



REQUEST FOR PROPOSAL (RFP) NO. 23-03

WORKERS' COMPENSATION

CLAIMS THIRD-PARTY ADMINISTRATION SERVICES

| RFP PROPOSED SCHEDULE | |
|---|----------------------------------|
| RFP Posted | Friday, January 27, 2023 |
| Questions regarding this RFP submitted to District by 2:00 pm PST | Thursday, February 9, 2023 |
| Questions and Answers posted to the Website | Thursday, February 16, 2023 |
| Proposer Responses Due by 2:00 pm PST | Tuesday, February 28, 2023 |
| Interviews with Proposers | Week of March 13 - 17, 2023 |
| Tentative Award Date | Wednesday, March 22, 2023 |
| Board Date for Approval | Wednesday, April 12, 2023 |

CONTRACTS UNIT
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017-3719
213. 891.2332



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1. INTRODUCTION

1.1. Purpose of RFP

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified third-party administrators ("TPA") for workers' compensation claims administration services in full compliance with all rules and regulations governing the administration of self-insured programs for the Los Angeles Community College District's ("District") self-insured Workers Compensation Program.

This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals. This release of this RFP supersedes all other documents related to self-insured Workers Compensation Program obtained from any source, either by written or verbal communications.

This RFP shall not be construed (1) to create an obligation on the part of the District to enter into a contract with any firm or (2) to serve as the basis of a claim for reimbursement of expenditures related to the development of a proposal.

The competitive method used for this solicitation is a Request For Proposal (RFP). Selection of a successful organization (alternately referred to as "Proposer" in this RFP) will be made through competitive procedures, which will include factors discussed in Section 3 of this RFP.

1.2. 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 over five 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 Agoura Hills in the western part of the San Fernando Valley to the City of San Fernando in the northeast. The service area includes Culver City on the western side of the greater Los Angeles basin, Monterey Park and San Gabriel on the east side as well as Palos Verdes Estates and San Pedro to the south.

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 Accrediting Commission for Community and Junior Colleges, a division of the Western Association of Schools and Colleges, accredits each of the nine colleges.

The physical footprint of colleges ranges in size from twenty-two acres (Los Angeles Trade Technical 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 Fall 2021 the District employed more than 6,000 full-and part-time personnel and served about 156,000 full-and part-time students in the 2021-22 academic year. More information about the District and its colleges can be found online at:

<https://www.laccd.edu/Departments/EPIE/Research/Pages/Fast-Facts.aspx>

The District is self-insured with a retention of \$1,500,000 each occurrence for employment claims and \$500,000 each occurrence for all other claims. The District purchases excess insurance to a limit of \$25 million. The District anticipates maintaining these SIRs for the renewal of its excess insurance on July 1, 2016. The District employs a Risk Manager and an Insurance Claims Specialist who, under the supervision of the Risk Manager oversees the day-to-day claims handling and works closely with the TPA, and the District's Office of General Counsel manages the litigation on employment claims. The TPA communicates mainly through the Risk Management Department and may also communicate directly with each of the District's nine (9) colleges to obtain information necessary for the administration of the claims.

The District assigns claims to attorneys through a bidding process. The District will administer the bidding process and advise the TPA of the attorney selected to handle the case. The District operates with an in-house Office of General Counsel. The TPA will be required to coordinate activities between the Risk Management Office, the Office of General Counsel, and selected outside Legal Counsel.

2. GENERAL GOALS AND SCOPE OF SERVICES

2.1. General Goals

The District is seeking to award a professional services contract to one or several qualified providers with a minimum of five (5) years of experience providing workers' compensation services.



The LACCD welcomes a diverse pool of proposers to respond to the Request for Proposal as outlined above, with a strong preference for those with a demonstrable history of providing support to individuals and communities from diverse backgrounds, especially in service to educational institutions and higher education. This includes those firms that have received LGBTQIA certification by recognized municipal agencies.

2.2. Specifications of Services and Scope of Services

Please refer to Appendix A, Specifications of Services and Scope of Services.

2.3. Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a contract period up to three (3) years. The contract may be renewed for up to two (2) additional one (1) year terms for a maximum of five (5) years, upon mutual consent of the parties or unless terminated earlier in accordance with the provisions specified in District's Standard Agreement. Either party may terminate the contract with no less than six (6) months written notice of the intent to terminate the contract.

3. GENERAL INFORMATION AND GUIDELINES

3.1. District Contact Person

Andrew Amavisca
Procurement Specialist
Los Angeles Community College District
Procurement Unit, 6th Floor
770 Wilshire Boulevard
Los Angeles, CA 90017-3719
TEL: 213.891.2332
email: AMAVISAP@LACCD.EDU

3.2. Internet Access to this RFP

All materials related to the RFP will be available on the internet at:

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

A Respondent who chooses to download an RFP solicitation will be responsible for checking the aforementioned web site for clarifications and/or addenda.



Failure to obtain clarifications and/or addenda from the website shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal.

Note: There may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFP materials.

3.3. 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.

3.4. Interested Parties

Providers 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.

3.5. 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 to, 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 Proposers and not other Proposers. If Proposer Clarifications are sought from all Proposers, the questions asked maybe



different for each Proposer.

3.6. 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.

3.7. District Confirmation

The District reserves the right, but assumes no obligation, to confirm through any means available to the District the truth, accuracy, or completeness of any information contained within the resumes or other information submitted by a Proposer or communicated by a Proposer or a Subcontractor during face-to-face communications with the District or its representatives or consultants administering the RFP process.

3.8. 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 provider and not with multiple providers doing business as a joint venture. Accordingly, where two or more providers desire to join in preparing and submitting Proposals, they should do so on a prime-subcontractor basis, rather than as a joint venture or informal team. The provider acting as the "prime", if it receives the Award, will enter into the Agreement with the District.

3.9. 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.

4. INSTRUCTIONS AND GENERAL CONDITIONS

4.1. RFP Instructions and General 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

| RFP SCHEDULE | |
|---|----------------------------------|
| RFP Posted | Friday, January 27, 2023 |
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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 six (6) copies of its proposal, together with one (1) copy of a USB drive containing an electronic version of the proposal in Microsoft Word format, addressing each of the items in this RFP and must be received by the District no later than 2:00 p.m. on Tuesday, February 28, 2023, PST.** Proposals are to be enclosed in a sealed package displaying the proposer’s name and the words: **“PROPOSAL RESPONDING TO RFP 23-03: Workers Compensation Claims - Third Party Administration Services”**.



Mail or deliver proposals to:

*Los Angeles Community College District
770 Wilshire Blvd, 6th Floor
Los Angeles, California 90017
ATTN: Andrew Amavisca
Procurement Specialist*

Submittals not conforming to the specifications of this RFP may be deemed non-responsive or result in points being deducted during evaluation.

Proposals must be received by 2:00 p.m. **Tuesday, February 28, 2023, PST**. Any proposals received after the time and date above may at the District's sole discretion of the District, be returned unopen or set aside without consideration.

Delivery of the proposal by the specified deadline is the sole responsibility of the Proposer to ensure that its proposal is delivered on time. If hand delivered, ample time should be scheduled for delays caused by downtown Los Angeles area traffic and parking.

