REQUEST FOR PROPOSALS (RFP) NO. 19-09
STUDENT HEALTH CENTER SERVICES

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PROCUREMENT UNIT
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017
213.891.2276
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I. PURPOSE

The Los Angeles Community College District (‘LACCD’ or ‘District’), on behalf of the Board of Trustees, is requesting proposals from qualified firms to staff and manage an on-campus health facility, provide student health services, and psychological services for nine college campuses.

II. ABOUT THE DISTRICT

The District was organized in 1969 and is governed by an elected Board of Trustees and is part of the statewide California Community College system. Members of the Board of Trustees are elected at large to serve four-year terms.

LACCD serves a population of several million residents in southern California within an area of 882 square miles of metropolitan Los Angeles and unincorporated areas of the County of Los Angeles. The District extends from the San Fernando Valley in the north to the Port of Los Angeles area in the south and from the west side of Los Angeles to the San Gabriel Valley on the east.

In keeping with its mission, the District provides comprehensive lower-division general education, occupational education, transfer education, credit and non-credit instructional programs geared to meet the needs of the communities its colleges serve and which meet the changing needs of students for academic and occupational preparation, citizenship, and lifelong learning. The Western Association of Schools and Colleges accredits each of the nine Colleges. These colleges include the following:

- Los Angeles City College
- East Los Angeles College
- Los Angeles Harbor College
- Los Angeles Mission College
- Los Angeles Pierce College
- Los Angeles Southwest College
- Los Angeles Trade Technical College
- Los Angeles Valley College
- West Los Angeles College

The physical footprint of colleges ranges in size from twenty-two acres (Los Angeles Trade Tech College) to over four hundred fifty acres (Los Angeles Pierce College). Facilities include newly constructed classroom and instructional laboratory buildings, learning resource centers (libraries with
specialized learning/tutoring centers) as well as original instructional buildings, parking structures, maintenance yards, athletic fields and gymnasiums.

In **2017-2018**, the District served 230,446 students. Information on the District’s Enrollment Trends can be viewed at the California Community Colleges website at: [http://www.laccd.edu/Departments/EPIE/Research/Pages/Enrollment-Trends.aspx](http://www.laccd.edu/Departments/EPIE/Research/Pages/Enrollment-Trends.aspx)

<table>
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<tr>
<th>ANNUAL ENROLLMENT (HEADCOUNT) BY COLLEGE, 2017-18</th>
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<tr>
<td>City</td>
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<tr>
<td>East</td>
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<tr>
<td>Harbor</td>
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<td>Mission*</td>
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<td>Pierce</td>
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*Includes Instructional Television (ITV)
III. GENERAL INFORMATION AND GUIDELINES

A. DISTRICT CONTACT PERSON

The following person is the sole person with whom Proposers are authorized to communicate concerning the RFP:

Regina Benavides
Procurement Specialist
Contracts and Purchasing Unit
Los Angeles Community College District
770 Wilshire Blvd., Los Angeles, CA 90017
Phone: 213-891-2103 | Fax: 213-891-2409
E-mail: BENAVIR@EMAIL.LACCD.EDU

B. INTERNET ACCESS TO THIS RFP

All documents comprising the RFP will be available on the internet at:

https://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx

Proposers are responsible for checking the aforementioned website for posting of documents related to the RFP, including any RFP Addenda.

C. UNAUTHORIZED COMMUNICATIONS

Proposers shall not, prior to Award, contact or communicate, either verbally or in writing, with any of the following persons (other than the person named above) for the purpose of discussing the requirements of the RFP Documents or the RFP process: (1) any trustee, officer, employee, or representative of the District; or (2) any consultant, or employee of a consultant, providing the District with assistance, advice, or professional services relating to the matters covered by the RFP Documents or who is involved in any aspect of the RFP evaluation or scoring processes. Unauthorized communication by a Proposer in violation of the foregoing may result in disqualification.

D. INTERESTED PARTIES

Firms who are advisors to the District in respect to the RFP process are not allowed to submit, or participate in submission of, Proposals. A Proposer shall not participate in, or be “interested in,” more than one Proposal. For purposes of this paragraph, “interested in” means having a managerial or financial interest in another Proposer or a Subcontractor to another Proposer.
Notwithstanding the foregoing, a Subcontractor may be proposed as a subcontractor to more than one Proposer.

E. PROPOSER CLARIFICATIONS

Without limitation to the District’s rights relating to the conduct and content of Negotiations, the District reserves the right, but assumes no obligation, at any point in the RFP process, to contact a Proposer directly, without notice to other Proposers, for purpose of obtaining clarifications of, or to address minor irregularities, informalities, or apparent clerical mistakes in, a Proposal (“Proposer Clarifications”). Where the District determines that there is a need and justification for seeking Proposer Clarifications, the District may request Proposer Clarifications from some, not all, Proposers. If Proposer Clarifications are sought from all Proposers, the questions asked may be different for each Proposer.

F. FALSE INFORMATION

In addition to and without limitation upon any other requirements of the RFP Documents, the District reserves the right, but assumes no obligation, to disqualify any Proposer and reject any Proposal should District determine that any information submitted by the Proposer is false, incorrect, or materially incomplete.

G. DISTRICT INVESTIGATIONS

At any time during the RFP process and without notice to any Proposer, District shall have the right to conduct investigations into matters related to the accuracy or completeness of the information contained in a Proposal or the qualifications and fitness of a Proposer to perform the Services. The decision to conduct or not conduct such investigations and whether to disclose or not disclose information obtained from any such investigations is a matter within the sole discretion of the District. Without limitation to the generality of the foregoing, under no circumstances shall the District be under an obligation to (1) conduct any investigation of possible misconduct or (2) take any action upon or give any consideration to allegations of misconduct that are not disclosed in a Proposal, including, without limitation, allegations of misconduct by a Proposer in its performance of a prior or existing contract with the District.
H. NO JOINT OFFERS ACCEPTED

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture or informal team. For this engagement, “DISTRICT” intends to contract with an individual firm and not with multiple firms doing business as a joint venture. Accordingly, the firm acting as the “prime”, if it receives the Award, will enter into the Agreement with the District.

I. DISTRICT DETERMINATIONS

The District shall have the right to make all determinations and interpretations relating to the RFP Documents or the RFP process, including, without limitation, any Proposer’s compliance with the RFP Documents or its qualifications to participate in the RFP process, and all such determinations shall be final and binding.

J. RESPONSIVENESS

A Proposer who submits a Proposal that does not conform to, or a Proposer who does not conduct itself in accordance with, the requirements of the RFP may be found to be non-responsive. The District shall have the right, but not the obligation, to take all or any combination of the following actions in response to a Proposer or Proposal that is found to be non-responsive: (1) either before, during, or after scoring Proposals, disqualify such Proposer from further participation in the RFP process; (2) deny an Award to such Proposer; or (3) instruct the Evaluators that they may or shall take into consideration such non-responsiveness in their scoring. The District’s rights as described above are discretionary and as such, may be exercised, not exercised, or exercised in any manner, as the District determines appropriate. If identical or substantially similar violations of the RFP occur by more than one Proposer, then the District shall endeavor to enforce or waive the requirements of the RFP in a manner that affords, as much as possible, comparable treatment to all such violating Proposers; provided, however, that there may be variations in scoring of identical or substantially similar violations by different Evaluators, and such variations shall not be considered non-comparable treatment by the District. Consistent with the discretionary nature of the District’s rights relative to a question of non-responsiveness, wherever in the RFP a term or condition of the RFP is described using words or phrases such as “required,” “mandatory,” “shall,” “no less (or more) than,” “at least,” “at a minimum,” or words or phrases having a similar meaning, such words or phrases shall be interpreted as being intended to draw the Proposers’ attention to certain terms or conditions of the RFP that, if not met, may result in disqualification or a negative scoring and shall not be interpreted as obligating the District to
disqualify a Proposer or negatively score a Proposal. In addition to the foregoing, any Proposer who at any point during the RFP process is determined by the District, in the exercise of its sole and absolute discretion, to be unable to perform the Agreement may be disqualified by the District, and if disqualified will not be allowed to participate further in the RFP process.

