



# **REQUEST FOR PROPOSAL 3122-2 ADMINISTERING COVID-19 VACCINES**

Prepared by  
Community College of Allegheny County  
Purchasing Department – Office of College Services  
800 Allegheny Avenue  
Pittsburgh, Pennsylvania 15233

**ALL QUESTIONS REGARDING THIS RFP SHOULD BE SUBMITTED VIA EMAIL  
TO [mcvetic@ccac.edu](mailto:mcvetic@ccac.edu).**

**RESPONSES TO THIS RFP MUST BE SUBMITTED VIA EMAIL TO MIKE CVETIC  
AT [mcvetic@ccac.edu](mailto:mcvetic@ccac.edu) NO LATER THAN:**

**Friday, December 4, 2020 at 2:00 p.m.**

In anticipation of the release of a COVID-19 vaccine, CCAC is obtaining through this RFP, proposals from vendors to provide administering of vaccines at all college campuses. Vaccines will be obtained by CCAC from a third party in conjunction with the Allegheny County Health Department. Services shall be conducted at CCAC locations shown below. The term of the resulting agreement will be from award through June 30, 2021. The college shall have the right to extend the agreement for up to two additional option years through June 30, 2022 or June 30, 2023.

Those eligible for receiving the vaccine shall include CCAC faculty, staff, students, and family members. Quantities cannot be determined at this time. Please quote pricing based on approximate quantity ranges shown of the pricing page.

Vendor shall be responsible for handling registration and processing of those receiving the vaccine, including billing of health insurance plans as applicable.

Vendor shall be responsible for providing PPE (Personal Protection Equipment) for its employees.

Possible Locations (CCAC may utilize any one or all- to be determined):

**Allegheny Campus, 808 Ridge Ave., Pittsburgh, PA 15212**  
**Boyce Campus, 595 Beatty Road, Monroeville, PA 15146**  
**North Campus, 8701 Perry Highway, Pittsburgh, PA 15237**  
**South Campus, 1750 Clairton Rd., West Mifflin, PA 15122**

#### VENDOR/CONTRACTOR RESPONSIBILITIES

The CONTRACTOR will provide licensed and/or certified staff to administer COVID 19 vaccine at designated College locations.

CONTRACTOR will provide sufficient staff to perform all functions related to administering immunizations including patient registration, screening, and vaccination.

CONTRACTOR will designate a clinic manager, who will be the primary contact person between CONTRACTOR and College at each clinic.

CONTRACTOR will ensure clinic staff members are licensed and/or certified to administer immunizations and trained in hands-on injection technique, clinical evaluation of indications and contraindications of vaccines, and the recognition and treatment of emergency reactions to immunizations.

CONTRACTOR will ensure clinic staff are certified in Basic Life Support.

CONTRACTOR must be able to provide immunizations at hours determined by the college.

CONTRACTOR will be prepared for management of a medical emergency related to the administration of immunizations by having a written response protocol available, as well as equipment and medications. An emergency medical kit (including epinephrine and equipment for maintaining an airway) must be at the site for the duration of the clinic.

CONTRACTOR will ensure all vaccination providers at the site know his/her/ role in the event of an emergency.

CONTRACTOR will bring adequate infection control supplies, including hand hygiene supplies, adhesive bandage strips, individually packaged sterile alcohol wipes, a sufficient number of sterile needles and syringes, and biohazard sharps container(s).

CONTRACTOR will bring needles in a variety of lengths to optimize injection based on the prescribed route/technique and patient size.

CONTRACTOR will ensure a sufficient number of screening forms are available at the clinic/facility site.

CONTRACTOR will ensure a sufficient number of Vaccine Information Statements (VISs) are available at the clinic/facility site.

CONTRACTOR will ensure staff administering immunizations are trained and have demonstrated knowledge in the proper immunization handling and administration.

Staff must use proper hygiene techniques to clean hands before vaccine administration, between patients, and anytime hands become soiled.

If gloves are being worn by staff administering vaccines, staff must change gloves and clean hands using proper hygiene techniques between each patient.

Vaccine Information Statements (VISs) must be provided by CONTRACTOR to every patient, parent, or guardian before vaccination (as required by federal law).

CONTRACTOR will screen all patients for medical contraindications and allergies for the vaccines(s) being offered at the clinic.

CONTRACTOR will follow manufacturers' instructions for correct age and for injection dose, site, and route.

If vaccine administration errors are observed, CONTRACTOR will take corrective action immediately.

CONTRACTOR is responsible for all medical record and HIPAA protocols.

