



LOS ANGELES COMMUNITY COLLEGE DISTRICT

CITY / EAST / HARBOR / MISSION / PIERCE / SOUTHWEST / TRADE-TECHNICAL / VALLEY / WEST

REQUEST FOR PROPOSAL (RFP) NO. 25-04
STUDENT HEALTH SERVICES CENTER

RFP PROPOSED SCHEDULE	
RFP Posted	Tuesday, April 15, 2025
Questions regarding this RFP submitted to District by 11:00 am PST	Monday, April 28, 2025
Questions and Answers posted to Website	Wednesday, April 30, 2025
Proposer Responses Due by 11:00 am PST	Thursday, May 22, 2025
Tentative Award Date	Tuesday, June 3, 2025
Board Date for Approval	Wednesday, June 11, 2025

Procurement Unit
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017-3719
213.891.2301



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1. INTRODUCTION

1.1. Purpose of this Request For Proposal (RFP)

The purpose of this Request for Proposal (“RFP”) is to solicit proposals from qualified firms to staff and manage an on-campus health facility and provide student health services, and psychological services for one or more of its nine college campuses. The Los Angeles Community College District (LACCD) is committed to providing comprehensive medical and psychological services to students and to provide consistent standards, procedures, and requirements for accessing health care on nine LACCD college campus. Please see Appendix A for details on the Scope of Work. LACCD is seeking to qualify a bench of service providers that can provide student health services at its nine colleges. In accordance with the RFP, the selected Providers will become part of a bench for which the college campus’ will interview to determine if they are qualified and responsive to specific campus needs for placement at their college campus.

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 highly diverse, multi-racial and multi-lingual geopolitical area of approximately five million people in 2024 in roughly 900 square miles of the County of Los Angeles, including 36 cities and unincorporated communities, including the City of Los Angeles. The District extends from the San Fernando Valley and Sylmar areas north of metropolitan Los Angeles, down to the Port of Los Angeles in the south; from the “west side” of Los Angeles, over to the eastern side of Los Angeles into Boyle Heights and the San Gabriel Valley.

The District’s nine colleges provide comprehensive, lower-division general education (the traditional first two years of a four-year degree) for transfer; education pathways for two-year certificates or Associate’s degrees; occupational education; credit and non-credit instructional programs and Adult Education to meet the needs of the surrounding communities; Career Education and Strong Workforce jobs training education; citizenship classes; and, in some instances, four-year Bachelor’s degree programs and other lifelong learning opportunities. The colleges receive accreditation, subject to renewal, from the Accrediting Commission for Community and Junior Colleges (ACCJC). The nine colleges are: [Los Angeles City College](#), [East Los Angeles College](#), [Los Angeles Harbor College](#), [Los Angeles Mission College](#), [Los Angeles Pierce College](#), [Los Angeles Southwest College](#), [Los Angeles Trade-Technical College](#), [Los Angeles Valley College](#) and [West Los Angeles College](#) and all are fully accredited. The colleges range in size from about 22 acres (Los Angeles Trade-Technical College) to more than 450 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. Some of the colleges, like Trade-Technical, founded in 1925, pre-date the District and were brought into the District. Others were created and built as the District expanded to its current configuration.

The District's 2024-2025 Fiscal Year budget, found online, [here](#), is from all funds and sources is \$10.2 billion, of which \$8.3 billion is for the District's capital improvement and construction program, "BuildLACCD."

In Fall 2023 the District employed more than 6,000 full-and part-time personnel and served nearly 250,000 full-and part-time students in the 2023-24 academic year. More information about the District and its colleges can be found online, [here](#). The student population of the LACCD is ethnically diverse: In the 2023-24 academic year 55 percent of students were Hispanic/Latinx, 21 percent White, 9 percent African American, 5 percent Asian, and 2 percent Multi-Ethnic. More detailed information about LACCD students can be found online, [here](#). Nearly 36,000 awards to students were conferred by LACCD colleges in the 2023-24 academic year, including two-year degrees, degrees for transfer, and credit and non-credit certificates of achievement.

ANNUAL ENROLLMENT (HEADCOUNT) BY COLLEGE, 2023-2024			
LACC	30,599	LASC	11,702
ELAC	65,950	LATTC	22,890
LAHC	17,512	LAVC	30,226
LAMC	21,814	WLAC	20,452
LAPC	28,499		
Total Enrollment Headcount: 249,644			

The District maintains an active free-tuition program, the Los Angeles College Promise (LACP), available to all first-time, full-time students, regardless of age, race/ethnicity or demographic background. Since its inception in 2017, over 35,000 students have participated in this program and about 10,000 LACP students were enrolled in LACCD colleges in the 2023-2024 academic year.



2. SCOPE OF WORK & PROPOSED TERM OF CONTRACT

2.1. Scope of Work

Please refer to [Appendix A: Scope of Work](#) and Section 5. Proposed Format and Content for Submission Requirements

2.2. Term of Contract

All contracts awarded pursuant to any part of this RFP solicitation shall be effective for a period of two years, with three (3) one-year options to renew for a maximum total duration of five (5) years, from which services may be contracted. Said options will be exercised upon Provider's satisfactory performance and by written consent at the sole and absolute discretion of the District.

The District does not guarantee any specific dollar volume of business with the successful proposers as a result of awarding any contracts based on this RFP. Rather, the contracts will be based on an approved initial "not to exceed" annual expenditure (to be determined) as approved by the LACCD Board of Trustees. The "not to exceed" limits can be adjusted higher if a demonstrated need occurs.

An annual evaluation will occur by LACCD to assess the performance and outcomes of each provider regarding the quality and effectiveness of the services and materials provided. As the end of the original two-year contract term nears, the District will determine, at its sole and absolute discretion, the potential exercise of the option years.

3. GENERAL INFORMATION AND GUIDELINES

3.1. District Contact Person

Andrea Daniel
Procurement Specialist
Los Angeles Community College District
Procurement Unit, 6th Floor
770 Wilshire Boulevard
Los Angeles, CA 90017-3719
TEL: 213.891.2301
email: danielar2@laccd.edu

3.2. Internet Access to this RFP

All materials related to the RFP are available on the internet and can be found [here](#).



A Proposer who chooses to download an RFP solicitation will be responsible for checking the aforementioned website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the website shall not relieve Proposer 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 Proposer resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Proposers 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 no other Proposers. If Proposer Clarifications are sought from all Proposers, the questions asked may be 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 the 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 individual provider(s) 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

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 the District as well as the conditions for 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.



4.1. RFP Schedule

RFP SCHEDULE	
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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.

4.2. Proposal Submission

The proposer shall submit to the District one (1) printed original and seven (7) 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 11:00 a.m. on Thursday, May 22, 2025. Proposals are to be enclosed in a sealed package displaying the proposer's name, California Secretary of State Certificate of registration/Entity File number, and the words:

“PROPOSAL RESPONDING TO RFP 25-04: STUDENT HEALTH SERVICES CENTER”.

