

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL No.: A-19

**STUDENT HEALTH SERVICES PROVIDER,
CHABOT COLLEGE**

Proposal Due:

THURSDAY, JULY 19, 2018 at 4:00 pm



**Return Proposals To:
District Office
Purchasing & Warehouse Services Department
7600 Dublin Blvd., 3rd Floor
Dublin, California 94568**

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INTRODUCTION

The Chabot-Las Positas Community College District (hereinafter the “District”) is inviting interested health services agencies to submit their proposals to operate the Student Health and Wellness Center (hereinafter the “Health Center”) for the **Chabot College** campus located at 25555 Hesperian Boulevard in Hayward, California.

BACKGROUND

The Chabot-Las Positas Community College District has two college campuses: Chabot College in Hayward and Las Positas College in Livermore. The District was founded in 1961 and serves the San Francisco East Bay Area, particularly southern Alameda County, including the district communities of Castro Valley, Dublin, Hayward, Livermore, Pleasanton, San Leandro, San Lorenzo, Sunol and Union City. The colleges specialize in university transfer, technical training, continuing education, workforce development, contract education with local businesses and cultural enrichment. Chabot College serves approximately 14,500 students and employs more than 300 administrators, faculty and classified staff. Members of a seven-member Board of Trustees set policy for the District. Chabot College serves as the primary feeder community college to California State University, East Bay, and awards Certificates of Proficiency, Certificates of Achievement, Associate of Arts and Sciences Degrees, Transfer Degrees and Transfer Programs to all University of California, California State University and private institutions of higher education.

SERVICES TO BE PROVIDED

Chabot wishes to establish and operate a health care center on its Campus to provide health care services including non-emergency medical care, health care guidance, medical referral services and preventive health care services to its students (“the Health Center”); The Health Center shall provide to the students of Chabot the following services (referred to hereinafter collectively as “Health Center Services”).

- A. Non-emergency care of mild acute infections and minor injuries and illnesses (“Primary Care Services”) including evaluation, treatment and prescription, and distribution of over the counter medications during posted office hours, insofar as such Primary Care Services may be provided within the scope of practice of a Nurse Practitioner.
- B. Screening and referral services to local health care providers, physicians, therapists, and other health care professionals where necessary and appropriate. Where appropriate, students will be referred to their established health providers or personal physicians.
- C. Preventative health information and screening, including but not limited to: blood pressure screening, smoking cessation program, substance abuse information, tuberculosis screening, cholesterol screening, AIDS, HIV, and STDs.
- D. Provide health education, prevention information, materials and programs.

E. Provide low cost services for: pregnancy testing (on site), immunizations (on site), flu shots (on site), TB testing (on site), lab work (off site – 3 locations to be distributed to student at time of referral).

FACILITY OPERATIONS

A. The Health Center shall be under the overall direction and supervision of a medical director, who shall be a licensed physician qualified to practice medicine in the State of California. The Health Center shall be staffed during all hours of operation by a nurse practitioner qualified to provide Primary Care Services and other Health Center Services.

B. Hours of operation for the Health Center shall be a minimum of forty (40) hours per week including evening hours during the regular scheduled academic calendar on a regular and posted schedule. Depending upon volume, the hours may be changed by mutual agreement of the parties.

C. The Health Center shall serve students officially enrolled at Chabot College exclusively, and shall not be available to, or provide health care services for, or on behalf of any other persons. The Health Center shall provide the services of a physician to serve as the “Medical Director” of the Health Center. The Medical Director’s duties shall include, but shall not be limited to, supervising all Health Center Services, developing performance standards for Health Center personnel to ensure quality patient care, assuring that Primary Care Services are available at the Health Center during all hours of operation, and approving referrals of Health Center patients to other health care professionals as appropriate. 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.

D. The Health Center shall also provide a nurse practitioner experienced in preventative diagnostic treatment. All non-physician personnel shall be licensed and/or certificated as required, and shall only provide services within the scope of such license or certification. At no time shall any non-physician personnel supplied be considered employees of College District. However, the Nurse Practitioner will be invited to attend and participate in any relevant Chabot College department or administrative meetings.

All non-physician personnel supplied under this Agreement are required to abide by the College District’s Board Policies and Administrative Procedures.

