries, benefits, and administrative overhead costs.
- CommuniCare Health Centers will prepare a schedule of fees for the provision of its services consistent with locally prevailing rates or charges and designed to cover its reasonable costs of operation.

Martin Luther King Jr. High School
CommuniCare Agreement 2019-2020

- CommuniCare Health Centers will assure that any fees or payments required by the center for health care services will be reduced or waived in order to assure that no patient will be denied such services due to an individual's inability to pay for such services.
- CommuniCare Health Centers will make every reasonable effort to secure payment for services from patients, in accordance with health center fee schedules and the corresponding schedule of discounts.
- CommuniCare will make a reasonable effort to collect insurance information from patients and will bill third party payor/s accordingly. Revenues collected from third party payors are retained by CommuniCare.
- Students may be referred for medically necessary additional or ancillary services not provided on campus, such as lab tests, X-rays, medications, specialty care services, etc. The costs of these services will be the responsibility of the student and/or the student's parents or legal guardian(s).
- CommuniCare Health Centers will not disclose to any person or entity any confidential student record information or other confidential information it acquires as a result of providing health care services to students, except when strictly adhering to the HIPAA privacy rule.
- CommuniCare Health Centers will procure and maintain insurance against all claims, including but not limited to claims for injuries to persons and damage to property. The Federally Qualified Health Center will secure at its own cost the following insurance coverage:
 - a. **General Liability:** Commercial board form general liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, personal injury and advertising injury arising out of or related (directly or indirectly) to CommuniCare Health Centers' business operations, conduct, assumed liability, or use or occupancy of the premises with coverage of at least \$1 million. Martin Luther King (Jr.) High School to be named as additional insured.
 - b. **Professional Malpractice:** Professional medical malpractice insurance with limits of at least \$1 million per occurrence and \$3 million aggregate. Martin Luther King (Jr.) High School to be named as additional insured.
 - c. **Worker's Compensation and Unemployment:** CommuniCare Health Centers will maintain worker's compensation as required by law. See attachment BIDDER'S CERTIFICATE REGARDING WORKER'S COMPENSATION.
 - d. **Verification of Insurance:** CommuniCare Health Centers will provide certificates of insurance at the time of contract award.

Martin Luther King Jr. High School
CommuniCare Agreement 2019-2020

- **Student Medical Records:** The medical records of all students seen on campus by the CommuniCare practitioners will remain the property of CommuniCare and will not be shared with anyone else or with any other entity, including Martin Luther King (Jr.) High School staff, without written consent of the student.
- **Mutual Indemnification:** CommuniCare Health Centers agrees to indemnify and hold harmless the Davis Joint Unified School District/Martin Luther King (Jr.) High School, its officers, board members, agents and employers from and against any and all liabilities, losses claims, lawsuits, judgments, obligations, costs, damages, or expenses including attorney's fee arising from any act or omission of CommuniCare health Centers or any agent of the CommuniCare Health Centers. In addition, Davis Joint Unified School District/Martin Luther King (Jr.) High School agrees to indemnify and hold harmless CommuniCare Health Centers, its officers, board members, agents and employers from and against any and all liabilities, losses claims, lawsuits, judgments, obligations, costs, damages, or expenses including attorney's fee arising from any act or omission of Davis Joint Unified School District/Martin Luther King (Jr.) High School or any agent of the Davis Joint Unified School District/Martin Luther King (Jr.) High School.

CommuniCare Health Centers providing primary health care services at Martin Luther King (Jr.) High School holds Davis Joint Unified School District harmless from claims which may arise in connection with the operation of CommuniCare Health Centers facilities specified herein and health care performance of any service under this contract; except for claims caused by Davis Joint Unified School District or any of its employees, agents or representatives, for which Davis Joint Unified School District shall hold CommuniCare Health Centers harmless.

Terms

This agreement shall commence August 28th, 2019 and run through June 11th, 2020. This agreement may be canceled by a 30-day written notice by either party or modified with mutual consent.