Mail or deliver proposals to:

Los Angeles Community College District

770 Wilshire Blvd, 6th Floor

Los Angeles, California 90017

ATTN: Andrea Daniel, 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 11:00 a.m., PST on Thursday, May 22, 2025. Any proposals received after the time and date above may at the District's sole discretion of the District, be returned unopened 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.

4.3. Meeting RFP Specifications Identified in Scope of Work

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.

4.4. Proposed Information Must Be Accurate, Complete and Valid

The Proposer must provide information including, but not limited to, fees for all offered services based on the scope of work, which is set forth in [Appendix A: Scope of Work](#). Failure to do so may invalidate the proposal. The price must be accurate, complete, and 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.

4.5. Authorized Signatures

Exhibits A through H (Exhibit I 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.

4.6. 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.

4.7. Requirements

The Proposer shall be responsible for becoming familiar with the scope of work 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.

4.8. Questions about RFP

Questions must be submitted in writing by email to Andrea Daniel, at email address: danielar2@laccd.edu on or before **11:00 a.m. Pacific Time, Monday, April 28, 2025**. Please include “**RFP 25-04 Questions for Student Health Service Center**” in the subject line.

Proposers should submit all questions in writing by the deadline for questions. 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 Los Angeles Community College’s website, [here](#).

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.

4.9. 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 online, [here](#).



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.

4.10. 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.

4.11. 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.

4.12. 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 City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Los Angeles Pierce College,



Los Angeles Southwest College, Los Angeles Trade-Technical College, Los Angeles Valley College, West Los Angeles College, 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.

4.13. 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.

4.14. 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.

4.15. 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.

4.16. 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.

4.17. RFP as Part of Final Contract

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



4.18. Proposed Contract

The Proposer(s) selected for contract award(s) through this RFP shall be required to enter into a written agreement with the District. The Standard Agreement for services is presented in Exhibit I (Professional Services Agreement), and the Student Health Facility Agreement will be an addendum to the Standard Agreement (in Exhibit I). The Standard Agreement 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.

4.19. 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 and the Student Health Facility 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 the Professional Services Agreement and the Student Health Facility 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 those providers' proposals 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 14 - Family Educational Rights Privacy Act (FERPA)
- Section 18 - Governing Law
- Section 19 - Non-Discrimination
- Section 22 - Board Authorization
- Section 27 - Requirements for Federally-Funded Contracts
- Section 28 - Accessibility Requirements



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 and the Student Health Facility 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.

4.20. 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.

4.21. 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.

4.22. News Releases

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

4.23. 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.

4.24. 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.

4.25. Contractor Evaluation

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

4.26. Termination or Cancellation

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



4.27. 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.

4.28. 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 your 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 of the questions listed below.

5.2. 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 the 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 the 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 5.3):

Cover Page

Transmittal Letter

Table of Contents

Specifications of Scope of Work

References

Appendices

Appendix A – Scope of Work (SOW): Answer questions in Section 5.6 related to the SOW, i.e. Qualifications, Proposed Staffing and Project Organization, Experience, Project Approach/Work



Plan, References, etc.

Appendix B – Supporting Documents

Appendix C - Cost Proposal

Appendix D – Mandatory Documents to be Submitted in Response (Exhibits A-H)

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.

5.3. Cover Page

A cover page with the Proposer's name, the title, "RFP 25-04: Student Health Services Center" and the submission due date and time. The Proposer should provide the corporate number issued by the California Secretary of State. (Please see 4.6 Authorization to Do Business)

5.4. 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.



5.5. Table of Contents

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

5.6. Response to Specifications of Scope of Work

A. QUALIFICATIONS

This section should establish the ability of the proposer to satisfactorily perform the required work outlined in Appendix A 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 suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency, or declare and explain any such status.
- Noteworthy qualifications for providing the required services to LACCD. Specifically highlight those qualifications that distinguish you from your competitors.
- Financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of your firm. Furnish as an appendix. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the proposals and award of ensuing contracts.)

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.

- Identify the key personnel from your firm (i.e., Physician, Physician's Assistant, Nurse Practitioner, Registered Nurse, Phlebotomist etc.) who would be assigned to the College Health Center. Include a brief description of their qualifications, professional certifications, job functions, and office location(s). Designate a Senior-Level Executive or Project Manager who would be responsible for the Health Services Center and who would provide day-to-day direction of the required work. The proposal should indicate the abilities, qualifications, licenses, certifications, length of employment with the company, and experience of these individuals.
- Include a simple organization chart, which delineates communication and reporting relationships among the staff.
- State the other lines of business in which your firm is engaged.

C. Experience

As part of the proposal response, LACCD is seeking experienced firms with an established history of providing high-quality and cost-effective methods to manage, operate, and provide the services. Demonstrated experience in providing medical and psychological services to higher education entities is preferred. If possible, responses should be structured to highlight experience, clients and/or examples within the higher education sector.

- Describe other higher education (Universities and Community Colleges) contracts similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five (5) years.

D. Project Approach / Work Plan

What is your approach to managing the specific section of the requirements noted in this RFP.

- What is your general strategy for managing a Student Health Services Center?
- Identifying what strategies you can put in place to meet the needs of the Student Health Center.

Describe benefits and challenges.

For the specific section of the scope and tasks outlined in this RFP, provide a narrative describing the firm's understanding of the task and indicate the following:

- Approach.
- Identify what you would need from the District and the colleges to be successful in this effort.



- Identify any other issues or opportunities that can help meet the needs of the Student Health Center.
- Briefly explain the key roles and responsibilities that each of the top members of your team will be undertaking.

a. Implementation Summary

Provide a high-level description of the implementation process, including primary steps or phases, approximate timelines, Firm resources, staffing, work identified, and District resources necessary to launch the scope as defined in this RFP.

5.7. References

List of business clients, including community colleges and school districts to which your firm has provided similar services in the past 10 years. A minimum of three (3) references to be included with contact names and information are required. Also, each proposer shall provide copies of recent letters of reference from its current clients.

Specifically include:

- List the name, email address and phone number of the college/university administrator capable of commenting on your firm's performance.
- Provide basic demographic information for each health clinic you have implemented, and the number of students served.
- Describe the work performed or is performing for each client
- Address
- Dates of service
- Description of service

5.8. Appendices to be Included in Proposal

1. **Appendix A** – Scope of Work (SOW): Answer questions in Section 5.6 as they relate to the SOW, i.e. Qualifications, Staffing, Experience, Project Approach, etc.
2. **Appendix B** – 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. Proposals shall be valid for a minimum of 180 days following submission.