**IV. PROPOSER REPRESENTATIONS**

Each Proposer submitting a Proposal in response to this RFP is deemed to have made the following representations:

- Proposer represents that its Proposals fully comply with the requirements of the RFP Documents.
- Proposer represents that each person who signed a document that is included in the Proposer’s Proposals was at the time of signing, and for the duration of Proposer’s participation in the RFP process provided for in these Instructions shall remain, authorized to sign on behalf of and to bind the Proposer.
- If the Proposer is a corporation, limited liability company, or limited partnership, Proposer represents that it is, and for the duration of Proposer’s participation in the RFP process provided for by these Instructions shall remain, registered with the Office of the Secretary of State for the State of California and authorized under Applicable Laws to business in the State of California with a legal status determined by said Office of the Secretary of State of “active and in good standing."
- Proposer represents that it has carefully reviewed the proposed Agreement and that the terms and conditions thereof are satisfactory to Proposer and represent in the opinion of the Proposer a fair and reasonable allocation and sharing of risks and responsibilities.
- Proposer represents that it has carefully reviewed all of the exhibits attached hereto and taken all matters disclosed thereby into consideration in preparing and submitting its Proposals.
- Proposer represents that it is, and at all times during the performance under the Agreement shall be, in full compliance with the provisions
of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as any similar provisions of Applicable Laws setting forth proscriptions or penalties relating to the employment or hiring of undocumented aliens.

- Proposer represents that, at the time of submission of its Proposals, Proposer and each of its Sub-consultants and/or subcontractors possesses any licenses that may be required to hold under the terms of the RFP Documents, as well as any other licenses (if any) that it is required by Applicable Laws to hold in order to perform those services that it anticipates it will be required to perform under the terms of the Agreement.

- Proposer, being familiar with California Government Code §§1090 et. seq. and §§ 87100 et seq., represents that it does not know of any facts occurring in connection with the Proposer’s preparation for, or participation in, the herein described RFP process that constitute a violation thereof and has disclosed in a separate letter attached to their proposal of any possible interests, direct or indirect, which Proposer believes any official, officer, agent, or employee of the District or any of its Colleges, or any department thereof, has that might cause such official, officer, agent, or employee to be "financially interested" (as that term is defined the aforecited statutes) in any decision made by District in connection with the procurement that is the subject of this Request for Proposal.

- In accordance with Public Contract Code section 2204 (a), the Proposer certifies and represents that at the time its Proposal(s) are submitted, the Proposer is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Proposers are cautioned that making a false certification and representation may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Proposer
agrees that submission of its Proposal(s) shall constitute Proposer’s certification and representation as aforesaid.

V. RFP INSTRUCTIONS AND CONDITIONS

This RFP contains the instructions and conditions governing the requirements for a proposal to be submitted by an interested Proposer, the format in which the proposal is to be submitted, the material to be included therein, and the requirements that must be met. Each Proposer should carefully examine the entire RFP and be fully aware of the nature and quality of the services sought by “DISTRICT” as well as the conditions in providing such services.

PROPOSALS MAY BE REJECTED AS NON-RESPONSIVE IF THE PROPOSER FAILS TO FULLY COMPLY WITH ANY OR ALL OF THE INSTRUCTIONS OR CONDITIONS SET FORTH IN THIS RFP.

A. RFP SCHEDULE AND PROPOSAL SUBMISSION

The following is the anticipated schedule of events for the RFP process, current as of the date of issuance of the RFP:

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The District reserves the right, at any time to make adjustments in the form of additions, modifications or deletions to the RFP schedule. Such adjustments, if any shall be made by RFP Addendum. References in the RFP Documents to the RFP Schedule or to date in the RFP Schedule shall mean the RFP Schedule as so adjusted.

B. PROPOSAL SUBMISSION

The proposer shall submit to the District one (1) printed original and seven (7) copies of its proposal, together with one (1) USB drive containing an electronic version of the entire proposal in PDF format, addressing each of the items in this RFP and must be received by the District no later than 2:00 p.m. PST, on January 30, 2020. Proposals are to be enclosed in a sealed package plainly marked displaying the proposer’s legal name with the following notation, “RFP No. 19-09 Student Health Center Services.” The printed
original proposal must be marked on the cover page with the following notation, "ORIGINAL." Proposals must be signed and shall become property of the District.

Mail or deliver proposals to:

Los Angeles Community College District
Attention: Regina Benavides, Procurement Specialist
770 Wilshire Boulevard, 6th Floor
Los Angeles, California 90017

Proposals must be received by 2:00 p.m., PST on January 30, 2020.

Proposals not conforming to the requirements of this RFP may be deemed non-responsive.

Any Proposal received after the time and date above may, at the sole and absolute discretion of the District, be returned unopened or set aside without consideration.

It is the sole responsibility of the Proposer to ensure that its Proposals are delivered on time. If hand delivered, ample time should be scheduled for delays caused by downtown Los Angeles area traffic and parking. Please be advised that the District does not provide parking accommodations to Proposers submitting Proposals.

The District shall not be responsible for, nor accept as a valid excuse for late receipt, any delay in mail service or other method of delivery used by the Proposer except where it can be established that the sole cause of late receipt was an unforeseeable action by the District that prevented the Proposer’s timely delivery of its Proposals. Notwithstanding the foregoing, in the sole and absolute discretion of the District, any Proposals received from a Proposer after the submission deadline stated in the RFP Schedule may be considered if no other Proposers have submitted Proposals or if all other Proposers submitting Proposals are disqualified.

Proposals submitted via fax, telephone, or email will not be accepted.

Proposals constitute firm, irrevocable offers subject to acceptance by the District and may not be withdrawn by the Proposer for a period of 120 calendar days following the deadline for submission of Proposals set forth in the RFP Schedule. Conduct of Negotiations by the District shall not constitute a rejection of the Proposals submitted by a Proposer unless and until such time as the Negotiations with that Proposer are formally terminated by the District in writing and the District has commenced Negotiations with another Proposer.
VI. PROPOSAL FORMAT AND CONTENT

A. GENERAL

Proposers shall follow the format established in this RFP and provide all information requested in the RFP and any RFP Addenda.

Each Proposal should provide a straightforward, concise response to the RFP. The Proposers should place emphasis on being in conformance with and responsive to the RFP requirements and on the completeness and clarity of the content of their Proposals.

A Proposer’s Proposals and any attachments, documents, letters and materials submitted by the Proposer, may be included as part of any Agreement entered into between the Proposer and District.

Proposers should avoid submitting unnecessary or excessive promotional materials that are not directly and concisely responsive to the requirements of the RFP.

B. PRESENTATION / FORMAT

Proposals shall be submitted in 8½” x 11” size, using a simple method of fastening. Proposals should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. Submittals shall not contain more than thirty (30) pages, single-sided, excluding front and back covers, and tabs. Proposals may not be submitted with a font size of less than 12. Submittals containing more than the stated page limitation and not in accordance with the font size will not be considered.

C. PROPOSAL CONTENT

Each proposal shall be submitted with the following items in the specified order:

1. COVER PAGE

A cover page with the Proposer’s name, title, “RFP No. 19-09: Student Health Center Services” and submission due date and time.

A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District.
2. TRANSMITTAL LETTER

The letter of transmittal shall be addressed to the Contracts Office and must, at a minimum, contain the following:

a) Identification of the offering firm(s), including name, address and telephone number of each firm;

b) Proposed working relationship among the offering firms (e.g., prime-subcontractor), if applicable;

c) Acknowledgment of receipt of RFP addenda, if any;

d) Name, title, address and telephone number of contact person during period of proposal evaluation;

e) A statement to the effect that the proposal shall remain valid for a period of not less than one hundred and twenty (120) days from the due date for submittal;

f) Identification of any information contained in the proposal which the proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by LACCD); and

g) Signature of a person authorized to bind the offering firm to the terms of the proposal.