Nurse Practitioner - Lead 1.0 FTE

- 40/hrs a week for 10 weeks (Summer)
- 40/hrs a week for 20 weeks (Fall)
- 40/hrs a week for 20 weeks (Spring)

Nurse Practitioner - .75 FTE

- 30/hrs a week for 17 weeks (Fall)
- 30/hrs a week for 17 weeks (Spring)

Medical Assistant - .6 FTE (except Summer)

- 32/hrs a week for 9 weeks (Summer) .8 FTE
- 24/hrs a week for 17 weeks (Fall)
- 24/hrs a week for 17 weeks (Spring)

Office Assistant - .75 FTE

- 30/hrs a week for 17 weeks (Fall)
- 30/hrs a week for 17 weeks (Spring)

Contracted vendor/consultant shall furnish the Health Center with such equipment and supplies as are necessary for the provision of Health Center Services. Contracted vendor shall provide the services of its departments, including but not limited to personnel, accounting, marketing, purchasing and medical records as necessary for the management of its own personnel and the provision of clinical services in the operation of the Health Center.

REPORTS AND RECORDS:

Contracted vendor shall prepare written records and reports of Health Center Services performed herein. Contracted vendor shall also prepare records and reports documenting all costs incurred in providing services hereunder. Such reports shall be provided to Chabot within a reasonable time from Chabot's request, subject to applicable privacy laws and regulations.

WASTE DISPOSAL:

The disposal of medical or hazardous waste generated by Contracted vendor shall be the sole responsibility of Contracted vendor and shall be disposed of in accordance with all applicable laws. Normal office operation related trash will be disposed of by Chabot College.

PHYSICIAN REFERRAL:

Contracted vendor shall arrange for local physicians to be available to provide professional medical services to Chabot students who are in need of more extensive medical care than is provided at the Health Center and who do not have an established relationship with a physician or other appropriate health care provider. The physicians shall be members in good standing of Contracted vendor's medical staff but students shall not be required to use the services of the referral physician.

QUESTIONS/CONTACT PERSON

The District will accept written questions via e-mail to mkritscher@chabotcollege.edu until **4:00 p.m. Pacific Standard Time on Thursday, July 12, 2018** using the Proposal Question Form located <http://www.clpccd.org/business/RFP-A-19.php>. The District will respond to each question by an addendum which will be issued on **Monday, July 16, 2016** to all firm(s) by posting the addendum to the website at: <http://www.clpccd.org/business/RFP-A-19.php>.

SCHEDULE OF EVENTS

Pre-Proposal Conference Meeting	Monday, July 9, 2018
Request for Information Deadline to District	Thursday, July 12, 2018
Distribute Addendum 1	Monday, July 16, 2018
Proposals Due - (4PM)	Thursday, July 19, 2018
Interviews of the Short-Listed Firms	Thursday, July 26, 2018
Board of Trustees Meeting for Award	Tuesday, August 21, 2018

The Pre-Proposal Conference Meeting will be held at Chabot College. 25555 Hesperian Blvd, 25 Live Room 405, Hayward CA, 94545 at 1:00PM on Monday July 9, 2018.

Shortlisted candidates will receive notice for interview, see above schedule for interview date; time and location will be determined once review is completed.

PROPOSAL FORM

TO: CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, a California Community College District, acting by and through its Board of Trustees (the "District"), 7600 Dublin Blvd., 3rd Floor, Dublin, California 94568.

FROM:

(Firm Name of Proposer)

(Address)

(City, State, Zip Code)

(Telephone, Facsimile and Email)

(Name(s) of Proposer's Authorized Representative(s))

1. Proposal.

1.1 Proposal Amount is a lump sum/ fixed price basis of \$ _____ . The undersigned Proposer proposes and agrees to provide the services, equipment, supplies, and related reports/documentation required for the Request for Proposal described as: Student Health Services Provider. A schedule of hourly rates for various classes of employees is attached.

1.2 Acknowledgment of Proposal Addenda. If applicable. In submitting this Proposal, the undersigned Proposer acknowledges receipt of all Proposal Addenda issued by or on behalf of the District, as set forth below. The Proposer confirms that this Proposal incorporates, and is inclusive of, all items or other matters contained in Proposal Addenda.

Addenda Nos. _____ received, acknowledged, and incorporated into this Proposal. (Initial) _____

2. Documents Accompanying Proposal. The Proposer has submitted with this Proposal the following: (a) Statement of Qualifications for Professional Services (Attachment A); (b) Non-Collusion Affidavit (Attachment B); (c) Required documents (schedule of hourly rates for various classes of employees) as stated in this RFP; (d) Proposal Form; (e) Workers Compensation Form (Attachment C); and Drug Free Certification Form (Attachment D). The Proposer acknowledges that if this Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the RFP document and in each of the foregoing documents, the Proposal may be rejected as non-responsive.

3. Award of Contract. The successful bidder will be required to enter into a Professional Services Agreement with the District. It is the intent of the District to issue a Purchase Order. It is expected that the successful contractor(s) will meet all requirements of this Proposal and the purchase order.

