



**IMPERIAL VALLEY COLLEGE
REQUEST FOR PROPOSAL (RFP)**

**Healthcare Services for
Students of Imperial Community College District**

RFP #IVCSHS-2023

Opening Date: May 10, 2023

Proposal Due Date: June 2, 2023 / 4:00 PM

Imperial Community College District

Purchasing Department

380 East Aten Road

Imperial, California 92251

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**NOTICE TO PROPOSERS
FOR
HEALTHCARE SERVICES FOR
STUDENTS OF IMPERIAL COMMUNITY COLLEGE DISTRICT**

RFP #IVCSHS-2023

NOTICE IS HEREBY GIVEN that the Imperial Community College District (“District”), hereinafter referred to as the District, acting by and through its Governing Board, will receive up to, but no later than Friday, June 2, 2023, 4:00 p.m. sealed proposals for the award of the following contract:

**HEALTHCARE SERVICES FOR
STUDENTS OF IMPERIAL COMMUNITY COLLEGE DISTRICT**

- 1. Proposal Submittal:** Proposals must be delivered to the District in a sealed envelope with the envelope exterior prominently marked with the name of the respondent. Each proposal submittal shall consist of original proposal, three (3) bound copies of the proposal, one (1) unbound copy of the proposal, and (1) digital pdf file of the proposal. The original proposal must be prominently marked as “ORIGINAL” and all documents included with the proposal, which require signatures must bear original signatures of the authorized employee of the respondent. The digital file of the proposal must be submitted on flash drive, thumb drive or memory stick.

Such proposals shall be received at the location specified below, and shall be opened at the stated time and place:

IMPERIAL COMMUNITY COLLEGE DISTRICT
Purchasing Department
380 E. Aten Road
Imperial, CA 92251

RFP Issue Date: May 10, 2023
Proposal Due Date / Opening Date: June 2, 2023
Time of Opening: 4:00 p.m.
Location: Imperial Valley College Purchasing Department

LATE PROPOSALS WILL NOT BE ACCEPTED

- 2. Responsive Proposals:** Each proposal shall specify completely each and every item as set forth in the specifications. Any and all exceptions to the original specifications must be clearly stated in the proposal and the failure to do so may be ground for rejection of the proposal. Each proposal must conform and be responsive to this RFP and all other documents comprising the pertinent contract documents. The District reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals or in the process.

All questions should be emailed to the RFP contact: james.dalske@imperial.edu

3. **Proposals Held Firm:** No proposal may be withdrawn for a period of thirty (30) days after the date set for the opening of the proposals. The Board of Trustees has the right to select the proposal that best meets the needs of the District and enter into contract(s) incorporating the proposal(s) as submitted.
4. **Obtaining RFP:** A detailed explanation of our Request for Proposal and facts about the District can be obtained on the District’s website www.imperial.edu/RFP. Pay particular attention to the section that explains information to include in your response.
5. **RFP Schedule:** The District anticipates completing RFP activities in accordance with the following. The District reserves the right to amend the RFP Schedule.

<i>RFP Event</i>	<i>Date and Time</i>
Latest Date/Time for Submittal of RFP Questions/Clarifications via e-mail:	May 19, 2023
District Response to RFP Questions:	May 26, 2023
Latest Date/Time for Proposal Submittal:	Friday, June 2, 2023, at 4:00 p.m.
Committee Review of Proposals:	June 5, 2023 – June 6, 2023
Interview/Presentations:	June 8, 2020 – June 9, 2020
District Issuance of Notice of Intent to Award:	June 12, 2023
Governing Board of Trustees Approval:	July 19, 2023
Contract Start Date:	August 31, 2023

6. **Non-Discriminatory Practices.** The District does not discriminate with regard to race, color, sex, national origin or physical disability in the award of contracts.