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 proposal receipt, any delay in mail service or other method of delivery used by the Proposer except where it can be established that the District was the sole cause of the late receipt.

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

All proposals must be provider offers subject to acceptance by "DISTRICT" and may not be withdrawn for a period of 180 calendar days following the Proposal Submission Deadline. Proposals may not be amended once submitted to "DISTRICT", except as permitted by "DISTRICT."

C. 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.



D. 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 services, which is set forth in Appendix A – Specifications of Services and Scope of Services.

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.

E. Authorized Signatures

Exhibits A through H (Exhibit F excluded) 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.

F. 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 submission of the proposal. The Proposer shall 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.

G. Requirements

The Proposer shall be responsible for becoming familiar with the scope of services required by the District as set forth on pages of this RFP, and shall rely solely upon his or her own



independent judgment, and not upon any statements or representations made by the District, whether express or implied. The failure or omission of any Proposer to acquaint himself or herself with the service requirements of the District shall in no way relieve any Proposer from any obligation with respect to this proposal or to the resulting agreement. The submission of a proposal shall be taken as *prima facie* evidence of compliance with this section.

H. Questions about RFP

Questions are to be submitted in writing by email to Andrew Amavisca, at email address: AMAVISAP@laccd.edu on or before **2:00 p.m., Pacific Standard Time, Friday, February 16, 2023. Please include "RFP 23-03: Workers Compensation Claims - Third Party Administration Services"** in the subject line.

Proposers are asked to submit all questions in writing by the questions deadline. LACCD shall not be obligated to answer any questions received after the above 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>

Proposers are instructed not to contact District personnel or its agents in any other manner concerning this RFP. Unauthorized contact, at LACCD's sole discretion, will be grounds for disqualification of a proposer.

I. RFP Addenda

If it becomes necessary for "DISTRICT" to revise any part of this RFP or to provide clarification or additional information after the proposal documents are released, written addenda will be posted at the following website address:
<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 D.



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.

J. 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.

K. Withdrawal/Proposal Irrevocable for 180 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 eighty (180)** 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.

L. 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 approved by the LACCD Board of Trustees. 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 provider 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.

M. 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.

N. 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, email address, and a description of the portion of Basic Services to be performed by the subcontractor.

O. 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.



P. 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.

Q. RFP as Part of Final Contract

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

R. 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 professional services presented in Exhibit F 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.

S. 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 E 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 E - "Exceptions and Deviations to Professional Services Agreement."** The District will make a good faith effort to consider contractual issues identified by providers and "DISTRICT" requires all proposing providers to similarly make a good faith effort to comply with the District's sample agreement terms and conditions.



Proposals that mandate the use of provider standard services contract, rather than utilizing the District's standard services contract will result in that provider'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 5 - Term of Agreement
- Section 16 - Governing Law
- Section 17 - Non-Discrimination
- Section 20 - Board Authorization
- Section 25 - Requirements for Federally-Funded Contracts
- Section 26 - Family Educational Rights Privacy Act (FERPA)
- Section 27 - Accessibility Requirements

The Proposer's attention is directed to sections 12 and 13 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.

T. 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 provider concurrently, or to cancel all or part of this RFP.



U. 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.

V. News Releases

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

W. Use of District Employee's 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.

X. 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.

Y. Contractor Evaluation

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

Z. Termination or Cancellation

The District reserves the right to terminate any contract awarded through this RFP by providing six (6) months written notice to the Contractor.

AA. 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. **Protests received by “DISTRICT” after this date will be returned to the sender.**

The protest letter must state the basis for the protest and the remedy sought and should be addressed to:

Valencia M. Moffett
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.

BB. 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.

5. PROPOSAL FORMAT AND CONTENT

5.1. General

The proposal should provide a straightforward, concise description of the proposer’s ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions, on responsiveness to the RFP requirements, and on completeness and clarity of the proposal’s content.

This RFP and the selected proposal response will become a part of any Agreement that is executed as a result of this RFP between the District and the Contractor. Any proposal attachments, documents, letters and materials submitted by the proposer shall be binding and may be included as part of any final Agreement.

Each provider submitting a proposal must follow the instructions contained in this RFP in preparing and submitting its proposal. The proposing provider is advised to thoroughly read and follow all instructions. A proposal must contain all of the information in the order and format indicated below. All terms and conditions set forth in this RFP will be deemed



to be incorporated by reference in their entirety into any response submitted by the provider.

Failure to comply with the rules/format set forth herein may result in rejection of the RFP response.

All proposals received and any information contained therein, are subject to disclosure in accordance with the California Education Code. Interested providers must respond to all the questions and/or requirements listed below.

5.2. Required Components of the Proposal

5.2.1. Required Format of Proposals

In order to adequately compare and evaluate proposals objectively, all proposals ***must*** be submitted in accordance with the format below.

Failure to comply with the rules/format set forth herein may result in rejection of the RFP response.

In your proposal please respond to each question by repeating the question at the top of the section and referring to the question by the numbers used in this RFP.

Proposals are to be submitted in 8 1/2" x 11" size, typed in a font size no less than 12 and submitted in paper form, single-sided, bound with a simple method of fastening. Lengthy narrative is discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized.

Supplemental technical information, product literature, and other supporting materials that further explain or demonstrate Provider's capabilities may also be included as addenda to a submitted proposal.

Proposers should use the following outline in organizing the contents of their proposals. (See details in Section 5.2.2)

Cover Page
Transmittal Letter
Table of Contents



Specifications of Scope of Services
References

Appendices

- Appendix A - Supporting Documents
- Appendix B - Authorization to Contract
- Appendix C - Cost Structure
- Appendix D - Mandatory Documents to be Submitted in Response
- Appendix E - Additional Information

Sections should be separated by labeled tabs.

Failure to comply with the rules/format set forth herein may result in rejection of the RFP response.

5.2.2. Required Content of Proposals

1. Cover Page

A cover page with the Proposer's name, the title, "RFP 22-11: Workers' Compensation Claims - Third Party Administration Services" and submission due date and time. The Proposer should provide the corporate number issued by the California Secretary of State. (Please see Section 4.F Authorization to Do Business)

2. Transmittal Letter

The letter of transmittal must, at a minimum, contain the following:

- Identification of the offering vendor(s), including name, address email address and telephone number;
- An acknowledgement of RFP addendum and/or addenda, if any;
- Name, title, address, telephone number and email address of contact person during period of proposal evaluation
- A statement that the proposal shall remain valid for a period of not less than six (6) months, (180 days), from the due date for submittal



- 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 California Public Records Act

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

- Signature of a person authorized to bind the offering provider to the terms of the proposal
- Name and address of operating provider, names of owners or principals of provider. Also include a completed W-9.

3. Table of Contents

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

4. Response to Specifications and Scope of Services

A. Qualifications and Related Experience

This section should establish the ability of the proposer 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; record of meeting schedules and deadlines on other projects; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references.