4. Acknowledgement and Confirmation. The undersigned Proposer acknowledges its receipt, review and understanding of the business requirements, scope of work and services, and other contract documents pertaining to this Proposal. The undersigned Proposer certifies that the contract documents are, in its opinion, adequate, feasible, and complete. The undersigned Proposer certifies that it has all necessary equipment, personnel, materials, technical and financial ability to complete the Work and Services for the amount of Proposal herein within the Contract time and in accordance with the Contract Documents.

PROPOSAL SIGNATURE FORM

The undersigned agrees to:

Provide all services for Chabot-Las Positas Community College District.

All equipment, accessories and services shall comply with the applicable Federal and State Law, Codes, Regulations, and Requirements.

By: _____
(Authorized Signature)

(Typed or Printed Name)

(END OF SIGNATURE FORM)

**CONTRACTED VENDOR HEALTHCARE – CONTRACTED VENDOR
STUDENT HEALTH CENTER AGREEMENT**

This Student Health Center Agreement (“Agreement”) made and entered into the 1st day of January, 2019 by and between Chabot-Las Positas Community College District (“College District”) and Contracted Vendor Health Agency.

RECITALS

WHEREAS, Chabot-Las Positas Community College District is a public institution of higher education. It is comprised of two college campuses. This Agreement is only effective for the one identified as Chabot College (“Chabot”) located at 25555 Hesperian Blvd., Hayward, California (the “Campus”);

WHEREAS, Chabot wishes to establish and operate a health care center on its Campus to provide health care services including non-emergency medical care, health care guidance, medical referral services and preventive health care services to its students (“the Health Center”);

WHEREAS, Contracted Vendor Health Agency is the owner and operator of a licensed health services organization;

WHEREAS, Chabot wishes to engage the specialized skills and knowledge of Contracted Vendor such as personnel, administrative and other support services described below to assist Chabot in the successful operation of the Health Center and the delivery of health care services to its students;

WHEREAS, Contracted Vendor, and Chabot College have determined that both their missions can be achieved more effectively through mutually beneficial relationship that links together the unique capabilities of each party;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, Chabot and Contracted Vendor hereby agree as follows:

ARTICLE 1. HEALTH CENTER FACILITY OPERATIONS

1.01. Services: The Health Center shall provide to the students of Chabot the following services (referred to hereinafter collectively as “Health Center Services”). Health Center Services refers exclusively to those services provided to students of Chabot.

- A. Non-emergency care of mild acute infections and minor injuries and illnesses (“Primary Care Services”) including evaluation, treatment and prescription, and distribution of over the counter medications during posted office hours, insofar as such Primary Care Services may be provided within the scope of practice of a Nurse Practitioner.
- B. Screening and referral services to local health care providers, physicians, therapists, and other health care professionals where necessary and appropriate. Where appropriate, students will be referred to their established health providers or personal physicians.

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- C. Preventative health information and screening, including but not limited to: blood pressure screening, smoking cessation program, substance abuse information, tuberculosis screening, cholesterol screening, AIDS, HIV, and STDs.
- D. Provide health education, prevention information, materials and programs.
- E. Provide low cost services for: pregnancy testing (on site), immunizations (on site), flu shots (on site), TB testing (on site), lab work (off site – 3 locations to be distributed to student at time of referral).

1.02 Facility Operations

- A. The Health Center shall be under the overall direction and supervision of a medical director, who shall be a licensed physician qualified to practice medicine in the State of California. The Health Center shall be staffed during all hours of operation by a nurse practitioner qualified to provide Primary Care Services and other Health Center Services.
- B. Hours of operation for the Health Center shall be a minimum of **forty (40)** hours per week including evening hours during the regular scheduled academic calendar on a regular and posted schedule. Depending upon volume, the hours may be changed by mutual agreement of the parties.
- C. The Health Center shall serve students officially enrolled at College exclusively, and shall not be available to, or provide health care services for, or on behalf of any other persons.

ARTICLE 2. CONTRACTED VENDOR HEALTH AGENCY SERVICES

2.01 Medical Director: Contracted Vendor shall provide the services of a physician to serve as the “Medical Director” of the Health Center. If the Medical Director is terminated or resigns, Contracted Vendor shall provide an interim Medical Director qualified with the same criteria as the previous Medical Director. The Medical Director’s duties shall include, but shall not be limited to, supervising all Health Center Services, developing performance standards for Health Center personnel to ensure quality patient care, assuring that Primary Care Services are available at the Health Center during all hours of operation, and approving referrals of Health Center patients to other health care professionals as appropriate. 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 Contracted Vendor and shall be subject to the approval of the College. The duties of the Medical Director pursuant to this Section may be performed by a designee of the Medical Director. At no time will the Medical Director, designee, or other personnel under this Agreement be considered employees of the College District. The Medical Director shall not be required to be on-site at any particular time or times.

