



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

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

RFP #IVCSHS-2020

Proposal Due Date / Opening Date:

March 27, 2020 / 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-2020

NOTICE IS HEREBY GIVEN that the Imperial Community College District, hereinafter referred to as the District, acting by and through its Governing Board, will receive up to, but no later than Friday, March 27, 2020, 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: February 18, 2020
Proposal Due Date / Opening Date: March 27, 2020
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 Invitation 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: mabel.vargas@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 Imperial Community College District can be obtained on the college’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:	March 23, 2020
District Response to RFP Questions:	March 24, 2020
Latest Date/Time for Proposal Submittal:	Friday, March 27, 2020 at 4:00 p.m.
Committee Review of Proposals:	April 2, 2020 - April 3, 2020
Interview/Presentations:	April 8, 2020 – April 9, 2020
District Issuance of Notice of Intent to Award:	April 10, 2020
Governing Board of Trustees Approval:	May 20, 2020
Contract Start Date:	August 31, 2020

6. **Non-Discriminatory Practices.** Imperial Community College 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-2020
PROVIDE HEALTHCARE SERVICES FOR STUDENTS OF
IMPERIAL COMMUNITY COLLEGE DISTRICT

1. District General Information

The Imperial Community College District provides post-secondary education services for the large and diverse Imperial County population. Its annual student enrollment is approximately 11,000 (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 Imperial Community College 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

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

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.
- 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, 2020 through August 30, 2023.

- B. Any agreement signed by the District shall include, as a minimum, the provider's proposal as accepted by the District, insurance and bonding requirements, indemnity, independent contractor statement, and cancellation clauses. The cancellation for non-performance.
- 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, current class schedule, and one (1) other photo identification such as a valid driver's license or California Identification Card. 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. During the term of this Health Care Services Agreement, compensation shall be payable on a monthly basis.
- F. **Termination without Cause.** Either party may terminate this Health Care Services Agreement upon no less than one hundred eighty (180) days prior written notice to the other.

Termination of Agreement with Cause. Either party may terminate this Agreement for cause in the event of the other party's breach of any material term, covenant, non-performance, or condition and subsequent failure to resolve such breach within thirty (30) days following receipt of written notice from the party alleging the breach.

Automatic Termination upon Revocation of License or Certificate. This Agreement shall automatically terminate upon the revocation, suspension or restriction of any license, certificate, accreditation or other authority required to be maintained by either party in order to perform the services required under this Agreement.

5. Evaluation and Selection Process

- A. All proposals should be received by the District by Friday March 27, 2020, no later than 4:00 p.m. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- B. Following receipt of the proposals, the 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	25
Vendor’s response to scope of services: Section C	5
Relevant experience and 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 the RFP Response. Interviews might happen on the following dates: April 8, 2020 – April 9, 2020.
- 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 agency 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:

Mabel Vargas
 Administrative Assistant to the Vice President of Student Services & Equity
 Email address: mabel.vargas@imperial.edu

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

**ICCD Healthcare Services
SAMPLE AGREEMENT**

Proposer must submit all exceptions to the below agreement as part of the RFP submission for District Review.

**Healthcare Services Agreement
Imperial Community College District and _____.**

This Healthcare Services Agreement ("Agreement") is entered into and executed effective as of _____, 2020, by and between Imperial Community College District (ICCD), a California Community College District ("ICCD"), and _____ a _____, with respect to the following facts:

- I. ICCD operates Imperial Valley College which is located at 380 E. Aten Rd. Imperial, CA, (hereinafter called "DISTRICT"); and
- II. _____ operates _____ located at _____ in _____, _____, and provides inpatient and outpatient healthcare services to the residents of Imperial County, (hereinafter called **PROVIDER**).
- III. The District, having invited and received proposals for the Healthcare Services for Students of Imperial Community College District, hereby accepts the proposal of the above-named PARTNER to furnish services under the following terms and conditions as described in the Request for Proposal #IVCSHS-2020, as modified by _____ Response are sometimes hereinafter collectively referred to as "RFP" and such RFP is incorporated herein by reference.
- IV. ICCD and _____ desire to memorialize their agreement with respect to the provision of the healthcare services described in the RFP.

NOW, THEREFORE, the parties agree as follows:

- A. **CONTRACT DOCUMENTS:** The complete contract consists of the following documents: 1) The Request for Proposals as included herein; 2) the accepted proposal; 3) the specifications of this Agreement, including all modifications thereof duly incorporated herein; and 4) Addenda (if applicable).
- B. **SCOPE OF WORK:** The Scope of Work and the provisions for its performance shall be in accordance with the terms and conditions as specified in Request for Proposal #IVCSHS-2020 included herein as part of this agreement.
- C. **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 PROVIDER receives the compensation required under this Agreement.
 - a) Students requesting services must furnish PROVIDER with proof of enrollment by presenting an Imperial Valley College Student Identification Card, current class schedule, and one (1) other photo identification such as a valid driver's license or California Identification Card.