3. TABLE OF CONTENTS

Immediately following the cover page and transmittal letter, include a complete table of contents for material included in the proposal, including page numbers.

4. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES

This section should establish the ability of the proposer and any subcontractors to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; nature and relevance of similar work recently completed for other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the
proposer and any subcontractors included in the offer. Specifically include:

a) **Background information** about your firm, including date of founding (The District requires a minimum of 5 years of experience.), legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your firm’s ability to perform contractually. Certify that the firm and its principals are not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency, or declare and explain any such status.

b) **Noteworthy qualifications** for providing the required services to LACCD. Specifically highlight those qualifications that distinguish you from your competitors.

c) **List of business clients**—especially community colleges and school districts—to which your firm has recently provided similar services. Specifically, include the following: name and address of organization, description of work and date performed, contact name/title/phone numbers.

d) **Financial information** (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of your firm. Furnish as an appendix. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the proposals and award of ensuing contracts.)

5. PROPOSED STAFFING AND PROJECT ORGANIZATION

This section should discuss the staff of the proposing firm who would be assigned to work on LACCD’s project. Include:

a) **Key personnel** from your firm that would be assigned to LACCD's project. Include a brief description of their qualifications, professional certifications, job functions and office location(s). Designate a Project Manager who would provide day-to-day direction of the required work and become LACCD’s primary contact person. Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the proposal.

b) **Organization chart** that clearly delineates communication and reporting relationships among the project staff.
6. **WORK PLAN AND TECHNICAL APPROACH**

This section should establish the proposer's understanding of LACCD's objectives and requirements, demonstrate the proposer's ability to satisfy them, and clearly outlines the plan for accomplishing the specified work. Include:

a) **A Strategic Plan which describes** how your firm would accomplish the objectives described in this RFP.

b) **All resources you would require from LACCD**—including information, documents, staff assistance, equipment, and facilities—to complete your work; declare any other critical assumptions upon which your work plan is based.

7. **COST AND PRICE**

a) *Cost Proposal –* Proposers must prepare a Cost Proposal reflecting a proposed fee schedule. The list of fees shall include hourly staffing costs for medical providers, psychologists, and all other applicable staff. Costs for vaccinations, exams, and other proposed services shall be included.

b) Prices provided must be valid and complete. The bidder is responsible for the accuracy of the Price Proposal submitted, and no allowance will be made for errors or price increases that the bidder later alleges are retroactively applicable.

8. **APPENDICES**

a) **Supporting Documents:** Furnish as appendices those supporting documents (e.g., financial statements, staff resumes and Strategic Plan) requested in the preceding instructions.

b) **Additional Information:** Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this is not an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

**GRACE PERIOD FOR MISSING OR INCORRECT FILING OF ITEMS:** If the Proposer fails to submit all or any part of items above with its submission or if any submitted item is incomplete or incorrect, the Contracts Office will notify the Proposer and the Proposer shall have an additional three (3) business days to submit the missing item to the Contracts Office. Failure to submit the
missing item may result in the disqualification of the proposer if the mandatory item is missing entirely. *Failure to complete or correct a mandatory item will result in the Proposer’s proposal being considered in the form in which it was originally submitted, and possibly, non-responsive for failure to provide the required documents as per the instructions and conditions of this RFP.*

D. MEETING RFP SPECIFICATIONS

The services offered by the Proposer must meet the specifications as described in this RFP. The District reserves the right to reject as non-responsive any proposal that does not meet the specifications as described in this RFP.

E. PROPOSED INFORMATION TO BE ACCURATE, COMPLETE, AND VALID

The Proposer must provide information including, but not limited to, fees for all offered services based on the scope of work, which is set forth in Exhibit A. Failure to do so may invalidate the proposal. The price must be accurate, complete and must be valid for the term of the agreement. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for error or fee increases that the Proposer later alleges are retroactively applicable.

VII. MISCELLANEOUS PROVISIONS

A. APPLICABLE LAWS

All Proposals must be submitted, filed, made, and executed in accordance with Applicable Laws, whether or not such Applicable Laws are expressly referred to in the RFP.

B. MANDATORY REQUIREMENTS

The Proposer is solely responsible to provide all required information including, but not limited to, certification, references, organization information, and other information and documents as necessary to ensure Proposer’s compliance with the requirements of the RFP and is responsible for the accuracy and completeness of such information and documents. Forms included with the RFP shall, as applicable, be used by Proposers in the preparation of their Proposals. Information provided by Proposers on other forms in lieu of the forms provided in the RFP may be disregarded by the District.
C. AUTHORIZED SIGNATURES

Exhibits B through G must all be signed by the Proposer’s authorized signatory and must be submitted by the Proposer in the sealed envelope along with its proposal. The District is unable to accept any proposal submitted without these statements completed and signed by the Proposer’s authorized signatory.

D. AUTHORIZATION TO DO BUSINESS

All Proposers must be authorized to do business in California. If a Proposer is a sole proprietorship or partnership, the Proposer should furnish with its 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 as shown by it having an “ACTIVE” status listed on the California Secretary of State website as of the date of evaluation of the proposal. The Proposer should provide the corporate number issued by the Secretary of State with its proposal.

Each Proposer is required to possess at the time of submitting its Proposal, and at all times during the RFP process (and, in the case of the Proposer that receives award, at the time of award, upon execution of the Agreement, and at all times during performance of the Agreement) any licenses required by Applicable Law for the performance of the Agreement.

E. RFP REVIEW

Each Proposer in submitting its Proposals acknowledges and understands its affirmative obligation to carefully and thoroughly examine the RFP, including, without limitation, the scope of the Services. Failure by a Proposer to fully inform itself of the content of the RFP and to seek clarification in the manner required by the RFP shall neither relieve the Proposer from its responsibilities under the RFP or Agreement nor serve as the basis for any claim by the Proposer that it was mistaken or misled in connection with the preparation of its Proposal. Proposers are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, concepts, technical criteria, reports, surveys, data, and other information provided by the District and nothing contained in the RFP, or in any other information provided by the District, shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the District with respect to the completeness, accuracy, or sufficiency thereof. Without limitation to the generality of the foregoing, statements, estimates, and other information contained in the RFP indicating the quantity of services that that Proposers may be expected or will be required to provide
under the Agreement may be greater or lesser than the services actually required.

**F. REQUESTS FOR CLARIFICATION**

Questions or other requests for clarification shall be submitted by email to Regina Benavides, Procurement Specialist, at email address: benavir@email.laccd.edu **on or before 3:00 p.m. Pacific Standard Time, January 10, 2020** ("Questions Deadline).

Proposers are asked to submit all questions in writing by the Questions Deadline. “DISTRICT” shall not be obligated to answer any questions received after the Questions Deadline or submitted in a manner other than as instructed above. Written responses will be posted on the website: [http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx](http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx)

Proposers should not contact District personnel in any other manner related to the RFP. Unauthorized contact with any District personnel may, at “DISTRICT”’s sole discretion, be cause for rejection of a Proposal.

**G. RFP ADDENDA**

The District reserves the right, at any time (before or after submission of Proposals), in the exercise of its sole and absolute discretion, to change (by additions, deletions, or modifications), and issue clarifications or interpretations affecting, the RFP or RFP process. Such changes, clarifications, interpretations, of additional information shall be communicated to the Proposers by a written addendum to this RFP (“RFP Addendum”), which will be posted at the following website address:

[http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx](http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx).

It shall be the responsibility of the Proposer to check the website or to appropriately inquire with “DISTRICT” for any addenda issued. All addenda issued by DISTRICT shall become part of the RFP and the Proposer shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Proposer’s acknowledgement of the addenda must be declared in the proposal in Exhibit E.