Contracted Vendor will require the Medical Director and designee to abide by the College District’s Board Policies and Administrative Procedures.

2.02 Non-Physician Personnel: Contracted Vendor shall also provide a nurse practitioner, at Contracted Vendor's sole expense, experienced in preventative diagnostic treatment. All non-physician personnel shall be licensed and/or certificated as required, and shall only provide services within the scope of such license or certification.

At no time shall any non-physician personnel supplied by Contracted Vendor be considered employees of College District. However, the Contracted Vendor Nurse Practitioner will be invited to attend and participate in any relevant Chabot College meetings.

Contracted Vendor will require all non-physician personnel supplied under this Agreement to abide by the College District's Board Policies and Administrative Procedures.

Contracted Vendor shall provide the following for the 20xx contract year:

Nurse Practitioner - Lead 1.0 FTE

- 40/hrs a week for 10 weeks (Summer)
- 40/hrs a week for 20 weeks (Fall)
- 40/hrs a week for 20 weeks (Spring)

Nurse Practitioner - .75 FTE

- 30/hrs a week for 17 weeks (Fall)
- 30/hrs a week for 17 weeks (Spring)

Medical Assistant - .6 FTE (except Summer)

- 32/hrs a week for 9 weeks (Summer) .8 FTE
- 24/hrs a week for 17 weeks (Fall)
- 24/hrs a week for 17 weeks (Spring)

Office Assistant - .75 FTE

- 30/hrs a week for 17 weeks (Fall)
- 30/hrs a week for 17 weeks (Spring)

2.03 Supplies and Equipment: Contracted Vendor shall furnish the Health Center with such equipment and supplies as are necessary for the provision of Health Center Services. Contracted Vendor shall maintain all equipment in good order. If Contracted Vendor purchases initial capital equipment (e.g., examination table, chairs, file cabinets, etc.), repayment of the total cost of equipment (and the cost of replacing equipment which becomes worn out or obsolete, subject to review and approval by Chabot) will be repaid to Contracted Vendor. Contracted Vendor shall consult with Chabot from time to time regarding the performance of its objections pursuant to this Section. It is understood when Contracted Vendor has been reimbursed for initial capital equipment and/or replacement equipment, said equipment will belong to College District.

2.04 Other Services: Contracted Vendor shall provide the services of its departments, including but not limited to personnel, accounting, marketing, purchasing and medical records as necessary for the management of its own personnel and the provision of clinical services in the operation of the Health Center.

- 2.05 Reports and Records: Contracted Vendor shall prepare written records and reports of Health Center Services performed herein. Contracted Vendor shall also prepare records and reports documenting all costs incurred by Contracted Vendor in providing services hereunder. Such reports shall be provided to Chabot within a reasonable time from Chabot's request, subject to applicable privacy laws and regulations.
- 2.06 Waste Disposal: The disposal of medical or hazardous waste generated by Contracted Vendor shall be the sole responsibility of Contracted Vendor and shall be disposed of in accordance with all applicable laws. Normal office operation related trash will be disposed of by Chabot.
- 2.07 Physician Referral: Contracted Vendor shall arrange for local physicians to be available to provide professional medical services to Chabot students who are in need of more extensive medical care than is provided at the Health Center and who do not have an established relationship with a physician or other appropriate health care provider. The physicians shall be members in good standing of Contracted Vendor's medical staff but students shall not be required to use the services of the referral physician.

ARTICLE 3. CHABOT COLLEGE DUTIES

- 3.01 Operation: Chabot shall have overall responsibility and administrative control with respect to all aspects of the operation of Health Center. Chabot shall consult with Contracted Vendor concerning the administrative operation of the Health Center.
- 3.02 Health Center Space and Parking: Chabot shall, at its expense, furnish space, desks, exam tables, file cabinets, window coverings, floor coverings, and utility hookups that are adequate to provide Health Center Services to students and which are acceptable to Contracted Vendor and Chabot. Said space is hereinafter referred to as "Health Center Space". The Health Center Space shall be used exclusively for the operation of the Health Center. Chabot shall, at its expense, provide all improvements, furniture furnishings, equipment and supplies for the Health Center Space, other than the equipment and supplies to be furnished by Contracted Vendor under section 2.03. Chabot shall maintain the Health Center Space in good maintenance and repair and in clean and sanitary condition.

Additionally, Chabot shall, at its expense, provide parking space for Contracted Vendor professional staff while they are working in the Health Center. Chabot shall, at its expense, additionally provide non-reserved temporary parking spaces for Contracted Vendor professional staff while they are working in the Health Center.