If required CONTRACTOR must document each immunization with name of person vaccinated; vaccination date; vaccination type, lot number, manufacturer; patient receipt of Vaccine Information Statement (VIS), including edition date and date VIS was provided; injection site; vaccination route; dosage; and name, title, and office/company address of person who administered the vaccine.

If Required CONTRACTOR will provide patients with documentation of immunization for their personal records and to share with their medical providers.

CONTRACTOR will maintain confidentiality of all medical records and personal information of College employees, students and family members in accordance with state and federal laws.

CONTRACTOR must immediately evaluate and refer for additional medical care, if appropriate, any persons with a needle stick injury, a vaccine administration error, or an urgent medical problem.

CONTRACTOR will encourage patients to stay at the clinic for 15 minutes after vaccination to be monitored for adverse events.

CONTRACTOR must dispose of all biohazardous materials properly in accordance with all local, state, and federal laws. Used needles and syringes must be placed in an approved sharps container following administration.

CONTRACTOR will respond to request from patients after the immunization clinics for proof of immunization or other information related to immunization services at the clinic.

CONTRACTOR will maintain open lines of communication with the College regarding any challenges, issues or concerns.

CONTRACTOR will conduct themselves at the highest standard of professionalism as an independent contractor of the College.

CONTRACTOR will enter into an affiliation agreement (sample attached – Exhibit A) with the college to allow nursing students to assist in the immunization process. CONTRACTOR will be responsible for the supervision of the nursing students.

CONTRACTOR will allow CCAC Nursing Faculty to assist in the supervision of the student involvement in the administration of the vaccine.

#### COLLEGE SUPPORT

College staff will arrive 1 hour before clinic start time to welcome clinic staff, assure the clinic room is open and ready to begin set up.

College staff will have the site set up with tables, chairs and signs.

College staff will provide clean up.

College will provide signs, as needed, to direct employees, students and family members at the clinic to outline routes for clients to follow.

College staff will be on-site for the duration of the clinic.

College will provide instructions to employees, students and family member's procedures for receiving immunizations.

## **1.0 Insurance**

**1.1 General.** Vendor shall procure, before the Contract Services are commenced hereunder, and maintain at its own cost and expense, during the entire period of the performance under this Agreement, the types and amounts of insurance listed in this Section 1 with insurance companies with a Best's Rating of not less than A-, VII .

### **1.2 Worker's Compensation and Employer's Liability.**

- (a) Workers' Compensation - Statutory Limits
- (b) Employer's Liability in an amount not less than:

\$1,000,000 Each Accident  
\$1,000,000 Disease - Policy Limit  
\$1,000,000 Disease - Each Employee

Note:

- (i) Coverage shall be provided in accordance with the laws of the applicable State(s) where such Contract Services are performed.

### **1.3 Commercial General Liability/ Umbrella Liability.**

In an amount not less than:

\$2,000,000 General Aggregate  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence  
\$1,000,000 Product Liability

### **1.4 Business Automobile Liability.**

With a Combined Single Limit not less than:

\$1,000,000 Each Accident

Notes with respect to 1.3 and 1.4 above:

(i) Policies shall provide that Community College of Allegheny County (CCAC), Its Schools, officers, employees, agent and board members be named as an Additional Insured for Contractor's full limits of coverage on a primary basis, but in no case less than the limits specified. Policies shall be endorsed with a waiver of subrogation clause to the extent the claim is or should have been covered by insurance.

(ii) If Claims Made coverage is provided, the policy retroactive date shall be effective prior to the date of this Agreement and the extended reporting period or policy renewal

must provide that the policy will respond to claims made for at least 24 months after completion of the Contract Services.

**1.5 Professional Liability (E&O)** - (including Medical Malpractice) Provide a limit of at least \$1,000,000 per occurrence \$3,000,000 aggregate including coverage for the services provided by Vendor to CCAC as outlined in the contract with CCAC. If the coverage is written on a claims-made basis, coverage shall be continued for a 2 year period beyond the termination of the contract covering the work performed under this contract or a 2-Year Tail Policy shall be purchased at the time the contract ceases.

**1.6 Approval.** vendor shall not commence work under this Agreement until it has forwarded to Community College of Allegheny County (CCAC), for review and approval, certificate(s) of the insurance required. Community College of Allegheny County (CCAC) shall be given a minimum of 30 days' notice in the event of a material change or cancellation of any of the insurance required. The fact that vendor has obtained the insurance required in this Agreement shall in no manner lessen nor affect Vendors other obligations set forth in any provision of this Agreement.