Failure of the Proposer to receive addenda shall not relieve the Proposer from any obligation under its proposal as submitted. The Proposer shall identify and list in its proposal all addenda received and included in its proposal. The Proposer’s failure to identify and list in its proposal all addenda received and
included in its proposal may be asserted by the “DISTRICT” as a basis for determining a proposal as non-responsive.

**H. INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a proposal for the services proposed herein is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the documents, he/she may submit to the District a written request for an interpretation of correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposal documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents to any Proposer, and no Proposer is authorized to rely on any such unauthorized oral interpretation.

**I. WITHDRAWAL/ PROPOSAL IRREVOCABLE FOR 120 DAYS**

A Proposer may withdraw its proposal at any time prior to the submittal deadline by sending the District a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by the District and not withdrawn becomes an irrevocable offer available for acceptance by the District immediately and for one hundred and twenty (120) days thereafter. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.

**J. EXEMPTION FROM DISCLOSURE**

Proposals will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been submitted to the LACCD. All proposals submitted will become the property of the LACCD. The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any Proposer claiming such an exemption must also state in the proposal that “the vendor agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, Los Angeles Valley College, Los Angeles City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, West Los Angeles College, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other
proprietary information by any party." Failure of a proposal to include such a statement will be deemed a waiver of any exemption from disclosure under the California Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District. The Proposer’s identification of a document as “proprietary” or “confidential” does not automatically confer exclusion from disclosure under the California Public Records Act.

K. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as any expenses incurred by the Proposer to:

(1) prepare its proposal in response to this RFP; (2) submit that proposal to “DISTRICT”; (3) negotiate with “DISTRICT” on any matters related to this RFP, including a possible contract; and (4) engage in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. “DISTRICT” shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Proposers. All expenses including, but not limited to, pre-contractual expenses incurred by the Proposer in preparing the proposal shall be borne and paid for solely by the Proposer and shall not be included in their offers.

L. SUBCONTRACTORS

Proposers are permitted to provide for a portion of the Basic Services to be performed by one or more consultants or contractors retained by the Proposer (collectively, “subcontractor”) provided that each subcontractor proposed to be used is identified in the Proposal by name, contact person, telephone number, fax number, e-mail address, and a description of the portion of Basic Services to be performed by the subcontractor.

M. 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.

N. ORAL COMMUNICATIONS

Any oral communication by the District Contact Person or his/her designee regarding this RFP is not binding and shall in no way modify the RFP or the obligations of the District, Proposer and/or Contractor.
O. RFP AS PART OF FINAL CONTRACT

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

P. PROPOSED CONTRACT

The Proposer(s) selected for contract award through this RFP shall be required to enter into a written agreement with the District. The Standard Agreement for Student Health Center Services presented in Exhibit H of 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. Exceptions and requested changes 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.

Proposers may include special terms and conditions for these services as appropriate; however, they must comply with Article IV, Section T below for consideration.

It is the District’s sole right and privilege to disregard any suggested language provided by proposers included in their response. By responding to this RFP, proposers warrant that they have taken any and all costs and/or risk and liability associated with the Standard Form Agreement into account in their price proposals.

Q. EXCEPTIONS/DEVIATIONS

Any exceptions to, deviations from, or inability to comply with the requirements set forth in this RFP, or the terms and conditions contained in the Professional Services Agreement, must be declared in writing in Exhibit F within the proposal; and failure to do so will prevent Proposer from asserting its inability to comply with the terms or conditions later on. Such exceptions or deviations must be segregated as a separate element of the proposal under Exhibit F - "Exceptions and Deviations to Professional Services Agreement." The District will make a good faith effort to consider contractual issues identified by vendors and “DISTRICT” requires all proposing vendors to similarly make a good faith effort to comply with the District’s sample agreement terms and conditions.

Proposals that mandate the use of vendor standard services contract, rather than utilizing the District’s standard services contract will
result in that vendor’s proposal being judged non-responsive and these proposals will be rejected.

Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District’s contract and these proposals will be rejected.

Section 3 - Warranties
Section 6 - Term of Agreement
Section 13 - Waiver of Damages: Indemnity
Section 17 - Governing Law
Section 18 - Non-Discrimination
Section 21 - Board Authorization
Section 26 - Requirements for Federally-Funded Contracts
Section 27 - District Authority
Section 28 - Accessibility Requirements

The Proposer’s attention is again directed to sections 13 and 14 of the Professional Services Agreement, which specify the indemnity clause and the minimum insurance requirements that must be met by the successful Proposer. The Proposer’s inability or unwillingness to meet these requirements as a condition of award of an Agreement must be stated as an exception in the proposal.

Exceptions or deviations which are in conflict with the District's terms and conditions may render the proposal non-responsive. In the event that exceptions and deviations to the Professional Services Agreement are requested after the contract has been awarded, the District may deem the proposal non-responsive and may disqualify the proposal at its discretion.

R. NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of proposals does not commit “DISTRICT” to award a contract. “DISTRICT” expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one vendor concurrently, or to cancel all or part of this RFP.

S. NO AGREEMENT UNTIL SIGNED

No agreement with the District is effective until both parties have signed a contract and the District’s Board of Trustees has authorized the contract.
T. NEWS RELEASES

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

U. USE OF DISTRICT EMPLOYEES’ NAMES

The successful Proposer must agree not to use the names, office phone numbers, email addresses, and/or addresses of District employees for any purpose not directly related to this RFP.

V. ADJUSTMENTS TO CONTRACT

All adjustments shall be proposed in writing by the District for approval prior to becoming effective. All required contract amendment(s) shall be issued by the District.

W. CONTRACTOR EVALUATION

Contractors (and its subcontractors, if applicable) will be evaluated periodically regarding their performance.

X. TERMINATION OR CANCELLATION

The District reserves the right to terminate any contract awarded through this RFP by providing thirty (30) days' written notice to the Contractor.

Y. PROTESTS

Any Proposer that has provided a proposal to the District may protest the solicitation or award of a contract for violations of “DISTRICT”’s procurement policies or of laws and regulations governing “DISTRICT”'s procurement activities, provided the proposer has complied with PP-04-09, Bid Protest and Appeals.


In order to be considered, all protests must be in writing and filed with and received by “DISTRICT”, not more than five (5) business days following the date of issuance of the District’s Notice of Intent to Award with the contact below. The protest letter must state the basis for the protest and the remedy sought.
Protests received by “DISTRICT” after this date will be returned to the sender.

Director of Business Services or designee
Los Angeles Community College District
770 Wilshire Blvd, 6th Floor
Los Angeles, CA 90017

Failure to timely file the proposal protest shall constitute grounds for the District to deny the proposal protest without further consideration of the grounds stated therein.

Z. OTHER DISTRICT RIGHTS

The rights, powers, and discretion expressly conferred upon the District under the RFP Documents are not intended to be exclusive but are cumulative and in addition to, and not a substitute for, every other right, power, or discretion existing or available to the District under the RFP Documents or Applicable Laws.

IV. PROPOSAL EVALUATION AND CONTRACT AWARD

A. GENERAL

The method used for this solicitation is a Request for Proposal (“RFP”). Selection of contractors will be made through competitive procurement procedures, which will include factors discussed in this RFP.

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 in the best interest of and most advantageous for the District in the sole determination of the District. The District expressly reserves the right to reject any and/or all proposals and make no award under this RFP.

B. REQUEST FOR ADDITIONAL INFORMATION

During the evaluation process the District may require supplemental information in order to fairly evaluate a proposal. For this purpose, the District may request such information 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.
C. EVALUATION AND SELECTION PROCESS

An Evaluation Panel/Task Force consisting of DISTRICT employees will review, analyze and evaluate all proposals received. The Evaluation Panel may invite a short-list of proposers to provide a presentation and participate in an interview. This committee will then recommend to the Chancellor and to the Board of Trustees a proposer for contract award.

