

# **REQUEST FOR PROPOSALS**

**for**

**ULM Campus Student Health Clinic Services**



**RFP #: 50006-055**

**Proposal Due Date/Time: Tuesday, June 23, 2020 at 2:00 p.m. CST**

**State of Louisiana  
University of Louisiana at Monroe**

**May 11, 2020**

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**REQUEST FOR PROPOSAL  
FOR  
ULM Campus Student Health Clinic Services**

**PART 1: ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified healthcare service organizations who are interested in operating and managing an on-campus health clinic for the University of Louisiana at Monroe.

**1.2 Background**

Prior to 2013, ULM operated its own student health clinic. Since 2013, ULM has contracted with an outside contractor to operate and manage ULM's on-campus health clinic. This outside contractor has provided health care services for the past six (6) years to faculty, staff, their families and the university community

**1.3 Goals and Objectives**

The selected firm will operate and manage ULM's on-campus health clinic providing basic medical and preventative health care to students, faculty, staff, and their immediate families (their immediate families include their marriage partner and their children) making use of electronic medical, health and patient record keeping and manage medical insurance filings.

**1.4 Term of Contract**

The term of any contract resulting from this RFP shall begin on or about October 4, 2020 and is anticipated to end on October 3, 2021, unless renewed for up to two (2) additional twelve (12) month terms ("Renewal Term(s)") at the same prices, terms and conditions. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

## 1.5 Definitions

Agency	The University of Louisiana at Monroe or 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.
Contractor	Any person having a contract with a governmental body; the selected Proposer. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DO	Doctor of Osteopathic Medicine
DOA	Division of Administration
Immediate Family	The marriage partner and children (ages 5 years +) of the referenced individual.
May and Can	The terms “may” and “can” denote an advisory or permissible action.
MD	Medical Doctor
Must	The term “must” denotes mandatory requirements.
NP	Nurse Practitioner
OSP	Office of State Procurement
PA	Physician Assistant
Proposer	A firm or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
RFP	Request for Proposal
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The State of Louisiana, or designee.
ULM or University	The University of Louisiana at Monroe
ULM Health Clinic	Basic health services for ULM students, employees and their family.

## 1.6 Schedule of Events

<b>Event</b>	<b>Date</b>	<b>Time</b>
RFP advertised in newspapers and post to LaPac	Monday, May 11, 2020	
Virtual Pre-proposal conference	Thursday, May 21, 2020	10:00 a.m. CST
Deadline for receipt of written inquiries	Friday, May 29, 2020	11:30 a.m. CST
Deadline to answer written inquiries	Friday, June 12, 2020	
Deadline for receipt of electronic proposals	Tuesday, June 23, 2020	2:00 p.m. CST
Notice of Intent to award announcement, and 14-day protest period begins, on or about	Thursday, July 23, 2020	
Contract execution, on or about	Tuesday, September 15, 2020	

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

## 1.7 Electronic Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit an electronic proposal containing the mandatory information specified in the section. The proposal must be received by electronic copy in a PDF format to [purchasing@ulm.edu](mailto:purchasing@ulm.edu) (agency's designated RFP response email address) on or before the date and time specified in the Schedule of Events. E-mail submissions are the only acceptable method of delivery. Fax, mail and courier delivery shall not be acceptable. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the time specified.

The proposal package must be emailed to: [purchasing@ulm.edu](mailto:purchasing@ulm.edu) with the Subject Line: RFP# 50006-055 Proposal Submission – [Proposer Name]. If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller emails with "Part 1 of \_\_\_\_" included at the end of each original Subject Line (e.g. RFP# 50006-055 Proposal Submission – [Proposer Name] – Part 1 of 3).

The State assumes no liability for assuring accurate/complete e-mail transmissions and receipt. The responsibility solely lies with each Proposer to ensure their proposal is received at the specified email address prior to the deadline for submission. Proposals received after the deadline, corrupted files, and incomplete submissions (e.g. Part 1 and Part 2 of 3 are received, but Part 3 is not) will not be considered.