REQUEST FOR PROPOSALS
RFP #IVCSHS-2023
PROVIDE HEALTHCARE SERVICES FOR STUDENTS OF
IMPERIAL COMMUNITY COLLEGE DISTRICT

1. District General Information

The District provides post-secondary education services for the large and diverse Imperial County population. Its annual student enrollment is approximately 7,000 (including winter and summer terms). As part of the California Community College system, the District offers education opportunities leading to Associate degrees, career program certification and college/university transfers in a variety of subject areas.

Imperial Valley College is situated on 160 acres in the midst of rich agricultural land. The campus is within easy reach of communities of Brawley, El Centro, and Calexico. Imperial County is located in the beautiful desert area of Southern California. Imperial County encompasses over 4,600 square miles in the southeastern California, free from urban pollution, noise and congestion. With a population of over 180,000, the Imperial County has thousands of acres of prime farmland that have transformed the desert into one of the most productive farming regions in the world.

The District seeks to foster excellence in education that challenges students of every background to develop their intellect, character, and abilities, assist students in achieving their educational and career goals and to be responsive to community higher education needs. The District seeks to implement and maintain programs promoting student success.

The Imperial Valley College Student Health Center is a program supported by a Student Health Service Fee, which is charged per individual student in accordance with Educational Code 76355.

The District is requesting proposals from private and/or public health care providers, to offer the following services to all enrolled students of the District.

2. Scope of Services

A. PRIMARY CARE PROFESSIONAL SERVICES OFFERED FREE OF CHARGE

Primary care professional services offered are many and varied to integrate the biological, clinical and behavioral sciences. The scope encompasses all ages, both sexes, and each organ system.

1) GENERAL and AGE SPECIFIC SCREENINGS

- Body Mass Index (BMI)
- Diabetes and blood pressure
- Respiratory assessment
- Vision
- Cholesterol, lipid profile (at annual health fair)

Psychological/mental health
Sexually transmitted diseases (STD)

2) PHYSICAL EXAMINATIONS FOR STUDENTS

Available for students participating in academic programs requiring physical exams including students engaged in inter-colleges sports.

3) IMMUNIZATIONS

Diphtheria	Tetanus
Polio	Influenza
Measles MMR	

4) MINOR EMERGENCY MEDICAL TREATMENT

Including, but not limited to burns, fractures, minor lacerations, sprains, strains, etc.

5) MINOR NON-EMERGENCY MEDICAL TREATMENT

Including, but not limited to fever, bronchitis, colds, flu, respiratory infections, urinary tract infection (UTI), etc.

6) GENERAL MEDICAL EVALUATIONS AND TREATMENT FOR ACUTE MEDICAL PROBLEMS

General medical evaluation and treatment for acute medical problems would include those stated in this document and illnesses or conditions that are not chronic in nature. The scope of services provided is intended to be broad and oriented toward acute disorders, but is not all-inclusive. (Some conditions not covered would be cancer, diabetes care, chronic kidney disease, chronic obstructive pulmonary disease, chronic arthritis, obstetric, epilepsy, and chronic neurotic disorders.)

7) LABORATORY TESTING

Blood sugar
Cholesterol
PPD

8) WOMEN AND MEN'S HEALTH CARE

Sexual responsibility and STD's education

9) DIABETES AND HYPERTENSION EDUCATION AND OUTREACH

Diabetes and hypertension education and outreach shall be performed by a professional specialized in prevention, education, and guidance in the mentioned diseases.

10) MINOR SURGICAL PROCEDURES

Please list which procedures can be performed free of charge from list:

Minor surgical procedures including laceration repair, incision and abscesses, cysts, skin tags/warts/mole removal, and nail excision. Dressings, local anesthesia and sterilization must be free of charge.

11) GENERIC DRUGS

- Please list all generic drugs (topical/oral/injectable) that will be dispensed on-site free of charge.
- Please list other generic drugs (topical/oral/injectable) that will be dispensed on-site at a reduced cost.

B. OTHER SERVICES

1) COMMUNICABLE DISEASES

Provider shall report all cases of communicable diseases to the County Health Department, as required by law, and to the specified District Administrator.