### **1.7 WAIVER OF SUBROGATION.**

Companies providing required insurance must waive all rights against Community College of Allegheny County (CCAC), affiliates and subsidiaries, all of their respective officers, directors, employees, and agents for recovery of damages to the extent these damages are covered by the above referenced insurance.

**Special instructions or notes:**

The 'Staff' number above reflects both staff and students associated with CCAC:

Boyce Campus (no centers): 2,310  
Boyce family (a multiplier of 3 was used): 6,930

South Campus and centers: 2,283  
South family (a multiplier of 3 was used): 6,849

Allegheny Campus and centers: 3,768  
Allegheny family: 11,304

North Campus and centers: 2,350  
North family: 7,050

Total CCAC staff & students entered above for estimated regimens needed: 10,711  
Total CCAC family entered above for estimated regimens needed: 32,133

**Population numbers/number of regimens needed:**

Staff: 10,711  
Family members of staff: 32,133  
Patient/client capacity: \_\_\_\_\_  
Others: \_\_\_\_\_

**Total estimated regimens needed:**  
42,844

**REQUEST FOR PROPOSAL 3122-2  
ADMINISTERING COVID-19 VACCINES**

**PRICING PAGE**

Approximate number of Persons Receiving the Vaccine	Price per regimen - for Each Person (including multiple doses as may be applicable)
Up to 5,000	\$ _____
5,000 to 10,000	\$ _____
10,000 to 15,000	\$ _____
15,000 to 20,000	\$ _____
20,000 and above	\$ _____

Company Name: \_\_\_\_\_

## **REQUIRED SUBMITTALS**

The College requires that responses to this solicitation contain the following information:

- SUBMITTAL FORM –1:** Vendor must complete, sign, and submit this page with their proposal response.
- PRICING SUMMARY PAGES:** Submit all pricing pages.
- REQUIRED DOCUMENTATION:** Submit all documentation and support materials as may be described throughout this RFP.
- REFERENCES** – submit at least three customer references for similar units sold.
- MBE/WBE PARTICIPATION:** CCAC encourages the participation of minority and women-owned businesses in all of its contracts and is committed to providing maximum opportunities for qualified minority and/or women-owned business enterprises (“MBE/WBEs”) to participate in its work. Bidder agrees (1) if qualified, to take reasonable and timely steps to obtain appropriate certification as an MBE and/or WBE, (2) to ensure that MBE and/or WBEs are appropriately considered as subcontractors and/or suppliers under this Agreement; and (3) to report moneys spent for MBE and/or WBE subcontractors and/or suppliers for work as CCAC may from time to time reasonably request. CCAC’s goal for MBE/WBE participation is 15%. Please provide documentation as to your firm’s good faith effort to reach this goal by describing all applicable details of MBE/WBE participation that may be included in the resulting agreement.

## **II. GENERAL SUBMITTAL REQUIREMENTS**

All proposal responses, inclusive of the required submittals and all other documentation, must be submitted in hard copy and either mailed, delivered by private carrier, or hand-delivered (no fax or electronic responses).

- **PROPOSAL DEADLINE:** Proposals are due by 2:00 p.m. on Wednesday, December 2, 2020. (Proposals received late will not be considered by the College.)

- Proposals shall clearly indicate company name, full address, contact person, phone number, fax number and e-mail address.
- Proposals must contain the original signature of a duly authorized officer or agent of the company submitting the proposal.

- Any/all information/language that is proposed to be incorporated into any final agreement shall be submitted with the Vendor's response.
- All costs incurred in preparing a response shall be at the Vendor's expense.

### **III. VENDOR REPRESENTATION / WARRANTY**

Any responding Vendor, by submitting a proposal, specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge, licenses, experience and character (all as may be applicable to this RFP) necessary to qualify them individually for the particular duties they perform. CCAC shall reserve the right to inspect and/or evaluate any potential awardee's facility, physical equipment, staff, and all matters that may bear upon the ability to successfully perform the scope of work. CCAC shall conduct interviews of Vendors as needed to evaluate qualifications. Should CCAC reasonably find that any Vendor does not have the capacity to perform the work, CCAC may reject the Vendor's proposal.

### **IV. GENERAL TERMS AND CONDITIONS OF THE AWARDED CONTRACT**

The following terms and conditions shall apply to any resulting contract. Any terms and conditions of a responding Vendor that are in conflict with the College's terms and conditions, inclusive of any specific contractual requirements, must be identified within the Vendor's response. CCAC may negotiate the inclusion, exclusion, or alteration of any language, terms, pricing, or conditions prior to the issuance of a signed contract or throughout the term of the contract. The final contract shall incorporate this RFP document, the College's Master Service Agreement (refer to "Appendix A") and any proposal submitted by the successful Vendor and accepted by the College.