3. **Appendix C** – Cost Proposal. Provide your Cost Proposal/Schedule of Fees. All Proposers are required to use the attached Appendix C document when submitting pricing for services. Proposal to be submitted with their Proposal.
4. **Appendix D** – Mandatory Documents to be Submitted in Response
 - Completed and signed Non-Collusion Affidavit (Exhibit A)
 - Completed and signed Certificate of Non-Discrimination (Exhibit B)
 - Completed Confidentiality Agreement (Exhibit C)
 - Acknowledgement of all addenda issued by the District (Exhibit D)
 - Completed and signed Exceptions and Deviations (Exhibit E)
 - Completed and signed Russian Economic Sanctions Certification (Exhibit F)
 - Completed and signed Small, Local, Emerging Disabled Veterans (Exhibit G)
 - Completed and signed Levine Act Campaign Contribution Notice Acknowledgement (Exhibit H)

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”:

In the event that a Provider fails to submit all or any part of items (a) through (g) above with its submission or if any submitted item is incomplete or incorrect, the Procurement Unit will notify the Provider and the Provider shall have an additional three (3) business days to submit the missing item to the Procurement 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

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

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements of this RFP. An award(s) will be made to the Proposer(s) judged to be the most advantageous to the District. The District expressly reserves the right to reject and make



no award under this RFP.

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

6.2. Evaluation Procedures

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. All terms, conditions, requirements, and procedures included in this RFP must be met for a Response to be determined responsive. If a Respondent fails to meet any material terms, conditions, requirements or procedures, its response may be deemed unresponsive and disqualified.

In order to qualify as responsive, the Respondent must demonstrate:

- a) the availability of adequate resources and staffing to efficiently and expeditiously service District's needs;
- b) the necessary experience, organization, qualifications, skills and facilities to provide the scope of work set forth in this RFP;
- d) a satisfactory record of performance in the provision of the scope of work set forth in this RFP;
- e) the ability and willingness to comply with the requirements of Federal and State law.

ANY PROPOSAL DETERMINED TO BE NON-RESPONSIVE TO THIS RFP, INCLUDING INSTRUCTIONS GOVERNING THE SUBMISSION OF PROPOSALS, WILL BE DISQUALIFIED WITHOUT EVALUATION UNLESS THE EVALUATION COMMITTEE DETERMINES THAT THE NONCOMPLIANCE IS INSUBSTANTIAL.

An award will be made to the Proposer(s) whose offer is judged to be in the best interest of and most advantageous for the District in the sole determination of the District. The District expressly reserves the right to reject any and/or all proposals and make no award under this RFP.

Any contract awarded through this RFP with individuals, agencies, and/or firms will be effective for a maximum period of 5 years.

First Phase

The first phase of the RFP process ("First Phase") shall commence with issuance and advertisement by the District of the RFP inviting interested providers to submit Proposals from qualified firms to



staff and manage an on-campus health facility, provide student health services, and psychological services for nine college campuses.

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 First Phase of the RFP process.

Upon receipt by the District, 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 subjective scoring areas of the Proposals according to the criteria listed below. The results of the Proposal Evaluation Panel’s scoring of the Proposals will be submitted to the Procurement Unit where the Specialist will tabulate the scores received by each Proposer.

Based on the total scores for the First Phase, a list of the top scoring providers will be established.

Second Phase

Following the evaluation of the First Phase, proposals with a score of 75 or higher will be recommended to the Board of Trustees for placement on the bench of qualified Student Health Services Centers. Please note that placement in the “qualified pool / bench” does not guarantee an award of a contract to provide services to the District.

Third Phase

After approval by the Board of Trustees, individual colleges will choose providers from the bench to interview and provide Student Health Service Center services for their respective campuses.

6.3. Evaluation Criteria

Proposals will be evaluated in accordance with your response to the criteria outlined in Appendix A, Scope of Work. Specifically, scores will be granted based on the criteria listed in the below chart.

The following criteria will be used in the evaluation of written proposals. The relative weights of the criteria are based on a 100-point scale, as listed below.



WRITTEN PROPOSAL	
Criteria based on the required components of the proposal	Points possible
Qualifications, experience and references of proposer	35
Staffing and organization	20
Work plan	20
Cost ¹	15
SLEDV (0 or 10 points only)	10
TOTAL POSSIBLE POINTS	100

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 the proposing organization, and to change the evaluation process described above if circumstances are in the best interests of the 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, the 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 organization in connection with the preparation or submission of a proposal.

6.4. Contract Award

It is the intent of the District to establish a qualified pool of service providers that can manage an on-campus health facility and provide student health services, and psychological services for one or more of its nine college campuses. Providers selected to become part of the qualified pool will be eligible for a

¹ The scoring for cost will be objective. The offeror with the lowest average annual grand total cost¹ will receive the maximum price points (15 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: (lowest average annual grand total cost / average annual grand total cost being evaluated) x 15 points.



one-year award/agreement with an option to renew annually for a maximum of up to five years. This may lead to one vendor being awarded a single contract or multiple vendors awarded at the LACCD's discretion. Please note that placement in the "qualified pool" does not guarantee an award of a contract to provide services to LACCD students. However, the District reserves the right to apportion the requirements of this RFP among multiple contractors or to apportion all the services described in this RFP to a single vendor if this is determined to be in its best interests. The District reserves the sole right to make this determination.

Any contract awarded as a result of this RFP is at the sole 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 selected Proposers will be recommended for award and 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 vendors that can provide the services requested in this RFP.

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.



Appendix A: Scope of Work

The Los Angeles Community College District (LACCD) is committed to providing comprehensive medical and psychological services to students and to providing consistent standards, procedures, and requirements for accessing health care for LACCD's nine colleges. The Student Health Center's operating hours should accommodate students attending morning, afternoon, and night classes. Recommended operating hours are Monday and Thursday, 8 a.m. to 5 p.m., Tuesdays and Wednesdays, 10 a.m. to 8 p.m., and Fridays 8 a.m. to 12 noon. The facility's operational hours are negotiable between the Provider and the College.

Required Qualifications:

Facility – For purposes of this RFP, it refers to the physical space where the Student Health Center will be housed.

Facility Health Services

The Facility Services are intended only as a limited, initial assessment for primary care and physical and psychological health-based educational services (see Section 6a for additional detail), not as a substitute for ongoing medical care.

The Proposer shall staff the Student Health Services Center with the personnel listed below, and the Proposer shall perform all services described below. Please note, this is not a complete list of personnel that should staff the Student Health Facilities but it is a list of key personnel and essential roles that are needed for the Health Facilities operations:

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



- The Medical Director shall be available to perform services hereunder such that when combined with the performance requirements under each of the District College Agreements, Medical Director shall perform a minimum of twenty (20) hours per week, which hours shall be allocated as appropriate to assure the proper operation of each of the Student Health Facilities. The duties of Medical Director pursuant to this Section may be performed by a designee of Medical Director. Said designee of a Medical Director shall be a licensed medical physician qualified to perform the duties of a Medical Director and shall be subject to the reasonable approval of the Hospital and the District.
- Professional Services. The Hospital shall arrange for one or more physicians to provide Facility Services in a professional manner consistent with the standard of care prevailing in the community in coordination with the Medical Director. Such service shall not exceed the scope of the Facility Services. The District and the Hospital shall mutually agree as to the time availability of such licensed physicians, subject to such factors as the compensation available for such Facility Services, the need for licensed physicians to provide such Facility Services, etc. The physicians shall at all times during the term of this Agreement, be duly licensed and qualified to practice medicine in the State of California and be members in good standing on the medical staff of the Hospital.
- Non-Physician Personnel. The Hospital shall provide a Physician's Assistant, and/or a nurse practitioner and/or registered nurse and/or Phlebotomist to assist in the Facility's operation during all hours of operation. All non-physician personnel shall be licensed and/or certified as required, and shall only provide services within the scope of such license or certification.