Specifically include:

- Background information about your firm, including date of founding, 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. Proposed Staffing and Project Organization

This section should discuss the staff of the proposing firm who would be assigned to work for LACCD. Demonstrate that the firm has professional personnel, by identifying the key parties to perform under contract with LACCD and by providing their resumes. Please indicate years of experience both on a firm and an individual basis.

The evaluation will consider amongst other factors length of practice, education, training, relevant experience and longevity with the firm.

C. Work Plan

- Overview: This section should establish the Proposer's understanding of the District's objectives and requirements, demonstrate the Proposer's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work.
- Describe succinctly how your firm would accomplish the work and satisfy the District's objectives described in this RFP. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.
- Describe as succinctly as possible the technical approach to the initial handling of new claims, both litigated and non-litigated (i.e., case type decision, contacts, notification to employee and employer, etc.).
- Please explain your plan for taking over the existing inventory. Please provide a timeline for file and reserve review. Please consider whether or not assistance from the incumbent TPA would be needed and for what purpose. What is your estimated time frame to be up and running with every file reviewed and a plan of action provided, by your team?

5. References

A minimum of four (4) references to be included with contact names and information are required.

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



6. Appendices to be Included in Proposal

1. Appendix A - Supporting Documents: Furnish as appendices those supporting documents (e.g., certificates of insurance, staff resumes; include a completed W-9, Request for Taxpayer Identification Number) requested in the preceding instructions.

2. Appendix B - Authorization to Contract. Provide pages as necessary. Provide either an excerpt from your Corporate Resolution, Certificate of Secretary, or correspondence from the Chief Executive Officer or chairperson attesting that the individual signing the proposal has the authority to make binding representations on behalf of the financial institution.

3. Appendix C - Cost Structure - Provide your Cost Proposal/Schedule of Fees. All Proposers are required to use Appendix B, Cost Structure and it is to be submitted with their Proposal. Proposals shall be valid for a minimum of 180 days following submission.

- Overview: This section should disclose all charges to be assessed the District and to be generated from the District's Scope of Work.
- Quote an annual total fixed flat fee for completing all requirements outlined in the Specifications/Scope of Work.

4. Appendix D – Mandatory Documents to be Submitted in Response

1. Completed and signed Non-Collusion Affidavit (Exhibit A)
2. Completed and signed Certificate of Non-Discrimination (Exhibit B)
3. Completed Confidentiality Agreement (Exhibit C)
4. Acknowledgement of all addenda issued by the District (Exhibit D)
5. Completed and signed Exceptions and Deviations (Exhibit E)
6. Completed and signed Russian Economic Sanctions Certification (Exhibit H)

5. Appendix E - 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 does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.



GRACE PERIOD FOR MISSING OR INCORRECT FILING OF EXHIBITS "A" THROUGH "H" (Exhibit F not required):

In the event that a Provider fails to submit all or any part of items (a) through (h) above with its submission or if any submitted item is incomplete or incorrect, the Contracts Unit will notify the Provider and the Provider shall have an additional three (3) business days to submit the missing item to the Contracts Unit. Failure to submit the missing item will result in the disqualification of the Provider if the mandatory item is missing entirely. Failure to complete or correct a mandatory item will result in the Provider's Proposal being considered in the form in which it was originally submitted. Failure to submit mandatory items after the grace period will result in the proposal being deemed non-responsive.

6. PROPOSAL EVALUATION AND CONTRACT AWARD

6.1. General

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements in this RFP. An award will be made to the Proposer judged to be the most advantageous to the District. The District expressly reserves the right to protect and make no award under this RFP.

6.2. Evaluation Process

The RFP process ("First Phase") shall commence with issuance and advertisement by the District of the RFP inviting interested providers to submit Proposals. Subject to the District's discretionary right to disqualify any provider that is not responsive to the requirements of the RFP documents, any and all interested providers are invited to respond to the RFP and to participate in the RFP process.

Upon receipt by the District, Proposals will be examined for **compliance with this RFP and that all mandatory qualifications as outlined have been met.**

Proposals shall be delivered to a panel of evaluators appointed by the District ("Proposal Evaluation Panel") consisting of appropriate District staff and possibly outside consultants. The Proposal Evaluation Panel will evaluate and score the Proposals according to the criteria listed below. The Procurement Unit will tabulate the scores received by each Proposer.



After-which, the Panel may then conduct interviews of the top three most-highly rated proposers. Please see evaluation criteria listed in Section 6.3.

Interviews will be held at the Educational Services Center or remotely through a virtual conference platform.

The purpose of the interview may be to review Respondents' ability to provide the required services, and how specific services will be furnished.

LACCD reserves the right to forego the interview stage as determined in its sole judgement. Final selection will be based upon the above factors, as well as the interview performance. The final selection will be a "best value" selection.

Request for Additional Information

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

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.

6.3. Evaluation Criteria

The evaluation criteria will include the following;

- Proper Submission of Proposal: Receipt of proposal by due date as outlined in this proposal according to our specifications. Late submissions or delivery via e-mail or facsimile will not be considered.
- Comprehensiveness of Services to be Provided: Overall capabilities of the organization to meet the required service levels described in this RFP; organizational support and experience of staff assigned to servicing the LACCD Insurance Program.



- Other Factors: Any other factors we believe would be in our best interest to consider which were not previously described.

By use of numerical and scoring techniques, proposals will be evaluated by a District evaluation panel against the factors specified below.

After an initial evaluation of the proposals, the District may select vendors to give an oral presentation, provide an online demonstration of the website and reports and/or answer questions from the District Evaluation Panel.

The decision to award a contract will be based on many factors including, but not limited to:

- Service
- Cost
- Innovation

The District reserves the right to reject any and all proposals, cancel all or part of this RFP, waive any minor irregularities, to request additional information from proposing organization and to change the evaluation process described above if circumstances this or it is otherwise in the best interests of District to do such.

In the event a proposal(s) is rejected or the proposal's offer is not rejected but does not result in a contract award, District shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal. By requesting proposals, the District is in no way obligated to award a contract or pay expenses of the proposing financial institution in connection with the preparation or submission of a proposal.

The Scope of Services that the District seeks to acquire is described in Appendix A – Scope of Services of this RFP. The Respondent is expected to expand on this scope in the submitted Proposal, incorporating their expertise and proposed method or approach.

6.3.1. Evaluation Criteria for Written Proposals

Proposals will be evaluated in accordance with your response to the criteria outlined in Section 2, Scope of Services. Specifically, scores will be granted based upon the criteria



listed in the below chart. As noted, ten points will also be provided based on the vendor’s self-certification of being a Small, Local Emerging, Disabled Veteran Business Certification (SLEDV).

