

Request for Proposal

for

DENTAL BENEFITS

08-11

July 11, 2008

DISTRICT CONTACT PERSONS

Proposers with questions regarding the Scope of Work should contact:

Ms. Dawn Bastin, Director Business Services
Los Angeles Community College District
Business Services, 6th Floor
770 Wilshire Boulevard
Los Angeles, CA 90017
(213) 891-2400

Proposers with questions regarding any other aspect of this RFP should contact:

Gallagher Benefit Services will be aiding the LACCD in this Request for Proposal process. Questions should be directed to John McWilliams at (949) 349-9810 or Stacy Hubbard at (949) 349-9806.

or

Mr. James B. Watson, Contracts & Purchasing Manager
Address as shown above
(213) 891-2421

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Section I:

OVERVIEW

&

OBJECTIVES

Overview

The District is the largest community college district in the state. The District has nine colleges and over 110,000 students. Within District boundaries, there are five million residents from the City of Los Angeles plus a number of surrounding communities and unincorporated areas. Enrollment at the nine colleges makes up eight percent of all California community college enrollment and six percent of all public undergraduate enrollment in the state.

The District has an annual budget in excess of \$600,000,000 and employs nearly 4,000 full-time equivalent employees, or 18,000 full-time, part-time, regular, and temporary workers. The average payroll is \$264,000,000.

Gallagher Benefit Services has been retained to act as a consultant for LACCD dental plans. We are in the process of securing proposals for an upcoming renewal, effective January 1, 2009.

Those carriers interested in quoting a proposal for the attached specifications should submit to the office of LACCD **no later than July 25, 2008 at 2:00 pm**. No late proposal responses will be accepted. **Please provide one Master Copy with signatures and 12 additional copies for the evaluation team members. You are also required to provide your response on a CD. Attachments 1, 2 & 3 must be signed and returned with your proposal. Send your response proposal to: Los Angeles Community College District, 770 Wilshire Blvd. 6th Floor, Los Angeles, CA. 90017, and marked RFP # 08-11 "DENTAL BENEFITS."**

Gallagher Benefit Services will be aiding the LACCD in this Request for Proposal process. Questions should be directed to John McWilliams at (949) 349-9810 or Stacy Hubbard at (949) 349-9806.

LACCD is located in Los Angeles, California. LACCD employs approximately 7,000 employees; with almost all of them participating in their dental plan, including active, retired, and part-time employees.

Market Study Objectives

The primary objective of this market study is to determine the advantages and competitiveness of dental carrier offerings available to LACCD participants.

The ideal benefits program would offer competitive rates and benefits compared to LACCD's current plan. Open enrollment for 2009 is scheduled for November 2008.

Tentative RFP Schedule

Issue RFP via USPS & email	July 11, 2008
Advertise	July 11, 2008 and July 18, 2008
Proposal response due:	July 25, 2008 by 2:00 pm

EVALUATION PROCESS

Written proposals are due in the offices of LACCD **by close of business July 25, 2008 by 2:00 pm**. **No late proposals will be accepted. Please provide one Master copy with wet ink signatures along with 12 additional copies for the evaluation team members and a CD version. Attachments 1, 2 & 3 must be signed and returned with your proposal. Send your response proposal to: Los Angeles Community College District, 770 Wilshire Blvd. 6th Floor, Los Angeles, CA. 90017, and marked RFP # 08-11 "DENTAL BENEFITS."**

Proposals will be subsequently evaluated with the selection of finalists and finalist interviews, if necessary, completed by September 1st.

Selection of vendors should be finalized on or before October 1st.

No contract will be awarded until Authorized by the Board of Trustees of the Los Angeles Community College District

Information and data provided herein is complete and accurate to the best knowledge of Gallagher Benefit Services, Inc. All information and accompanying census data is completely confidential and to be used strictly for quotation purposes. Any clarifications of the enclosed information may be obtained from Gallagher Benefit Services. Any changes to the enclosed data will be sent to bidders in writing with appropriate adjustments permitted in response time and pricing of bidders.