- 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 health care services.
2. "Services" shall mean those healthcare services set forth in RFP #IVCSHS-2020 under Exhibits A, B, C, D – ‘Scope of Services’ hereto which during the term of this Agreement the PROVIDER shall deliver free of charge or at reduced cost to Qualified Students.
- a) Any healthcare services, other than the Services set forth in the Scope of Work are specifically excluded and _____ is not obligated to provide any healthcare services other than the Services. Non-covered services are not limited to those set forth in RFP #IVCSHS-2020 and excluded in Exhibit C.
3. "Student Health Program" shall mean the program of student healthcare services that ICCD has arranged to provide to Qualified Students and for which Qualified Students have paid student fees.

D. **PROVIDER Responsibilities.** _____ shall provide or arrange for the provision of the Services in accordance with the terms and conditions set forth in this Agreement.

1. Professional Standards. All Services provided or arranged by the PROVIDER 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 PROVIDER from discussing treatment options or providing other medical advice or treatment deemed appropriate by the PROVIDER.
 - b. The PROVIDER shall have the sole responsibility for the care, treatment and communication of treatment options available to Qualified Students under the PROVIDER's care.
 - c. The provider’s nurse shall be a member of the Health Services Association of California Community Colleges (“HSACCC”) or the American College Health Association (“ACHA”). Provider 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 PROVIDER 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 PROVIDER 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 PROVIDER.

- b. Medical records shall be processed and maintained in a form and physical location, which is accessible to ICCD 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, the PROVIDER shall provide to ICCD 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 PROVIDER 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 PROVIDER 's organization and to whom and for what purposes the PROVIDER may disclose the information outside of the PROVIDER.
 - e. The PROVIDER 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 PROVIDER 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 shall survive termination of this Agreement for the period required by California and federal law.
4. Insurance. The PROVIDER, at its sole cost and expense, shall maintain during the term of this Agreement and, if coverage is provided on a claims-made basis, for a period of seven (7) years after termination of this Agreement, professional liability (medical malpractice) insurance in a minimum amount of Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) annual aggregate.
- a. Worker's Compensation. In addition, the PROVIDER, at its sole cost and expense, shall also maintain during the term of this Agreement, workers' compensation insurance as required by the State of California and general liability insurance, including but not limited to premises, personal injury and contractual liability insurance, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, combined single limit, bodily injury and property damage, to insure the PROVIDER and its employees, agents, and representatives against claims for damages arising by reason of i) personal injuries or death occasioned in connection with the performance of any Services provided under this Agreement, ii) the use of any property and facilities of the PROVIDER, and iii) activities performed in connection with this Agreement.
 - b. Certificate of Insurance, the PROVIDER shall provide ICCD with a certificate of insurance for insurance required to be carried by the PROVIDER hereunder within thirty (30) days following the date hereof, and upon the renewal of the insurance coverage specified in this Section. The certificate shall provide that ICCD shall receive thirty (30) days' prior written notice of cancellation or reduction in the insurance coverage required to be carried by the PROVIDER specified in this

Section.

5. Reporting. The PROVIDER 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.
- E. ICCD Responsibilities. ICCD shall perform such administrative, accounting, enrollment, eligibility verification and other functions necessary for the administration and operation of the Student Health Program. ICCD shall provide the PROVIDER with such information and data as are reasonably necessary for the PROVIDER to carry out the terms and conditions of this Agreement. In addition, ICCD shall be obligated as follows:
1. Provide On-site Administrative Supervision. ICCD shall assigned a Student Health Center administrator who will oversee and work closely with Providers personnel to ensure general services are appropriately delivered as per students' needs and abiding to District's policies.
 2. Identification of Qualified Students. ICCD 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 ICCD shall furnish the PROVIDER with written procedures to use for the purpose of verifying eligibility.
- F. **CONTRACT PERIOD**: This Agreement shall be in effect for a period of three years, commencing August 31, 2020 and ending August 30, 2023.
- G. **QUALITY OF WORK**: The PROVIDER shall be responsible for the performance of all work as specified in the RFP and in this Agreement, and shall guarantee that work meets or exceeds the specifications as set forth herein.
- H. **PROPOSER'S EMPLOYEES**: The PROVIDER shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best-qualified personnel to work under this Agreement. Should the DISTRICT deem anyone employed on this account to be incompetent or unfit for his/her duties, and so inform The PROVIDER, PROVIDER shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this Agreement.
- I. **EDUCATIONAL STANDARDS OF WORK**: The provider's personnel shall comply with District policies, procedures and guidelines as appropriate to higher education while providing services for students at the Student Health Center.
- J. **TERMINATION**.
1. Termination without Cause. Either party may terminate this Agreement upon not less than one hundred eighty (180) days prior written notice to the other.
 2. Termination of Agreement with Cause. Either party may terminate this Agreement for cause in the event of the other party's breach of any material term, covenant, non-performance, or condition and subsequent failure to cure such breach within thirty (30) days following receipt of written notice from the party alleging the breach.
 3. Automatic Termination Upon Revocation of License or Certificate. This Agreement shall automatically terminate upon the revocation, suspension or restriction of any

license, certificate, accreditation or other authority required to be maintained by either party in order to perform the services required under this Agreement.