An on-campus building will be provided to house the Student Health Center. For the students attending the College, the following services (referred to hereinafter collectively as "Facility Services") shall be provided at the Campus:

1. Clinical Care Services

- a. Assessment of medical histories and clinical data by a qualified health professional to arrive at nursing diagnoses, interventions, and referrals when appropriate.
- b. Development of plans of treatment including patient education
- c. Referral to other health services for evaluation and further treatment when a medical condition is beyond the scope of the college's authorized treatment program.
- d. First aid and basic emergency care following a medical incident that requires immediate intervention.
- e. Appraisal of health status and, if necessary, development of plans to increase fitness and health (This process may include weight, nutritional status, blood pressure, and fitness status.).



- f. Investigation and control of communicable diseases through screening, immunizations, and case management (The college nurses will investigate cases of communicable disease in coordination with the local Public Health Department).

Clinical Care Services shall include, but shall not be limited to, the following areas:

- a. Walk-in services for urgent health needs: Immediate care for minor injuries, pain management, and other non-life-threatening issues.
- b. Non-emergency care of mild acute infections and minor injuries and illnesses ("Primary Care Services") during posted open hours.
- c. Medical Appointments: Clear guidelines on when appointments are necessary for time-consuming, non-urgent visits (e.g., physical exams).
- d. Telehealth options: Virtual consultations for non-urgent medical or mental health concerns to improve access for students who cannot visit in person.
- e. Access to essential health supplies: Readily available supplies such as bandages, over-the-counter pain medication, and sanitary napkins and condoms.
- f. Emergency preparedness: Protocols for handling on-campus medical emergencies across campus.

2. Preventive Health Services

Preventive health information and screening programs, which may include:

- a. Pregnancy testing, self-care and family planning information; prescriptions for birth control, emergency birth control, IUDs & implants;
- b. Blood pressure screening;
- c. Spirometry screening;
- d. Smoking cessation programs;
- e. Substance abuse counseling and assistance information;
- f. Cholesterol screening;
- g. TB Testing
- h. HIV Screening. HIV/AIDs Prevention ex-Prep
- i. STI testing: On-demand testing for sexually transmitted infections
- j. Opioid overdose reversal medication (naloxone) to distribute and administer (required by law)
- k. Fentanyl test strips (required by law)

3. Laboratory Services

- a. Specimen handling
- b. Venipuncture
- c. Urinalysis
- d. Wet Mount



- e. Hematocrit (Hct)
- f. Hemoglobin (Hgb) Fingerstick
- g. Virus isolation
- h. ALT
- i. Glucose, fasting
- j. Hepatitis panel, acute
- k. HgBA1C w/MPG
- l. Lipid panel
- m. Liver panel (Hepatic panel) T
- n. SH (3rd)
- o. CBC
- p. TB test

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

4. Vaccination and immunization services:

Availability of routine vaccinations, which may include, but not be limited to, the following:

- a. Flu shots
 - Influenza, 6-35MO
 - Influenza, 3+YRS
 - Flu Vaccine, Nasal
- b. COVID-19 testing & vaccinations
- c. Tuberculosis screening (PPD)
- d. Hepatitis B vaccination
 - Hep B, Adult IM
 - Hep B/HIB,IM
 - Varicella
 - Hep A (2 dose)
 - Hep A/Hep B Adult, IM
 - HIB, HBOC (4 dose)
 - HPV
- e. Tdap, Varicella vaccinations
 - TDAP (7+ Years)



- f. MMR vaccination (low cost)
- g. Glucose test
- h. Other
 - Pneumococcal
 - Rotavirus Pentavalent
 - DTAP/IPV/HIB
 - DTAP, IM
 - Poliovirus, IPV
 - DTAP Hep B IPV
 - Meningococcal
 - HIB
 - Afluria
 - Agriflu

5. Mental Health Support:

- a. Immediate access to crisis counseling or referral to longer-term care.
- b. Psychological counseling for a minimum of 25 hours per week; includes crisis intervention, including workshops related to mental health, individual and group counseling, and referrals to community resources. If applicable, the psychologist will also oversee interns- 10 of the 25 hours will be used for this purpose.
- c. Availability of Mental Health Support, which may include:
 - 1. Crisis management through immediate response to mental health emergencies.
 - 2. Short-term psychological counseling and referral to other agencies for longer-term care.
 - 3. Alcohol/drug use assessment and referral to agencies and medical providers.
 - 4. Awareness programs for conditions such as eating disorders and referral to agencies and medical providers.
 - 5. Stress management through workshops, presentations, or individual and group counseling.
 - 6. Suicide prevention through crisis counseling referral and awareness programs.
 - 7. Sexual harassment/assault recovery counseling through assessment, counseling, and referral
 - 8. Specialized services for:
 - Grievance Counseling
 - STI counseling
 - HIV counseling
 - LGBTQ+ services and support
 - Care for Suicidal Ideation



- Rape and Sexual Molestation Counseling
- Addiction Disorders (including Porn)
- Anxiety and Depression Disorders

6. Educational Health Care Services ("Educational Services")

- a. Educational health care services shall include, but shall not be limited to, education in the following areas:
- (i) Women's health;
 - (ii) Reproduction and contraception and safe sex;
 - (iii) Family counseling;
 - (iv) Substance abuse;
 - (v) Student empowerment counseling; and
 - (vi) Preventive and health maintenance.
 - (vii) On-site availability of brochures, workshops, and consultations about health topics relevant to students (e.g., nutrition, sexual health, mental well-being).

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

7. The facility will provide Health Education Resources, such as:

- a. Classroom presentations
- b. Health-related publications
- c. Wellness workshops/and other presentations
- d. Training in environmental health and safety, including illness and injury prevention programs in cooperation with the Safety Committee.
- e. Annual training for college personnel on the special health needs of certain underserved student populations and student communities.

8. Referral Services

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



Appendix C: Cost Proposal (Fees)

It is the Proposer's responsibility to provide pricing in accordance with the District's current requirements as outlined in this RFP, including Appendix A: Scope of Work. The Proposer must comprehend the complexity of the service and the proposed work involved.

Proposers should use the following assumptions when completing the Cost Proposal for providing Student Health Services on LACCD Campuses. While the actual utilization of the student health centers will vary based on the student population at each campus, these assumptions are provided to allow all vendors to submit proposals based on the same criteria.

1. Student Enrollment and Demographics:

- The proposer assumes the health services will be provided to a student population of approximately 6,000 students.
- The proposer assumes that the student population includes a diverse group, with varying health needs, including but not limited to physical health, mental health, preventive care, and chronic condition management.