GENERAL

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to the District. The District expressly reserves the right to reject all proposals and make no award under this RFP. An award will not guarantee an order to bind coverage.

REQUEST FOR ADDITIONAL INFORMATION

During the evaluation process the District may require supplemental information in order to fairly evaluate a Proposer's offer. For this purpose, the District may request such information, including a best and final offer, from the Proposer after the initial submittal. If such information is required, the Proposer will be notified and will be permitted a reasonable period of time to submit the information.

EVALUATION PROCESS

The Joint Labor Management Benefits Committee (JLMBC), will review, analyze and evaluate all proposals and then make a recommendation to the Chancellor, who will in turn seek approval from the Board of Trustees.

EVALUATION CRITERIA

The District will apply the following evaluation criteria:

Analysis of benefits offered, provider network, premium and the customer services that will be performed will be used to determine the best fit for the District for a PPO Plan and an HMO Plan.

The District reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of the District to do so. In the event a proposal(s) is rejected, or in the event a Proposer's offer is not rejected but does not result in a contract award, the District shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

CONTRACT AWARD

The results of this RFP may culminate in an award. If the District makes an award, it is the intent of the District to enter into a contract

Section II:

BASIS FOR QUOTATION

Please provide a proposal offering a PPO and DHMO Dental benefit plan coverage to LACCD. For comparison purposes, please quote the proposed benefit design outlined in the following pages as closely as possible, clearly noting deviations, limitations and exclusions.

Do not limit your quotations to a duplication of proposed or in-force benefits or plan design. Instead, please include recommendations for alternative plans, products and/or benefit design offered by your firm. Please see the following pages for specifics.

Please quote as Net of Commissions – (0% commissions.)

Census data will be enclosed electronically with this proposal, as are the current plan SPD's and claims experience.

GENERAL INSTRUCTIONS

A. RFP AS PART OF FINAL CONTRACT

At the District's sole discretion, the content of this RFP may be incorporated into the final contract.

B. ORAL COMMUNICATIONS

Any oral communications by the District's Contact Person(s) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of the District, Proposer or Contractor.

C. AMENDMENTS TO RFP

If it is necessary to make material changes to the RFP, the District will mail written RFP addenda to all recipients of record of the original RFP. Recipients of record are those parties, which obtained a copy of the RFP directly from the District. Addenda will be sent by telecopier and/or first-class U.S. Mail. It shall be the responsibility of the Proposers to inquire of the District as to any addenda issued. This may be done by calling the Contracts Department at (213) 891-2421 or 891-2400 prior to the proposal-submittal deadline. All addenda issued shall become part of the RFP.

D. IMMATERIAL DEFECT IN PROPOSAL

The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.

E. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be made without the prior written approval of the District.

F. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of the District and will become public records after the award of contract, except for information identified by the Proposer as being proprietary and which is eligible for nondisclosure under the California Public Records Act.

G. USE OF DISTRICT EMPLOYEES' NAMES

The successful Proposer must agree not to use the names, addresses of District employees for any purpose not directly related to this RFP.

H. CONTRACTOR EVALUATION

At the conclusion of the contract, the District will evaluate the contractor's performance. The results of this evaluation may be considered by the District in evaluating future proposals from the contractor and may be shared with other parties considering engaging the contractor.

I. STANDARD AGREEMENT

The Proposer selected for contract award through this RFP shall be required to enter into a written agreement with the District. The Standard Agreement presented in this RFP is the contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any, conducted with the Proposer. Exceptions and requested additions to the terms and conditions of the Standard Agreement, or the Proposer's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the proposal and will be considered as part of the proposal evaluation process.

J. AUTHORIZATION TO DO BUSINESS

Proposer must be authorized to do business in the State of California. If a Proposer is a sole proprietorship or partnership, the Proposer should furnish with the proposal a copy of a current business license issued in California. If the Proposer is a corporation, it must be approved by the California Secretary of State to do business in California. The Proposer should furnish the corporate number issued by the Secretary of State with the proposal.

K. PROPOSER'S COST

The cost of developing a proposal is the Proposer's responsibility and is not chargeable to the District. The Proposer acknowledges the District's right to reject any and all proposals and to not make an award under this RFP.