K. GENERAL PROVISIONS.

1. Independent Contractor Relationship. The relationship between the parties is an independent contractor relationship. Neither of the parties, nor any of their respective officers, directors, or employees shall be construed to be the agent, employee or representative of the other, and none of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting solely for the purpose of effectuating this Agreement. Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability or obligation of the other party or any third party unless such liability or responsibility is expressly assumed by the party sought to be charged therewith.
2. Responsibility for Own Acts. Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.
3. Member Appeals and Grievances. ICCD shall be responsible for resolving claims for benefits under the Student Health Program and all other claims against ICCD.
 - a. ICCD shall resolve such claims utilizing the ICCD Appeals and Grievance procedure.
 - b. The PROVIDER shall use reasonable efforts to assist ICCD in the handling of Qualified Student complaints, grievances and appeals, consistent with the ICCD and the PROVIDER's Appeals and Grievance Procedures.
4. Disputes Between the PROVIDER and Qualified Students. Controversies or claims between the PROVIDER and a Qualified Student arising out of the performance of this Agreement by the PROVIDER, other than claims for benefits under the Student Health Program, are not governed by this Agreement. the PROVIDER and the Qualified Student may seek any appropriate legal action to resolve such controversy or claim deemed necessary.
5. Dispute Resolution. Any controversy or dispute between ICCD and the PROVIDER, of whatsoever nature and irrespective of the facts or circumstances or the legal theories advanced, which is not resolved by the parties' good faith negotiations within thirty (30) days following written notice by one party to the other of a controversy or dispute, shall be resolved by binding arbitration at the request of either party, in accordance with the JAMS Comprehensive Arbitration Rules and Procedures, as modified by any other instructions that the parties may agree upon at the time. Such arbitration shall occur in Imperial County, California, unless the parties mutually agree to have such proceeding in some other locale. The arbitrator shall apply California substantive law and federal substantive law where state law is preempted. In addition, the following shall apply to such arbitration:
 - a) Legal and Equitable Remedies. The arbitrator shall have the power to grant all legal and equitable remedies provided by California law. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the legal reasons on which the award is based.
 - b) Costs and Fees. The parties shall share equally the cost of the arbitration,

including, but not limited to the arbitrator's fee and any related charges. The parties shall each bear their respective attorneys' fees and costs incurred in the arbitration.

- c) Waiver. Each party knowingly acknowledges and agrees that the foregoing constitutes a waiver of their constitutional right to a jury trial.
6. Notice. All notices required or permitted by this Agreement shall be in writing and may be delivered in person or may be sent by registered or certified mail or U.S.

Postal Service Express Mail, with postage prepaid, or by Federal Express or other overnight courier that guarantees next day delivery and shall be deemed sufficiently given if served in the manner specified in this Section. The addresses below shall be particular party's address for delivery or mailing of notice purposes:

- a. If to ICCD:

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

- b. If to _____
Address Here

- c. The parties may change the names and addresses noted above through written notice in compliance with this Section. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date. Notices delivered by U.S. Postal Service Express mail, Federal Express or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the notice to the United States Postal Service, Federal Express or overnight courier.

7. Assignment. Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party, provided that the PROVIDER may contract with other healthcare providers to provide some or all of the Services required hereunder.
8. Amendments or Modifications to Agreement. Any amendments or modifications to this Agreement shall be effective only upon mutual written agreement of the parties.
9. Invalidity of Sections of Agreement. The unenforceability or invalidity of any paragraph or subparagraph of any section or subsection of this Agreement shall not affect the enforceability and validity of the balance of this Agreement.
10. Captions. Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

11. Waiver of Breach. The waiver by either party to this Agreement of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation thereof
12. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligations that may be possessed by such third party.
13. Entire Agreement. This Agreement, including all exhibits, attachments and amendments hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.
14. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of California and the United States of America.
15. No Billing of Qualified Students. Notwithstanding anything to the contrary contained in this Agreement, except for healthcare services not constituting Services hereunder, the PROVIDER 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 ICCD) acting on behalf on any Qualified Student for any of the Services.
16. No Discrimination on the Basis of Health or Protected Status/ Equal Opportunity/ Affirmative Action. The PROVIDER 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 the PROVIDER 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. the PROVIDER understands that ICCD is an equal employment opportunity employer. As such, the applicable provisions of Executive Order 11246, as amended (Equal Opportunity/Affirmative Action), 38 U.S.C. 4212, as amended (Vietnam Era Veterans Readjustment Assistance Act), and Section 503 of the Rehabilitation Act of 1973, as amended (Handicapped Regulations), and the implementing regulations found at 41 C.F.R. 60-1&2, 41 C.F.R. 60-250, and 41 C.F.R. 60-741, respectively, are hereby incorporated by reference.
17. Confidentiality of Protected Health Information. ICCD and the PROVIDER 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

IMPERIAL COMMUNITY COLLEGE
DISTRICT

By: _____
Superintendent/President

By: _____
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