

“ADVERTISEMENT FOR BIDS

Sealed bids will be opened and publicly read by the Purchasing Department of The University of Louisiana at Monroe, Coenan Hall, Room 140, 4014 LaSalle Street, Monroe, Louisiana, at 2:00 PM, March 27, 2024 for the following:

Bid #50006-73 – ULM Health Services

Bids must be returned to the Purchasing Office in sealed envelopes. Bids must be submitted on the form enclosed herewith, and in strict conformity with the intent of same without modifications. Bids must be signed in ink, dated, and title of person signing bid must be shown on bid.

Complete bidding documents may be obtained from the The University of Louisiana at Monroe, Monroe, Louisiana, 71209-2250, via fax request at 318/ 342-5218 or State of Louisiana LaPac site:
<https://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> .Use bid #50006-73.

Non-mandatory pre-bid conference call will be held via Zoon audio on February 28, 2024 at 11:00 a.m. Join via Phone 312.626.6799 Meeting ID #983 8828 5925

No bid may be withdrawn for a period of thirty (30) days after receipt of bids.

The Owner reserves the right to reject any and all bids and to waive any informalities incidental thereto.

The University of Louisiana at Monroe adheres to the equal opportunity provisions of federal civil rights laws and regulations.”

State of Louisiana
The University of Louisiana at Monroe
MONROE, LOUISIANA
A Member of the University of Louisiana System

**INVITATION TO BID
FOR
Bid #50006-73 – ULM Health Services**

ISSUING AGENCY: The University of Louisiana at Monroe
Purchasing Department
700 University Avenue, Coenen Hall 140
Monroe, La 71209

PROCUREMENT SPECIALIST: Shakeya Bennett
TELEPHONE: 318.342.5208
REQUISITIONED BY: Dr. Wendy Bailes
TELEPHONE: 318.342.1733

RELEASE DATE: February 20, 2024
BID OPENING DATE: March 27, 2024
BID OPENING TIME: 2:00 P.M.
BID OPENING LOCATION: Purchasing Department
Coenen Hall Room 142
Monroe, La 71209

**REQUEST FOR BID FOR
UNIVERSITY OF LOUISIANA MONROE HEALTH SERVICES CENTER**

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

University of Louisiana Monroe (ULM) is soliciting Bids for ULM Student and Community Health Center Agreement to begin on or about October 1, 2024. This ULM Student and Community Health Center Agreement (“Agreement”), effective as of October 1, 2024, made by and between University of Louisiana Monroe, a university organized under the laws of the State of Louisiana (“University”) and CONTRACTOR.

The purpose of this Request for Bid is to obtain competitive Bids as allowed by the State of Louisiana from bona fide, qualified Bidders who are qualified Healthcare Services Organizations to provide professional healthcare services to students of ULM and to additionally be available to the university community. The selected firm will provide basic medical and preventative health care on campus at ULM’s Student Health Services Clinic, and possibly at other Contractor operated and/or contracted satellite health care (other facilities outside of the university facility), and/or urgent care facilities to augment or expand campus service offerings.

1.2 Background

The University of Louisiana at Monroe (ULM) is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate, baccalaureate, post-baccalaureate, masters, and doctoral degrees. ULM, a state funded, multi-disciplinary institution of higher education offers high quality academic and experiential opportunities designed to meet the academic, cultural, vocational, social, and personal needs of undergraduate, graduate, and career seeking students. There are four colleges offering degree opportunities for students: College of Arts, Education and Sciences; College of Business and Social Sciences; College of Health Sciences; and College of Pharmacy. The University received a full 10-year accreditation from SACSCOC in 2019. The campus is in the eastern portion of Monroe on a 238-acre picturesque campus. Bayou Desiard flows through the center of the campus providing an element of relaxation, southern charm, and water sporting events. Monroe and West Monroe are the two major cities in Ouachita Parish, with populations of 47,284 and 12,856 respectively in a parish with a total population of 158,768; nearly 62% of the population resides outside of the city limits in rural communities and neighborhoods.

The HawkHealth Clinic is located at 1140 University Avenue, at the corner of Lasalle Street and University Avenue. The building houses both the Clinic and the ULM Counseling Center. The Health Clinic provides a wholistic approach to wellness education and treatment. Currently, the contractor provides a Nurse Practitioner, a Nurse’s Aide (or LPN), and receptionist. Additionally, a floor plan can be viewed in Appendix III.

1.3 Goals and Objectives

This Request for Bid, is issued by ULM to identify a Healthcare Services Organization to provide basic onsite outpatient medical and preventative care, and referral services as described in the Bid to ULM students on the campus of ULM beginning on or about October 1, 2024.

The Health Services Organization (independent contractor) will be organized as HawkHealth Clinic organized under the office of the Vice President for Student Affairs. A designated staff member (liaison) from the VPSA's office will serve as the Administrator for this contract. The independent contractor will have the opportunity to brand the center subject to university approval.

This Bid is for the provision and management of student-centered, innovative, and cost-effective health services on ULM campus. Student learning is influenced by student health and wellness. Students who are ill have increased absenteeism, lowered ability to concentrate and learn, and ultimately, are less likely to successfully complete their programs of study. The scope of the work is to prioritize students, faculty, staff and families and the University community.

The objective of this Bid and any resulting Contract shall ensure students, faculty, and staff and their families have access to basic on-site outpatient medical and healthcare referral services.