In addition to its own staff, LACCD may utilize the unpaid services of one or more individuals from other agencies in the evaluation of proposals.

If a mutually agreed upon contract is negotiated, DISTRICT will request approval of the contract from its Board of Trustees and shall execute a contract with the proposer. If a contract cannot be successfully negotiated with the selected vendor, DISTRICT may move on to negotiate a contract with another proposer within the highest ranked group.

DISTRICT reserves its right to award to a single proposer, reject all proposals and issue a new RFP, or reject all proposals and reopen the proposal process.

D. EVALUATION CRITERIA

By use of numerical and narrative scoring techniques, proposals will be evaluated by LACCD against the factors specified below. The relative weights of the criteria are based on a 1000-point scale, as listed below. Within each evaluation criterion listed, the sub-criteria to be considered are those described in the "Proposal Format and Content" and Exhibit A of this RFP.

<table>
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<tr>
<th>CRITERIA</th>
<th>POINTS</th>
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<tr>
<td>Qualifications, experience and references of proposer</td>
<td>35 points</td>
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<tr>
<td>Staffing and organization</td>
<td>20 points</td>
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<td>Work plan</td>
<td>20 points</td>
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<td>Cost and price</td>
<td>30 points</td>
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<td>Miscellaneous exceptions/deviations, completeness of proposal, and adherence to RFP instructions, other relevant factors not considered elsewhere</td>
<td>5 points</td>
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<tr>
<td>Small, Local, and Emerging, Disabled Veteran Business Certification</td>
<td>10 points</td>
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<tr>
<td><strong>Total Possible Points</strong></td>
<td><strong>120 Points</strong></td>
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LACCD 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 interests of LACCD to do such. 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, LACCD shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

**E. AWARD OF A CONTRACT**

It is the intent of LACCD to identify multiple firms qualified to provide the services described herein. LACCD reserves the right to apportion the requirements of this RFP among multiple contractors if this is determined to be in LACCD's best interests. Depending on the submitted proposals and other factors, the contract(s) resulting from this RFP may require prior approval by the Board of Trustees.

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of three (3) years plus extension options of up to two (2) additional one-year periods mutually agreed to by both parties.

A responsive proposal receiving the highest total score will be recommended for award and selected to enter into contract negotiations with the District. If the District cannot come to acceptable contract terms with the awarded Vendor within a fixed timeframe that the District will specify, the District will terminate negotiations and move to the next highest ranked Vendor that can provide the services requested in this RFP.

The Proposer receiving the highest aggregate final rating for which acceptable contract terms and conditions have been successfully negotiated within the fixed timeframe will be recommended for contract award to the Board of Trustees. All awards must be authorized by the Board of Trustees. The “DISTRICT” Board of Trustees must approve the contracts before a contract can be signed and work can begin.

Award, if made, is expected by March 2020.
Exhibit A

Scope of Work:
Student Health Centers

1. Facility Services. Facility shall provide to the students of College the following services (referred to hereinafter collectively as "Facility Services") at the Campus:

   a) Non-emergency care of mild acute infections and minor injuries and illnesses ("Primary Care Services") during posted open hours.

   b) Educational health care services ("Educational Services") which shall include, but shall not be limited to, education in the following areas:

      (i) Women's health;

      (ii) Reproduction and contraception and safe sex;

      (III) Family counseling;

      (iv) Substance abuse;

      (v) Student empowerment counseling; and

      (vi) Preventive and health maintenance.

These Educational Services are not intended to be a replacement for actual counseling or therapy, but are intended to provide information as to (i) the need for health care services, and (ii) the alternative health care services and treatments available.

   c) Referral services to health care providers, physicians, therapist and other health care professionals where necessary and appropriate ("Referral Services"). In the event there is no established health care provider or physician, recommendations to at least three physicians for care will be made from an approved physician's panel of at least five physicians for each type of medical specialty or other care. Otherwise, students will be referred to their established health carriers or personal physicians.

   d) Preventive health information and screening programs ("Preventive Health Services"), which may include:
(i) Pregnancy testing, self-care and family planning information;
(ii) Blood pressure screening;
(iii) Spirometry screening;
(iv) Smoking cessation programs;
(v) Substance abuse counseling and assistance information;
(vi) Cholesterol screening.
(vii) TB Testing
(viii) HIV Screening

These Preventive Health Services are limited to those type of services a primary care physician, nurse practitioner, or registered nurse would provide in an initial, preliminary physical examination or those type of services available at a community health care screening fair.

e) Psychological counseling for 25 hours per week; includes crisis intervention, including workshops related to mental health, individual and group counseling, and referrals to community resources. If applicable, the psychologist will also oversee interns- 10 of the 25 hours will be used for this purpose.

f) The foregoing Facility Services are intended only to be limited, initial assessment primary care and educational services and not a substitute for ongoing medical care. In the event that the demand for such Facility Services exceeds the capability of Facility's staff and time availability, Facility Services will be provided in the priority of the order set forth above.

1.2 Facility Operations.

a) The Facility shall be under the overall direction and supervision of a Medical Director, who shall be a licensed physician. Professional medical services within the scope of Facility Services may be provided by the Medical Director and one or more additional licensed physicians. The Facility shall be staffed during all hours of operation (Monday to Thursday; 8:00 AM – 6:00 PM)
by at least one (1) physician assistant qualified to provide Primary Care Services and other Facility Services.

b) Hours of operation for the Facility shall be Monday to Thursday; (8:00 AM – 6:00 PM), during periods of regularly scheduled classes during the Fall and Spring semesters but not during College holidays, semester breaks, and summer vacation; and may include Winter and Summer Intersessions. Hours of operation may be changed upon mutual agreement of College and Hospital.

c) The facility shall serve students of the College exclusively, and shall not be available to, or provide health care services for, or on behalf of, any other persons.

d) The location of the health facility will vary at each college. Tours of the facilities may be requested in writing to the designated District Contact Person.
(Name) _______________________________________, being first duly sworn, disposes and says that he or she is (Title) _______________________________ of (Company) _______________________________, the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, 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 proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal 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 proposal.
IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this 
__________ Day of ____________________, 2018

PROPOSER _________________________________________
(Type or Print Complete Legal Name of Firm)

By______________________________________________
(Signature)

Name____________________________________________
(Type or Print)

Title _____________________________________________

Address __________________________________________

City ________________________ State _____ Zip ________


EXHIBIT C

CERTIFICATION OF NON-DISCRIMINATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH ITS PROPOSAL

Proposer hereby certifies that in performing work or providing products 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. Proposer 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 ____________________, 2018.

PROPOSER _________________________________________
(Type or Print Complete Legal Name of Firm)

By ______________________________________________
(Signature)

Name____________________________________________
(Type or Print)

Title _____________________________________________

Address __________________________________________

City ________________________ State _____ Zip ________

Page 30 of 49
EXHIBIT D

CONFIDENTIALITY AGREEMENT

The undersigned, a duly authorized officer of ___________________________________________________________________, 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
EXHIBIT E

ACKNOWLEDGMENT OF ADDENDA

The Proposer shall signify receipt of all Addenda, if any, here:

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<thead>
<tr>
<th>ADDENDUM NO.</th>
<th>DATE RECEIVED</th>
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If necessary, please print and sign additional pages.

PROPOSER _________________________________________
(Type or Print Complete Legal Name of Firm)

By ______________________________________________
(Signature)

Name____________________________________________
(Type or Print)

Title _____________________________________________

Address __________________________________________

City ________________________ State _____ Zip ________
EXHIBIT F

EXCEPTIONS AND DEVIATIONS TO PROFESSIONAL SERVICES AGREEMENT

The Proposer acknowledges it has seen and reviewed the Professional Services Agreement in Exhibit F and attests to the following:

1. Certain exceptions and deviations may deem the proposal non-responsive and result in rejection of the proposal.
   a. Proposals that mandate the use of vendor standard services contract, rather than utilizing the District’s standard services contract.
   b. Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.