By use of numerical scoring techniques, proposals will be evaluated by LACCD against the factors specified below. The relative weights of the criteria are based on a 100-point scale, as listed below.

| CRITERIA FOR WRITTEN PROPOSAL SCORING | |
|--|------------------------|
| Criteria based on the required components of the proposal | Points possible |
| Qualifications and experience | 25 |
| Staffing and project organization | 30 |
| References | 10 |
| Pricing ¹ | 25 |
| Small, Local, Emerging, Disadvantaged, Veteran (SLEDV) | 10 |
| TOTAL POSSIBLE POINTS | 100 |

The scoring for pricing will be objective. The offeror with the lowest reasonable cost¹ will receive the maximum price points (25 points). All other proposals will receive a proportionately lower price score. The following formula will be used to determine each offer’s evaluated price score.

| | |
|---|-------------------------------------|
| <u>Lowest price proposal divided by the</u> Price of Proposal being evaluation | X 25 points = Evaluated price score |
|---|-------------------------------------|



6.3.2. Evaluation Criteria for Interview/ Presentations

If interviews/presentations are conducted, these will be evaluated by LACCD against the factors specified below. The relative weights of the criteria are based on a 100-point scale and are listed below.

| CRITERIA FOR INTERVIEW/ PRESENTATION | Points possible |
|--|------------------------|
| Demonstrate a deep understanding of the work to be done. | 40 |
| The team that will manage the work, The professional staff (partners, managers, seniors and supervisors) (experience and qualifications). | 40 |
| The professional staff (partners, managers, seniors and supervisors) demonstrated they are experienced in servicing California Community College districts and other educational agencies. | 10 |
| The professional staff (partners, managers, seniors and supervisors) demonstrated knowledge of LACCD and the community it serves. | 10 |
| TOTAL POSSIBLE POINTS | 100 pts |

The District reserves the right to reject any and all proposals, cancel all or part of this RFP, waive any minor irregularities, to request additional information from proposing organization and to change the evaluation process described above if circumstances are in the best interests of District to do such.

In the event a proposal(s) is rejected or the proposal’s offer is not rejected but does not result in a contract award, District shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal. By requesting proposals, the District is in no way obligated to award a contract or pay expenses of the proposing institution in connection with the preparation or submission of a proposal.



6.4. Contract Award

It is the intent of the District to award a contract as the result of this RFP to the highest-ranked proposer(s). This may lead to one provider being awarded a single contract. However, at the absolute discretion of the LACCD, multiple proposers may be considered for award and the District reserves the right to apportion the requirements of this RFP among multiple service providers or to apportion all the services described in this RFP to a single provider if this is determined to be in its best interests. The District reserves the sole right to make this determination. Any contract issued to a successful proposer is subject to authorization by the District Board of Trustees. No agreement with the District shall be in effect until a contract has been approved by the Board of Trustees of the Los Angeles Community College District and has been signed by both parties. The responsive proposals receiving the highest total scores will be recommended for award and selected to enter into contract negotiations with the District. If LACCD cannot come to acceptable contract terms with the vendors within a fixed timeframe that the District will specify, the District will terminate negotiations and move to the next highest ranked vendors that can provide the services requested in this RFP.

In the event there is a tie-score among one or more proposals, the District can conduct a second interview, which proposers will answer a pre-selected interview question that has been sealed and kept with the Procurement Staff. The Selection Committee will rank the responses and the highest-ranked Proposal would break the tie. Any contract issued to a successful proposer is subject to authorization by the District Board of Trustees.



Appendix A: Specifications and Scope of Services

The information below is current data on the LACCD Self-Insured Workers' Compensation Program. These figures are projections and are subject to change based upon changes in the economic forecasts. Furthermore, the District reserves the right to bundle and unbundle any and all services regarding the provision of workers' compensations claims management and third-party administration, whether or not such service is listed herein, or specifically (material) or tangentially related to the provision of workers' compensation claims management and/or third-party administration.

- Average Number of employees: Faculty: 4500, Classified: 2000, Administrative Employees: 2500, Total: 9000. LACCD Self-Insured since: 2/1/77. Current Excess Carrier: Safety National Casualty Corporation. Self-Insured Retention: \$1,000,000.

See Attachment A, Injury Year Summary document showing history of LACCD workers' compensation program 1977 to present.

The following information is from the District's most recent Self-Insured Annual Report:

- Future Liability- open 385; indemnity \$2,985,274; medical \$8,884,271. Current open claims pending of 385 are comprised of the following claim types with reserves of approximately \$8.7 million.

Table with 2 columns: Claim Type, Total Claims. Rows include Future Medical (26), Major Permanent Disability (240), Medical Only (39), Minor Permanent Disability (39), TD (45), and Grand Total (385).



A. GENERAL

1. The Third-Party Administrator (TPA) shall supervise and administer the Self- Insured Workers' Compensation Program for LACCD. The TPA shall comply with all of the regulations as mandated by the California Labor Code. The TPA will send all required benefits and informational notices to employees within the statutory time period. Temporary disability benefits would be paid upon clarification of lost time with the LACCD and if the medical treatment provider supports the lost time as being related to the injury. Permanent disability will be paid as either an advance or awarded benefits. Estimates of permanent disability will be communicated to LACCD and defense counsel prior to settlement being initiated. Payments would be based on the percent of disability supported by medical information and at the statutory rate and frequency required.
2. The TPA shall represent LACCD in all matters related to the investigation, adjustment, processing, supervision and resolution of Workers' Compensation claims against LACCD. The TPA shall assist the District in improving its workers compensation program, loss control program, and provide options to the District for improvement on an ongoing basis throughout the term of the service contract.
3. The TPA shall assign and dedicate, adequate Claims Examiner(s) to the LACCD, with each having a minimum of five (5) years of experience administering Workers' Compensation claims. That experience to include administering benefits for educational institutions (Colleges, University, K-12). All persons working on the LAACD Account (handling any type of claim, shall be certified under the California State Rules administered by the Department of Insurance, Department of Industrial Relations – WCAB or any other state regulations as appropriate. The Claims Examiner(s) will be dedicated to the LACCD account and will not have a caseload exceeding 125 open indemnity claims. Medical Only claims will be handled by a Claim Representative responsible for Medical Only, and Future Medical claims will handled by a Claim Representative responsible for Future Medical files only; alternatively, TPA may provide staffing for Medical Only and Future Medical files which will be counted on a 2:1 basis.

Typically staffing for LACCD claims team may include the following:



- a. One Claims Supervisor
- b. Two Claims Examiners
- c. One Medical Only Examiner
- d. One Assistant

TPA shall identify critical staffing needs to meet the needs of the District, as may change from time to time, and shall be prepared to meet those needs

4. TPA will assign a Claims Manager to oversee the Claims Unit. The Claims Supervisor assigned will not carry a caseload, except for "high profile claims," as outlined below.
5. TPA shall provide to LACCD during the term of the Agreement all the services customary and usual to Workers Compensation Claims Third Party Administration and as set forth herein (except where prohibited by law). TPA may provide additional support services in addition to all required services, and provide ongoing support to the District in improving its workers compensation program, communication tools, loss control program,
6. TPA shall destroy all claim records by shredding. There will be no additional cost to LACCD for destruction of claim records. TPA shall provide and preview with LACCD a list of all records and/or files proposed for destruction.
7. A paperless claims environment is preferred. However, if the TPA does not have such a system, an indication of the company's plan to become paperless shall be included.
8. The TPA shall provide to LACCD, at no additional cost, within ten (10) business days of the date of termination of the resulting Agreement, all claims, reports, files and a computer tape of LACCD self-insured Workers' Compensation program in a computer program compatible with the new administrator's computer system and information on the tape layout/format.
9. Case File Record Retention