Vendors are cautioned that although the Vendor's terms may be submitted for consideration, the College reserves the right to negotiate its preference of the same, or otherwise reject the Vendor's proposal if the College is not able and willing to agree to the Vendor's terms.

**A. INVOICING/PAYMENT PROVISIONS:** The College's payment terms shall be thirty (30) days from the date the Contractor's invoice is properly presented and received. Invoices may be submitted only in accordance with deliverables that have been appropriately accepted by the College's terms as conditioned herein.

**B. TERMINATION PROVISIONS:**

- a. The awarded contract may be terminated in whole or in part in writing by the College in the event of the failure by Contractor to fulfill its obligations under the terms and conditions of the contract, or in the event that the

Contractor breaches any provision of the agreement (in the College's opinion), provided that no such termination shall be effective unless Contractor is given three (3) calendar days' written notice of intent to terminate, delivered personally or by certified mail, return receipt requested, and an opportunity for consultation with the College prior to termination.

- b. Upon receipt of a termination notice pursuant to the foregoing paragraph, Contractor shall promptly discontinue all services affected unless otherwise directed by the notice of termination.
- c. Upon termination pursuant to the foregoing paragraphs, the College may take over the work and prosecute the same to completion by agreement with another party or otherwise. Should Contractor fail or refuse to comply fully and faithfully with the terms, conditions and stipulations of the resulting agreement, College shall have the right at their notion to cancel, annul and declare void the award and the contract without any liability whatsoever on the part of College. The College shall be the sole judge as to whether or not Contractor has fully and faithfully complied therewith. College shall have the further right before or after any such cancellation to recover by law from Contractor any and all damages sustained by reason of non-compliance with or breach of the contract by Contractor.
- d. Upon termination, an equitable adjustment of the fee shall be made, which shall not include any profit for services or other work performed. The Contractor acknowledges and agrees that it shall not be entitled nor shall it make a claim for lost profits or loss of anticipated earnings because of termination.

- C. **INDEPENDENT CONTRACTOR STATUS:** It shall be expressly agreed that vendor's status hereunder an award is that of an Independent Contractor. Neither Contractor, nor any person hired by Contractor, shall be considered employees of the College for any purpose.
- D. **AUTHORITY TO BIND:** In the performance of the awarded services, Contractor agrees that the Contractor shall not have the authority to enter into any contract or agreement to bind the College in any way and shall not represent to anyone that the Contractor has such authority.
- E. **GOVERNING LAWS:** Any resulting agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- F. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to performance of the terms and conditions of this RFP and any resulting contract.

## **V. EVALUATION AND AWARD OF PROPOSALS:**

- A.** While each proposal shall be considered objectively, CCAC reserves the right to accept or reject any proposal and to waive any formalities, informalities or technicalities in the RFP process at its own discretion.
- B.** CCAC will not be bound by oral explanations or instructions given by any CCAC employee or agent at anytime during the competitive proposal process or after award. Only modifications to specifications issued in writing by way of an addendum shall be valid.
- C.** CCAC reserves the right to award this RFP in any manner that is determined to be in its best interest.
- D.** The issuance of the College's award letter and /or subsequent purchase order(s) shall constitute the award of any accepted proposal.

## **VI. CONTRACTOR INTEGRITY PROVISIONS**

**The awarded Contractor must agree and abide by the following integrity, confidentiality and non-disclosure provisions:**

- **COLLEGE'S INTERESTS:** Contractor agrees that it will not during the term of the resulting agreement engage in any activity which is contrary to and in conflict with the best interests, goals and purposes of the College.
- **CONFIDENTIALITY:** The Contractor shall not disclose to others any confidential information gained by virtue of the proposal process and the resulting contract.
- **COMPLIANCE WITH APPLICABLE LAW:** The Contractor shall maintain the highest standards of integrity in the performance of the contract and shall take no action in violation of state or federal laws, regulations, or any other requirements that govern contracting with the College.

- VII. PREVIOUS PERFORMANCE:** Contracts will not be awarded by the College to any corporation, firm or individual that has failed in any former contract with the College to perform or complete work or, in the College's sole judgment, to satisfactorily deliver or provide the quality of materials, fulfill a guarantee(s) or complete work in accordance with the schedule for such prior contract.