2. Facility Availability:

- The proposer assumes access to on-campus health service facilities that meet the requirements for health services (e.g., examination rooms, private areas for counseling, etc.), as specified by the college.
- The proposer assumes the college will provide access to utilities (e.g., water, electricity) necessary to operate health services.

3. Operating Hours:

- The proposer assumes that the health services will be available during regular operating hours, with flexibility for evening or weekend hours depending on student needs.
- The proposer assumes the operating hours may be adjusted according to the academic calendar

4. RFP Scope of Work:

- In addition to the above, the proposer will base their pricing proposal on the Scope of Services listed in Appendix A.



All Proposers are required to submit a Cost Proposal using the attached “Appendix C – Cost Proposal” document. It is expected that the Proposer will provide pricing related to the services requested for the Student Health Center, as outlined in the above assumptions and the RFP.

Please include pricing for all categories listed in Appendix C – Cost Proposal, as well as all related costs for medical supplies, equipment, technology, vaccinations, exams, and any other proposed services. Any costs not identified by the Proposer on the cost proposal but incurred later will be the responsibility of the Proposer. On the Cost Proposal sheet, Proposers need to outline the unit costs and hourly rates for the positions and services listed in the “Cost Category” column. These costs need to be based on the services/products that will be provided to students, in the Facility, on a four or eight-hour day. If a proposer is not bidding on a particular line item, then the Proposer must include a zero on that line item. Please note: The Proposer will be scored based on the average of the annual grand total cost. The aim of this cost proposal is to offer a clear breakdown of the costs associated with delivering services to each College for the Student Health Center.

All pricing listed in the Cost Proposal should be scalable and capable of being adjusted based on the size number of students and volume. Please refer to the assumptions listed above when formulating your Cost Proposal(s).



Sample of Appendix C- Cost Proposal Document – Facility Open 4 hours a Day

APPENDIX C - COST PROPOSAL		
APPENDIX C - COST PROPOSAL FOR 12 MONTHS FOR A 4-HOUR DAY		
Cost Category	Unit Cost/Hourly Rate	Estimated Annual Cost Per Category
<u>1 Clinical Care Services</u>		
Physician		
Physician's Assistant		
Nurse Practitioner		
Registered Nurse		
Phlebotomist		
Licensed Vocational Nurse		
Nurse's Aide		
<u>2 Preventive Health Services</u>		
<u>3 Laboratory Service</u>		
<u>4 Vaccination and immunization services:</u>		
<u>5 Mental Health Support:</u>		
Psychological counselor		
Social Worker		
<u>6 Educational Health Care Services ("Educational Services")</u>		
<u>7 The facility will provide Health Education Resources</u>		
<u>8 Referral Services</u>		
<u>Other Cost</u>		
<u>Other Equipment</u>		
	Total Annual Cost for 12 Months (Year 1)	\$ -
	Lump Sum Cost for Year 2	
	Lump Sum Cost for Year 3	
	Lump Sum Cost for Year 4	
	Lump Sum Cost for Year 5	
	GRAND TOTAL FOR YEARS 1-5	\$ -
<p>Proposers need to use this Cost Proposal sheet to outline the unit costs and hourly rates for the positions and services listed in the "Cost Category" column. These costs need to be based on the services/products that will be provided to students, in the Facility, on a four-hour day. If a proposer is not bidding on a particular line item, then the Proposer must include a zero on that line item. Please note: The Proposer will be scored based on the average of the annual grand total cost</p>		



Sample of Appendix C- Cost Proposal Document – Facility Open 8 hours a Day

APPENDIX C - COST PROPOSAL		
APPENDIX C - COST PROPOSAL FOR 12 MONTHS FOR AN 8-HOUR DAY		
Cost Category	Unit Cost/Hourly Rate	Estimated Annual Cost Per Category
1 <u>Clinical Care Services</u>		
Physician		
Physician's Assistant		
Nurse Practitioner		
Registered Nurse		
Phlebotomist		
Licensed Vocational Nurse		
Nurse's Aide		
2 <u>Preventive Health Services</u>		
3 <u>Laboratory Service</u>		
4 <u>Vaccination and immunization services:</u>		
5 <u>Mental Health Support:</u>		
Psychological counselor		
Social Worker		
6 <u>Educational Health Care Services ("Educational Services")</u>		
7 <u>The facility will provide Health Education Resources</u>		
8 <u>Referral Services</u>		
<u>Other Cost</u>		
<u>Other Equipment</u>		
	Total Annual Cost for 12 Months (Year 1)	\$ -
	Lump Sum Cost for Year 2	
	Lump Sum Cost for Year 3	
	Lump Sum Cost for Year 4	
	Lump Sum Cost for Year 5	
	GRAND TOTAL FOR YEARS 1-5	\$ -
<p>Proposers need to use this Cost Proposal sheet to outline the unit costs and hourly rates for the positions and services listed in the "Cost Category" column. These costs need to be based on the services/products that will be provided to students, in the Facility, on an eight-hour day. If a proposer is not bidding on a particular line item, then the Proposer must include a zero on that line item. Please note: The Proposer will be scored based on the average of the annual grand total cost</p>		



Appendix D: Mandatory Documents to be Submitted in Response

- 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: Russian Economic Sanctions Certification
- Exhibit G: Small, Local, Emerging, Disadvantaged, Vendor (SLEDV)
- Exhibit H: Levine Act Campaign Contribution Notice Acknowledgement



Exhibit A: Non-Collusion Affidavit

(TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH IT'S PROPOSAL)

(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 _____, 2025

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 PROPOSER AND SUBMITTED WITH ITS PROPOSAL)

Proposer 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. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

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

_____ day of _____, 2025

PROPOSER _____

(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 Agreements

- A. The Proposer acknowledges it has read and reviewed the Professional Services Agreement and the **Student Health Facility Agreement** in Exhibits H & I 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 14 - Family Educational Rights Privacy Act (FERPA)

Section 18 - Governing Law

Section 19 - Non-Discrimination

Section 22 - Board Authorization

Section 27 - Requirements for Federally-Funded Contracts

Section 28 - Accessibility Requirements

In the event that exceptions and deviations to the Professional Services Agreement & Student Health Facility 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 & Student Health Facility Agreement**
- ☐ **We have the following or the attached exceptions and/or deviations to the Professional Services Agreement & Student Health Facility Agreement.**

PROPOSER _____

(Type or Print Complete Legal Name of Provider)

By _____ (Signature)

Name _____ (Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit F: 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: _____



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 indicate below all that apply.)*

- A. ____ 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. ____ Proposer is a "Local" business has its principal place of business in the County of Los Angeles.
- C. ____ Proposer is an "Emerging" business that has been in business in its substantially current form for only up to five (5) years.
- D. ____ 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.
- E. ____ Does not apply

Date: _____

Name of Proposer

By: _____
Authorized Officer Signature

Title

Exhibit H: Levine Act Campaign Contribution Notice Acknowledgement

California Government Code §84308, commonly referred to as the “Levine Act,” precludes an Officer of a local government agency from participating in the award of a contract if he or she receives political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for 12 months following the final decision, from a person or company applying for the contract. Effective January 1, 2025, the contribution threshold will increase to \$500.