ULM's Fall enrollment for 2023 was 8,277 students.

ULM does not employ any staffing for the Health Center. All staffing obligations will be covered by the selected bidder that is awarded this bid.

Contractor shall provide health services staff to ULM in a mix of skill sets as mutually agreed and to include hours beyond the normal operation hours of the University, which include offering evening clinic hours and weekend hours.

1.4 Term of Contract

The initial term of any contract resulting from this bid shall be for a prorated period of approximately nine (9) months commencing on or about October 1, 2024 through June 30, 2025 (or another date as may be negotiated between the parties). Upon mutual agreement of the parties and with all proper approvals, this Agreement may be extended for up to (4) additional successive twelve (12) month terms ("Renewal Term(s)") at the same price, terms and conditions. The total contract term, with extensions, shall not exceed five (5) years.

Definitions

- A. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.
- B. Contractor – Any person having a contract with a governmental body. For sections of this BID outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Bidder responding to this BID.
- C. Contract – A legal binding agreement between the State and the awarded Contractor(s).

- D. Discussions- For the purposes of this BID, a formal, structured means of conducting written or oral communications/presentations with responsible Bidders who submit a response.
- E. May - The term denotes an advisory or permissible action per La. R.S. 39:1556(33).
- F. Must - The term denotes mandatory requirements.
- G. Bidder – A firm, venture or individual who responds to this BID. The successful Bidder responsive to this BID is also described as the Contractor in this document.
- H. BID – Request for price.
- I. Shall and Will– The terms “shall” and “will” denote mandatory requirements.
- J. Should– The term denotes a desirable action.
- K. State- The State of Louisiana but can also be read ULM.

1.5 Schedule of Events

		Date	Time
1	Request for Bids Advertisement – Blackout Period Begins	February 23, 2024	
2	Virtual Pre-Bid Conference Call (see dial- in information in Section 1.9.1)	February 28, 2024	11:00 am
3	Deadline for Written Questions	March 6, 2024	5:00 pm
4	Post Response to Questions	March 15, 2024	5:00 pm
5	Bid Submission Deadline	March 27, 2024	2:00 pm

NOTE: ULM reserves the right to revise this schedule. Revisions before the Bid Submission Deadline, if any, will be formalized by the issuance of an addendum to the Bid.

1.6 Bid Submittal

This Bid is available in PDF format or in printed form by submitting a written request to the Procurement Specialist with the ULM. Contact information for the Bid is provided below.

It is the Bidder’s responsibility to check the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> frequently for any possible

addenda that may be issued. ULM is not responsible for a Bidder's failure to download any addenda documents required to submit a response to this Request for Bid.

All bids shall be received in hard copy (printed) form by the ULM Purchasing Department **no later than the date and time shown in the Schedule of Events.**

NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.

Important - - Clearly mark outside of envelope, box or package with the following information and format:

Bid Name: ULM Health Services

Solicitation Number: 50006-73

Bid Opening Date and Time: March 27, 2024 at 2:00 p.m. CST

Bidders are hereby advised that the U. S. Postal Service does not make deliveries to ULM by physical location.

Bids may be mailed through the U. S. Postal Service to the Purchasing Office box at:

The University of Louisiana Monroe
Purchasing Department
Attn: Shakeya Bennett
700 University Avenue
Coenen Hall 140
Monroe, LA 71209-2250

If delivering by U.S. Postal Service to the address listed above, please allow sufficient time for the mail to then be transmitted to ULM. ULM must receive the bid at its physical location by the date and time specified in **Section 1.5 Schedule of Events**, of this Bid.

Bids may be delivered by hand or courier service to ULM's Office of Purchasing's physical location at:

The University of Louisiana Monroe
Purchasing Department
Attn: Shakeya Bennett
4014 LaSalle Street, Coenen Hall Rm 140
Monroe, LA 71209-2250

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the Purchasing Office's physical location. ULM is not responsible for any delays caused by the Bidder's chosen means of bid delivery.

Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

1.7 Qualification for Bidder

Bidders and/or staff must meet the mandatory qualifications. May be required to provide evidence upon request.

1. Possession of a valid and relevant Louisiana professional license.
2. Possession of a valid Drug Enforcement Agent (DEA) certificate for those who prescribe controlled substances.
3. Current cardiopulmonary resuscitation (CPR) certification as appropriate to assigned duties.
4. Current American Board of Medical Specialties (ABMS) or American Osteopathic Association (AOA) medical board certification appropriate for assigned duties for physicians hired after September 1, 1988.
5. A minimum of three (3) years' experience in their job classification. Experience is to be documented with employment dates, unit descriptions and employers listed, and documentation of professional competence.
6. Subject to background check and drug testing.

1.8.1 Required Qualifications:

Each Bidder should address how the firm will meet all the requirements of this Bid, with particular attention to:

- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the BID requirements).
- Plans for training, educating and certification of staff.

Provision for customer service, including personnel assigned, toll-free number, and account inquiry

A. Required Staff Qualifications

The Bidder should provide detailed information about the experience and qualifications of the Bidder's assigned personnel considered key to the success of the project.

Resumes for account manager, designated customer service representative(s) and other personnel, including those of subcontractors, if any.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Bidders should clearly describe their ability to exceed the qualifications described in the Mandatory/Required Qualifications for Bidder section.

1.8 Confidential Information, Trade Secrets, and Proprietary Information

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of ULM.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La.R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection.