## **14.0 SUBMITTAL FORM**

### **SUBMITTAL FORM - page 1 of 3**

All responses must be typewritten or printed. If an explanation is requested or additional space is required, please include additional pages as required and sign each additional page. The signatory represents and warrants the accuracy of all information and responses provided on this form. Failure to submit a fully completed Submittal Form may cause the proposal to be deemed non-responsive and disqualified from further review. If a change occurs which would necessitate a modification of any response, the proposer should submit an updated form to the CCAC Procurement Department within thirty (30) calendar days.

#### **GENERAL INFORMATION**

1. Legal Name of Organization: \_\_\_\_\_

2. Principal Office/Business Address:

Street Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

3. Business Phone Number: \_\_\_\_\_

4. Fax Number: \_\_\_\_\_

5. Website Address: \_\_\_\_\_

6. Location of Branch Offices: \_\_\_\_\_

7. Years in Business: \_\_\_\_\_

8. Number of Employees: \_\_\_\_\_

9. Federal Employer Tax ID No.: \_\_\_\_\_

#### **ORGANIZATION STRUCTURE**

1. Type of Business Entity (check one):

Corporation     Partnership     Other (*please attach document describing ownership structure*)

SUBMITTAL FORM – page 2 of 3

**2. Corporation Information (if applicable):**

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President: \_\_\_\_\_

Vice-President(s): \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

**3. Partnership Information (if applicable):**

Date of Organization: \_\_\_\_\_

Type (limited; general): \_\_\_\_\_

Name/Addresses of Partners: \_\_\_\_\_

\_\_\_\_\_

YES       NO

**4. Are you a certified M/W/DBE?**

If "YES", list certification number and classification:

\_\_\_\_\_

**5. Indicate whether you anticipate subcontracting any portion of these services, and the names and addresses of any proposed subcontractors:**

\_\_\_\_\_

**6. List any and all other legal and DBA names under which your firm has operated during the past ten (10) years, including dates when used and the reasons for the subsequent change in name(s):**

\_\_\_\_\_

**7. State whether any firm owner, partner or officer has operated a similar business in the past ten (10) years. Include the names and addresses of each such business:**

\_\_\_\_\_

SUBMITTAL FORM – page 3 of 3

*CONTACT INFORMATION FOR RFP RESPONSE*

Please provide the requested information for the individual(s) responsible for preparing your organization's response to this RFP and/or to whom requests for additional information or clarification should be directed:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

*ACKNOWLEDGMENT AND SIGNATURE*

The undersigned, having carefully examined all sections and attachments to this Request for Proposal (RFP), does hereby offer to furnish all labor, materials, equipment, supplies, insurance and any bonds specified, and all services necessary to fulfill the requirements set forth in the RFP. The undersigned further represents and warrants by its signature below that it has fully reviewed and understands all elements of the RFP, that all information submitted by it or included with its proposal, including all responses on this Submittal Form, is truthful and accurate, and that it agrees to be bound by all terms and conditions set forth in the RFP, any resulting addenda, and its attachments.

**STATEMENT OF NON-COLLUSION**

The undersigned also certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on this same service and is in all respects, fair and without collusion or fraud.

**Company Name:** \_\_\_\_\_  
**Signature of Representative:** \_\_\_\_\_  
**Printed Name of Representative:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

## **17.0 APPENDIX A MASTER SERVICES AGREEMENT (awardee only)**

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Community College of Allegheny County, with a business office located at 800 Allegheny Avenue, Pittsburgh, PA 15233 (hereinafter referred to as the "College"), and the company or business listed on the signature page hereto (hereinafter referred to as "Contractor").

### **RECITALS**

WHEREAS, the College has issued a Request for Quotation, Proposal Solicitation, Request for Proposal, and/or a Purchase Order (hereinafter individually and collectively referred to as the "Order"), pursuant to

Proposal No.

which College seeks to procure certain work and services, as more fully described on the Order; and

WHEREAS, Contractor has submitted a proposal to the College to provide the services described in the Order, a copy of which is attached hereto as Exhibit A (hereinafter the "Proposal") and incorporated by reference;

WHEREAS, the College desires to engage Contractor to provide the services, pursuant to and in accordance with the terms and conditions that this Agreement set forth herein.

NOW, THEREFORE, in consideration of the premises and covenants that this Agreement contains, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall be as specified in the Order unless otherwise stated in the section below. If no date is specified, this Agreement shall begin with the date first stated above and terminate upon satisfactory completion of the services described herein.

