

Board of Trustees Agenda Item

Board Meeting Date: June 21, 2010

Title of Item: Planned Parenthood Mar Monte Contract Renewal

Background and Analysis:

Board approval is requested for the 2010-2012 Agreement with Planned Parenthood Mar Monte Inc. to provide services at Foothill College. This is a contract renewal for a 2-year term. The contract cost for this year is not to exceed \$195,000 .

Recommendation: (specify if information only)

Approval recommended.

Submitted by: Gertrude Gregorio, x7104

Additional contact names:

Is backup provided? Yes

Agreement for Special Services

PARTIES: Planned Parenthood Mar Monte, Inc., (“PPMM”)

AND: Foothill-De Anza Community College District, (“Foothill College” or “FH”), 12345 El Monte Road, Los Altos, CA 94022

COMMENCING: July 1, 2010

TERMINATING: June 30, 2012

TERMS OF THE AGREEMENT:

1. Foothill College retains PPMM to furnish the following special services:
 - a. PPMM shall provide evaluation and management of patients eligible for outpatient medical care at the Foothill College Health Office, including examinations, treatment, dispensing or prescribing medication in accordance with PPMM medical protocols and other essential professional services necessary to the proper operation of the clinic.
 - b. Provide a qualified clinician (family nurse practitioner/nurse practitioner or physician assistant) to provide patient care and act as the quality management clinician. The minimum level of staffing, including clinician and medical assistant coverage, shall be mutually agreed to by the two parties as detailed in Exhibit A.
 - c. As required by the applicable provision of the Business and Professions Code and related regulations, PPMM shall supervise the qualified nurse practitioner(s) employed by Foothill College, in connection with his/her duties at the clinic as a borrowed agent of PPMM. Notwithstanding any other provision herein, while the qualified nurse practitioner is on loan to PPMM and working under PPMM supervision she shall be considered PPMM’s agent for the purposes of paragraphs 4 and 5 of this agreement.
 - d. The qualified nurse practitioner employed by Foothill College will be working on behalf of PPMM at the FH clinic and will be under the direct clinical supervision of PPMM medical staff. All clinicians at the FH clinic will operate under the PPMM standards, guidelines and quality assurance standards. The PPMM clinician assigned to the Foothill College Health Office will serve as the supervising clinician of the

Foothill College Health Office as applicable to the services offered by PPMM.

- e. PPMM shall provide administrative functions to run clinical operations of the clinic which includes:
 - Provision of medical protocols that extend Foothill's scope of service to include general adult outpatient medical and reproductive health care through the supervision and oversight of Planned Parenthood
 - Extension of PPMM's services such that Office of Family Planning funds can be extended to patients seen by Planned Parenthood at Foothill site
 - Quality Management System including chart audits and staff oversight, compliance with regulatory bodies
 - Accounting – payroll, accounts payable, accounts receivable, bookkeeping
 - Human Resources including screening, hiring and placement of staff
 - Billing – third party payor submissions and denial management
 - Purchasing – utilization of Planned Parenthood's economy of scale for consumables and supplies ordered by the Foothill site
 - MIS – implementation and management of agency computer system including patient records system, lab system, billing system
 - Laboratory – competitive pricing for laboratory services processed through Planned Parenthood lab and reference labs
 - Staff training, supervision and performance management that takes place outside of Foothill Campus.
 - Licensure, accreditation and or registration of clinical services provided under PPMM supervision, as required by external parties
- f. Notwithstanding any other provision herein, PPMM shall not provide any services which are inconsistent with Board of Trustees policies 5410, 5411, and 5412, and shall provide the necessary medical supervision of the clinic to ensure it is operated in accordance with the applicable policies and procedural manual prepared by PPMM; and shall provide all such services according to the standard of care generally applicable to such health care practitioners.