All Medical Only case files shall be retained for ten (10) years from the



date of injury. Indemnity case files which do not involve permanent disability payments, and have no payment activity for five (5) years shall be retained for ten (10) years from the date of injury. All indemnity case files, which involve payment activity within the last five (5) years and cases with permanent disability payments or awards for lifetime medical treatment, shall be retained indefinitely. No claims shall be destroyed without LACCD's approval, and the TPA shall be responsible for storage of all files within the above criteria during the term of this contract

B. CLAIMS ADMINISTRATION

1. For each current and new claim, the TPA shall complete the following investigation:
 - a) Contact. Complete 3-point contact (employee, representative of LACCD and initial medical provider) must be attempted within twenty-four (24) business hours of receipt of claim.
 - b) On Board/Facility Surveillance. When appropriate and necessary, TPA shall meet with the doctors at the medical providers' office to review on-board/facility surveillance in order to assist in the medical recovery process and/or compensability determination.
 - c) Compensability Determination. The TPA shall determine compensability of injuries and illnesses in accordance with State Workers' Compensation laws. Determination of compensability will be made by evaluating reports submitted by the doctor, the injury reports, any investigation reports/videos (if applicable) and LACCD input. The TPA must complete letters advising of delay or denial. Such compensability determinations and recommendations shall be forwarded to the LACCD soonest possible without delay, and in accordance with State Workers' Compensation law timelines.

The TPA shall provide written reports regarding compensability, which shall include Total Exposure evaluations and expected total costs over the life of the claim. Such reports are required for each claim, and shall be revised and updated as each claim warrants according to new exposure information, or later identified exposure, through evaluation of ongoing medical treatments and reporting.



TPA shall be versed in personnel management as well as employment law, and the overlap of various federal and state laws, including ADA, FMLA/CFRA, Leave Laws, and have experience reviewing and incorporating collective bargaining agreements (memorandum of understanding) into the provision of workers' compensation benefits program management. TPA shall be required to participate in various aspects of FMLA/CFRA, leave administration, ADA/ADAAA, or other federal and state law issues relating to each W/C claim file, and shall be incorporated into the TPA written report on each claim and Total Exposure

- d) Statements. All assignments for obtaining written or recorded statements of the injured employee or witnesses must be completed within thirty (30) days of your receipt of claim, and TPA shall obtain such statements directly (if TPA requires use of private investigator firm, prior written authorization from the District is required, and TPA shall request such authorization in writing showing compelling reasons for use of private investigators, same as item 6 below)
- e) Index. All new claims and at six (6) month intervals, must be reported to the Index Bureau on continuing active claims. The TPA must subscribe to the Index System, and a copy of all results sent to LACCD. Indexing shall be performed without additional expense to LACCD.
- f) Sub-rosa/Surveillance. LACCD may require surveillance as part of the contract on an as-needed basis. TPA shall arrange for independent investigators or experts when, in the TPA's judgment, and with the consent of LACCD, such action is deemed necessary to (1) properly process questionable cases; (2) assist in determining the status of disabled employees; (3) prepare litigated cases; or (4) assist in determining fraudulent claims. TPA will be expected to obtain specific case authorization from LACCD prior to performing any surveillance, and TPA shall pay such services costs to the service provider directly as an allocated expense charged against the claim file.
- g) Subrogation. LACCD is committed to the prompt recognition and pursuit of recovery from parties responsible for injuring its employees. However, subrogation will not be initiated without



specific approval of LACCD. TPA will be expected to obtain specific case authorization from LACCD prior to authorizing subrogation services, and TPA shall pay such service costs to the service provider directly as an allocated expense charged against the claim file.

2. TPA shall provide, at no additional cost, all of the necessary forms and publications required by law.
3. TPA shall review and process all industrial injury cases in accordance with the requirements of the State agency for reporting and notification.

In addition, pursuant to Section 111 of the Medicare, Medicaid, and State Children's Health Insurance Program (SCHIP) Extension Act of 2007 (MMSEA), TPA will fully comply with said reporting requirements at no additional cost to LACCD.

4. TPA shall determine eligibility for and authorize payment of temporary disability compensation in coordination with medical advice and rehabilitation efforts.
5. TPA shall determine the extent and degree of permanent disability, utilizing, as necessary, advisory ratings of the State agency. All such claim review and analysis shall be made in writing to the District, through claims review memo, and shall take in to consideration total exposure and total expected costs over the life of the claim, and all other issues present in each specific claim file (overlapping issues of ADA, FMLA/CFRA, etc.)
6. TPA shall make payment of permanent disability compensation and death benefits in accordance with advisory ratings or order of the State agency.
7. TPA shall establish procedures and necessary documentation to provide for the payment of benefits, medical costs, legal fees and other related costs to enable TPA to issue checks to cover such expenditures.
8. TPA shall make expedited overnight mailing of checks via Fed-Ex or similar service as requested by LACCD or to ensure payments are made in a timely manner and at no additional expense.



9. TPA shall coordinate with and assist LACCD attorneys in the preparation of litigated cases and negotiations for cost effective and expeditious case resolution.
10. TPA shall maintain current estimates of the cost of all anticipated benefits (Total Exposure Analysis) on each case and maintain procedures for reviewing and adjusting reserve adequacy no less frequently than every 90 days. Files shall contain documented evidence of a 90 day review by the Claims Supervisor/Manager. TPA shall meet with the District and shall review all reserve changes and issues at least every 90 days, and shall be prepared to provide all backup information to support any and all reserve changes/adjustments.
11. TPA shall assist, coordinate, and prepare submittal of potential fraudulent claims to an approved SIU team, the Department of Insurance and/or appropriate District Attorney Office for prosecution of workers' compensation insurance fraud.
12. TPA shall actively seek refunds for any overpayment of benefits.
13. TPA shall reimburse LACCD for any penalties assessed against LACCD which are found to be the result of TPA's lack of proper claims handling or the holding of checks due to insufficient funds in the bank account. Reimbursements shall be made no later than 30 days from event causing the penalty assessment.
14. TPA shall keep LACCD currently informed of developments in litigated cases by way of copying LACCD on significant correspondence such as but not limited to hearing reports, deposition summaries, case evaluations, and settlement documents, and / or (Claims Management Review Forms). Case status updates will also be provided via the - annual litigated claims reviews. Text from attorney correspondence is to be pasted into the body of an email with an attachment of the digital file.
15. No additional expenses shall be incurred for maintaining the log of authorized medical treatment requests that are decided by the TPA and that are not submitted for utilization review.
 - i. LACCD retains the right to unbundle any and all services