2. Services. Contractor shall fully and faithfully perform the work and services described in the Order and the Proposal and any specifications, scope of work or other documentation attached thereto. Contractor warrants that all work and services performed by or on behalf of it under this Agreement will conform to all terms and specifications set forth in the Order and in the Proposal.

3. Price/Fees: The College shall pay Contractor for the services and work performed by Contractor in accordance with the fees and/or prices set forth in the Proposal.

4. Terms and Conditions: This Agreement, and the services to be performed by Contractor hereunder, will be subject to and governed by College's Standard Terms and Conditions for the Purchase of Goods and Services ("Master Terms"), which are incorporated herein by reference. The Master Terms can be viewed and downloaded at

[https://www.ccac.edu/business/\\_files-business/purchase-terms-and-conditions.pdf](https://www.ccac.edu/business/_files-business/purchase-terms-and-conditions.pdf).

By signing below, Contractor acknowledges its receipt and acceptance of the Master Terms.

5. Insurance Requirements: In addition to the Master Terms, Contractor shall comply with the insurance and indemnification requirements set forth on Exhibit B, which are incorporated herein by reference. Prior to commencing performance of the Services, Contractor shall furnish to the College a properly executed certificate(s) of insurance which evidence all insurance required by Exhibit B. Said certificate(s) of insurance shall be attached herein as Exhibit C.

6. Assignment. Contractor may not assign or subcontract this Agreement or its performance thereof, in whole or in part, without the College's prior written consent.

7. Entire Agreement; Modification. This Agreement, together with the Exhibits and other documents referenced and incorporated herein, sets forth the entire agreement of the parties on the subject matter hereof and supersedes all previous or concurrent agreements between them, whether oral or written. Any proposal, quotation, acknowledgment, confirmation or other writing submitted by Contractor to the College shall not be deemed to amend or modify this Agreement, and will be of no legal effect except to the extent that it serves to identify the work and services to be performed by the Contractor. This Agreement, and the terms set forth in the Master Terms, will control over any conflicting terms or provisions contained in any proposal, invoice or other documentation submitted by Contractor to College. The terms of this Agreement may not be modified or changed except by a writing that both parties sign. This Agreement shall inure to the benefit of the College and Contractor and the College's successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONTRACTOR:

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COMMUNITY COLLEGE

OF ALLEGHENY COUNTY:

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBITS** - The following Exhibits are attached hereto and made a part of this Agreement for all purposes:

- Exhibit A - Contractor's Proposal Response
- Exhibit B - Insurance Requirements
- Exhibit C - Contractor's Certificate(s) of Insurance.

## **SUBMITTAL FORM - 1**

**By submitting a proposal the Vendor acknowledges that following items are hereby understood and agreed to:**

The undersigned, having carefully examined all sections and attachments to this Request for Proposal does hereby offer to furnish all labor, materials, equipment, supplies, insurance and bonds specified, and services necessary to fulfill the contract in accordance with the RFP which is/are hereby acknowledged by the signature below.

### **STATEMENT OF NON-COLLUSION**

Finally, the undersigned also certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on this same service and is in all respects, fair and without collusion or fraud.

### **SIGNATURE OF OFFEROR**

(Must be signed by a duly authorized officer or agent of the responding company.)

Company Name	_____ _____ _____ _____	Signed by	_____ _____ _____ _____
FEIN	_____ _____ _____ _____	Name (printed)	_____ _____ _____ _____
Address	_____ _____ _____ _____	Title	_____ _____ _____ _____
	_____ _____ _____ _____	Telephone	_____ _____ _____ _____
Zip + four	_____ _____ _____ _____	Fax	_____ _____ _____ _____
Date	_____ _____ _____ _____	E-mail	_____ _____ _____ _____



***CLINICAL AFFILIATION AGREEMENT (SAMPLE)***

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Community College of Allegheny County** with its principal office located at 800 Allegheny Avenue, Pittsburgh, Pennsylvania 15233, (hereinafter called "College") and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereinafter called "Agency").

**WITNESSETH**

WHEREAS, College operates various nursing, allied health, public safety and other educational programs to train students to perform professionally in their particular field of study (the "Program"); and whereas, such programs require in-depth clinical experience for the students under the supervision of competent health care providers in actual clinical situations; and

WHEREAS, Agency is equipped with the facilities and professional staff members necessary to provide the in-depth experiences to said students, and Agency furthermore recognizes a benefit to it in fashioning an environment for such academic efforts; and

WHEREAS, both College and Agency desire to establish an affiliation relationship whereby the College's students may receive such clinical experiences within Agency's facilities subject to the provisions of this Agreement;

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. **PERIOD OF AGREEMENT:** This Agreement becomes effective on the date first written above and shall continue in effect from year to year unless amended or terminated in accordance with a provision of this Agreement.