   Section 3 - Warranties
   Section 6 - Term of Agreement
   Section 13 - Waiver of Damages: Indemnity
   Section 17 - Governing Law
   Section 18 - Non-Discrimination
   Section 21 - Board Authorization
   Section 26 - Requirements for Federally-Funded Contracts
   Section 27 - District Authority
   Section 28 - Accessibility Requirements

2. In the event that exceptions and deviations to the Professional Services Agreement are requested after the contract has been awarded, the District may deem the proposal non-responsive and may disqualify the proposal at its discretion.

☐ We have no exceptions or deviations to the Professional Services Agreement

☐ We have the following or the attached exceptions and/or deviations to the Professional Services Agreement.
PROPOSER
(Type or Print Complete Legal Name of Firm)

By ______________________________________________
(Signature)

Name ____________________________________________
(Type or Print)

Title _____________________________________________

Address __________________________________________

City ________________________ State _____ Zip ________
EXHIBIT G

CERTIFICATION OF SMALL, LOCAL, AND EMERGING, DISABLED VETERAN BUSINESS

The undersigned, a duly authorized officer of ________________________________, does hereby certify, represent and warrant the following statement(s) below: (Please check all statement boxes that apply.)

A. Bidder/Proposer is a “Small” business that has met the applicable ownership, operation, and size requirements, and has been certified by a Federal agency or a California public agency as a small business enterprise.

B. Bidder/Proposer is a “Local” business has its principal place of business in the County of Los Angeles.

C. Bidder/Proposer is an “Emerging” business that has been in business in its substantially current form for only up to five (5) years.

D. Bidder/Proposer is a “Disabled Veteran Owned” business that is fifty-one-percent (51%) owned and operated by one or more disabled veterans certified by the State of California Department of General Services or a Federal government agency.

Date: ________________  ________________________________

Name of Bidder/Proposer

By: ________________________________

Authorized Officer Signature

__________________________

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

By: [Name of College]

[College Address]

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

("Hospital")

[Address]

Attn: [Contact name and phone number]

DATE: ________________________________

DAYS/HOURS OF OPERATION
FALL AND SPRING SEMESTER: Days:___________ Hours:_________
SUMMER SEMESTER: Days:___________ Hours:_________

TERM OF AGREEMENT: ________________________________
RECITALS

WHEREAS, the District is a public institution of higher education; and

WHEREAS, the District wishes to establish and operate a health care facility on the College campus to provide primary health care services, including non-emergency medical care, health care education, medical referral services and preventive health care services to its students (the “Facility”); and

WHEREAS, the Hospital is the owner and operator of a licensed general acute care hospital; and

WHEREAS, the Hospital wishes to expand its outreach program for health care services to the community; and

WHEREAS, the District wishes to engage the specialized skills and knowledge of the Hospital such as medical and non-medical personnel, administrative and other support services as are necessary to assist the District in the successful operation of the Facility and the delivery of health care services to its students; and

WHEREAS, the Hospital and the District have determined that both their missions can be achieved more effectively through a mutually beneficial relationship that links together the unique capabilities of each party; and

WHEREAS, the District and the Hospital have entered into separate agreements concerning the operation of student health facilities at other District colleges, prescribing similar duties and obligations of the Hospital as are provided for herein (said agreements, including this Agreement, are referred to herein collectively as the “District College Agreements” and each of the student health facilities which are subject of the District College Agreements are referred to herein collectively as the “Student Health Facilities”);

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the District and the Hospital hereby agree as follows:
AGREEMENT

ARTICLE I
FACILITY OPERATIONS

1.1 Facility Services. The District anticipates offering its students the following services (referred to hereinafter collectively as “Facility Services”) at the College campus:

a) Non-emergency care of mild and acute infections and minor injuries and illnesses (“Primary Care Services”) during posted open hours.

b) Educational health care services (“Educational Services”) which shall include, but shall not be limited to, education in the following areas:

   (i) Women's health services;
   
   (ii) Reproduction and contraception and safe sex;
   
   (iii) Family counseling;
   
   (iv) Substance abuse;
   
   (v) Student Psychological Empowerment Counseling; and
   
   (vi) Preventive and health maintenance.

These Educational Services are not intended to be a replacement for actual counseling or therapy, but are intended to provide information as to (i) the need for health care services, and (ii) the alternative health care services and treatments available.

c) Referral services to health care providers, physicians, therapists and other health care professionals where necessary and appropriate (“Referral Services”). Students will be referred to their established health carriers or personal physicians or in the event there is no established health care provider or physician, recommendations to at least three physicians for care will be made from an approved physician’s panel of at least five physicians for each type of medical specialty or other care.

d) Preventive health information and screening programs (“Preventive Health Services”), which may include:

   (i) Pregnancy testing, self care and family planning information;
(ii) Blood pressure screening;

(iii) Spirometry screening;

(iv) Smoking cessation programs;

(v) Substance abuse counseling and assistance information;

(vi) Cholesterol screening;

(vii) Psychological Health Care Service Forum.

The scope of these Preventive Health Services is limited to that which a primary care physician, nurse practitioner, or registered nurse would provide in an initial, preliminary physical examination or that which is available at a community health care screening fair.

e) Psychological counseling.

The foregoing Facility Services are intended only to be limited, initial assessment primary care and educational services and not a substitute for ongoing medical care. In the event that the demand for such Facility Services exceeds the capability of the Facility’s staff and time availability, Facility Services will be provided in the priority of the order set forth above.

1.2 Facility Operations.

a) The Facility shall be under the overall direction and supervision of a Medical Director, who shall be a licensed physician. Professional medical services within the scope of the Facility Services may be provided by the Medical Director and one or more additional licensed physicians. The Facility shall be staffed during all hours of operation by at least one (1) registered nurse or a nurse practitioner qualified to provide Primary Care Services and other Facility Services. Additional Facility staffing may be provided by student nurses from the College's School of Nursing who shall be subject to the supervision of the Medical Director and physician staff.

b) Hours of operation for the Facility shall be as set forth above during periods of regularly scheduled classes during the Fall and Spring semesters, and during the Summer semester. The schedule of summer hours may be more particularly agreed upon by the Vice President of the College, or his or her designee, and the Hospital. The Facility will not be open during College holidays, semester breaks,
or summer vacation. The hours of operation may be changed upon mutual written agreement of the District and the Hospital.

c) The Facility shall serve students of the District exclusively, and shall not be available to provide health care services for, or on behalf of, any other persons.

ARTICLE II
HOSPITAL SERVICES

2.1 Medical Director. The Hospital shall arrange for the services of a physician to serve as Medical Director of the Facility, subject to approval by the District in its reasonable discretion. The Medical Director shall provide overall direction and supervision and the medico-administrative oversight of the Facility, which includes but is not limited to, developing performance standards for Facility personnel to ensure quality patient care, assuring that Primary Care Services are available at the Facility during all hours of operation, and assuring the availability of an appropriate referral panel of health care professionals for Facility patients. At all times during the term of this Agreement, the Medical Director shall be duly licensed and qualified to practice medicine in the State of California and a member in good standing on the medical staff of the Hospital.

The Medical Director shall be available to perform services hereunder such that when combined with the performance requirements under each of the District College Agreements, Medical Director shall perform a minimum of twenty (20) hours per week, which hours shall be allocated as appropriate to assure the proper operation of each of the Student Health Facilities. The duties of Medical Director pursuant to this Section may be performed by a designee of Medical Director. Said designee of a Medical Director shall be a licensed medical physician qualified to perform the duties of a Medical Director and shall be subject to the reasonable approval of the Hospital and the District.