List any communicable diseases that cannot be reported to the college due to privacy laws.

2) HEALTH AND WELLNESS OUTREACH EVENTS

Provider shall participate in campus health and wellness events promoting health care services for students as requested by the District. Minimum one (1) student health fair per semester will be planned, coordinated, and executed under the supervision of the District's assigned supervisor.

3) PSYCHOLOGICAL SCREENING

Psychological screenings with appropriate linkage to IVC Mental Health Counseling Services and/or referrals to outside mental health facilities shall be performed.

4) COMMUNITY REFERRALS

Community referrals include, but are not limited to Imperial County Health Department, Planned Parenthood, Dental Association, Imperial County Behavioral Health Services, Crisis/Suicide Prevention Hotline, AIDS Hotline, Department of Social Services, and Covered California/Medi-Cal Information Registration. Should specialty care be required outside of the student health services programs, a full panel of consultants shall be maintained.

C. SPECIALTY CARE

Please list all Specialty Care you would provide free of charge, e.g. Acupuncture, Ear, Nose and Throat, Orthopedics and Sports Medicine, Physical Therapy, Podiatry, Cardiology, Women’s Health Care, OBGYN, etc.

Please list below and explain in detail services your agency can provide by an area specialist and the applicable percentage (%) discount from usual and customary fees.

SERVICES	DISCOUNT RATE (%)
Ear, nose and throat surgery	_____
Orthopedics and sports medicine	_____
Physical Therapy	_____
Podiatry	_____
Gynecology surgery	_____
Additional Screenings:	
Hearing	_____
Skin cancer	_____
Lung function	_____
Tuberculosis	_____
Laboratory Testing:	
Pregnancy	_____
Sexually transmitted disease (STD)	_____
HIV screening	_____
Mononucleosis	_____
Pap smear	_____
Urinalysis	_____
Stool occult blood	_____
Women’s Health Care	
Annual breast exams	_____
Birth control counseling and prescribing	_____
Hormone replacement therapy	_____
Mammography	_____
Natural family planning	_____
Osteoporosis assessment	_____
Pap smear	_____

D. VALUE ADDED SERVICES

Please list any additional services not covered above that your facility can offer free of charge or at a discounted rate. (If discounted rates are offered, please list the specific percentage discount for each additional service).

3. **Additional Documentation Required**

The provider may include in the proposal any material representative of the services, but must include the following information:

- A. Last audited Financial Statement.
- B. General liability and professional liability carriers information and limits in the amount not less than one million dollars (\$1,000,000) per incident; workers' compensation carrier information and 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.
- C. List any malpractice cases in the last ten years for similar services specifically proposed in the RFP and any individual employee to perform the medical services referenced in the malpractice case (doctor, physician assistant, nurse, etc.).
Please provide Plaintiff's name, Date, Court and Case Number, Charges and Disposition. Use separate sheet if necessary.
- D. Has agency ever lost a major client for whom it was providing services within the last five years? (e.g.; workers' comp., drug screening, pre-employment physical, etc.)
Please provide name and address of group, period of time service provided, nature of arrangements, and reason for cessation.
- G. Provide complete information on your agency's staffing, both administrative and professional, including licenses, experience, and medical specialty, that will be specifically assigned to this contract.
- H. List any programs you can provide to assist low-income students.
- I. List all of the agency's community or hospital affiliations.
- J. List all of the agency's PPO group affiliations.
- K. Are all of agency's physicians affiliated with Blue Cross Prudent Buyer PPO? If not, please explain.
- L. List hours and days that services are available at the agency.
- M. Provide addresses of all facilities if you have multiple locations.
- N. Will your medical facility agree to a three (3)-year contract? If not, indicate the length of agreement preferred.

4. **Terms and Conditions of Agreement**

- A. The District will consider entering into a three (3)-year agreement; from August 31, 2023 through August 30, 2026.