1.9 Bid Clarifications Prior to Submittal

1.9.1 Pre-Bid Conference

A non-mandatory pre-bid virtual conference call will be held at 11:00 a.m. on February 28, 2024.

To Join please use the below link and information:

Zoom Info

<https://ulm.zoom.us/j/98388285925?pwd=NIFJQVRieHhaWDQrQi9uQWd3YzJTZz09>

Phone (312) 626 6799 US

Meeting ID: 983 8828 5925

Passcode: 518580

Prospective Bidders may participate in the conference call to obtain clarification of the requirements of the BID and to receive answers to relevant questions. Although impromptu questions will be permitted and spontaneous answers will be provided during the call, the only official answer or position of the State will be stated in writing in response to written questions in the form of an addendum.

Also, a site visit of the HawkHealth Clinic will be made available by request to potential bidders. All site visits must be scheduled through Shakeya Bennett 24 hours in advance and will take place only on the dates of Feb 28-Mar 5. The facility location is: 1140 University Avenue, Monroe, LA 71209. During the site visit prospective Bidders will have the opportunity to view existing equipment, most all of which will need to be replaced. It is expected that bidders will provide additional equipment in their submitted bids depending on the services proposed. No other tours or visits will be allowed.

1.9.2 Bidder Inquiry Periods

An inquiry period is hereby firmly set for all interested Bidders to perform a detailed review of the BID documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Bidder, clearly cross-referenced to the relevant bid section (even if an answer has already been given to an oral question during the Pre-Bid Conference). All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.5 Schedule of Events** of this BID. Only those inquiries received by the established deadline shall be considered by the University. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid shall be delivered to the ULM contact person for this bid, Shakeya Bennett, by email to rodgers@ulm.edu.

Only the person identified above or their designee has the authority to officially respond to Bidder's questions on behalf of ULM, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the State of Louisiana LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all BID documents, including but not limited to the Scope of Services, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Bidder as a result of any oral discussions with any State employee or State consultant. It is the Bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. ULM is not responsible for a Bidder's failure to download any addenda documents required to complete a Request for Bid.

Note: LaPAC is the State's online electronic Bid posting and notification system resident on the LAPAC Section <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Bidders must register in the LaGov portal. Registration is intuitive at the following link:
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/vendor/VndPubMain.cfm>

1.10 Error and Omissions in Bid

ULM will not be liable for any errors or omissions in the bid. Bidder will not be allowed to alter bid documents after the deadline for bid submission, except under the following condition: ULM reserves the right to make corrections or clarifications due to patent errors identified in bids by ULM or the Bidder. ULM, at its option, has the right to request clarification or additional information from the Bidder.

1.11 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the BID by issuing an addendum to the BID at any time. Addenda, if any, will be posted.

It shall be the responsibility of the Bidder to check the website for addenda to the BID.

1.12 Withdrawal of Bid

A Bidder may withdraw a bid that has been submitted at any time up to the date and time the bid is due. To withdraw a bid, a written request signed by the authorized representative of the Bidder must be submitted to the attention of Shakeya Bennett.

1.13 Waiver of Administrative Informalities

The state shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any bid.

1.14 Bid Rejection/Bid Cancellation

Issuance of this BID in no way constitutes a commitment by ULM to award a contract. The State reserves the right to accept or reject any or all bids submitted or to cancel this BID if it is in the best interest of the State to do so. The state shall reserve the right to accept or reject, in whole or in part, all bids submitted and/or cancel this BID if it is determined to be in the State's best interest.

1.15 Ownership of Bid

All materials submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All bids submitted will be retained by the State and not returned to Bidders. Any copyrighted materials in the response are not transferred to the State.

1.16 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Bidders or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to the BID are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the State of Louisiana.

1.17 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.18 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this BID. In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its bid, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State

Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.25 Acceptance of Bid Content

The mandatory BID requirements shall become contractual obligations if a contract ensues. Failure of the successful Bidder to accept these obligations shall result in the rejection of the bid.

1.26 Contract Award and Execution

Th one who bids the greatest revenue to the University and the responsive and responsible bidder that meets the minimum requirements as outlined in this bid.

The BID, including any addenda, and the bid of the selected Contractor will become part of any contract initiated by ULM.

1.33 Insurance Requirements for Contractors

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by the BID (see **Exhibit A**). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Exhibit A** for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance shall be filed with the State of Louisiana for approval prior to commencement of work. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. In the event of a claim or dispute of a claim, the State reserves the right to request copies of insurance policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of

the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute. See **Exhibit A**.

1.34 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made,

Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.35 Payment

ULM requires payments made to ULM by the 15th day of each month following the previous month where services were rendered. Contractor will pay utilities and water and a percentage of revenue as proposed by the Bidder. ULM will not pay contractor for any services.

Late payments will accrue interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

1.36 Termination

1.36.1 Termination of the Contract for Cause

Termination for Cause

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

1.36.2 Termination of the Contract for Convenience

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

1.36.3 Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total

appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.37 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work

This BID opportunity, is issued by ULM to identify a qualified Healthcare services Organization as an independent contractor to provide basic on-site outpatient medical and preventative care, and referral services as described in the BID to ULM students on the campus of ULM. The University's goal for starting services to students is October 1, 2024 or another date may be negotiated.