2.2 Professional Services. The Hospital shall arrange for one or more physicians to provide Facility Services in a professional manner consistent with the standard of care prevailing in the community in coordination with the Medical Director. Such service shall not exceed the scope of the Facility Services. The District and the Hospital shall mutually agree as to the time availability of such licensed physicians, subject to such factors as the compensation available for such Facility Services, the need for licensed physicians to provide such Facility Services, etc. The physicians shall at all times during the term of this Agreement, be duly licensed and qualified to practice medicine in the State of California and be members in good standing on the medical staff of the Hospital.
2.3 Non-Physician Personnel. The Hospital shall provide a nurse practitioner and/or registered nurse to assist in the Facility’s operation during all hours of operation. All non-physician personnel shall be licensed and/or certified as required, and shall only provide services within the scope of such license or certification.

2.4 Supplies and Equipment. The Hospital shall provide all supplies and equipment necessary for the Facility Services, and shall maintain all equipment in good order and repair, and replace any equipment, which becomes worn out or obsolete, taking into account budgetary and regulatory restraints. Any equipment and supplies, which the Hospital provides or replaces at the Hospital’s expense, shall be the property of the Hospital at all times and the Hospital may remove such equipment and supplies at any time subject to the Hospital’s obligation to provide such equipment and supplies during the term of this Agreement. The Hospital shall consult with the District from time to time regarding the performance of its obligations pursuant to this Section.

2.5 Billing and Collections. On behalf of the District, the College, the licensed physicians, and itself, the Hospital shall be responsible for all billing and collections from third party payers and other responsible parties for use of Facility Services where such services are the obligation of such parties. Notwithstanding the foregoing, the Hospital shall not bill or collect for Facility Services from students of the District, except where (i) such services have been rendered pursuant to a medical or clinical program approved by the District and (ii) the District has approved the fees therefor. The Hospital shall not be obligated to remit to the District or the College all or any portion of amounts collected by the Hospital pursuant to this Section. This Section does not apply to the provision of any services which are not provided pursuant to the terms hereunder, including services in excess of Facility Services or which are provided off-campus.

2.6 Other Services. In the Hospital’s reasonable determination, the Hospital shall provide the services of its departments, including but not limited to personnel, accounting, marketing, purchasing and medical records, as necessary to perform its obligation hereunder, and assist the District in the operation of the Facility.

2.7 Reports and records. Subject to applicable confidentiality laws, the Hospital shall prepare written records and reports of Facility Services performed hereunder. The Hospital shall also prepare records and reports documenting all costs incurred by the Hospital in providing services hereunder. The actual costs of the Hospital include the costs of the Medical Director, licensed physicians, nurse practitioner, nursing staff, non-medical personnel, supplies and equipment, insurance, and pro-rata share of other overhead costs of the Hospital. Such reports shall remain the property of the District.

2.8 Physician Panel. For Referral Services provided by the Facility, the Hospital shall arrange for a panel of physicians to be available to provide professional medical
service to the District's students who are in need of more extensive medical care than is
provided at the Facility, and who do not have an established relationship with a
physician or other appropriate health care provider. Such panel shall consist of
physicians who are members in good standing of the Hospital’s medical staff but
students shall not be required to use the services of panel physicians.

2.9 Hospital Rates. In the event that students of the District require inpatient or outpatient
Hospital services and are not covered by insurance, the Hospital agrees to provide such
services at the discounted rates for cash paying patients. Such discount shall be equal
to the discount available to cash paying patients, which is currently thirty percent
(30%) off of the Hospital's list prices for its services. For purposes of this Section,
students enrolled in the District or the College Sponsored student health insurance are
to be treated as cash paying patients.

2.10 Waste Disposal. The disposal of medical or hazardous waste generated by the
Hospital shall be the responsibility of the Hospital. Such medical or hazardous waste
shall be disposed of pursuant to the State of California, Department of Health Services
Health and Safety Code, Medical Waste Management Act (§25015 et seq.), including,
but not limited to obtaining a Limited-Quantity Hauling Exemption. Normal office
operation related trash will be disposed of by the District.

ARTICLE III
DISTRICT DUTIES

3.1 Operation. Subject to consultation with the Hospital and the Medical Director, the
District shall have overall responsibility with respect to the administrative aspects of
the operation of the Facility and the Hospital and Medical Director shall have
responsibility for and control of all other aspects of the operation of the Facility.

3.2 Space. The District shall furnish space on the College campus for the Facility, which
shall be adequate to provide Facility Services to students.

3.3 Utilities. The District shall furnish ordinary janitorial, gas, water, heat and electricity
to the College campus and local telephone service, as are reasonably necessary for the
operation of the Facility. Long-distance telephone expenses are the responsibility of
the Hospital.

3.4 Student Fees. In order to provide funding for the Facility, the District shall collect fees
(“Student Fees”) as set forth on Schedule "A".

3.5 Independent Contractor. During the term of this Agreement, the Hospital is an
independent contractor in providing service hereunder, including the arranging for the
provision of Facility Services and the procurement of the Medical Director, licensed physicians, nurse practitioner, and nursing staff.

3.6 **Exclusive Right.** During the term of this Agreement, the District and the District grant the Hospital the exclusive right to provide Facility Services on the College campus and shall not engage any other persons to provide such Facility Services.

**ARTICLE IV**
**COMPENSATION**

4.1 **Hospital Reimbursement.** Subject to the limitations set forth in this Article, the Hospital shall be reimbursed by the District for costs incurred in performing services hereunder from Student Fees collected by the District each semester in accordance with Section 3.4 herein. Such reimbursement shall occur as follows: On or before the 30th calendar day of each semester, the District shall pay to the Hospital all Student Fees collected by the District for that semester, as pre-payment for costs to be incurred by the Hospital hereunder during such semester.

At the end of each semester, an adjustment will be made by the Hospital and the District for any differences between the actual amount of Student Fees collected and the costs incurred by the Hospital for such semester. If the Hospital's actual costs are less than such Student Fees during any semester, the excess amount shall be carried forward and used by the Hospital for costs incurred in support of the Facility during the subsequent semesters. If the Hospital’s actual costs are more than such Student Fees during any semester, neither the College nor the District shall have any obligation to additionally compensate or reimburse the Hospital for the Hospital's services hereunder. Any excess uncompensated costs of the Hospital may be carried over to subsequent semesters for purposes of calculating the Hospital’s compensation. Notwithstanding the foregoing, the total amount payable shall not exceed the amounts set forth in Schedule "A".

4.2 **Adjustments in Compensation.** On an annual basis not later than the end of the month of August, the parties shall review the compensation to the Hospital and shall negotiate in good faith to make any adjustments in the compensation to the Hospital for its services.

**ARTICLE V**
**INSURANCE**

5.1 **Hospital Insurance.** The Hospital, in connection with its performance under this Agreement, shall maintain throughout the entire term of this Agreement commercial
general liability and professional liability insurance covering the Hospital, the Medical Director, and all physicians, nurses, and other personnel furnished under this Agreement in the amount of Five Million Dollars ($5,000,000) per occurrence/Three Million Dollars ($3,000,000) aggregate for each coverage, including contractual liability insurance covering assumption of liability under this Agreement at a limit of not less than One Million Dollars ($1,000,000) each occurrence (combined single limit), naming the College and the District as additional insureds. However, if such insurance is written on a commercial claims-made form, following the termination of this Agreement, coverage shall survive for a period of no less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement. As a material condition of this agreement, the Hospital shall provide to the District certificates of such insurance and endorsements evidencing such insurance coverage prior to the effective date of this Agreement. The Hospital will maintain comprehensive property insurance on its own equipment used at the campus. The Hospital waives its rights of subrogation against the College and the District for property damage to its equipment located at Facility.

5.2 District Insurance. The District, in connection with its performance under this agreement, shall maintain throughout the entire term of this Agreement commercial general liability insurance or a program of self-insurance coverage in the amount of One Million Dollars ($1,000,000) per occurrence/Three Million Dollars ($3,000,000) aggregate, including contractual liability insurance covering assumption of liability under this Agreement. However, if such insurance is written on a commercial claims-made form, following the termination of this Agreement, coverage shall survive for a period of no less than five years. As a material condition of this Agreement, the District shall provide to the Hospital certificates of insurance and endorsements evidencing such insurance coverage prior to the effective date of this Agreement. As a material condition of this Agreement, the District will maintain comprehensive property insurance on its own building and equipment.