This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

LACCD’s Board of Trustees are considered “Officers” under the Levine Act and are subject to its campaign contribution restrictions. For your reference, current members of the Board of Trustees can be found here: <https://www.laccd.edu/board>.

By signing below and submitting your proposal or other response to this solicitation you affirm and acknowledge that under the Levine Act, you are prohibited from making political contributions to any Trustee for a period of 12 months following the Board’s final decision regarding an award of the contract.

Proposer acknowledges as the authorized representative for the firm submitting to this solicitation that Proposer is has read the statements above and is fully informed of the requirements and obligations set forth by the Levine Act.

DATE

(SIGNATURE OF AUTHORIZED
INDIVIDUAL)

(TYPE OR WRITE NAME AND
TITLE)

(TYPE OR WRITE NAME OF
COMPANY)

CALIFORNIA GOVERNMENT CODE SECTION 84308

***PLEASE NOTE AS OF JANUARY 1, 2025, THE AMOUNT REFERENCED IS NO LONGER \$250 AS THE
SUBJECT CAMPAIGN CONTRIBUTION BUT \$500**

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
 - (1) “Party” means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) “Participant” means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) “Agency” means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) “Officer” means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) “License, permit, or other entitlement for use” means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) “Contribution” includes contributions to candidates and committees in federal, state, or local elections.
- (b) While a proceeding involving a license, permit, or other entitlement for use is pending, and for 12 months following the date a final decision is rendered in the proceeding, an officer of an agency shall not accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party or a party’s agent, or from any participant or a participant’s agent if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution on the officer’s own behalf, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit, or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. An officer of an agency shall not make, participate in making, or in any way attempt to use the officer’s official position to influence the decision in a

proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

- (d) (1) If an officer receives a contribution which would otherwise require disqualification under this section, and returns the contribution within 30 days from the time the officer knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, the officer shall be permitted to participate in the proceeding.

(2) (A) Subject to subparagraph (B), if an officer accepts, solicits, or directs a contribution of more than two hundred fifty dollars (\$250) during the 12 months after the date a final decision is rendered in the proceeding in violation of subdivision (b), the officer may cure the violation by returning the contribution, or the portion of the contribution in excess of two hundred fifty dollars (\$250), within 14 days of accepting, soliciting, or directing the contribution, whichever comes latest.

(B) An officer may cure a violation as specified in subparagraph (A) only if the officer did not knowingly and willfully accept, solicit, or direct the prohibited contribution.

(C) An officer's controlled committee, or the officer if no controlled committee exists, shall maintain records of curing any violation pursuant to this paragraph.

- (e) (1) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent.

(2) A party, or agent to a party, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding shall not make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(3) When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in this section.

- (f) This section shall not be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.

Exhibit I: Student Health Facility Agreement
SAMPLE STUDENT HEALTH FACILITY AGREEMENT

PARTIES:

LOS ANGELES COMMUNITY COLLEGE DISTRICT
("District")

By: _____

[Name of College]

[College Address]

Attn: _____

[Contact name and phone number]

("College")

("Hospital")

[Address]

Attn: _____

[Contact name and phone number]

DATE: _____

DAYS/HOURS OF OPERATION

FALL AND SPRING SEMESTER: Days: _____ Hours: _____

SUMMER SEMESTER: Days: _____ Hours: _____

TERM OF AGREEMENT: _____

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT

ARTICLE I

FACILITY OPERATIONS

- 1.1 Facility Services. The District anticipates offering its students the following services (referred to hereinafter collectively as “Facility Services”) at the College campus:
- a) Non-emergency care of mild and acute infections and minor injuries and illnesses (“Primary Care Services”) during posted open hours.
 - b) Educational health care services (“Educational Services”) which shall include, but shall not be limited to, education in the following areas:
 - (i) Women's health services;
 - (ii) Reproduction and contraception and safe sex;
 - (iii) Family counseling;
 - (iv) Substance abuse;
 - (v) Student Psychological Empowerment Counseling; and
 - (vi) Preventive and health maintenance.

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

- c) Referral services to health care providers, physicians, therapists and other health care professionals where necessary and appropriate (“Referral Services”). Students will be referred to their established health carriers or personal physicians or in the event there is no established health care provider or physician, recommendations to at least three physicians for care will be made from an approved physician’s panel of at least five physicians for each type of medical specialty or other care.
- d) Preventive health information and screening programs (“Preventive Health Services”), which may include:
 - (i) Pregnancy testing, self care and family planning information;
 - (ii) Blood pressure screening;
 - (iii) Spirometry screening;
 - (iv) Smoking cessation programs;
 - (v) Substance abuse counseling and assistance information;
 - (vi) Cholesterol screening;
 - (vii) Psychological Health Care Service Forum.

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

- e) Psychological counseling.

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

1.2 Facility Operations.

- a) The Facility shall be under the overall direction and supervision of a Medical Director, who shall be a licensed physician. Professional medical services within the scope of the Facility Services may be provided by the Medical Director and one or more additional licensed physicians. The Facility shall be staffed during all hours of operation by at least one (1) registered nurse or a nurse practitioner qualified to provide Primary Care Services and other Facility Services. Additional Facility staffing may be provided by student nurses from the College's School of Nursing who shall be subject to the supervision of the Medical Director and physician staff.
- b) Hours of operation for the Facility shall be as set forth above during periods of regularly scheduled classes during the Fall and Spring semesters, and during the Summer semester. The schedule of summer hours may be more particularly agreed upon by the Vice President of the College, or his or her designee, and the Hospital. The Facility will not be open during College holidays, semester breaks, or summer vacation. The hours of operation may be changed upon mutual written agreement of the District and the Hospital.
- c) The Facility shall serve students of the District exclusively, and shall not be available to provide health care services for, or on behalf of, any other persons.

ARTICLE II

HOSPITAL SERVICES

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

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

- 2.2 Professional Services. The Hospital shall arrange for one or more physicians to provide Facility Services in a professional manner consistent with the standard of care prevailing in the community in coordination with the Medical Director. Such service shall not exceed the scope of the Facility Services. The District and the Hospital shall mutually agree as to the time availability of such licensed physicians, subject to such factors as the compensation available for such Facility Services, the need for licensed physicians to provide such Facility Services, etc. The physicians shall at all times during the term of this Agreement, be duly licensed and qualified to practice medicine in the State of California and be members in good standing on the medical staff of the Hospital.

The Contractor shall obtain and remain current for all required licenses, trainings, certifications, and special permits issued by Federal, State, and local agencies related to the services it and its staff provide, including but not limited to those required by the California Health and Safety

Code, Division 2 and Title 22 and Title 17 of the California Code of Regulations, or successors thereto.