The Health Services Organization will be HawkHealth Clinic and cooperate with the Student Affairs Division. A designated staff member (liaison) from the Division will serve as the Administrator for this contract. The contractor will have the opportunity to brand the center subject to university approval.

This BID is for the provision and management of student-centered, innovative, and cost-effective health services on ULM campus. Student learning is influenced by student health and wellness. Students who are ill have increased absenteeism, lowered ability to concentrate and learn, and ultimately, are less likely to successfully complete their programs of study. The scope of the work is to prioritize students, faculty, staff and families and the University community.

The objective of this BID and any resulting Contract shall ensure students, faculty, and staff and their families have access to basic on-site outpatient medical and healthcare referral services.

ULM's Fall enrollment for 2023 was 8,277 students.

Baseline Services (Required) Primary outpatient care consistent with the scope of service, and the skills and specialties of clinical staff:

1. Public health prevention programs including immunizations for the prevention and control of communicable diseases, including required immunizations, and those immunizations required for participation in campus educational programs (e.g., nursing);
2. Health education (e.g. nutritional, sexually transmitted infections, HIV, alcohol and substance abuse, eating disorders, preventive medicine);

3. Evaluation and guidance for individual health problems; Clinical laboratory diagnostic services in support of basic services.
4. Contractors will be expected to stock treatment area with standard medications necessary for on-site treatment of common presenting conditions.
5. Medical liaison services with other community health agencies and services (e.g., parish health departments, medical and nursing schools).
6. Consultation with and referral to off-campus health care providers and hospitals.
7. Consultative services for on campus health issues.
8. A minimum of one Nurse Practitioner at all times on staff. All other supportive staff is negotiable.
9. The following equipment is mandatory and will need to be comparable to current environment:
 - i. ECG machine
 - ii. Electronic Health Record system
 - iii. Desktop Computers (2), laptop computers (2), printers (2)
 - iv. Signage replacement (both inside and outside the facility)
 - v. Wireless Modem and Routers
 - vi. All inventory and supplies
 - vii. Exam room equipment and any furniture necessary to operate

2.2 Deliverables

The deliverables listed in this section are the required deliverables to be provided by the successful Contractor.

Every Bidder should describe what additional deliverables will be provided per their bid and how the proposed additional deliverables will be provided.

1. Provide an integrated and affordable college student health service program, with an emphasis on preventative care.
2. Satellite facilities (outside of the University facility) for after-hours care and referral. Options for local referrals for place bound students.
3. Contractor will be expected to provide staffing levels consistent with services volume needs up to limit of funding allocated for all costs associated with this contract, and to provide staffing to cover scheduled and unscheduled absences of the assigned staff. Staff shall be licensed to prescribe medications appropriate to the level of services provided and to provide immunization. In addition, Contractor shall participate in student orientation events and organizing and executing annual flu vaccine clinics offered to students, faculty and staff. Staff shall be appropriately licensed to practice in Louisiana, adequately insured, able to work with diverse populations, and possess good communication skills.
4. Contractor shall retain supervision of the medical and non-medical staff provided and shall develop and implement clinical standards and protocols.
5. Contractor will provide monthly reports and monthly gross revenues per agreement to Student Affairs liaison.
6. Contractor shall provide referrals to students for off-site medical specialists and for medical services (e.g. hospitals, clinical labs, x-rays), which are at the student's option and expense. It is recognized that the care of certain illnesses, injuries, and conditions may require hospitalization or referral to other care requiring staff, facilities for after-hours, long-term, specialty, or other care requiring staff, facilities, and equipment which are

either not available to Student Health services received on campus or beyond the scope of authorized services.

7. The Contractor will be required to participate in campus Emergency Operations planning and exercises, and to serve as the campus medical liaison with community health care agencies, health care services provider, and health care educational institutions. The ULM Emergency Response Team may request the Contractor's help in an on campus emergency. Such help could include using Contractor provided HawkHealth Clinic staff during an emergency (to include crisis testing).
8. The Contractor will meet (at a minimum) monthly with the ULM contract administrator to discuss operational issues and reports, and will respond promptly to issues which arise between monthly meetings. Any complaints or concerns brought to Contractor's attention regarding medical or non-medical staff at the Health Services Clinic shall be shared with University at these meetings or sooner if appropriate. The University, in University's discretion which shall not be applied unreasonably, may request any medical or non-medical staff person to be replaced based on complaints or other operational issues
9. The Contractor shall provide in the BID, a proposed program for the overall administration of payment processes for the collection of fees, insurance payments and claims, and reimbursement for services. This shall include, at a minimum, setup and maintenance of a billing system that bills third party insurance for billable services rendered.
10. The Contractor will provide basic medical and preventative health care; first aid services, and coordination of services for situations requiring referral to an off-site healthcare provider.
11. Contractor will treat any active student, faculty, staff, or their families present for treatment.
12. Contractor will waive clinic fees for non-insured students who are validated through the Student Advancement liaison.
13. Contractor shall not turn any students over to collections for any reason.
14. Contractor shall meet or exceed all applicable regulations of the Louisiana Department of Health, as well as the standards applicable to third party payers.
15. Contractor shall maintain all licensures, insurance and permits to provide medical services in the State of Louisiana.
16. Contractor shall comply with all rules, policies, and regulations of University as may be applicable.