5.3 Both Parties' Insurance. Both parties to this agreement will carry the following coverage:

a) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

b) Business automobile liability insurance or an equivalent program of self-insurance (owned, non-owned and hired automobiles included) with a combined single limit of no less than One Million Dollars ($1,000,000) per occurrence.
ARTICLE VI
TERM AND TERMINATION

6.1 Term. The initial term of this Agreement and the date of commencement shall be as set forth above, and shall be automatically renewed for two (2) successive one (1) year periods, unless sooner terminated as set forth herein. Notwithstanding the annual terms herein, operation of the Facility shall be as set forth above in Section 1.2 (b).

6.2 Termination.

a) The District or the Hospital may terminate this Agreement with or without cause at any time after the initial term hereof upon ninety (90) days’ prior written notice to the other party.

b) In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement at any time upon thirty (30) days’ prior written notice to the other party, provided that such material breach has not been remedied within such thirty (30) day period. If the material breach is one which cannot be reasonably remedied within such thirty (30) day period, this Agreement shall terminate sixty (60) days from the date of notice unless remedied.

c) The Hospital may terminate this Agreement upon ninety (90) days’ prior written notice to the District and the College at any time after the initial term if the Hospital determines, in its sole discretion, that revenues received from the District pursuant to this Agreement are not adequate to cover costs incurred by the Hospital in providing services hereunder.

6.3 Termination in the Event of Governmental Action. If (a) any legislation, regulations, rules or procedures are duly passed, adopted or implemented by any federal, state or local governmental or legislative body or any private agency; or (b) the Hospital, the District or the College shall receive notice of an actual or threatened decision, finding, or action by any governmental or private agency, court or other third party (collectively referred to herein as an “Action”) which, if or when implemented, would have the effect of (i) preventing the District from operating the Facility on an economic basis; (ii) revoking or jeopardizing the status of the health facility license granted to the Hospital; (iii) revoking or jeopardizing the tax-exempt status of the Hospital, its properties or any of its tax-exempt obligation, or imposing any unrelated business income tax on the Hospital; or (iv) subjecting the Hospital, the District or the College to civil or criminal prosecution, or other adverse proceeding, on the basis of the participation herein; the District and the Hospital shall attempt to amend this Agreement or alter the operation of the Facility in order to avoid the Action.
If the parties hereto, acting in good faith, are unable to make amendments or alterations to meet the requirements of the agency, court or third party in question, or, alternatively, the parties determine in good faith that compliance with such requirements is impossible or infeasible, the Agreement shall be terminated.

**ARTICLE VII**

**MISCELLANEOUS**

7.1 **Practice of Medicine.** The parties hereto acknowledge that neither the Hospital nor the College nor the District is authorized or qualified to engage in any activity, which may be construed or deemed to constitute the practice of medicine. The District and the College represent and warrant that they have the legal authority to provide the Facility. The Hospital represents and warrants that it has the legal authority to provide the Facility Services. To the extent, any act or service herein required of the Hospital should be construed or deemed to constitute the practice of medicine, the performance of said act or service by the Hospital shall be deemed waived or forever unenforceable by the District and the College.

The Hospital shall obtain and keep in effect all licenses, permits and other authorizations required with respect to the business conducted by the Hospital and the Services provided by the Hospital under this agreement.

7.2 **Independent Contractor.** It is mutually understood and agreed that the District, and the College on the one hand, and the Hospital on the other hand are at all times acting and performing hereunder as independent contractors and are not officers, agents, partners, joint venturers or employees of one another.

7.3 **Indemnification.** Each party hereto (the “Indemnifying Party”) agrees to protect, indemnify, defend and hold harmless to the other party, and its affiliates, successors, assigns, directors, officers, employees, and agents, from and against any and all losses, claims, liens, liabilities and expenses whatsoever, including reasonable attorneys’ fees and expenses of litigation, arising from or relating to the performance of this Agreement but only to the extent of the Indemnifying Party’s fault hereunder.

7.4 **No Reciprocation.** The parties hereby acknowledge and agree that benefits to the District, the College and the Hospital hereunder neither require nor are in any way contingent upon the admission, recommendation, referral, or any other arrangement for the provision of any item or service offered by the Hospital or any other of its affiliates, to any students of the District.

7.5 **Access to Books and Fees.** The District, or its designee, shall have reasonable access during normal business hours to financial records, including records of expenses and
disbursements, as kept by the Hospital in performing its obligations under this Agreement. All the records described in the Section 2.7, including statements, reports and any other documents prepared by the Hospital in the performance of the Hospital's duties hereunder which are derived in material part from such records, shall at all times remain the property of the Hospital. The District and the College shall keep all such information confidential except as such information may be required to be disclosed to accountants, attorneys, and in legal proceedings, or as required by law.

7.6 Assignment. The parties hereby agree that this Agreement shall not be assigned or transferred by any party without the prior written consent of the other parties.

7.7 Choice of Law. This Agreement shall be construed and governed by the laws of the State of California and the invalidity and unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. The parties agree that litigation, if any, shall take place in a court of appropriate jurisdiction in the County of Los Angeles, California.

7.8 Notices. 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 delivery as shown by the addressee's registry or certification receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.

7.9 Waiver. No waiver by any of the parties hereto of any breach, or default, or failure by the other parties to keep or perform any provision, covenant, or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or of any other provision, covenant, or condition. All rights and remedies herein granted or referred to are cumulative; resort to one shall not preclude resort to another or any right or remedy provided by law.

7.10 Complete Agreement. This Agreement is the complete understanding of the parties regarding the subject matter herein and supersedes any prior oral or written agreements, representations, understandings, or discussions between the parties.

7.11 Severability. If any provision in this Agreement shall be determined by a court of competent jurisdiction to be void, illegal or otherwise unenforceable, such provision shall have no effect upon the unenforceability of the remainder of this Agreement.

7.12 Conformance to “Safe Harbor” Regulation. The U.S. Department of Health and Human Services has promulgated certain rules providing safe harbors under the anti-kickback provisions of the Medicare and Medicaid Patient and program Protection Act
of 1987 (the “Regulations”). The Regulations contain a section entitled “Personal Services and Management Contracts” and the Hospital represents and warrants that this Agreement conforms with the guidelines set out therein. The District and the Hospital shall reasonably modify this Agreement to conform to other applicable rules, regulations or judicial interpretations of law as required to ensure that no party will be prosecuted for a violation of federal or state law, or, in the alternative, shall terminate the Agreement.

7.13 **Modification.** This Agreement shall not be modified or amended except by a written document executed by both parties of this Agreement, and such written notifications shall be attached hereto.

7.14 **Use of Names.** The District and the College on the one hand, and the Hospital on the other hand, may use the other party’s name in marketing material publications, signs, or in any other manner in connection with or related to this Facility without the prior written consent of the other, except that the Hospital may not use the name of the Los Angeles Community College District or the College or represent a relationship with the District or the College.

7.15 **Non-Discrimination.** The Hospital 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 age, 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 Hospital shall comply with applicable federal and California anti-discrimination laws, including but not limited to, California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code. The Hospital agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.

7.16 **Authority.** Each of the undersigned parties represents and warrants that all necessary authorizations have been obtained and this Agreement and each person executing this Agreement on behalf of the undersigned parties represents and warrants that he or she has the power and authority to enter into this Agreement and to bind the parties hereto.

7.17 **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.
7.18 Equal Opportunity Employer. The Hospital, in the execution of this Agreement, certifies that it is an equal employment opportunity employer.

7.19 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.

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

**HOSPITAL**

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: _________________________

By: __________________________
Name: ________________________
Title: _________________________