Contact Information: Davis Joint Unified School District

Name	Bruce Colby
Title	Associate Superintendent of Fiscal Services
Organization	Davis Joint Unified School District
Address	526 B Street
	Davis, CA 95616
Telephone Number	(530) 757-5300 x122
Fax Number	(530) 757-5319

Martin Luther King Jr. High School
CommuniCare Agreement 2019-2020

Email Address	bcolby@djustd.net
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Contact Information: CommuniCare Health Centers

Name	Melissa Marshall, M.D.
Title	Chief Executive Officer
Organization	CommuniCare Health Centers
Address	P.O. Box 1260
	Davis, CA 95617
Telephone Number	(530) 753-3498
Fax Number	(530) 758-2109
Email Address	MelissaM@communicarehc.org

Signed By:

Signature: _____

Name: Bruce Colby

Title: Assoc. Supt of Fiscal Services

Date: _____

Davis Joint Unified School District

Signature: _____

Name: Melissa Marshall, MD

Title: CEO

Date: _____

CommuniCare Health Centers

ADDENDUM A – HOURS OF SERVICE AND REIMBURSEMENT

2019 Hours

August	28	5
September	4, 11, 18, 25	20
October	2, 9, 16, 23, 30	25
November	6, 13, 20	15
December	4, 11, 18	15

Total Fall 2019 Hours: 80

2020 Hours

January	8, 15, 22, 29	20
February	5, 12, 19, 26	20
March	4, 11, 18, 25	20
April	1, 15, 22, 29	20
May	6, 13, 20, 27	20
June	3, 10	10

Total Spring 2020 Hours: 110

Reimbursement Summary	
Total Contract Hours 2019-2020	190
Total Reimbursement for Personnel Costs and Operating Expenses (includes \$1500 for Lab Services and Medical Supplies)	\$19,551
Reimbursement for Administrative Fee @17% of contract	\$3,324
Total Contract Commitment	\$22,875

CERTIFICATE REGARDING WORKER'S COMPENSATION

TO: Davis Joint Unified School District/Martin Luther King (Jr.) High
School

I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CommuniCare Health Centers
Business Name

Signature

Melissa Marshall, MD
Name printed

Chief Executive Officer
Title

P. O. Box 1260
Davis, CA 95617
Business Address

(530) 753-3498
Telephone Number

DRUG-FREE WORKPLACE CERTIFICATION

CommuniCare Health Centers
Company/Organization Name

The Company/Organization named above certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of the controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Established a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available counseling, rehabilitation and employee assistance programs, and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required Government Code Section 8355(c) that every employee who works on the proposed contract:
 - a. Will receive a copy of the company's drug-free policy statement, and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the bidder or grant recipient to the above described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Melissa Marshall, MD
OFFICIAL'S NAME

DATE EXECUTED

Yolo County
EXECUTED IN THE COUNTY OF

SIGNATURE

Chief Executive Officer, CommuniCare Health Centers

TITLE

94-2188574

FEDERAL ID NUMBER

CommuniCare Health Centers
 MLK High School
 2019-2020 Budget

Description	PC 5 HRS/WEEK	
	FTEs	Annual Budget
<u>Personnel Expenses</u>		
Medical Clinician (NP)	0.13	\$ 14,097
Total Personnel	0.13	14,097
<i>Payroll Taxes -</i>	<i>7.00%</i>	987
<i>State Unemployment Insurance -</i>	<i>0.50%</i>	70
<i>Workers Compensation Insurance -</i>	<i>1.45%</i>	204
<i>Health Insurance -</i>	<i>11.50%</i>	1,621
<i>Pension Plan -</i>	<i>4.00%</i>	564
<i>Employee Benefit Plan -</i>	<i>0.55%</i>	78
Total Benefits (25%)	25.00%	3,524
Total Personnel and Benefits		\$ 17,622
<u>Operating Expenses</u>		
Insurance		43
IT Communications		16
Telecommunications		71
Office Supplies		30
Duplication Expense		13
Pharmaceuticals/Lab Services/Medical Supplies		1,500
Travel		93
Staff Education & Development		58
EHR Costs		105
Total Expenses		\$ 1,930
Administrative Expense (17%)		3,324
TOTAL BUDGET		\$ 22,875