- provided by the TPA, including but not limited to Utilization Review and Medical Bill Review services. TPA shall pay such services costs to the service provider directly as an allocated expense charged against the claim file.
16. TPA shall exclusively assign adequate staff to operate LACCD claims unit. No claims are to be assigned or handled by staff of TPA who is not assigned to the LACCD claims unit unless prior authorization is obtained from LACCD to handle special circumstances. TPA will give LACCD a minimum 14-day notice of any proposed change to assigned staff.
 17. Qualifications of assigned claims professional:
 - a. Certified by the State of California to administer self-insured claims.
 - b. Minimum of five (5 years' experience administering claims of a self-insured agency, preferably a public agency.
 18. LACCD shall have the right, reasonably exercised, to direct TPA to not use persons who, in the opinion of LACCD, are not adequately trained, experienced and competent to render the required services. LACCD reserves the right to meet with the proposed staff before assignment to LACCD's claims unit. TPA shall also accept LACCD's recommendation for possible viable candidates to be added to the claims team.
 19. TPA shall cooperate, coordinate and report all claims in a timely manner to LACCD excess carrier in accordance with the applicable excess policy. TPA shall pay to LACCD the amount of reimbursement lost due to claims not properly reported to excess carrier by TPA in the amount of reduction in reimbursement by excess carrier.
 20. TPA shall submit to LACCD excess carriers, claims for reimbursement within thirty (30) days of exceeding the Self-Insured Retention (SIR) and every 90 days or less thereafter, in the form prescribed by the excess carrier with a copy to LACCD. TPA shall be required to meet with the District every 90 days to review all excess reimbursements, status of pending request, new requests, and provide an analysis of claims forecasted to reported within the next 90 days until the next regularly scheduled meeting.
 21. TPA claims management staff including examiners shall be available to attend all meetings at LACCD, including but not limited to, LACCD's



periodic facility tours, claims reviews, and claims team meetings, WCAB Hearings, or any meeting or case involving W/C claim.

22. TPA shall submit a written request for settlement approval to LACCD Workers' Compensation Office on any and all proposed settlements. This request shall include a brief history of the injury, the ratings of all pertinent medical reports, the amounts paid and reserved on the claim, the proposed settlement, the TPA's recommendation and the pros and cons of the proposed settlement including an estimate of future cost or consequences if LACCD rejects proposed settlement.
23. Settlement authorization shall be obtained whenever possible no later than 10 days before any Workers' Compensation Appeals Board (WCAB) proceeding.
24. TPA shall develop and recommend, as requested by LACCD, a panel of dedicated ancillary claims service providers including but not limited to attorneys, investigators, disability management professionals, medical professionals, bill reviewers and utilization review providers.
25. TPA shall develop, maintain and provide a current vendor rate sheet to LACCD pertaining to "Claims Administration" Section.
26. TPA shall attend WCAB and civil court proceedings upon request of the District.

c. MEDICAL CONTROL

1. TPA shall monitor treatment programs for injured or ill employees, including review of all doctors' reports and medical documentation, referring as necessary to a State mandated and approved- utilization review management program for required determinations, per established LACCD protocols.
2. TPA shall submit written request to LACCD to utilize Nurse Case Management services on specific claims basis. TPA shall recommend or include recommended service provider for each specific claim, subject to LACCD approval. TPA shall pay such services costs to the service provider directly as an allocated expense charged against the claim file.



The District reserves the right to unbundle any and all services, including but not limited to Nurse Case Management services.

3. With the prior consent of LACCD, TPA shall recommend referral of a case for defense legal representation when appropriate. TPA shall obtain from the attorney, a litigation plan of action and estimated budget estimate for the resolution of the case within 30 days from date of referral. TPA shall not relinquish control or management of the claim to defense counsel, but shall coordinate defense counsel on legal issues only.
4. TPA shall maintain regular communication with treating physicians, and must maintain and provide documented communications within the claim file. At no time shall any claim go beyond 30 days without ongoing communications with the medical provider
5. TPA shall be available to participate in chart review meetings at the LACCD's selected industrial medical clinics or agreed upon location, including but not limited to the District office, or other campus location.
6. TPA shall provide guidance in the evaluation of the physical capacity of injured employees and their ability to return to work. TPA shall provide physician's note regarding return to work, light duty work restrictions, or permanent work restrictions to the District immediately upon their receipt by the TPA (within 24 hours of their receipt) date stamped on the front of the document. This item shall also be incorporated with item D above.
7. TPA shall determine eligibility for and authorize payment of medical benefits, and arrange and authorize examinations to determine the nature and extent of the injured workers' disability.
8. TPA shall arrange and advise all interested parties to a claim of all medical appointments, including but not limited to Agreed Medical Evaluations (AME) or Panel Qualified Medical Evaluations (PQME), using the panel list agreed upon between TPA and LACCD or as required by the State agency.
9. TPA shall review all billings for compliance by using the State Medical Fee Schedule, vendor rate sheet and/LACCD-approved bill review service.



10. The LACCD reserves the right to bundle and unbundle all services provided by the TPA. When the LACCD determines to unbundle any specific service, the TPA shall pay such services costs to the service provider directly as an allocated expense charged against the claim file.
11. LACCD is currently not interested in implementing an Alternate Dispute Resolution (ADR) program. If this decision changes, the TPA shall assist LACCD if requested, with establishing and implementing an ADR program at no additional cost to LACCD.

D. CONSULTATION

1. TPA shall provide information and guidance on an ongoing basis to injured employees regarding the claims benefits they will receive in accordance with LACCD policies and State mandates.
2. TPA shall provide information, guidance and assistance as needed to injured employees regarding permanent disability ratings, Qualified Medical Examiner process and settlement of claims.
3. TPA shall assist LACCD in resolving employee non-legal problems arising out of industrial injury cases.
4. TPA shall work to aid in the placement, or reassignment of employees with physical or performance limitations arising out of industrial injuries including but not limited to assisting with Cal-STRS or Cal-PERS Retirement System service retirement; service connected disability retirement process, and emergency retirement process, as associated with the ADA and Fair Employment and Housing Act (FEHA) Interactive Process.
5. TPA shall assist LACCD in providing pertinent information to Cal-PERS and Cal-STRS retirement processes, including but not limited to disability retirements, industrial disability retirements (IDR) and emergency retirements (ER).
6. TPA shall assist LACCD as requested, with cost containment and incentive programs, as requested.
7. TPA shall establish and strictly follow procedures to ensure the secure



storage, processing, accounting, and issuance of claims checks written on behalf of LACCD. The TPA shall also provide LACCD with a yearly audit statement compliant with the Statement on Standards for Attestation Engagements No. 16 (SSAE-16).

E. INFORMATION TO MANAGEMENT

1. TPA shall utilize computer programming and information systems to provide LACCD management with continuing information on paid losses, incurred costs, the progress of individual claims and the effectiveness of safety and other cost control programs.

TPA shall provide ad hoc reports as well as regular monthly loss run reports as requested by the LACCD. The TPA shall provide such reports utilizing organizational levels outlined by the LACCD. All reports shall be provided in the District's preferred format including but not limited to excel.

Provide management reports on a monthly basis that depict the claims opened or closed per month, payments that have been issued and current reserves on all open claims; and other reports as needed, with the ability to automatically distribute to colleges, other locations and other designated report recipients.