Proposed Benefit Design

Dental

Please provide detailed benefit summaries of all proposed dental plans. Please also explain how final enrollment results impact quoted rates. LACCD's current employer contributions to the plans are as follows:

LACCD	
Full-Time	
EE and Dependents	100%
Part-Time	
EE and Dependents	\$180 Flat contribution towards benefits
Retirees Prior to 1998	
EE and Dependents	100%
Retirees After 1998	
EE and Dependents (10 years in the district)	50%
EE and Dependents (15 years in the district)	75%
EE and Dependents (20 years in the district)	100%

Please outline all assumptions and conditions of your quotation, specifying the minimum employer contribution required by your health plan.

LACCD currently has 2 dental plans: a swing plan that allows for participants to change monthly from a Pre-Paid plan to a PPO plan through Blue Cross, in addition to a Pre-Paid plan through Safeguard.

Please quote under the following scenarios:

1. **PPO-to-Prepaid “Swing” plan:** If available, please quote. Include quotations for:
 - i) current plan designs, or as close as possible
 - ii) current designs with inclusion of porcelain fillings and crowns, as well as implants.

2. **Dual Option Separate PPO and Prepaid/HMO plans:** Whether or not a swing plan is available, please provide a quote for a separate PPO and Pre-Paid plan as follows:
 - i) current plan designs, or as close as possible
 - ii) current designs with inclusion of porcelain fillings and crowns, as well as implants.
 - iii) Additionally, please quote alternate plans for the PPO that have an in and out-of-network differential (i.e. 100/80/80 In-Network and 80/70/60 Out-of-Network)

3. **Funding:** Quote the above plans on a fully insured basis for both the Prepaid and PPO. Also, if available please provide a secondary PPO quote on a self-funded/ASO basis as well. Please include administration cost as well as network fees.

Other important considerations when quoting:

Please note that the District wants to stay as close to the Calendar Year Maximums as possible on the PPO quotations.

The Pre-Paid plan quoted should at a minimum be as close to the current SafeGuard plan as possible, plus an alternate quote that offers richer benefits, if available.

Current Plans

Blue Cross Choice Dental Plan	<u>PPO Network Plan In and Out of Network</u>	<u>HMO Network Plan</u>
Deductible (Calendar Year)	None	None
Preventive Services	80%	No Charge
Basic Services	80%	No Charge
Major Services	80%	80%
Orthodontia	50%	50%
	\$2,000 Ortho Lifetime max.	One (1) Full Case (24 mos. max) of standard ortho care/lifetime.
Annual Open Enrollment	Yes	Yes
Calendar Year Max		
Employees and retirees with less than 5 years of service	\$1,000	Unlimited
Employees and retirees with 5 years of service but less than 10	\$1,500	
Employees and retirees with 10 years of service but less than 15	\$2,000	
Employees and retirees with 15 years of service but less than 20	\$2,500	
Employees and retirees with 20 or more years of service	\$3,000	

Note:

Retired employees are entitled to the Plan Year Maximum amount which they had achieved prior to retirement. However, an *employee* who becomes eligible for a higher Plan Year Maximum after October 1 of any *plan year*, but retires prior to October 1 of the next *plan year*, will be allowed to carry into retirement the new higher maximum which would still begin on October 1 of the next *plan year*. **Example:** An *employee* who completed 10 years of service in November of 2003, but retired in May of 2004, would be eligible for the \$2,000 maximum on October 1, 2004, and thereafter during his or her retirement.