The Contractor shall comply with all policies, procedures, regulations and law, including but not limited to California Code of Regulations Section 54710 regarding the provision of services to minors. California Education Code Section 45125.1 states that if employees of any consultant providing school site administrative or similar services may have any contact with any underage pupils (younger than 18 years), those employees shall be fingerprinted by the Department of the Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. The Contractor hereby certifies that it has completed, received and verified reference checks, criminal background checks, and drug and alcohol screenings, in accordance with the Contractor's Screening and Hiring Process, for each Contractor's personnel providing service to any students at DISTRICT.

- 2.3 Non-Physician Personnel. The Hospital shall provide a nurse practitioner and/or registered nurse to assist in the Facility's operation during all hours of operation. All non-physician personnel shall be licensed and/or certified as required, and shall only provide services within the scope of such license or certification.
- 2.4 Supplies and Equipment. The Hospital shall provide all supplies and equipment necessary for the Facility Services, and shall maintain all equipment in good order and repair, and replace any equipment, which becomes worn out or obsolete, taking into account budgetary and regulatory restraints. Any equipment and supplies, which the Hospital provides or replaces at the Hospital's expense, shall be the property of the Hospital at all times and the Hospital may remove such equipment and supplies at any time subject to the Hospital's obligation to provide such equipment and supplies during the term of this Agreement. The Hospital shall consult with the District from time to time regarding the performance of its obligations pursuant to this Section.
- 2.5 Billing and Collections. On behalf of the District, the College, the licensed physicians, and itself, the Hospital shall be responsible for all billing and collections from third party payers and other responsible parties for use of Facility Services where such services are the obligation of such parties. Notwithstanding the foregoing, the Hospital shall not bill or collect for Facility Services from students of the District, except where (i) such services have been rendered pursuant to a medical or clinical program approved by the District and (ii) the District has approved the fees

therefor. The Hospital shall not be obligated to remit to the District or the College all or any portion of amounts collected by the Hospital pursuant to this Section. This Section does not apply to the provision of any services which are not provided pursuant to the terms hereunder, including services in excess of Facility Services or which are provided off-campus.

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

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

2.7. 1. Monthly Reports. The Contractor shall track and record all student health visits, symptoms, and recommended treatment. The vendor shall prepare monthly statistical reports (i.e. provide the total number of visits available and the number that are utilized by students for physical health issues and Medi-Cal enrollment), which shall include the information set forth in Exhibit A and other period presentations as requested by LACCD.

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

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

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

ARTICLE III

DISTRICT DUTIES

- 3.1 Operation. Subject to consultation with the Hospital and the Medical Director, the District shall have overall responsibility with respect to the administrative aspects of the operation of the Facility and the Hospital and Medical Director shall have responsibility for and control of all other aspects of the operation of the Facility.
- 3.2 Space. The District shall furnish space on the College campus for the Facility, which shall be adequate to provide Facility Services to students.
- 3.3 Utilities. The District shall furnish ordinary janitorial, gas, water, heat and electricity to the College campus and local telephone service, as are reasonably necessary for the operation of the Facility. Long-distance telephone expenses are the responsibility of the Hospital.
- 3.4 Student Fees. In order to provide funding for the Facility, the District shall collect fees ("Student Fees") as set forth on Schedule "A".
- 3.5 Independent Contractor. During the term of this Agreement, the Hospital is an independent contractor in providing service hereunder, including the arranging for the provision of Facility Services and the procurement of the Medical Director, licensed physicians, nurse practitioner, and nursing staff.

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

ARTICLE IV

COMPENSATION

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

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

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

ARTICLE V

INSURANCE

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

accident for bodily injury or disease.

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

ARTICLE VI

TERM AND TERMINATION

- 6.1 Term. The initial term of this Agreement and the date of commencement shall be as set forth above, and shall be automatically renewed for two (2) successive one (1) year periods, unless sooner terminated as set forth herein. Notwithstanding the annual terms herein, operation of the Facility shall be as set forth above in Section 1.2 (b).
- 6.2 Termination.
- a) The District or the Hospital may terminate this Agreement with or without cause at any time after the initial term hereof upon ninety (90) days' prior written notice to the other party.
 - b) In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party, provided that such material breach has not been remedied within such thirty (30) day period. If the material breach is one which cannot be reasonably remedied within such thirty (30) day period, this Agreement shall terminate sixty (60) days from the date of notice unless remedied.
 - c) The Hospital may terminate this Agreement upon ninety (90) days' prior written notice to the District and the College at any time after the initial term if the Hospital determines, in its sole discretion, that revenues received from the District pursuant to this Agreement are not adequate to cover costs incurred by the Hospital in providing services hereunder.
- 6.3 Termination in the Event of Governmental Action. If (a) any legislation, regulations, rules or procedures are duly passed, adopted or implemented by any federal, state or local governmental or legislative body or any private agency; or (b) the Hospital, the District or the College shall receive notice of an actual or threatened decision, finding, or action by any governmental or private agency, court or other third party (collectively referred to herein as an "Action") which, if or when implemented, would have the effect of (i) preventing the District from operating the Facility on an economic basis; (ii) revoking or jeopardizing the status of the health facility license granted to the Hospital; (iii) revoking or jeopardizing the tax-exempt status of the Hospital, its properties or any of its tax-exempt obligation, or imposing any unrelated business income tax on the Hospital; or (iv) subjecting the Hospital, the District or the College to civil or criminal prosecution, or other

adverse proceeding, on the basis of the participation herein; the District and the Hospital shall attempt to amend this Agreement or alter the operation of the Facility in order to avoid the Action.

If the parties hereto, acting in good faith, are unable to make amendments or alterations to meet the requirements of the agency, court or third party in question, or, alternatively, the parties determine in good faith that compliance with such requirements is impossible or infeasible, the Agreement shall be terminated.

ARTICLE VII

MISCELLANEOUS

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

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

- 7.2 Independent Contractor. It is mutually understood and agreed that the District, and the College on the one hand, and the Hospital on the other hand are at all times acting and performing hereunder as independent contractors and are not officers, agents, partners, joint venturers or employees of one another.
- 7.3 Indemnification. Each party hereto (the "Indemnifying Party") agrees to protect, indemnify, defend and hold harmless to the other party, and its affiliates, successors, assigns, directors, officers, employees, and agents, from and against any and all losses, claims, liens, liabilities and

expenses whatsoever, including reasonable attorneys' fees and expenses of litigation, arising from or relating to the performance of this Agreement but only to the extent of the Indemnifying Party's fault hereunder.