2. TPA shall submit a comprehensive annual statistical summary survey and, if requested by LACCD, narrative report to serve as the basis for evaluation of LACCD's program. TPA shall monitor and insure the completion of the Annual State Self Insurance Report as required by the California Department of Industrial Relations (CDIR).
3. TPA shall be prepared to provide any reports on LACCD claims and expenditures as requested by LACCD or the CDIR.
4. Upon LACCD request, TPA shall provide narrative or analytical reports of major cases within a reasonable period of time.
5. TPA shall provide to LACCD information about changes or proposed changes in statutes, rules and regulations, including offering trainings to LACCD staff.
6. TPA shall pay for the printing of any checks. LACCD's name will appear



on the check, and imprinted on all check copies. All checks shall be printed in numerical order, locked and controlled by TPA's accounting department. All checks must be accounted for as payments, voids, etc.

7. TPA shall use a separate check register for LACCD. Real time entries will be made on all checks disbursed on the account. Credits, if any, shall be entered, as well as all deposits made on checks, received on reimbursement requests made from TPA's office. TPA shall provide LACCDs Accounting Office, if requested, with one (1) copy of each check register, all voided checks and other requested documentation.
8. TPA shall review periodically all Trustee accounts to determine if initial deposit is adequate for handling the dollar volume for the month so that the holding of checks waiting for a deposit does not occur. In such instances where it is determined that deposit is inadequate, TPA's accounting office shall submit a report with a recommendation for an increase to the Trustee account based on this review.
9. TPA's request for reimbursement of claim payments made shall be submitted to LACCD for reimbursement by the 5th business day of the month for the preceding month's payments.
10. TPA shall promptly forward, upon receipt, all insurance reimbursement, subrogation recovery and refund checks to LACCDs Risk Management Department. TPA shall not deposit these checks.
11. As directed by LACCD TPA shall provide coordination between LACCD Broker, Internal Auditor or external consultants by providing information from LACCD claim records.
12. LACCD will periodically provide the TPA with a list of randomly selected checks from the monthly check register for audit purposes. The selected checks/transactions shall be produced along with all supporting documentation to LACCD within 10 business days from the date of request by LACCD.
13. TPA shall provide the District with the OSHA 300 log or its equivalent
14. TPA shall assist the District with excess workers' compensation insurance applications, as may be requested by the District



F. REPORTS

1. TPA shall provide the following monthly reports via excel and/or digital format to LACCD by the 5th business day of the following month:
 - a. Management Summaries by work group, locations and for the total program that includes the total paid for each group for the period.
 - b. Check Register by work group
 - c. Listing of checks received (insurance reimbursement, subrogation and refunds)
 - d. Voucher Register by work group
 - e. Alphabetical listing of denied or delayed claims that occur per month
 - f. Alphabetical listing of represented claims that occur per month
 - g. Fiscal Year Summaries by work group and for the total program
 - h. Number of closed files by work group
 - i. Number of new files by work group
 - j. Number of claims assigned to each member of the unit
 - 1) Settlement Award Log
 - 2) Litigation Assignment Log
 - 3) Penalties Log
- B. An excel spreadsheet report containing at least the following data fields:
 1. Status (Open, Reopen, or Closed)
 2. Date received by ADMINISTRATOR
 3. Closed Date (if applicable)
 4. Age at time of injury
 5. Date of Hire
 6. Indemnity Paid
 7. Division



8. Job Group
9. Base Location
10. Medical Paid
11. Legal Paid
12. Other Paid
13. Rehab Paid
14. Indemnity Incurred
15. Med Incurred
16. Rehab Incurred
17. Legal Incurred
18. Other Incurred
19. Indemnity Outstanding Reserve
20. Rehab Outstanding Reserve
21. Medical Outstanding Reserve
22. Legal Outstanding Reserve
23. Other Outstanding Reserve
24. Total Paid
25. Total Incurred
26. Total Recovered
27. Occupation
28. How Injury Occurred
29. Claim Type
30. Claim Status
31. Body Part (s)
32. Legal Representation status
33. Applicant Attorney Info, if applicable
34. Defense Attorney Info, if applicable

The LACCD reserves the right to request additional information or to reduce the amount of information needed for any given time period, at its sole discretion. TPA shall adjust and meet the needs of the LACCD.

The LACCD reserves the right to request ad hoc reports regarding any and all elements of the workers compensation program.

- c. TPA shall provide LACCD on January 1, April 1, July 1 and October 1 of each year the following information on open claims with total incurred of more than \$100,000:

1. Claimant's name
2. Date of Injury



3. Reinsurance Carrier(s)
 4. Self-Insured Retention Level
 5. Total Incurred
 6. Total Paid
 7. Total Reserves
- D. TPA shall provide on-line access to the TPA's claims management system. TPA shall provide this access at no additional cost to LACCD.
- E. Upon request by LACCD, TPA shall provide secure, electronic reports to allow performance of certain routine data analysis by LACCD, including excel spreadsheets showing all formulae
- F. TPA shall comply with the Health Insurance Portability and Accountability Act (HIPAA) requirements and adhere to PCI Data Security Standards 3.0 and subsequent standards that are developed during the course of the resulting agreement.



Appendix B:

COST PROPOSAL
 WORKERS' COMPENSATION CLAIMS
 THIRD-PARTY ADMINISTRATION SERVICES

Provide annual pricing in accordance with the District's current requirements, as set forth in section Specifications and Scope of Services, Appendix A.

It is anticipated that the proposer will use staff with a variety of skill and experience levels in providing the services. The proposer may offer a separate schedule for each type of additional service offered by the proposer.

If pricing is dependent on any assumptions that are not specifically stated in this solicitation, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing.

Proposer should use a separate form to state pricing for any added value.

TOTAL ANNUAL PRICE

| | | |
|---|---------------|----|
| Total Compensation required for requested services on an annual fixed fee basis | Year 1 | \$ |
| | Year 2 | \$ |
| | Year 3 | \$ |
| | TOTAL: | \$ |
| | | |
| | Option Year 1 | \$ |
| | Option Year 2 | \$ |



APPENDIX C - SCHEDULE OF EXHIBITS

- Exhibit A: Non-Collusion Affidavit
- Exhibit B: Certificate of Non-Discrimination
- Exhibit C: Completed Confidentiality Agreement
- Exhibit D: Acknowledgment of all addenda issued by the District
- Exhibit E: Exceptions and Deviations to the Standard Form Agreement
- Exhibit F: Professional Services Agreement
- Exhibit G: Small, Local, Emerging, Disadvantaged, Vendor (SLEDV)
- Exhibit H: Russian Economic Sanctions Certification



Exhibit A: Non-Collusion Affidavit

(TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH ITS PROPOSA)

(Name) _____, being first duly sworn, disposes and says that he or she is (Title) _____ of (Provider) _____ 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, with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that 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 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 Non-Collusion Affidavit this

_____ Day of _____, 2023

PROPOSER _____
(Type or Print Complete Legal Name of Provider)

By _____ (Signature)

Name _____ (Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit B: Certificate of Non-Discrimination

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID)

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this

_____ day of _____, 2023

BIDDER _____

(Type or Print Complete Legal Name of Provider)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit C: Completed 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 D: Acknowledgement of All Addenda Issued By The District

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

| ADDENDUM NO. | DATE RECEIVED | SIGNATURE |
|---------------------|----------------------|------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

If necessary, please print and sign additional pages.

