# IMPERIAL VALLEY COLLEGE REQUEST FOR PROPOSAL (RFP)

Healthcare Services for Students of Imperial Community College District

RFP #

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- **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 Proposals Held Firm:** No proposal may be withdrawn for a period of thirty (30) days after the date set for the opening of the proposals.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 <u>www.imperial.edu/RFP</u>. Pay particular attention to the section that explains information to include in your response.
- 5. RFP Schedule:

# REQUEST FOR PROPOSALS RFP #<u>IVCSHS-2020</u> PROVIDE HEALTHCARE SERVICES FOR STUDENTS OF

Psychological/mental health Sexually transmitted diseases (STD)

2)

#### 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 onsite 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.

## 3. Additional Documentation Required

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- 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.).

## 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.



K. Are all of agency's physicians affiliated

- 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: <u>here</u> for for semester and session enrollment dates).
- E. ()) Example of a monthly basis.

## 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 c

- 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 eeks.
- c) Students who drop all classes are no longer eligible for health care services.
- "Services" shall mean those healthcare services set forth in RFP #IVCSHS-2020 under Exhibits A, B, C, D 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. <u>"Student Health Program"</u> 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. **<u>PROVIDER Responsibilities</u>**. \_\_\_\_\_\_ shall provide or arrange for the provision of the Services in accordance with the terms and conditions set forth in this Agreement.

- 1. <u>Professional Standards.</u> 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.

selected conferences offered by HSACCC or ACHA to learn best practices in providing services at a Student Health Center.

- 2. <u>Licensure.</u> 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. <u>Medical Records.</u> 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. <u>Insurance.</u> 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. <u>Worker's Compensation.</u> 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. <u>Certificate of Insurance</u>, 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. <u>Reporting.</u> 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. <u>ICCD Responsibilities.</u> 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. <u>Provide On-site Administrative Supervision</u>. 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 and abiding
  - 2. <u>Identification of Qualified Students</u>. 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. : 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 bestqualified personnel to work under this Agreement. Should the DISTRICT deem anyone empl/F3 60268h

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

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) <u>Waiver.</u> Each party knowingly acknowledges and agrees that the foregoing constitutes a waiver of their constitutional right to a jury trial.
- 6. <u>Notice.</u> 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 pa

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.

11. <u>Waiver of Breach.</u> The waiver by either party to this Agreement of a breach or violation of any provision of this Agreement sC T/ation of any provision of this Agis (r)-6f1 0 0 1 55

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

IMPERIAL COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_\_ Superintendent/President