SafeGuard HMO Dental Plan	<u>HMO Network Plan</u>
Deductible (Calendar Year)	None
Preventive Services	No Charge for Most Services
Basic Services	See Copay Schedule
Major Services	See Copay Schedule
Orthodontia	\$400
Annual Open Enrollment	Yes
Calendar Year Max	Unlimited

MONTHLY PREMIUM RATE HISTORY

Carrier	Coverage/Plan	Actives	Proposed		
			1/1/06-1/1/07	1/1/07-1/1/09	1/1/09 Renewal
Blue Cross	Swing Plan PPO / Pre-Paid	Single	\$45.28	\$41.29	\$45.37
		Two-Party	\$95.10	\$86.71	\$95.29
		Family	\$135.85	\$123.87	\$136.12

Carrier	Coverage/Plan	Retirees	Proposed		
			1/1/06-1/1/07	1/1/07-1/1/09	1/1/09 Renewal
Blue Cross	Swing Plan PPO / Pre-Paid	Single	\$50.83	\$47.63	\$52.34
		Two-Party	\$96.58	\$90.50	\$99.45
		Family	\$147.40	\$138.11	\$151.77

Carrier	Coverage/Plan	Actives	2006	1/1/07-1/1/2011
			SafeGuard	DHMO
	Two-Party	\$37.91	\$37.91	
	Family	\$47.88	\$47.88	

Carrier	Coverage/Plan	Retirees	2006	1/1/07-1/1/2011
			SafeGuard	DHMO

Current Benefits are enclosed. Please refer to these documents for current plan designs. Please note that:

- PPO orthodontia maximum increased from \$1,000 to \$2,000 effective 1/1/07.
- Blue Cross had a “realignment of the PPO dental fee schedule” that took place in December 2007.

Actives PPO Dental Plan Experience

MONTH	Number Of Contracts	PPO Dental Paid Claims	Claims Cost Per Contract
Apr-06	2,938	\$222,640	\$75.78
May-06	2,877	\$204,858	\$71.21
Jun-06	2,902	\$206,572	\$71.18
Jul-06	2,939	\$206,200	\$70.16
Aug-06	2,891	\$180,807	\$62.54
Sep-06	2,842	\$162,883	\$57.31
Oct-06	2,887	\$99,103	\$34.33
Nov-06	2,935	\$97,214	\$33.12
Dec-06	2,916	\$169,657	\$58.18
Jan-07	2,985	\$235,205	\$78.80
Feb-07	2,942	\$215,894	\$73.38
Mar-07	2,918	\$284,868	\$97.62
TOTAL	34,972	\$2,285,901	\$65.36

MONTH	Number Of Contracts	PPO Dental Paid Claims	Claims Cost Per Contract
Apr-07	2,956	\$204,367	\$69.14
May-07	2,961	\$231,286	\$78.11
Jun-07	2,969	\$279,359	\$94.09
Jul-07	2,993	\$263,156	\$87.92
Aug-07	2,911	\$234,961	\$80.71
Sep-07	2,916	\$229,552	\$78.72
Oct-07	2,935	\$133,121	\$45.36
Nov-07	2,993	\$303,472	\$101.39
Dec-07	3,001	\$207,347	\$69.09
Jan-08	2,983	\$231,141	\$77.49
Feb-08	3,139	\$254,958	\$81.22
Mar-08	3,191	\$282,317	\$88.47
TOTAL	35,948	\$2,855,037	\$79.42

Retirees PPO Dental Plan Experience

MONTH	Number Of Contracts	PPO Dental Paid Claims	Claims Cost Per Contract
Apr-06	2,817	\$172,139	\$61.11
May-06	2,812	\$156,128	\$55.52
Jun-06	2,796	\$172,537	\$61.71
Jul-06	2,816	\$150,441	\$53.42
Aug-06	2,831	\$143,445	\$50.67
Sep-06	2,863	\$122,426	\$42.76
Oct-06	2,861	\$94,647	\$33.08
Nov-06	2,858	\$94,457	\$33.05
Dec-06	2,861	\$145,347	\$50.80
Jan-07	2,855	\$160,861	\$56.34
Feb-07	2,725	\$143,006	\$52.48
Mar-07	2,865	\$220,144	\$76.84
TOTAL	33,960	\$1,775,578	\$52.28