- 7.4 No Reciprocation. The parties hereby acknowledge and agree that benefits to the District, the College and the Hospital hereunder neither require nor are in any way contingent upon the admission, recommendation, referral, or any other arrangement for the provision of any item or service offered by the Hospital or any other of its affiliates, to any students of the District.
- 7.5 Access to Books and Fees. The District, or its designee, shall have reasonable access during normal business hours to financial records, including records of expenses and disbursements, as kept by the Hospital in performing its obligations under this Agreement. All the records described in the Section 2.7, including statements, reports and any other documents prepared by the Hospital in the performance of the Hospital's duties hereunder which are derived in material part from such records, shall at all times remain the property of the Hospital. The District and the College shall keep all such information confidential except as such information may be required to be disclosed to accountants, attorneys, and in legal proceedings, or as required by law.
- 7.6 Assignment. The parties hereby agree that this Agreement shall not be assigned or transferred by any party without the prior written consent of the other parties.
- 7.7 Choice of Law. This Agreement shall be construed and governed by the laws of the State of California and the invalidity and unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. The parties agree that litigation, if any, shall take place in a court of appropriate jurisdiction in the County of Los Angeles, California.
- 7.8 Notices. Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.
- 7.9 Waiver. No waiver by any of the parties hereto of any breach, or default, or failure by the other parties to keep or perform any provision, covenant, or condition of this Agreement shall be

deemed to be a waiver of any preceding or succeeding breach of the same, or of any other provision, covenant, or condition. All rights and remedies herein granted or referred to are cumulative; resort to one shall not preclude resort to another or any right or remedy provided by law.

- 7.10 Complete Agreement. This Agreement is the complete understanding of the parties regarding the subject matter herein and supersedes any prior oral or written agreements, representations, understandings, or discussions between the parties.
- 7.11 Severability. If any provision in this Agreement shall be determined by a court of competent jurisdiction to be void, illegal or otherwise unenforceable, such provision shall have no effect upon the unenforceability of the remainder of this Agreement.
- 7.12 Conformance to “Safe Harbor” Regulation. The U.S. Department of Health and Human Services has promulgated certain rules providing safe harbors under the anti-kickback provisions of the Medicare and Medicaid Patient and Program Protection Act of 1987 (the “Regulations”). The Regulations contain a section entitled “Personal Services and Management Contracts” and the Hospital represents and warrants that this Agreement conforms with the guidelines set out therein. The District and the Hospital shall reasonably modify this Agreement to conform to other applicable rules, regulations, or judicial interpretations of law as required to ensure that no party will be prosecuted for a violation of federal or state law, or, in the alternative, shall terminate the Agreement.
- 7.13 Modification. This Agreement shall not be modified or amended except by a written document executed by both parties of this Agreement, and such written notifications shall be attached hereto.
- 7.14 Use of Names. The District and the College on the one hand, and the Hospital on the other hand, may use the other party’s name in marketing material publications, signs, or in any other manner in connection with or related to this Facility without the prior written consent of the other, except that the Hospital may not use the name of the Los Angeles Community College District or the College or represent a relationship with the District or the College.

- 7.15 Non-Discrimination. The Hospital hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of age, sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the Government Code. The Hospital shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code. The Hospital agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.
- 7.16 Authority. Each of the undersigned parties represents and warrants that all necessary authorizations have been obtained and this Agreement and each person executing this Agreement on behalf of the undersigned parties represents and warrants that he or she has the power and authority to enter into this Agreement and to bind the parties hereto.
- 7.17 Termination for Non-Appropriation of Funds. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this Agreement shall automatically terminate and the District shall be relieved of any further obligation.
- 7.18 Equal Opportunity Employer. The Hospital, in the execution of this Agreement, certifies that it is an equal employment opportunity employer.
- 7.19 Attorneys' Fees and Costs. If either party shall bring any action or proceeding against the other party arising from or relating to this Agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
- 7.20 Cooperation with Legal Counsel. The Contractor shall fully participate, with legal counsel from the Contractor, if needed or desired, with DISTRICT investigations and disciplinary procedures if students file complaints or grievances against the Contractor and its personnel/staff.

8. **FORCE MAJEURE:** Either Party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control, such as but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions or actions that have the effect of preventing DISTRICT from operating the health clinics on an economic or legal basis or subjecting PARTIES to civil or criminal prosecution, change in law, insufficient funds, or damage, destruction or closure of any portion of the clinics or the campus that inhibit DISTRICT from operating the clinics shall not be deemed a breach of this AGREEMENT. Upon written notice of a Force Majeure event that describes the event in detail and its impact, the PARTIES shall first act in good faith to determine whether compliance with such changed requirement or condition, as applicable, is impossible or infeasible or if any other alternative is available. If not feasible change or alternative is available, either Party may terminate this AGREEMENT upon written notice to the other Party.
9. **COMPLIANCE WITH LAWS.** Nothing in this Agreement shall in any way limit the ability of District to comply with any laws or legally required processes concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to District are subject to the applicable state and federal law, including the California Public Records Act, and the release of Confidential Information in compliance with these laws will not constitute a breach or threatened breach of this Agreement.
10. **ORDER OF PRECEDENCE.** The order of precedence shall be followed to resolve any inconsistencies between the Professional Services Agreement and the Student Health Facilities Agreement. The Student Health Facilities Agreement will take precedence if the personnel, and/or the operation of the healthcare facility or services becomes a matter of concern. The Professional Services Agreement shall take precedence if there is a conflict regarding the terms and conditions of the contract.
11. **CONDITIONED AGREEMENT.** This Student Health Facilities Agreement is conditional upon the execution and continued effectiveness of the Professional Services Agreement entered into between the parties. The parties acknowledge and agree that the obligations and responsibilities under this Student Health Facilities Agreement shall not become effective unless and until the Professional Services Agreement is fully executed by both parties and remains in full force and effect.

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

HOSPITAL

By:_____

Name:_____

Title:_____

DISTRICT

LOS ANGELES COMMUNITY
COLLEGE DISTRICT

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

By:_____

Name:_____

Title:_____

Addendum to
Student Health Facility Agreement:
Sample of Professional Services Agreement

PARTIES:

LOS ANGELES COMMUNITY COLLEGE DISTRICT
("District")

Attn:

("Contractor")

To:

RECITALS

AGREEMENT

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Professional Services Agreement shall not become effective unless and until the Student Health Facility Agreement is fully executed by both parties and remains in full force and effect.

- 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 the 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, service mark, 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; and 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.
- d. SEXUAL ABUSE AND MOLESTATION (SAM). 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 than One Million Dollars \$1,000,000 per occurrence or claim; two Million Dollars (\$2,000,000) aggregate.

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

14. 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.

15. 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").

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 affect 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.

29. EXECUTIVE ORDER N-6-22 ECONOMIC SANCTIONS AGAINST RUSSIA

Notice to All Contractors and Entities Doing Business with Los Angeles Community College District:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

As a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>. Failure to comply may result in the termination of contracts or grants, as applicable.

30. DISTRICT AUTHORITY. The Chancellor, Deputy Chancellor, Director of Business Services, Contracts Manager, Chief Facilities Executive, Director of Facilities Planning and Development, College President or Vice President of Administrative Services have delegated authority from the District Board of Trustees to bind District contractually. Persons acting in positions not specified above or have specific delegated authority by the Board of Trustees and those in the capacity as project managers or consultants to District do not have authority to: (1) obligate or commit District to any payment of money; (2) obligate District to any modification to this Contract or the Contract Sum; (3) relieve Contractor of any of its obligations under this Contract; or (4) approve or order any Work to be

done or materials, equipment or supplies to be delivered.

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: _____