2.3 Project Requirements

The Contractor will meet (at a minimum) monthly with the ULM contract administrator to discuss operational issues and reports, and will respond promptly to issues which arise between monthly meetings. Any complaints or concerns brought to Contractor's attention regarding medical or non-medical staff at the Health Services Clinic shall be shared with University at these meetings or sooner if appropriate. The University, in University's discretion which shall not be applied unreasonably, may request any medical or non-medical staff person to be replaced based on complaints or other operational issues.

PART III: EXAMPLE BID

IT IS ASSUMED THAT THE CLINIC SHOULD BE CAPABLE OF PRODUCING REVENUE OF NO LESS THAN \$10,000 MONTHLY GROSS REVENUE

BIDDERS CAN PROPOSE REVENUE SHARE ON EITHER A PERCENTAGE OF GROSS REVENUE OR AS A FLAT MONTHLY PAYMENT.

(In the instance a bidder opts to propose a percentage revenue share, they must understand that their proposal is a guaranteed monthly payment to ULM based on actual gross revenue but in no instance shall it be calculated on less than \$10,000 gross revenue, regardless of actual gross revenue for that given month.)

PROPOSED REVENUE	Monthly	Annually
Guaranteed percentage of gross revenue payment based on a minimum value of \$10,000 in monthly gross revenue (_____ %) <p style="text-align: center;"><u>Or</u></p> Flat Monthly Payment	_____ % <p style="text-align: center;"><u>Or</u></p> _____ flat monthly Payment	_____ % annually, paid monthly <p style="text-align: center;"><u>Or</u></p> _____ flat annual Payment, paid monthly
<i>In addition to the above payment to ULM, the awarded bidder will also pay the following to ULM for expenses related to the clinic:</i> <p>Guaranteed total monthly expenses reimbursement (\$150.00/month for phone and \$750.00/month for water and electricity)</p>	\$900.00 monthly	\$10,800 annually
Total Proposed Revenue to ULM	\$	

APPENDIX I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for BID, including attachments.

OFFICIAL CONTACT. The State requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. The Bidder should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Facsimile Number with area code: () _____
- D. US Mail Address: _____

Bidder shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above-named person or otherwise verify the information provided.

By its submission of this bid and authorized signature below, Bidder shall certify that:

1. The information contained in its response to this BID is accurate;
2. Bidder shall comply with each of the mandatory requirements listed in the BID and will meet or exceed the requirements specified therein;
3. Bidder shall accept mandatory contract terms and conditions, and all other administrative requirements set forth in this BID.
4. Bidder's quote shall be valid for at least 90 calendar days from the date of bid's signature below;
5. Bidder understands that if selected as the successful Bidder, he/she will have seven (7) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Bidder shall certify, by signing and submitting a bid for \$50,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)
9. Bidder certifies and agrees that the following information is correct: In preparing its response, the Bidder has considered all bids submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Bidder also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the

Bidder if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Signature of Bidder or
Authorized Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

APPENDIX II:

SAMPLE CONTRACT

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

[Click here to enter the Department/Agency name](#)

AND

CONTRACTOR NAME

[Click here to enter the Contractor name](#)

CONTRACT NUMBER (ISIS/LAGOV)

[Click here to enter the contract number](#)

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES CONSULTING SERVICES SOCIAL SERVICES
PERSONAL SERVICES

CONTRACTOR (Legal Name if Corporation)

FEDERAL EMPLOYER

TAX ID NUMBER

[Click here to enter the Contractor FEIN](#)

[Click here to enter the Contractor's](#)

STATE LDR ACCOUNT #

[Click here to enter the State LDR](#)

[Account Number](#)

STREET ADDRESS

[Click here to enter the Contractor's street address telephone number](#)

TELEPHONE NUMBER

[Click here to enter the Contractor's](#)

CITY [Click here to enter the Contractor's city](#) **STATE** [Click here to enter the Contractor's state](#) **ZIP**

CODE [Click here to enter the Contractor's zip code](#)

TERM OF CONTRACT

This Contract shall begin on [Click here to enter the begin date of the contract](#) and shall end on [Click here to enter the end date of the contract](#). The State has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend for up to forty-eight (48) additional months at the same rates, terms and conditions of the initial Contract term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of \$ [Click here to enter the maximum contract amount](#), over multiple years as follows: [Click here to enter the multi-year contract breakdown](#). Payments are predicated upon successful completion of the

services described in *Description of Services* and acceptance of deliverables described in *Acceptance of Deliverables*; receipt of an invoice; and written approval of [Click here to enter the Name of agency's designee](#).

The State shall make every reasonable effort to make payments within [Click here to enter the number of days the State will make payments within. 25 business days is recommended](#) of receiving an invoice. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

GOALS AND OBJECTIVES

[Click here to list goals and objectives of this contract.](#)

DESCRIPTION OF SERVICES

Contractor agrees to furnish services to State as specified in this Section and in any attachments.

[Click here to enter a summary description of the services the contractor will provide. Define scope of work, services, tasks and services, deliverables, functional requirements, technical requirements or project requirements to be provided by the Contractor composed from RFP and Proposers' Proposal. This information may be included in an attachment if detail is lengthy.](#)

A full description of the scope of services is contained in the following documents, which are made a part of this Contract:

- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

ACCEPTANCE OF DELIVERABLES

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

- A. *General.* The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in State-approved documents.
- B. *Submittal and Review.* Contractor shall provide written notification to the State Project Director that a Deliverable is completed, and available for review and acceptance.