2. RESPONSIBILITIES OF COLLEGE:

- a. College will be responsible for developing and carrying out procedures for student selection and admission into the clinical experiences. Only those students who have satisfactorily completed the prerequisite portions of their curriculum will be selected for participation in the Program.
- b. College shall assume full responsibility for the teaching of all theory and basic skills in the Program.
- c. College shall assume responsibility for attendance, appearance and discipline of the students participating in experiences at Agency. College shall establish and enforce a dress code for all College students participating in experiences at Agency.
- d. College shall establish goals and objectives for the Program and allow clinical instructors the opportunity for review prior to the start of student assignments.
- e. College shall provide academic supervision for the student and monitoring of the clinical rotation in consultation with the Agency's preceptors for all programs, in accordance with the following:
  - (1) For all Nursing programs, College will provide on-site Nursing faculty adequate in number, qualifications and competence to develop and carry forward its instruction and supervision of the assigned students. Upon request, College agrees to furnish to Agency proof of current state licensure of assigned faculty.
  - (2) For all programs except Nursing, College will provide a program coordinator to develop, plan, and guide the student's learning experience and to provide the necessary coordination with the Agency.
- f. College shall conduct meetings as required for review of the Program and to monitor the clinical progress of students. Meetings will be scheduled in advance to allow planning and participation by the Agency.
- g. College will maintain Commercial General Liability and Professional Liability Insurances in the amount of \$1,000,000/\$3,000,000 throughout the term of this Agreement and any extensions hereof, providing coverage for College and its students engaged in experiences under this Agreement. College agrees to furnish to Agency a Certificate of Insurance evidencing such coverages as described herein.

- h. College shall require that its students and any assigned faculty abide by the applicable rules, regulations and policies of Agency while using Agency's facilities, including but not limited to those pertaining to safety, confidentiality, and the privacy of confidential information. College shall require that its students and faculty not use, disclose, or reproduce, in any manner, any confidential information (including without limitation, laboratory results and patient information) that they may come in contact with or be exposed to with regard to the practicum experience.
- i. The College will require its students who are to participate in the clinical experience to comply with the health status requirements of the Agency, including but not limited to physical examinations, vaccinations, and health screening requirements for tuberculosis and measles. Proof of compliance will be presented by the College prior to the student's admission into the Agency's facility. If additional health requirements or steps are required because of the nature of the clinical involved, the student will be in compliance as a condition of participation.
- j. College shall be responsible for its own continuing compliance with the educational standards of the appropriate accreditation and licensing bodies.

3. RESPONSIBILITIES OF AGENCY:

- a. Agency will assume responsibility for providing quality experiences to College's students in clinical and ancillary service settings as are defined by the objectives of the applicable Program.
- b. Agency will provide qualified staff to supervise/precept students in the clinical setting, as relevant to the particular Program [refer to section 2(e)]. As part of the curriculum, Agency agrees to provide safety instruction to the student as applicable to the particular clinical experience and provide reinforcement as to the student's compliance with the same.
- c. Agency will provide such equipment and instructional space as are reasonably required for successful completion of the experience component of the Program by College's students enrolled therein.
- d. Agency will assist the College in the evaluation of each student's performance within the clinical setting and agrees to complete the appropriate evaluation materials as required by the applicable Program. The College, however, shall maintain the ultimate responsibility for the determination and assignment of all student grades.

- e. Agency will maintain the standards that make it eligible for approval as a clinical area for instruction in accredited programs.
- f. Agency shall maintain administrative and professional supervision of students insofar as their presence affects the operation of the Agency and/or the direct or indirect care of patients. Agency shall be authorized, in its sole discretion, to suspend a student from participation from the program, up to and including exclusion of student from the program site, based on considerations of patient or staff safety or interference with efficient and appropriate operation of Agency's facility. Agency shall timely advise and consult with College regarding any such suspension and shall not terminate a student from the program except following such consultation.
- g. Agency shall at all times maintain sole authority and control over all aspects of patient services.
- h. Agency will provide emergency care, or will otherwise assist in obtaining emergency care (as applicable to Agency's facility), for students who suffer a medical emergency while performing their clinical experience. The associated expense for such care shall be the responsibility of the student. The Agency will provide prompt notice to the appropriate College faculty or program coordinator of any accidents involving a student and Agency shall complete a written accident report to the same.
- i. Agency shall provide the College's students with access to library resources, cafeteria and locker space, as reasonably available and accessible.
- j. Agency shall provide orientation to the College faculty and/or program coordinator with regard to Agency's facilities and the relative policies, procedures, rules and regulations. The faculty or program coordinator, with input from the Agency personnel, shall be responsible for orienting the students, or for further coordinating such orientation with the Agency.
- k. Agency agrees to comply as reasonably practicable with College's requests for information relating to College's need to satisfy its own accreditation and reporting requirements.