On the last day of the term hereof, or on any sooner termination, Contracted Vendor shall surrender the Health Center Space to Chabot in the same condition as received, ordinary wear and tear excepted but clean and free of debris. Any damage or deterioration of the Health Center Space shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Contracted Vendor. Except as

otherwise stated in the Agreement, Contracted Vendor shall leave the airlines, power panels, electrical distribution, lighting fixtures, air conditioning, window coverings, wall coverings, carpets, wall paneling, ceilings and plumbing on the Health Center Space and in good operating condition.

3.03 Alterations and Additions: Contracted Vendor shall not, without Chabot's prior written consent make any alterations, improvements, additions, utility installations or repairs in, on or about the Health Center Space or other College Property. As used in this Section, the term "Utility Installation" shall mean carpeting, window and wall coverings, power panels, electrical distribution, lighting fixtures, air conditioning, plumbing, and telephone and telecommunications wiring and equipment. At the expiration of the Agreement, Chabot may require the removal of any or all of said alterations, improvements, additions or utility installations, and the restoration of the Health Center and College Property, to their prior condition, at Contracted Vendor's expense.

Any alterations, improvements, additions, or utility installations in or about the Health Center or other Chabot's property that Contracted Vendor shall desire to make shall be presented to Chabot in written form, with proposed detailed plans. If Chabot gives its consent to Contracted Vendor making such alteration, improvement, addition or utility installation, the consent shall be deemed conditioned upon Contracted Vendor acquiring all necessary permits to do so from the applicable governmental agencies, furnishing a copy thereof to Chabot's administration prior to the commencement of the work, and compliance by Contracted Vendor with all conditions of said permit in a prompt and expeditious manner.

Contracted Vendor shall provide Chabot with as-built plans and specification for any alterations, improvements, additions or utility installations.

3.04 Chabot College Expenses: Chabot will provide Contracted Vendor reasonable postage expenses which are specifically related to the services at the Health Center. Contracted Vendor shall have reasonable access to, for Health Center Services related matters only, the Chabot print center and program facilities. Chabot shall provide reasonable student help, reasonable telephone charges, janitorial services, Internet service, and reasonable utilities. These expenses shall be paid for from Student Health Fees and other sources as appropriate. Disbursements to Contracted Vendor under Section 4.02 of this Agreement, shall reflect a deduction for expenses paid under this Section.

3.05 Non-Reimbursable Expenses: All other expenses incurred by Contracted Vendor as part of it providing services in accordance with this Agreement shall be the sole responsibility of Contracted Vendor, unless expressly provided for in this Agreement.

3.06 Eligibility: Chabot shall provide Contracted Vendor with such information as Contracted Vendor may reasonably request in order to determine the eligibility of individuals for services under this Agreement, and to facilitate the provision of such services.

ARTICLE 4. BUDGET DEVELOPMENT AND DISBURSEMENTS

4.01 Annual Budget: Contracted Vendor and Chabot will develop an annual budget projecting revenue and expenses. This time-frame for development of the budget shall be in accordance with the Chabot College budget calendar.

4.02 Disbursements: Disbursements to Contracted Vendor: Chabot shall make payments to Contracted Vendor on or before the Fifteenth (15th) day of May in the amount of xxxx and the Fifteenth (15th) day of November in the amount of xxxx plus the payments to be made pursuant to Section 2.03. Any mutually agreed upon budgeted adjustments to cover increased expenses or new expenditures shall be made prior to the close of the College fiscal year on June 30th. All mutually agreed upon budget adjustments shall be in writing.

The disbursement as provided in this Section and Section 2.03 shall constitute Contracted Vendor's total right to remuneration from Chabot for services performed by Contracted Vendor and its participants assigned to the Health Center under this Agreement, and shall include all payment for Contracted Vendor's costs, including wages or salaries owed to Contracted Vendor participants, statutory coverages (e.g., workers' compensation insurance, unemployment insurance, FICA, and the like), fringe benefits, administrative and clerical support, insurance, overhead, and all other expenses and expenditures, including applicable sales, use, employment related, or other taxes.

ARTICLE 5. INSURANCE

5.01 Contracted Vendor Health Agency Insurance: Contracted Vendor, in connection with its performance under this Agreement, shall maintain throughout the entire term of this Agreement commercial general liability and professional liability insurance or a program of self-insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, including contractual liability insurance covering assumption of liability under this Agreement at a limit of not less than One Million Dollars (\$1,000,000.00) each occurrence (combined single limit). Contracted Vendor shall name Chabot-Las Positas Community College District as an additional insured. Coverage shall be limited to acts or omissions by Contracted Vendor staff.