Upon Contractor's written notification, the State Project Director shall review the Deliverable within [Click here to enter the number of days the State will review the Deliverable within. 10 business days is recommended](#). Within this period, the State Project Director shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

- C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the [Click here to enter the number of days the State will review the Deliverable within. 10 business days is recommended](#). The amount of days listed here must match the number of days listed in B, the State Project Director notifies the Contractor in writing that the Deliverable is rejected and

specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.

- D. *Resubmitting Deliverables.* Contractor shall provide written notification to the State Project Director when the Contractor resubmits a Deliverable for acceptance. The State Project Director shall review the resubmitted Deliverable within [Click here to enter the number of days the State will review the resubmitted Deliverable within. 5 business days is recommended.](#) A resubmitted Deliverable shall be considered accepted unless, within this period, the State Project Director notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Payments to be made monthly with reports also submitted monthly.

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his bid.

STATE FURNISHED RESOURCES

State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract

TAXES

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of

notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

TERMINATION FOR CAUSE

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

OWNERSHIP OF WORK PRODUCT

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

DATA/RECORD RETENTION

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

RECORD OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

ASSIGNABILITY

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

RIGHT TO AUDIT

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

FISCAL FUNDING

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; the Davis-Bacon Act 1931; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

CONFIDENTIALITY

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

PROHIBITED USE OF FUNDS

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

LIABILITY AND INDEMNIFICATION

CONTRACTOR LIABILITY

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

FORCE MAJEURE

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or

service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

LIMITATIONS OF LIABILITY

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

OTHER REMEDIES

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

STAFF INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to Exhibit A.

LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

SECURITY

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

OUTSOURCING OF KEY INTERNAL CONTROLS

(Applicable if outsourcing a key internal control. Note that if the scope of work involves information technology, the IT/Data Processing contract template should be used instead, along with this language)

The State of Louisiana /State Agency will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The Contractor could be required to provide a quality control plan, such as third-party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm’s tests of the operating effectiveness of controls.

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 18 audit is to be included in the cost being proposed in response to this RFP.

HEADINGS

Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract, (together with the Request for Bids and addenda issued thereto by the State, the bid submitted by the Contractor in response to the State's Request for Bids, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Bids and the Bid; second priority shall be given to the provisions of the Request for Bid and amendments thereto; and third priority shall be given to the provisions of the Bid.

CONTRACT APPROVAL

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

INSURANCE REQUIREMENTS FOR CONTRACTORS

See Exhibit A.

The cost of such insurance shall be included in the total Contract amount.

THUS, DONE AND SIGNED AT Monroe, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____