MONTH	Number Of Contracts	PPO Dental Paid Claims	Claims Cost Per Contract
Apr-07	2,841	\$155,921	\$54.88
May-07	2,848	\$164,819	\$57.87
Jun-07	2,818	\$187,375	\$66.49
Jul-07	2,829	\$165,033	\$58.34
Aug-07	2,884	\$142,680	\$49.47
Sep-07	2,902	\$164,037	\$56.53
Oct-07	2,908	\$158,921	\$54.65
Nov-07	2,893	\$161,380	\$55.78
Dec-07	2,889	\$127,141	\$44.01
Jan-08	2,880	\$148,837	\$51.68
Feb-08	2,808	\$160,381	\$57.12
Mar-08	2,939	\$191,555	\$65.18
TOTAL	34,439	\$1,928,080	\$55.99

<p>Choice (PPO) Dental</p> <p>Required Renewal Adjustment</p> <p>For The 1/1/09 To 1/1/10 Policy Year</p>
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PPO Plan Under Choice Dental

Current Number Of Contracts	Current <u>Annual</u> Premium	1/1/2009 Required <u>Renewal Adjustment</u>	Required <u>Annual Premium</u>
6,025	\$5,432,605	X 1.1062 =	\$6,009,051

Dental Net Plan Under Choice Dental

Current Number Of Contracts	Current <u>Annual</u> Premium	1/1/2009 Required <u>Renewal Adjustment</u>	Required <u>Annual Premium</u>
678	\$614,827	X 1.035 =	\$636,346

Total Choice Dental

Current Number Of Contracts	Required <u>Annual</u> Premium	Current <u>Annual Premium</u>	Choice Dental 1/1/2009 Required <u>Renewal Adjustment</u>
6,703	\$6,645,397 /	\$6,047,432 =	9.89%

SECTION III:

Questionnaire

Note: The questions outlined in Section III must be completed, wherever pertinent to your firm's proposal. If your firm handles a particular service or issue in a manner different from what is requested or currently provided, you are free to offer your alternative and explain how it may be a better alternative for LACCD to consider. **Attachments 1, 2 & 3 must be signed and returned with your proposal.**

Section III: Questionnaire

Bidder Questions:

1. Indicate any minimum requirement for employee/retiree and dependent participation. Please be specific as to funding and/or plan design alternatives.
2. Describe any pre-authorization requirements and the process.
3. Include detailed plan summaries for all quoted plans.
4. For services not covered or not eligible for reimbursement, describe any discounts that members are eligible to receive.
5. Describe your benefits for emergency care:
 - Inside the service area
 - Outside the service area
6. Are the following services listed as Basic or Major Services?
 - Periodontal
 - Endodontic
8. Do you cover implants? If so, please describe the conditions and restrictions.
9. How and when do you assume responsibility for treatment that is in process on the effective date? (i.e. orthodontia, etc.) Explain.
10. Do you have an extension of benefits when an employee initiates treatment while covered and completes it after termination of coverage? Please explain.
11. Can each family member select a different dentist?
12. Can members change dentists during the year? Indicate frequency.
13. With regard to network directories, please respond to the following items.
 - Is your directory available online?
 - How frequently are the directories updated?
 - How are members, plan sponsors and providers notified of changes?
 - Describe alternative means for plan members to obtain information on network providers.
14. Do you own your provider network, or do you subcontract? If subcontracted please identify network.

15. Describe your network statewide – locations, number of providers, plans for expansion, etc.
16. Describe your network specific to this client’s geographic region (LA County) – locations, number or providers, plans for expansion, etc.
17. Are you willing to unbundle your provider network should the client contract with a TPA?
18. Is your network available on a stand-alone basis.
19. If quoting an ASO, please describe any fees associated with terminating the plan should the district decide to move to a fully insured product in the future.
20. What are the minimum criteria for providers to be selected as a network provider?
21. What is your provider retention rate and/or network turnover?
22. Are you willing to add providers specifically requested by our organization?
23. How do you monitor provider compliance with policies and protocols?
24. Are there any locations where you cannot administer the plan designs as specified? Please describe.
25. Do you have differing network provider arrangement (i.e. “Preferred” vs. “Participating”)? Please describe.
26. If you do have different network provider arrangements, please complete the following:
 - a. How are “Preferred” dentists paid?
 - b. How are “Participating” dentist paid?
 - c. Do participating dentists have a contractual agreement not to “balance bill” the patient?
 - d. If a participating dentist refers a patient outside the network, are benefits paid at the DHMO or Dental PPO level?
27. Please describe the full range (standard and optional) of all enrollment and communications services and support your company will provide to this client. Identify any additional costs for optional materials or services.
28. Please confirm that renewal offers will be provided to LACCD no later than 150 days prior to the anniversary date.