4. **JOINT REPRESENTATIONS AND RESPONSIBILITIES:**

College and Agency agree:

- a. To plan and conduct a prescribed educational program for student clinical experiences in consultation and cooperation with one another.
- b. That College and Agency personnel shall meet regularly for the purpose of discussing and evaluating the Program planning and educational experiences being conducted.
- c. That the student's participation should complement the regular service and business activities of the Agency. Students will not be used in lieu of professional or staff personnel.
- d. That the regular business of Agency shall take priority over College's clinical instruction program at Agency.
- e. That Agency and College shall mutually agree to the number of students assigned and as to the assignment schedules.
- f. That no student shall be discriminated against either by College or Agency based upon race, creed, color, sex, age, religion, physical or mental handicap, or national origin.

5. **INDEMNIFICATION BY COLLEGE:** To the extent permitted under applicable law, College agrees to indemnify and hold harmless Agency, its employees, agents, servants and representatives, and in respect of any and all claims, suits, actions, proceedings (formal and informal), investigations, judgments, deficiencies, damages, settlements, liabilities and legal and other expenses (including reasonable legal fees and expenses) as and when incurred arising out of or based upon any intentional or negligent act, error or omission of College, its employees, students, agents, servants and representatives in the performance of College's responsibilities under this Agreement.

6. **INDEMNIFICATION BY AGENCY:** Agency agrees to indemnify and hold harmless College, its employees, agents, servants and representatives, and in respect of any and all claims, suits, actions, proceedings (formal and informal), investigations, judgments, deficiencies, damages, settlements, liabilities and legal and other expenses (including reasonable legal fees and expenses) as and when incurred arising out of or based upon any intentional or negligent act, error or omission of Agency,

its employees, agents, servants and representatives in the performance of Agency' responsibilities under this Agreement.

7. **STATUS OF STUDENTS AND FACULTY:** It is expressly agreed and understood that the students participating in the Program and their instructors are in attendance at Agency for educational purposes only. Agency has absolutely no present or future obligations to the students, including but not limited to any compensation and/or benefits for activities performed by the students on behalf of Agency as part of the Program experience.
8. **INDEPENDENT CONTRACTORS:** The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
9. **COMPLIANCE WITH APPLICABLE LAW:** The parties shall comply with all applicable federal, state and local laws and regulations in effect as of the signing of this Agreement, and as they may thereafter be changed or amended, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA). In this regard, the College agrees to be bound by the Agency's HIPAA Business Associate Terms and Conditions to the extent that the College is at any time considered to be a Business Associate, as defined by the HIPAA Privacy Rule.
10. **NOTICES:** Upon the receipt or discovery by either party of any complaint, claim (either asserted or potential), notice of lawsuit or lawsuit involving any aspect of service under this Agreement, either party shall immediately notify the other party through appropriate administrative personnel. This provision shall survive the termination of this Agreement.
11. **TERMINATION:** This Agreement shall be effective from year-to-year subject to termination by either party giving ninety (90) days written notice, thereof, one to the other, in a manner that assures that currently enrolled students can complete their assignment prior to termination of the contract.
12. **SCOPE OF AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. A Program Memorandum may be additionally utilized by the College to define the parameters of any one specific clinical program, as to be mutually determined by both parties. If a Program Memorandum is utilized, it shall incorporate by reference all provisions set forth in this Clinical Affiliation Agreement.
13. **MODIFICATION:** This Agreement shall only be modified in writing with the same formality as the original Agreement.

14. **GOVERNING LAW:** This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by the laws of the Commonwealth of Pennsylvania, including all matters of construction, validity and performance, but without giving effect to Pennsylvania choice-of-law or conflict-of-law principles.
15. **NO THIRD PARTY BENEFICIARIES:** This Agreement is not a third party beneficiary contract and shall not in any manner whatsoever confer any rights upon any entity or person that is not a party to this Agreement.
16. **SECTION HEADINGS:** Section headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning and interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their proper officers.

**COMMUNITY COLLEGE of  
ALLEGHENY COUNTY ("College")**

\_\_\_\_\_ ("Agency")

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_