However, if such insurance is written on a commercial claims-made form, following the termination of this Agreement, tail coverage shall be provided for a period of no less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement. Contracted Vendor shall provide to Chabot written documentation evidencing such insurance coverage prior to the effective date of this Agreement.

Contracted Vendor will maintain comprehensive property insurance on its own equipment used at the Chabot campus.

5.02 Chabot College Insurance: Chabot, 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 (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, including contractual liability insurance covering assumption of liability under this Agreement at a limit of not less than One Million Dollars (\$1,000,000.00) each occurrence (combined single limit). However, if such insurance is written on a commercial claims-made form, following the termination of this Agreement, tail coverage shall be provided for a period of no less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement. Chabot-Las Positas Community College District shall name Contracted Vendor as an additional insured. Coverage shall be limited to acts or omissions by Chabot-Las Positas Community College District. Chabot shall provide to Contracted Vendor written documentation evidencing such insurance coverage prior to the effective date of this Agreement. Chabot will maintain comprehensive property insurance on its own building and equipment.

5.03 Both Parties Insurance: Both parties to this Agreement will carry the following coverage:

- A. Worker's compensation insurance or an equivalent program of self-insurance, as required under California State Law for their own employees.
- 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 (\$1,000,000.00) per occurrence.

5.04 Medical Director Insurance: Contracted Vendor will require the Medical Director to maintain a policy of professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.

ARTICLE 6. TERM AND TERMINATION

6.01 Term: This Agreement shall commence on (TBD) and remain in full force and effect until (TBD), unless terminated as set forth in Sections 6.02 or 6.03. Thereafter, this Agreement will be automatically renewed for a one-year period on an annual basis after review by both Chabot and Contracted Vendor.

6.02. Termination:

- A. Either party may terminate this Agreement without cause after the initial term hereof upon ninety (90) days' prior written notice to the other party.
- B. In the event of a material breach of this Agreement, either of the parties 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.

6.03 Termination in the Event of Governmental Action: If (i) any legislation, regulations, rules or procedures are duly passed, adopted or implemented by any federal, state or local government or legislative body or any private agency; or (ii) Contracted Vendor or Chabot shall receive notice of any 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 (a) preventing Chabot from operating the Health Center on an economic basis; (b) revoking or jeopardizing the status of the Health Center license granted to Contracted Vendor; (c) revoking or jeopardizing the tax exempt status of Contracted Vendor, its properties or any of its tax-exempt obligations, or imposing any unrelated business income tax on Contracted Vendor; or (d) subjecting Chabot to civil or criminal prosecution, or other adverse proceedings; on the basis of their participation herein; Chabot and Contracted Vendor shall attempt to amend this Agreement or alter the operation of the Health Center 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 this agency, court or third party in question, or, alternatively, the parties determine in good faith that compliance with such requirements is impossible or infeasible, this Agreement shall be terminated.

ARTICLE 7. MISCELLANEOUS

7.01 Practice of Medicine: The parties hereto acknowledge that Contracted Vendor is not authorized or qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent any act or service herein required of Contracted Vendor should be construed or deemed to constitute the practice of medicine, or should be outside the scope of practice of a Nurse Practitioner, the performance of said act or service by Contracted Vendor shall be deemed waived or forever unenforceable.

7.02 Independent Contractor: It is mutually understood and agreed that Chabot and Contracted Vendor are at all times acting and performing hereunder as independent contractors. Moreover, any agent or employee of the one is not the agent or employee of the other.

- A. Chabot shall not provide to any Contracted Vendor employee workers' compensation insurance, unemployment insurance, pension benefits, health insurance, life insurance, or other benefits made available to Chabot employees or College District employees.
- B. Chabot shall not withhold from amounts it pays Contracted Vendor state and federal income taxes, social security taxes, unemployment taxes, and worker's compensation taxes or any other payroll taxes on behalf of any Contracted Vendor employees.
- C. Contracted Vendor shall determine the rate of pay and all other terms and conditions of employment between Contracted Vendor and its employees.
- D. Contracted Vendor shall pay its employees in accordance with and make whatever withholdings from those payments required by applicable law.

7.03 Contracted Vendor Indemnification of Chabot: Contracted Vendor shall indemnify, defend and hold harmless Chabot and its governing board, directors, officers, and employees from

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any claim, liability, loss, or expense, including reasonable attorney's fees and costs and expenses of litigation, with respect to:

- A. All services rendered by Contracted Vendor, including but not limited to those specifically set forth under Section 1.01 of this Agreement regardless of where the services are performed on Chabot property;
- B. Workers' Compensation benefits payable on account of injury to or death of any Contracted Vendor employee;
- C. Claims for payment of wages or benefits by any Contracted Vendor employee arising from or relating to the services performed under this Agreement.