29. What are your firm's current trend factors for Dental?
30. Please provide a sample of your standard reporting package, including the frequency and timeline of its distribution.
31. What additional 'ad hoc' reports are available? How frequently may such reports be requested? Is there an additional charge for 'ad hoc' reports?

Customer Service

1. Please provide an organizational chart of your client management team, including administration service center personnel. If possible, include brief biographies of the key personnel, locally and in the proposed service center.
2. Where is/are the customer service unit(s) located? Where are the claims administered? Will you provide dedicated personnel to administer the LACCD benefit plans?
3. Do you have any plans to relocate the proposed service center and/or change claims systems?

Implementation

1. Please provide an implementation work plan and timeline, assuming enrollment during the first two weeks of November 2008 and an effective date of January 1, 2009.
2. Do you provide performance guarantees to ensure smooth and timely implementation and transition?

DENTAL NETWORK ANALYSIS

ALL VENDORS MUST COMPLETE ALL TABLES IN THIS SECTION.

NETWORK ACCESSIBILITY

Please complete the following charts by noting the number of providers in your network in each cell below.

1. DHMO

County	# of Generalists	% NOT accepting new patients	# of Endodontists	# of Periodontists	# of Orthodontists	# of All Other Specialists	Total
Los Angeles							
Orange County							
Ventura							
San Bernardino							
Riverside							
Statewide							

2. Dental PPO

Preferred Provider Network*

County	# of Generalists	% NOT accepting new patients	# of Endodontists	# of Periodontists	# of Orthodontists	# of All Other Specialists	Total
Los Angeles							
Orange County							
Ventura							
San Bernardino							
Riverside							
Statewide							

Participating Provider Network*

County	# of Generalists	% NOT accepting new patients	# of Endodontists	# of Periodontists	# of Orthodontists	# of All Other Specialists	Total
Los Angeles							
Orange County							
Ventura							
San Bernardino							
Riverside							
Statewide							

***Complete both charts if you have differing provider networks (i.e. "Preferred" and "Participating") and describe differences. If not, complete only the first chart.**

Dental Contracted Rates

In the chart below, please provide information regarding contracted rates and employee cost sharing for the 90017 zip code.

ADA Code	Description	In-Network Contracted Rate	80 th Percentile R&C	90 th Percentile R&C
120	Periodic oral evaluation			
272	Radiographs – 2 films			
274	Radiographs – 4 films			
1110	Adult prophylaxis			
1120	Child prophylaxis			
2140	Amalgam – 1 surface			
2150	Amalgam – 2 surface			
2160	Amalgam – 3 surface			
2330	Composite resin			
2332	Resin-based composite – 3 surface			
2740	Porcelain / ceramic substrate			
2750	Porcelain w/ gold crown			
2751	Porcelain w/ non-precious metal crown			
2752	Porcelain w/ semiprecious metal crown			
2790	Crown gold full case			
3320	Root canal – bicuspid, per tooth			
3330	3 root canal therapy			
4260	Osseous surgery per quadrant			
4341	Periodontal scaling			
6750	Fixed bridge / porcelain gold crown			
6752	Fixed bridge / porcelain semiprecious crown			
7140	Extraction – erupted tooth			
7240	Extraction, complete bony impaction			
7271	Tooth Implantation			
----	Orthodontic: Global rate for normal adolescent case *			

*If your organization does not use global rates, please provide your contracted amounts by individual service.

<p>How often are the allowances revised?</p>	<p> <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Other </p>
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ATTACHMENT 1

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH ITS RESPONSE

(Name) _____, being first duly sworn, disposes and says that he or she is (Title) _____ of (Company) _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusion or sham bid.