- B. A form of the agreement to be signed by the District (“Agreement”) is attached to this RFP as Exhibit “A”.
- C. Provider must furnish the District with detailed monthly and annual reports as to the number of students receiving services and the type of services rendered.
- D. Students requesting services must furnish provider with proof of enrollment by presenting an Imperial Valley College Student Identification Card or other photo identification such as a valid driver’s license or California Identification Card and a current class schedule. Health services are available from the first day of the semester or session in which the student is enrolled until the day prior to the start of the following semester. Students who dropped all classes are no longer eligible for health care services (Refer to IVC Academic Calendars’ website: [here](#) for semester and session enrollment dates).
- E. Compensation shall be payable as set forth in the Agreement.

5. Evaluation and Selection Process

- A. All proposals should be received by the District by Friday June 2, 2023, no later than 4:00 p.m. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- B. Following receipt of the proposals, the District’s evaluation committee composed of administrative staff, faculty, and students will review and evaluate all proposals submitted.

A 100–point scale will be used to create the final evaluation recommendation. The criteria are weighted and the proposals will be evaluated as follows:

Criteria	Points
Vendor’s overall proposal content	10
Vendor’s response to scope of services: Sections A, B	30
Vendor’s response to scope of services: Section C	10
Relevant experience and/or past performance	10
Evidence of ability to provide the requested services	10
Respondent’s price and fee performance of work requested	30
Highest Possible Score	100

- C. Prior to engaging in negotiations with any respondent, the District will conduct interviews of all respondents timely submitting an RFP response. Interviews might happen on the following dates: June 8, 2023 – June 9, 2023.
- D. The evaluation process will include legal due diligence review and may include visiting the provider’s facilities.
- E. All decisions made by the District are final and not open to arbitration. The District in its sole discretion reserves the right to choose the respondent it believes best meets the needs of its students.

6. District RFP Contact Person

Questions and all other communications relating to the RFP must be submitted in writing and directed to the District RFP contact:

Dr. James Dalske
 Dean of Student Affairs and Enrollment Services
 Email address: james.dalske@imperial.edu

All questions and request for clarification, and the District’s response will be posted on the District’s website www.imperial.edu/RFP.

Exhibit "A"

**INDEPENDENT CONTRACTOR AGREEMENT FOR
STUDENT HEALTHCARE SERVICES**

This Independent Contractor Agreement for Student Healthcare Services ("Agreement") is made and entered into as of the _____ day of _____, 2023 by and between the Imperial Community College District, ("District") and _____ ("Contractor"), (together, "Parties").

WHEREAS, District has duly determined that it requires healthcare services to be provided to its qualified students enrolled at the District's Imperial Valley College, located at 380 E. Aten Road in Imperial, California (collectively, "Services"), pursuant to this Agreement; and

WHEREAS, Contractor is specially trained, experienced, and competent to perform the Services required by District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the healthcare services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Contractor shall commence providing services under this Agreement on August 31, 2023 and will diligently perform as required and complete performance by August 30, 2026.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: _____

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$____.00). District shall pay Contractor according to the following terms and conditions:

4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Contractor submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services is as follows:

- 4.1.1. _____
- 4.1.2. _____
- 4.1.3. _____
- 4.1.4. _____

4.1.5. _____

- 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement.
5. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
6. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.
7. **Independent Contractor.** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.
 - 8.2. **Due Diligence.** Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.
 - 8.3. **Meetings.** Contractor and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

8.4. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. **Deliverables.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.

10. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

12. **Termination.**

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.2.1. material violation of this Agreement by the Contractor; or

12.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

12.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification.

13.1. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor ("Claim"). Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

13.2. Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 13.1 above. Contractor's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 13.1 above. Contractor's obligation to indemnify shall not be restricted to insurance proceeds.

13.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor from amounts owing to Contractor.