## 1.8 Qualification for Proposer

### 1.8.1 Mandatory Qualifications:

#### **Proposers must meet the following qualifications prior to the deadline for receipt of proposals.**

The Proposer and all assigned staff must be licensed to conduct business within the state of Louisiana for the services provided and must have the necessary professional credentials, certifications and accreditations to provide the services required. The Proposer shall submit with its proposal proof of current medical accreditation through State of Louisiana accrediting agency as well as licensing required by the state and/or federal law.

### 1.8.2 Desirable Qualifications:

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

It is desirable, but not required, for the Contractor to be capable of providing services off-campus in a 24-hour walk-in clinic. The proposal shall provide the address to the clinic, if applicable.

## 1.9 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

### 1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

### 1.9.2 Table of Contents

The proposal should be organized in the order contained below.

### 1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment II and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

### 1.9.4 Company Background and Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section.

Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

- i. The Proposer shall give a brief description of their company including brief history, corporate or organization structure, number of years in business, and one (1) copy of its last three (3) years financial statement, preferably audited.
- ii. This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. The Proposer should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients, including names and telephone numbers. The Proposer should demonstrate and provide evidence of their ability to provide comprehensive medical referral services.
- iii. The Proposer should provide the address(s) and location(s) of offsite vendor operated/contracted satellite facilities (if applicable).
- iv. Proposers should provide the address/es and location/s of the facility/ies that will provide referral services and offsite lab services if ULM selects the Proposer to provide this service (include the distance in miles from ULM's campus).
- v. Proposer should provide a proposed program for the overall administration of payment processes for the collection of fees, insurance payments and claims, and reimbursement for service.
- vi. Proposer should provide a customer reference list of no less than three (3) organizations with whom the Proposer currently has contracts, and/or previously provided health services of equal type and scope within the past five (5) years. Reference list to include, company name, contact person, and telephone number, project description, length of business relationship and background year/s of service, summary of work performed, etc.

#### 1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposer should:

Provide a plan as to how your firm would approach the scope of work. Be specific about how your firm's ability to meet all requirements for selection as described in RFP, and how your firm intends to satisfy the requirements of this RFP.

1. Include a management and implementation plan which describes staffing, employee training, policies and procedures, implementation schedule, and records management.
2. Include number and levels of staffing to be assigned.
3. Provide the job descriptions and roles to be performed by individuals assigned to perform work required by the Proposal. Include all services to be provided under this RFP. Be specific as to the range and depth of services to be provided, or that may be provided upon election by ULM, for on-site, satellite and/or after hour's locations, scope of laboratory and referral services, and proximity and location of referral services facility to ULM.
4. Indicate, if any, the services that will not be provided
5. Include in the plan how your firm expects to provide the expected level of coverage and to adjust for changes in requirements, activities, and levels of service.
6. Provide a plan for the collaborative support with ULM for health promotion in initiatives and outreach programs for the students.
7. Describe the types of reports or other written documents you will provide and the frequency, for example: immunization reports by University program, Patients seen, Service Summary, Services Detailed List, Self-Pay Students and Referral information reports. Include samples of reports and documents. Samples of the Proposer's standard clinic management reports are to be submitted with their proposals.
8. Describe the breadth and depth of ULM and private insurance to be accepted by the Contractor and the overall plan for administration, facilitation, management and collection of fees, insurance payments, and reimbursement services.

#### 1.9.6 Proposed Staff Qualifications

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

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 and licenses. 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. A resume for all managers and providers (MD/DO/NP/PA) should be submitted. Each provider should have a minimum of three (3) years experience in their job classification.

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section. Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

### 1.9.7 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

### **1.9.8 Cost Proposal**

The Proposer shall provide the total cost, including but not limited to travel and project expenses, for providing all services described in the RFP and submit on Attachment IV the total cost per year of service. For information purposes only, the Proposer should additionally provide for the project's proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

### **1.9.9 Certification Statement**

The Proposer must sign electronically or submit a scanned signature on Attachment I, the Certification Statement.

### **1.9.10 Outsourcing of Key Internal Controls: Not applicable for this RFP**

### **1.9.11 Electronic Vendor Payment Solution**

The Proposer must sign electronically or submit a scanned signature on Attachment III, the Electronic Vendor Payment Solution.

### **1.9.12 W-9**

The Proposer must sign electronically or submit a scanned signature on the Proposers W9, per Attachment V.