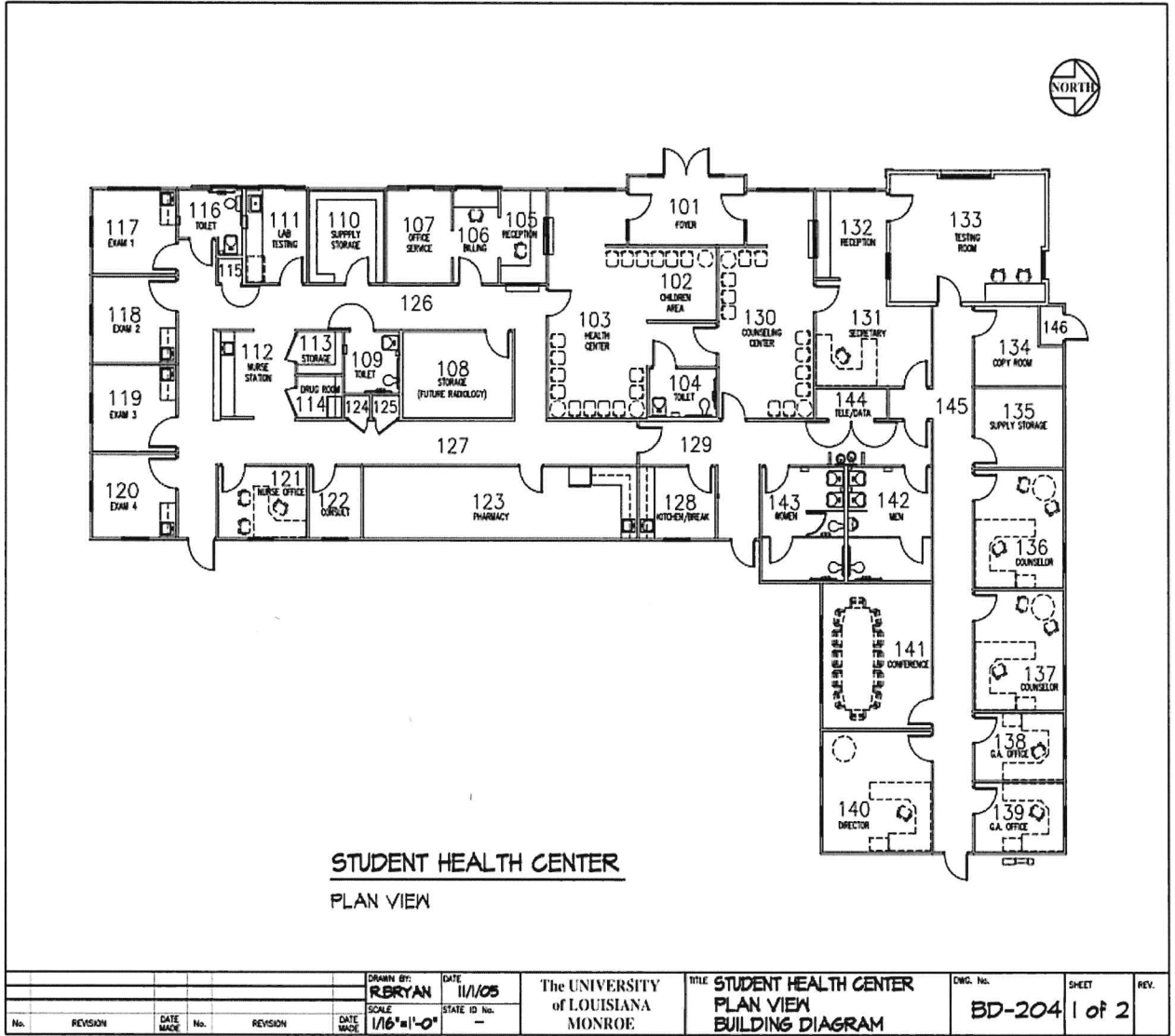
Title: _____

CONTRACTOR SIGNATURE:

By: _____

Title: _____

APPENDIX III Health Center Floor Plan



APPENDIX IV

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

_____ agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of _____, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of UNIVERSITY OF LOUISIANA MONROE, its officers, agents, servants, employees and volunteers.

_____ agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Contractor Name

Signature

Date

Title

Address:

Telephone Number:

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

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

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

4. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

5. **Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers

with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

APPENDIX V

HIPAA Privacy and Business Associate Agreement

This Agreement is entered into this ____ day of _____, _____, between University of Louisiana Monroe (ULM), and [Contractor] (“Business Associate”). This Agreement is incorporated into the Student Health Clinic Agreement between ULM and Business Associate, dated [*Date of Agreement*]. The parties intend to use this Agreement to satisfy the Business Associate contract requirements in the regulations at 45 CFR 164.502(e), 164.504(e) and 164.314(a), issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5) and regulations promulgated thereunder; and for further applicable HIPAA developments published after enactment of P.L. 111-5, including statutes, case law, regulations and other agency guidance.

1.0 Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR part 160 and part 164, including sections 160.103, 164.103, 164.304 and 164.501. Notwithstanding the above, “Covered Entity” shall mean ULM; “Individual” shall mean the person who is the subject of the Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); Protected Health Information shall have the meaning defined in 45 CFR.160.103, which also sets forth the definition of health information, including genetic information as clarified by P.L. 110-233 and applicable regulations; “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E; and “Security Rule” shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.

2.0 Obligations and activities of Business Associate

Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by Section 3.0 of this Agreement, or as required by law.

- (a) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (c) Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not provided for by this Agreement and any security incident of which it becomes aware. For purposes of this Agreement, “security incident” shall have the same meaning as the term “security incident” in 45 CFR 164.304.
- (d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information or electronic Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- (e) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.
- (f) Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations.
- (g) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (i) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.
- (j) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162. Business Associate further agrees to ensure that any agent, including a subcontractor that conducts standard transactions on its behalf will comply with the EDI Standards.
- (k) Business Associate agrees to determine the minimum necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).
- (l) Business Associate agrees to restrict the use or disclosure of Protected Health Information, and document those restrictions, at the request of Covered Entity pursuant to 45 CFR 164.522(a), in a prompt and reasonable manner consistent with the HIPAA regulations.
- (m) Business Associate agrees to accommodate alternative means or alternative locations to communicate Protected Health Information, and document those alternative means or alternative locations, at the request of Covered Entity or an Individual, pursuant to 45 CFR 164.522(b), in a prompt and reasonable manner consistent with the HIPAA regulations.
- (n) Business Associate agrees to be the primary party responsible for receiving and resolving requests from an individual exercising his or her individual rights described in subsections (f), (g), (j), and (n) of this section 2.0.

- (o) Business Associate agrees to implement any and all administrative, technical and physical safeguards necessary to reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Plan(s).
- (p) Business Associate agrees to ensure that access to electronic Protected Health Information related to the Covered Entity is limited to those workforce members who require such access because of their role or function.
- (q) Business Associate agrees to implement safeguards to prevent its workforce members who are not authorized to have access to such electronic Protected Health Information from obtaining access and to otherwise ensure compliance by its workforce with the Security Rule.
- (r) Business Associate acknowledges that enactment of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5, ARRA) amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, Business Associate's obligations and activities under HIPAA's Privacy Rule and Security Rule. Requirements applicable to Business Associate under Title XIII, Subtitle D of ARRA are hereby incorporated by reference into the Agreement, including provisions that would govern the Plan's action if the Business Associate undertakes that action on behalf of the Plan. Business Associate agrees to comply, as of the applicable effective dates of each such HIPAA obligation relevant to Business Associate, with the requirements imposed by ARRA, including monitoring federal guidance and regulations published thereunder and timely compliance with such guidance and regulations. In consequence of the foregoing direct regulation of Business Associate by HIPAA laws and regulations, notwithstanding any other provision of the Agreement, Business Associate further agrees to monitor HIPAA Privacy and Security requirements imposed by future laws and regulations, and to timely comply with such requirements when acting for or on behalf of the Plan in its capacity as a Business Associate.
- (s) Further, Business Associate agrees to timely undertake all activities associated with the duties of ARRA section 13402 (and related guidance) in the event that Business Associate (or its agent) experiences a breach of Covered Entity's Protected Health Information requiring notice to affected individuals and/or any other party. Business Associate agrees that Covered Entity will be given reasonable advance opportunity to review the proposed notice or other related communications to any individual or third party regarding the breach; Covered Entity may propose revised or additional content to the materials which will be given reasonable consideration by Business Associate (or its agent).