14. Insurance.

14.1. **Coverage.** The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability - Medical Malpractice Each Occurrence Annual Aggregate	 \$ 5,000,000 \$10,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employer's Liability Insurance.**

Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).**

Professional Liability Insurance as appropriate to the Contractor's profession through completion of the Services. If coverage is on a claims-made basis, coverage shall continue through completion of Services plus seven (7) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 14.2.3. An endorsement stating that the District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
16. **Certificates/Permits/Licenses/Registrations.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.
17. **COVID-19 Vaccination / Testing Requirements.** For all employees, volunteers and agents of Contractor entering District property or facilities, Contractor shall comply with all applicable federal, state and local laws and public health orders regarding COVID-19 including, if applicable at the time Contractor performs the Services, COVID-19 vaccination requirements.

18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
19. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 20.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 20.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
21. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
23. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Imperial Community College District
380 E. Aten Rd.
Imperial CA, 92251
ATTN: Dean of Student Affairs and
Enrollment Services

Contractor:

[Contractor]
[Address]
[City, State Zip]
ATTN: [Name, Title]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

24. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
25. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
26. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
27. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
28. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
29. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
30. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
31. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that

party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

32. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
33. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
34. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
35. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20__

Dated: _____, 20__

Imperial Community College District

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Contractor:

License No.: _____

_____:

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ___ Individual
- ___ Sole Proprietorship
- ___ Partnership
- ___ Limited Partnership
- ___ Corporation, State: _____
- ___ Limited Liability Company
- ___ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor's entire Proposal is **not** made part of this Agreement.

A. Definitions. For purpose of this Agreement, the following terms have the meanings set forth below.

1. "Qualified Student(s)" shall mean those students who are enrolled in the current semester or session at Imperial Valley College who meet all the eligibility requirements to receive Services and for whom the Contractor receives the compensation required under this Agreement.

a) Students requesting services must furnish Contractor with proof of enrollment by presenting an Imperial Valley College Student Identification Card or other photo identification such as a valid driver's license or California Identification Card and a current class schedule.

b) Health services are available from the first day of the semester in which the student is enrolled until the day prior to the start of the following semester, unless District does not authorize Services during "No Classes" weeks.

c) Students who drop all classes are no longer eligible for Services.

2. "Services" shall mean the Primary Care Professional Services, Specialty Care, and Value-Added Services as described below and which Contractor shall deliver free of charge or at a reduced cost to Qualified Students. Any healthcare services, other than the Services set forth herein are specifically excluded, and Contractor is not obligated to provide any healthcare services other than the Services described herein.

3. "Student Health Program" shall mean the program of student healthcare services that the District has arranged to provide to Qualified Students and for which Qualified Students have paid student fees.

B. Primary Care Professional Services. Contractor shall provide the following services to Qualified Students free of charge. Primary care professional services offered are many and varied to integrate the biological, clinical and behavioral sciences. The scope encompasses all ages, both sexes, and each organ system.

1. General and Age-Specific Screenings. Body Mass Index (BMI), diabetes and blood pressure, respiratory assessment, vision, cholesterol, lipid profile (at annual health fair), psychological/mental health, sexually transmitted diseases (STD).

2. Physical Examinations. Physical examinations shall be available for Qualified Students participating in academic programs requiring physical exams, including students engaged in inter-colleges sports.

3. Immunizations. Diphtheria, Tetanus, Polio, Influenza, Measles, MMR.

4. Minor Emergency Medical Treatment. Including, but not limited to burns, fractures, minor lacerations, sprains, strains, etc.

5. Minor Non-Emergency Medical Treatment. Including, but not limited to fever, bronchitis, colds, flu, respiratory infections, urinary tract infection (UTI), and similar.

6. General Medical Evaluations and Treatment for Acute Medical Problems. General medical evaluation and treatment for acute medical problems and illnesses or conditions that are not chronic in nature. The scope of services provided is intended to be broad and oriented toward acute disorders, but is not all-inclusive. Some conditions not covered would be cancer, diabetes care, chronic kidney disease, chronic obstructive pulmonary disease, chronic arthritis, obstetric, epilepsy, and chronic neurotic disorders.