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this _____ day of _____, 2008.

BIDDER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

Attachment 2

**CERTIFICATION OF NON-DISCRIMINATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

Proposer hereby certifies in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, 2008.

PROPOSER _____
(Type or print complete legal name of firm)

BY _____
(Signature)

Name _____
(Type or print)

Title _____

Address _____

City _____ **State** _____ **Zip** _____

Attachment 3

CONFIDENTIALITY AGREEMENT

The undersigned, a duly authorized officer of

(Type or print complete legal name of firm),

does hereby represent, warrant, and agree to the following statement:

All financial, statistical, personal, technical or other data and information relating to the District's operation which are designated confidential by the District and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

Date: _____

Name of Proposer

By: _____
Authorized Officer

PROFESSIONAL SERVICES AGREEMENT

PARTIES: LOS ANGELES COMMUNITY COLLEGE DISTRICT
("District")

By: _____
[Name of College]

[College Address]

Attn: _____
[Contact name and phone number]
("College")

("Contractor")

[Address]

Attn: _____
[Contact name and phone number]

DATE: _____

TERM OF AGREEMENT: _____

RECITALS

WHEREAS, the District may contract for professional services to the extent permitted by law; and

WHEREAS, the Contractor has represented itself to be specially licensed and/or certified and/or trained, experienced and competent to perform the services described herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit. The District shall have the right to order, in writing, changes in the scope of work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the District and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties. In performing the Services, Contractor hereby designates the following as "Key Personnel" under this Agreement. Contractor shall not reassign, replace or reduce the labor commitment of any Key Personnel without the prior written consent of the District.

<u>Name</u>	<u>Contractual Function</u>	<u>Estimated Hours</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. **WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the goods or services.

3. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's

Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.

4. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this Agreement.
5. **TERM OF AGREEMENT.** This Agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
6. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this Agreement by the Contractor.
7. **DOCUMENTATION.** The Contractor agrees to provide to the District, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the District in its use of the Services provided hereunder.
8. **RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this Agreement shall be the property of the District. During the term of this Agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.
9. **CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.
10. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of

the District. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the District.

11. **DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this Agreement.
12. **WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this Agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this Agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with this Agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

13. **INSURANCE.** Without limiting the Contractor's indemnification of the District and as a material condition of this Agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this Agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this Agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this Agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

- a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named

insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.

- b) Professional liability insurance in an amount not less than one million dollars (\$1,000,000) per incident.
- c) Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.

Failure to maintain the insurance and furnish the required documents may terminate this Agreement without waiver of any other remedy the District may have under law.

- 14. AMENDMENTS.** This Agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This Agreement may be amended only in a writing signed by both parties.
- 15. ASSIGNMENT.** This Agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.
- 16. GOVERNING LAW.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
- 17. NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The

Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this Agreement.

18. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this Agreement, certifies that it is an equal employment opportunity employer.
19. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this Agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
20. **BOARD AUTHORIZATION.** The effectiveness of this Agreement is expressly conditioned upon approval by the District's Board of Trustees.
21. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this Agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this Agreement are severable.
22. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this Agreement shall automatically terminate and the District shall be relieved of any further obligation.
23. **NOTICE.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.
24. **CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this Agreement which is or may likely make the Contractor "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which the Contractor has been retained pursuant to this Agreement.
25. **REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**
 - A) If this Agreement is funded by the District, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.

B) Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

C) No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Los Angeles, California, on the date set forth above.

CONTRACTOR

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

DISTRICT

LOS ANGELES COMMUNITY
COLLEGE DISTRICT

By: THE BOARD OF
TRUSTEES OF THE
LOS ANGELES COMMUNITY
COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT A

SCHEDULE OF SERVICES AND SPECIFICATIONS

CONTRACTOR'S SERVICES:

SPECIFICATIONS:

EXHIBIT B

SCHEDULE OF PAYMENT

TOTAL FEE: \$ _____

(broken down as follows):

\$ _____

\$ _____

\$ _____

COSTS (IF ANY)

NOT INCLUDED IN FEES: \$ _____