3.0 Permitted or required uses and disclosures by Business Associate

(a) General use and disclosure.

- (i) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract and in this Agreement, provided that such use or disclosure of Protected Health Information would not violate the Privacy Rule, including the minimum necessary requirement, if done by Covered Entity.
- (ii) Business Associate shall share Protected Health Information as reasonably requested by Covered Entity with Covered Entity and the Centers for Medicare and Medicaid Services (CMS), and with their agents and any other parties permitted by CMS guidance (including CMS's FAQ #5482), where the Covered Entity is submitting to CMS the Protected Health Information required by 42 CFR 423.884 for Medicare's retiree drug subsidy program.

(iii) Business Associate shall share Protected Health Information as reasonably requested by Employer to carry out its responsibilities as plan administrator of the Plan(s), including, without limitation, for purposes of auditing the performance of Business Associate.

(b) Additional use and disclosure.

(i) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(ii) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that such disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(iii) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(iv) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4.0 Obligation to inform Business Associate of Covered Entity's privacy practices and any authorization or restriction

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 Permissible requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6.0 Term and termination

(a) **Term.** The term of this Agreement shall be effective as of _____, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or

received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

- (b) **Termination for cause.** The Covered Entity may, in its sole discretion, provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the Contract if Business Associate has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of Health and Human Services.
- (c) **Effect of termination.** The parties mutually agree that it is essential for Protected Health Information to be maintained after the expiration of the Agreement for regulatory and other business reasons. The parties further agree that it would be infeasible for Covered Entity to maintain such records because Covered Entity lacks the necessary system and expertise. Accordingly, Covered Entity hereby appoints Business Associate as its custodian for the safe keeping of any record containing Protected Health Information that Business Associate may determine it is appropriate to retain. Notwithstanding the expiration or termination of the Contract, Business Associate shall extend the protections of this Agreement to such Protected Health Information, and limit further use or disclosure of the Protected Health Information to those purposes that make the return or destruction of the Protected Health Information infeasible.

7.0 Miscellaneous

- (a) **Regulatory references.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.
- (b) **Amendment.** Upon the enactment of any law or regulation affecting the use, disclosure, or safeguarding of Protected Health Information or electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend the Contract and this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate the Contract on thirty (30) days written notice to the other party.
- (c) **Survival.** The respective rights and obligations of Business Associate under Section 6.0 of this Agreement shall survive the termination of this Agreement.
- (d) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules.
- (e) **No third-party beneficiary.** Nothing expressed or implied in this Agreement or in the Contract is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) **Severability.** If any provision of this Agreement is held illegal, invalid, prohibited or unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated in that jurisdiction to the

minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable

(g) **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Louisiana to the extent not preempted by the Privacy or Security Rules or other applicable federal law.

(h) **Indemnification and performance guarantees.** The indemnification and performance guarantee provisions contained in the Contract shall also apply to this Agreement.

[For ULM]

[For Contractor]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPENDIX VI
PROPOSED GROSS REVENUE TO ULM**

Bidder shall submit with their bid a proposed guaranteed monthly payment to include the monthly operational expenses .By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

Bidder (Company Name)

Mailing Address

Authorized Signature

City, State, Zip Code

Printed Name

Phone Number

Title

Fax Number

E-Mail Address

Federal Tax ID #

PROPOSED REVENUE	Monthly	Annually
Guaranteed percentage of gross revenue payment based on a minimum value of \$10,000 in monthly gross revenue (_____ %) <p style="text-align: center;">Or</p> Flat Monthly Payment	_____ % <p style="text-align: center;">Or</p> _____ flat monthly Payment	_____ % annually, paid monthly <p style="text-align: center;">Or</p> _____ flat annual Payment, paid monthly
<i>In addition to the above payment to ULM, the awarded bidder will also pay the following to ULM for expenses related to the clinic:</i> <p>Guaranteed total monthly expenses reimbursement (\$150.00/month for phone and \$750.00/month for water and electricity)</p>	\$900.00 monthly	\$10,800 annually
Total Proposed Revenue to ULM	\$	

<p>1. Equipment (please attach a description of each piece of equipment and the purpose of the equipment as it relates to student/faculty health and where it will be house within the HawkHealth Clinic)</p> <p>a. _____</p> <p>b. _____</p> <p>c. _____</p> <p>d. _____</p> <p>e. _____</p> <p>f. _____</p> <p>g. _____</p> <p>h. _____</p> <p>i. _____</p> <p>j. _____</p> <p>k. _____</p> <p>TOTAL</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
--	---

APPENDIX VII
REQUIRED CHECKLIST

The following items are required for a complete bid submission.

- Bid submission Protocol (p. 5)
- Plans and/or schedule form implementation, or orientation, or installation
- Plans for staffing, training, education and certification of staff (resumes)
- Certificates of Insurance
- Certification Statement (Appendix I)
- Indemnification (Appendix IV)
- Bid and equipment (Appendix VI)