7. Laboratory Testing. Blood sugar, cholesterol, PPD.

8. Women and Men's Health Care. Sexual responsibility and STD education.

9. Diabetes and Hypertension Education and Outreach. Diabetes and hypertension education and outreach shall be performed by a professional specialized in prevention, education, and guidance in the mentioned diseases.

10. Minor Surgical Procedures. [List Minor Surgical Procedures as provided in Contractor's Proposal.]

11. Generic Drugs. [List Generic Drugs as provided in Contractor's Proposal.]

12. Other Services.

a) **Communicable Diseases.** Contractor shall report all cases of communicable diseases to the County Health Department, as required by law, and to the specified District Administrator. [As provided by Contractor's Proposal, list any communicable diseases that cannot be reported to the college due to privacy laws.]

b) **Health and Wellness Outreach Events.** Contractor shall participate in campus health and wellness events promoting health care services for students as requested by the District. Minimum one (1) student health fair per semester will be planned, coordinated, and executed under the supervision of the District's assigned supervisor.

c) **Psychological Screening.** Psychological screenings with appropriate linkage to District's Mental Health Counseling Services and/or referrals to outside mental health facilities shall be performed.

d) **Community Referrals.** Community referrals include, but are not limited to Imperial County Health Department, Planned Parenthood, Dental Association, Imperial County Behavioral Health Services, Crisis/Suicide Prevention Hotline, AIDS Hotline, Department of Social Services, and Covered California/Medi-Cal Information Registration. Should specialty care be required outside of the student health services programs, a full panel of consultants shall be maintained.

C. Specialty Care. Contractor will provide specialty care services, not covered above, free of charge or at a discounted rate:

1. [List Specialty Care and Discounted Rates or Free of Charge as provided in Contractor's Proposal.]
2. [List Specialty Care and Discounted Rates or Free of Charge as provided in Contractor's Proposal.]
3. [List Specialty Care and Discounted Rates or Free of Charge as provided in Contractor's Proposal.]

D. Value-Added Services. Contractor will provide additional services not covered above free of charge or at a discounted rate:

1. [List Value-Added Services and Discounted Rates as provided in Contractor's Proposal.]
2. [List Value-Added Services and Discounted Rates as provided in Contractor's Proposal.]
3. [List Value-Added Services and Discounted Rates as provided in Contractor's Proposal.]

E. Provision of Services.

1. Contractor shall ensure Services are provided Monday through Friday, 8:00 a.m. to 5:00 p.m. during official Imperial Valley College Academic or Workdays.

2. No Billing of Qualified Students. Notwithstanding anything to the contrary contained in this Agreement, except for healthcare services not covered under this Agreement, the Contractor will not bill, charge, collect a deposit from, seek compensation or remuneration or reimbursement from, or have any recourse against any Qualified Student or any person (other than District) acting on behalf on any Qualified Student for any of the Services.

3. No Discrimination on the Basis of Health or Protected Status/ Equal Opportunity/ Affirmative Action. Contractor shall not unlawfully discriminate against any Qualified Student on the basis of source of payment, medical condition, or in any manner in regards to access to and the provision of Services nor shall Contractor unlawfully discriminate against any Qualified Student, employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, physical handicap, marital status, age or sex.

4. Confidentiality of Protected Health Information. District and Contractor each acknowledge that it is a "Covered Entity," as defined in the Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) adopted by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "Privacy Rule"). Each party shall protect the confidentiality of Protected Health Information (as defined in the Privacy Rule) and shall otherwise comply with the requirements of the Privacy Rule and with all other state and federal laws governing the confidentiality of medical information.

F. Contractor Responsibilities.

1. **Professional Standards.** All Services provided or arranged by the Contractor shall be arranged or offered by duly licensed, certified or otherwise authorized personnel; in a culturally competent manner and at physical facilities in accordance with (i) professionally

recognized standards of practice at the time of treatment, (ii) the requirements of California and federal law, and (iii) the standards of applicable accreditation organizations.