PROPOSER _____
(Type or Print Complete Legal Name of Provider)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit E: Exceptions and Deviations to the Standard Form Agreement

- A. The Proposer acknowledges it has seen and reviewed the Professional Services Agreement in Exhibit F and attests to the following:
- B. Certain exceptions and deviations may deem the proposal non-responsive and result in rejection of the proposal.
 - 1. Proposals that mandate the use of provider standard services contract, rather than utilizing the District’s standard services contract.
 - 2. 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 5 | Term of Agreement |
| Section 16 | Governing Law |
| Section 17 | Non-Discrimination |
| Section 20 | Board Authorization |
| Section 25 | Requirements for Federally-Funded Contracts |
| Section 26 | Family Educational Rights Privacy Act (FERPA) |
| Section 27 | Accessibility Requirements |

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 Provider)

By _____ (Signature)

Name _____ (Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit F: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

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

By

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

DATE:

TERM OF AGREEMENT: From: To:

Any reference in the header information set forth in the upper right corner on the front page of this Agreement, to "Contract Amount" and to dates identified as "Start Date" and "End Date," specifically indicates only those provisions made, or the intent thereof, to fully fund the Agreement for scheduled payments due hereunder during the current fiscal year, and is not to be construed as a reference to the intended or actual contract period, or to the full sum of payments that have been made or are still to be made under this Agreement.

RECITALS

WHEREAS, the District is authorized to contract for the procurement of professional services as authorized by law; and

WHEREAS, the Contractor is specially licensed, trained, experienced and competent to perform the services described herein pursuant to this agreement;

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

AGREEMENT

1. **SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in



compliance with specifications and standards set forth in that Exhibit. The District shall have the right to order, in writing, changes in the scope of services or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the District and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties.

2. **WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the goods or services.
3. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.
4. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
5. **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
6. **TERMINATION OF AGREEMENT.** This agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.
7. **DOCUMENTATION.** The Contractor agrees to provide to the District, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the District in its use of the Services provided hereunder.
8. **RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the



Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this agreement shall be the property of the District. During the term of this agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.

9. **CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.
10. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the District.
11. **DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this agreement.
12. **WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorney's fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, servicemark, or tradename, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the



goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

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

The Contractor shall provide the following insurance:

- a. Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than two million dollars (\$2,000,000) per occurrence; four million dollars (\$4,000,000) aggregate. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.
- b. Professional liability insurance in an amount not less than one million dollars (\$1,000,000) per incident.
- c. Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.
 1. If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation. Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less one Million Dollars \$1,000,000 per occurrence or claim; two Million Dollars (\$2,000,000) aggregate.
 2. HIPAA Compliance. The parties agree that, to the extent required by Legal Requirements, the services provided under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under Title II,



Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) ("HIPAA").

14. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT. Vendor, its employees, agents or representatives may be provided access to Student Information during its performance of this Agreement. Vendor acknowledges that it is subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act. 20 U.S. C. SS 1232g; 34 C.F. R. Part 99, as amended (FERPA), for the handling of such information. Company will not disclose or use any Student Information except to the extent necessary to carry out its obligations under this Agreement and as permitted expressly by FERPA. Company shall implement and maintain administrative, physical and technical safeguards (Safeguards), at its expense, that prevent any collection, use or disclosure of, or access to, Student Information that this agreement does not expressly authorize, including without limitation, an information security program and/or protocols that meet the standards of industry practice to safeguard such Student Information.

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

15. SEXUAL ABUSE AND MOLESTATION (SAM) If the work will include contact with minors, and the CGL policy referenced above is not endorsed to included affirmative coverage for sexual abuse or molestation. Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than One Million Dollars \$1,000,000 per occurrence or claim; two Million Dollars (\$2,000,000) aggregate.

16. AMENDMENTS. This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.

17. ASSIGNMENT. This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.

18. GOVERNING LAW. This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

19. NONDISCRIMINATION. The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental



disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.

20. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
21. **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.
22. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
23. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.
24. **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.
25. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.
26. **CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor financially interested. (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which the Contractor has been retained pursuant to this agreement.



27. REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS.

- A. If this Agreement is funded by the District, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.
 - A. Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - A. No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.
- 28. Vendor hereby warrants that the products and services to be provided under this Agreement will comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, parts 1193 and 1194. Vendor agrees to test and validate its product, and any related website or online content it produces, with sufficient regularity in order to ensure the product and associated content meet conformance with all applicable Revised 508 Standards and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards (see <https://www.w3.org/TR/WCAG21/>), in accordance with the required testing methods. The vendor shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements stated above, including records of any testing or demonstrations conducted. Vendor shall provide the District with copies of all Accessibility Conformance Reports (ACR) and Supplemental Accessibility Conformity Reports (SACR) that are produced related to the product or service. Further, Vendor agrees to promptly respond to and fully resolve any complaint regarding accessibility of its products or services which is brought to its attention. All resolutions provided by the vendor in response to complaints regarding information and communications technology (ICT) accessibility of its product(s) shall meet conformance with established WCAG 2.1 Level AA requirements. Vendor further agrees to indemnify and hold harmless the Los Angeles Community College District, including any of its nine colleges using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds termination of this Agreement. Throughout the life of the agreement, the District reserves the right to independently perform any necessary testing on vendor's product or service to verify conformance or any representation of conformance made by the vendor with this section.**



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

CONTRACTOR

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

DISTRICT

LOS ANGELES COMMUNITY COLLEGE DISTRICT

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

By: _____

Date: _____

Name: _____

Title: _____



Exhibit G:

Certification of Small, Local, Emerging, And Disabled Veteran Business (SLEDV)

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



EXHIBIT H: Russian Economic Sanctions Certification

I, an owner or officer of the Proposer named below, hereby certify as follows:

1. I am duly authorized to execute this certification on behalf of the Proposer identified below.
2. The Proposer is not a Russian individual or entity that has been determined by the U.S. Government to be a target of economic sanctions pursuant to federal Executive Orders 14065, 13660, 13661, 13662, 13685 and 13849 or any other related federal or state orders, statutes, rules, or regulations.
3. The Proposer has not proposed in its Proposal submitted with this certification to enter into any contract for services related to the RFP that is the subject of this certification, with any Russian individual or entity that has been determined by the U.S. Government to be a target of economic sanctions pursuant to federal Executive Orders 14065, 13660, 13661, 13662, 13685 and 13849 or any other related federal or state orders, statutes, rules, or regulations.
4. If Proposer is selected for the award of a contract with the District, the Proposer shall fully comply with all applicable requirements of Executive Order N-6-22 signed by the Governor of the State of California on March, 4, 2022 and all other state and federal requirements related thereto (including, without limitation, if the contract awarded to Proposer has a total value of more than \$5 million, all notification and reporting requirements thereof), including the execution by Proposer and its Subconsultants of such additional certifications or other documents as the District may determine, in its sole and absolute discretion, are confirmatory of the Proposer’s and its Subconsultants’ compliance and continuing compliance with the foregoing.

Proposer Name (print): _____

Owner/Officer Name (print): _____

Owner/Officer Signature: _____

Date: _____