7.04 College Indemnification of Contracted Vendor: Chabot shall indemnify, defend and hold harmless Contracted Vendor and its governing board, directors, officers, and employees from any claim, liability, loss, or expense, including reasonable attorney's fees and costs and expenses of litigation, with respect to:

- A. Claims for bodily injury, personal injury, and property damage occurring on Chabot Property, except those occurring specifically within the Health Center Space and attributable to the acts or omissions of Contracted Vendor—or its staff, asserted by third parties, based upon, involving or arising out of the ownership, use, occupancy or maintenance of College property and all areas appurtenant thereto.

7.05 No Reciprocation: The parties hereby acknowledge and agree that benefits to Chabot 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 Contracted Vendor or any of its affiliates, to any students of Chabot or College District.

7.06 Access to Books and Fees; Ownership of Records: Except as prohibited by law, Chabot, or its designee, shall have reasonable access during normal business hours to financial records, including records of expenses and disbursements, as kept by Contracted Vendor in performing its obligations under this Agreement. All the records described in this Section, including statements, reports and any other documents prepared by Contracted Vendor in the performance of Contracted Vendor's duties hereunder which are derived in material part from such records, shall at all times remain the property of Contracted Vendor. All health records prepared by Contracted Vendor—in the course of providing services under this Agreement shall be the sole and exclusive property of Contracted Vendor.

7.07 Assignment: The parties hereby agree that this Agreement shall not be assigned or transferred by either party.

7.08 Attorney Fees and Costs: If either party to this Agreement brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to their reasonable attorney fees and costs, to be paid by the losing party as fixed by the court.

CLPCCD

STUDENT HEALTH SERVICES PROVIDER, CHABOT COLLEGE

REQUEST FOR PROPOSAL No.: A-19

7.09 Forum Selection: Any action between the parties to this Agreement brought to enforce this Agreement or arising out of this Agreement, shall be brought in any court of competent jurisdiction located in Alameda County, California. If a court of competent jurisdiction is unavailable in Alameda County, California, then any action between the parties to this Agreement, brought to enforce this Agreement or arising out of this Agreement, shall be brought in any court of competent jurisdiction located in the city and County of San Francisco, California.

7.10 Governing Laws: This Agreement shall be construed and governed by the laws of the State of California governing contracts made and to be performed in California.

7.11 Notices: All notices which any party is required, or may desire, to give to another party under this Agreement shall be in writing, and shall be given by addressing the same to such other party or parties at the addresses set forth below, and by depositing the same so addressed, postage prepaid, certified mail, return receipt requested in the United States mail, or by delivering the same personally to such other party or parties at the below referenced locations. Any party may change the address for the service of notice by written notice given to the other party in the manner herein provided.

TO COLLEGE:

Chabot-Las Positas College District
7600 Dublin Blvd., 3rd Floor
Dublin, CA 94568
Attention: Ron Gerhard

TO CONTRACTED VENDOR:

Contracted Vendor Health Agency

7.12 Waiver: No waiver by either of the parties hereto of any failure by the other party 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 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.

7.13 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, understanding, or discussions between the parties.

7.14 Severability: If any provision in this Agreement shall be determined by a court of competent jurisdiction to be void, illegal, invalid, or otherwise unenforceable, such provision shall have no effect upon the enforceability of the remainder of this Agreement. Unless, the provision that this determined to be void, illegal or unenforceable defeats the spirit of this Agreement.

CLPCCD

STUDENT HEALTH SERVICES PROVIDER, CHABOT COLLEGE

REQUEST FOR PROPOSAL No.: A-19

7.15 Modification: This Agreement shall not be modified or amended except by a written document executed by both parties of this Agreement, and such written notification(s) shall be attached hereto.

7.16 Use of Names: Neither party may use the other party's name in marketing materials, publications, signs, or in any other manner in connection with or related to the Health Center without the prior written consent of the other party.

7.17 Non-discrimination: None of the parties to the Agreement shall, on a basis of ethnic group identification, religion, age, sex, color or physical or mental disability unlawfully deny any person the benefits of or unlawfully subject any person to discrimination in the operation of this Agreement.