- a) Nothing contained in this Agreement shall be interpreted to discourage or prohibit the Contractor from discussing treatment options or providing other medical advice or treatment deemed appropriate by the Contractor.
- b) The Contractor shall have the sole responsibility for the care, treatment and communication of treatment options available to Qualified Students under the Contractor's care.
- c) The Contractor's nurse(s) shall be members of the Health Services Association of California Community Colleges ("HSACCC") or the American College Health Association ("ACHA"). Contractor shall fund the nurse(s) attendance to selected conferences offered by HSACCC or ACHA to learn best practices in providing services at a Student Health Center.

2. Licensure. The Contractor shall maintain its licensure as a general acute care clinic or hospital under California law, and shall ensure that each of its employees shall maintain in good standing at all times during the term of this Agreement the licenses or certifications required by California and federal law to provide the Services.

3. Medical Records. The Contractor shall maintain all patient medical records relating to Services provided to Qualified Students, in such form and containing such information as required by California and federal law.

- a) Medical records shall be maintained in a manner that is current, detailed, organized and permits effective patient care and quality review by the Contractor.
- b) Medical records shall be processed and maintained in a form and physical location, which is accessible to District assigned administrator and applicable to governmental healthcare agencies.
- c) Upon reasonable request, unless a shorter more specific time frame is required under California or federal law, Contractor shall provide to District or applicable governmental healthcare agencies, copies of Qualified Student medical records for purposes of conducting quality assurance, claims processing, verification and payment, resolving Qualified Student grievances and appeals consistent with California and federal law.
- d) The Contractor shall maintain the confidentiality of all Qualified Student medical records and treatment information in accordance with California and federal law and have procedures in place that specify the purpose for which the information will be used within the Contractor's organization and to whom and for what purposes the Contractor may disclose the information outside of the Contractor's organization.
- e) The Contractor shall release such medical information only upon proper written authorization from the Qualified Student and/or in accordance with applicable California and federal law.
- f) Medical records shall be retained by the Contractor for at least seven (7) years following the provisions of Services and as required by California and federal law.

g) The provisions of this Section regarding Medical Records shall survive termination of this Agreement for the period required by California and federal law.

4. Reporting. Contractor shall furnish detailed monthly and annual reports as to the number of students receiving services, the type of services provided, and locations of service delivery.

C. District Responsibilities. District shall perform such administrative, accounting, enrollment, eligibility verification and other functions necessary for the administration and operation of the Student Health Program. District shall provide the Contractor with such information and data as are reasonably necessary for the Contractor to carry out the terms and conditions of this Agreement. In addition, District shall be obligated as follows:

1. Provide On-site Administrative Supervision. District shall assigned a Student Health Center Administrator who will oversee and work closely with Contractor's personnel to ensure general services are appropriately delivered as per Qualified Students' needs and abiding to District's policies.

2. Identification of Qualified Students. District shall arrange for the distribution of identification cards to Qualified Students. Possession of a current identification card shall not, however, constitute confirmation of eligibility, and District shall furnish the Contractor with written procedures to use for the purpose of verifying eligibility.

D. Appeals and Grievances.

1. Claims Against District. District shall be responsible for resolving claims for under the Student Health Program and all other claims against District.

a) District shall resolve such claims utilizing the District's Appeals and Grievance procedure.

b) Contractor shall use reasonable efforts to assist District in the handling of Qualified Student complaints, grievances and appeals, consistent with the District and the Contractor's Appeals and Grievance Procedures.

2. Disputes Between the Contractor and Qualified Students. Controversies or claims between the Contractor and a Qualified Student arising out of Contractor's performance of this Agreement, other than claims for benefits under the Student Health Program, are not governed by this Agreement. Contractor and the Qualified Student may seek any appropriate legal action to resolve such controversy or claim deemed necessary.

EXHIBIT "B"
HOURLY BILLING RATES

Contractor's entire proposal is **not** incorporated.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)