2. In the provision of the foregoing services, PPMM shall not be and is not the employee, agent, representative, or coventurer of Foothill College, but is and shall remain only an independent contractor whose errors and omissions, if any, shall not subject Foothill College to vicarious liability.
3. Foothill College agrees to provide in-kind services to the clinical operations of PPMM to include clinic facility, phone, and utilities. Foothill College agrees to be responsible for the costs of conducting the clinic which shall be defined as follows:
 - a. Salaries and wages, as detailed in Exhibit A.
 - b. PPMM shall submit a monthly invoice to Foothill College not to exceed \$16,250.00 to cover the mutually agreed upon expenses. Total annual billings shall not exceed \$195,000. This amount is subject to staff variations mutually agreed upon by the two parties. The level of staffing, including clinician and medical assistant coverage, shall be mutually agreed to by the two parties.
 - c. It is understood that staffing per Exhibit A will be assigned to the FH Health Office, this being their sole assignment for the agreed upon schedule and will not be reassigned to another PPMM clinic unless mutually agreed by the PPMM and FH. FH may request additional nurse practitioner time as needed, including to cover the Foothill nurse practitioner's vacation and sick time. PPMM will accommodate these requests as resources allow, and Foothill will reimburse PPMM for these additional services.
 - d. Foothill College will establish the dates of operation of the Health Office in conjunction with the college calendar.
4. Foothill College will assist PPMM in collecting third party reimbursement or private pay fees for services rendered as needed.
5. Foothill College shall indemnify, save harmless, and defend PPMM, its officers, employees, and agents, from all liability from loss, damage or injury to persons or property in any manner arising out of or incident to Foothill College's performance under this Agreement, unless such loss damage or injury solely results from the negligence of PPMM, its officers, employees or agents.
6. PPMM shall indemnify, save harmless, and defend Foothill College, its officers, employees, and agents, from all liability from loss, damage, or injury to persons or property in any manner arising out of or incident to PPMM's performance under this Agreement, unless such loss, damage or injury solely results from the negligence of Foothill College, its officers, employees or agents.

7. PPMM shall secure and maintain in full force and effect during the full term of this Agreement professional liability insurance in the amount of at least one million dollars per occurrence or three million aggregate, which covers the liability assumed under this Agreement. As evidence of this insurance, PPMM shall provide Foothill College with a certificate of insurance. Foothill College shall also carry insurance or self-insurance under this Agreement and provide evidence of same to PPMM in the form of a certificate of insurance or self-insurance.
8. The term of this Agreement shall be for 2 year from July 1, 2010 through June 30, 2012.
9. Integration Clause: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral. This Agreement may not be altered or amended except by a written document signed by PPMM and the Foothill-De Anza Community College District.
10. Arbitration: In the event of any dispute or claim relating to or arising out of the relationship provided for under this Agreement including, but not limited to, any claims for breach of contract, PPMM and Foothill College agree that all such disputes shall be fully and finally resolved by binding arbitration conducted in the manner described in the California Code of Civil Procedure section 1280, et seq. Judgment of the award made by the arbitrator, if any, may be entered in any court having jurisdiction thereof. The losing party shall pay the arbitrator's fees. Otherwise, each party shall bear its own costs and fees.

Agreement for Special Services

Planned Parenthood Mar Monte, Inc. ("PPMM")
1691 The Alameda, San Jose, CA 95126

Foothill College Community College District, Los Altos Hills, CA
("Foothill College") 12345 El Monte Road, Los Altos Hills, CA 94022

July 1, 2010 – July 2012



Nina Clymer, RN, MBA
Planned Parenthood Mar Monte
1691 The Alameda
San Jose, CA 95126

Andy Dunn
Foothill-De Anza Community
College District
12345 El Monte Road
Los Altos Hills, CA 94022

6-7-10
Date

Date

Foothill College contact person for implementation of this contract:

Gertrude Gregorio
Dean, Adaptive Learning Division
(650) 949 7104

EXHIBIT A

Projected personnel costs:

0.8 FTE Clinic Coordinator
1.0 FTE HSS (Front office receptionist)
1.0 FTE HSS (50% time supports Education, 50% back office)
0.2 FTE QMC Clinician
0.2 FTE Clinician
0.1 FTE Manager
0.3 FTE Physician

All salaries include benefits (31%)

0.8 FTE Clinic coordinator	\$42,600
1.0 FTE HSS (Front office receptionist)	\$45,676
1.0 FTE HSS (50% time supports Education, 50% back office)	\$45,676
0.2 FTE QMC clinician	\$21,104
0.2 FTE Clinician	\$19,618
0.1 FTE Manager	\$ 8,997
0.3 FTE Physician	\$43,680
Total	\$227,351