7.18 Chabot College Authority to Contract: The parties agree that this Agreement is binding on all parties when it is approved by a majority of the Board of Trustees for the Chabot-Las Positas Community College District and executed by all parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CONTRACTED VENDOR HEALTH AGENCY

By: _____

Title: _____

Date: _____

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

STATEMENT OF QUALIFICATIONS For Professional Services

1. Bidder's Organization

1.1 Form of entity of Bidder, i.e., corporation, partnership, etc. _____

1.1.1 If a corporation, state the following:

State of incorporation: _____

Date of incorporation: _____

President/Chief Executive Officer: _____

Secretary: _____

Treasurer/Chief Financial Officer: _____

1.1.2 If a partnership, state the following:

Type of partnership, i.e., general partnership, limited partnership: _____

Names of all general partners, if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs 1.1.1, 1.1.2 and 1.1.4 as appropriate: _____

1.1.3 If a proprietorship, state the names of all proprietors: _____

1.1.4 If a joint venture, state the following

Date of organization: _____

Names of all joint venture members. For each member of the joint venture, provide the information requested by Paragraphs 1.1.1, 1.1.2 and 1.1.3 for each joint venture member, as applicable: _____

1.2 Number of years your organization has been in business: _____

1.3 Number of years your organization has conducted business under its present name: _____

1.4 If your organization has conducted business under a name or name style different than your organization's present name in the past 10 years, identify all prior name(s) or name style(s): _____

1.5 Your organization's Federal Tax Identification Number: _____

2. Experience

- 2.1 On a separate attachment, list a minimum of three (3) successful projects that are similar to the Security Master Plan Consulting Services that were completed by your organization in the past five (5) years and for each identify: (i) a general description of the work performed by your organization; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner's name, name of the owner's representative and the address and telephone number of the owner and the owner's representative.
- 2.2 On a separate attachment, list a minimum of two (2) successful educational institutions similar to the Security Master Plan Consulting Services by your organization, for each, state: (i) a general description of the work performed by your organization; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner's name, name of the owner's representative and the address and telephone number of the owner and the owner's representative; (iv) percent presently complete; and (v) the current scheduled completion date.

3. Performance History

- 3.1 Claims and lawsuits (if you answer yes to any of the following, you must attach details).
- 3.1.1 Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any contract?
 _____ Yes _____ No
 If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.
- 3.1.2 Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any contract? _____ Yes _____ No
 If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.
- 3.1.3 Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization? _____ Yes _____ No
 If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.
- 3.2 Has your organization ever refused to sign a contract awarded to it?
 _____ Yes _____ No
 If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

- 3.3 Has your organization ever failed to complete a contract?
 Yes No
 If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.
- 3.4 Has your organization ever been declared in default of a contract?
 Yes No
 If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.
- 3.5 Has any contract to which your organization is a party been terminated for the convenience of the owner? Yes No
 If so, identify the contract and owner along with a description of the circumstances under which the convenience termination occurred.
- 3.6 Has your organization or any predecessor to your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?
 Yes No
 If yes, on a separate attachment, provide the following: (i) a detailed description of the circumstances upon which charges were based; (ii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iii) disposition of such charges.
- 3.7 Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been an equity owner of ten percent (10%) or more of the equity interest of any other entity or organization, within the past ten (10) years, which has been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?
 Yes No
 If yes, on a separate attachment, provide the following: (i) the name(s) of each such other entity or organization; (ii) a detailed description of the circumstances upon which charges were based; (iii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iv) disposition of such charges.
- 3.8 Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?
 Yes No
 If yes, on a separate attachment, provide the following: (i) the name of such individual(s) or entity(ies); (ii) a detailed description of the circumstances upon which charges were based; (iii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iv) disposition of such charges.
4. **References** (Include name, contact person, telephone/fax number and address for each reference provided):

4.1 Professional References (three (3) minimum)

4.2 Owner references (three (3) minimum, preferably California K-12 school districts and/or California community college districts)

5. Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the Proposer. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Proposer’s Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Proposer’s Qualifications.

The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this ___ day of _____ 20__ at _____
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

(Typed or written name)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _____

PROJECT: RFP No.: A-19, STUDENT HEALTH SERVICES

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

the _____ of _____, the party
(Title) (Bidder Name)

Submitting the foregoing Bid Proposal (“the Bidder”). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 2018 at _____.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT: RFP No.: A-19, STUDENT HEALTH SERVICES

I, _____ the _____ of
(Name) (Title)
_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

DRUG-FREE WORKPLACE CERTIFICATION**PROJECT: RFP No.: A-19, STUDENT HEALTH SERVICES**

I, _____, am the _____ of
 (Print Name) (Title)
 _____ . I declare, state and certify to all of the following:
 (Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

- i. The dangers of drug abuse in the workplace;
- ii. Contractor's policy of maintaining a drug-free workplace;
- iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
- iv. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this _____ day of _____, 2018
 (City and State)

 (Signature)

 (Handwritten or Typed Name)