### **1.9.13 Board Resolution**

If the Proposer is a corporation, the Proposer must sign electronically or submit a scanned signature on a certified copy of a board resolution granting such authority. See Attachment VII.

### **1.10 Number of Copies of Proposals**

The State requests that one (1) copy of the entire proposal be submitted in a PDF format at the dedicated email address specified (purchasing@ulm.edu). The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:1701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal will be retained for incorporation into any contract resulting from this RFP.

### **Technical and Cost Proposals**

The State requests the following:

- One (1) technical proposal in PDF and Microsoft Word formats. The file shall be named: RFP#50006-055 - Technical Proposal - [Proposer Name].
- One (1) cost proposal in PDF format. The file shall be named: RFP#50006-055 - Cost Proposal - [Proposer Name].
- One (1) electronic redacted copy of its Proposal (clearly marked "Redacted" if the Proposer is claiming its proposal contains confidential or privilege information pursuant to Section 1.12 of this RFP.

If the file size of the proposal exceeds server requirements, the proposal may be broken into smaller emails with "Part 1 of \_\_\_" included at the end of each original file name (e.g. RFP#50006-055 Cost Proposal– [Proposer Name] – Part 1 of 2).

### **1.11 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding

of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

### 1.12 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which become available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the University of Louisiana at Monroe.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

### 1.13 Proposal Clarifications Prior to Submittal

#### 1.13.1 Pre-proposal Conference

A non-mandatory virtual pre-proposal conference will be held via Zoom at 10 a.m. on Thursday, May 21, 2020.

ULM Campus Healthcare Services RFP - Virtual Pre-proposal Conference .  
Thursday, May 21, 2020 – 10:00 A.M. (Central Time)

Join Zoom Meeting

<https://ulm.zoom.us/j/97090595212?pwd=V0lkUFlqampIRkdtSjlWVHJSdXRxZz09>

Phone Number 1 312 626 6799

Meeting ID: 970 9059 5212  
Password: 928978

The purpose of the virtual conference shall be for Proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal are encouraged to have at least one duly authorized representative attend the virtual pre-proposal conference, but attendance is not mandatory.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Potential Proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, written questions will be researched and an official response will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

### 1.13.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be emailed to the RFP Coordinator listed below.

University of Louisiana at Monroe  
Cheri Perkins - Purchasing Director  
Email: [perkins@ulm.edu](mailto:perkins@ulm.edu)

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only Cheri Perkins or Kelly Moravek has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers 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/Proposers must register in the LaGov portal. Registration is intuitive at the following link:  
[https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website under vendor center at:  
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

### 1.13.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

### 1.14 Error and Omissions in Proposal

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

### 1.15 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

### 1.16 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request which has been electronically signed by an authorized representative of the Proposer must be emailed to the RFP coordinator at [perkins@ulm.edu](mailto:perkins@ulm.edu) as identified in the RFP.

### 1.17 Waiver of Administrative Informalities

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

### 1.18 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

### 1.19 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

### 1.20 Cost of Offer Preparation

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

### 1.21 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

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 the 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 proposal, 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 the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the 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.

### 1.22 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

### 1.23 Use of Subcontractors

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

#### 1.24 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

The University reserves the right to adjust the original scores based upon information received in the presentation, using the original evaluation criteria.

The invitation for written or oral presentations will not obligate the State to a commitment to enter into a contract.

#### 1.25 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

#### 1.26 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

All responses received as a result of this RFP are subject to evaluation by the University Evaluation Committee for the purpose of selecting the Proposer with whom the University shall contract.

To evaluate all proposals, a University evaluation committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If in the best interest of the state, written or oral discussions may be conducted with any or all of the Proposers to make this determination, as described above.

Written recommendation for award shall be made to the ULM Purchasing Department for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the University.

### 1.27 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the University in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

**The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.**

The University reserves the right to adjust the original scores based upon information received in the presentation, using the original evaluation criteria.

### 1.28 Contract Award and Execution

The University reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. Provisions for the lease of the designated on-campus space to the Contractor will be included in the final contract. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds thirty (30) business days, or if the selected Proposer fails to sign the final contract within thirty (30) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### 1.29 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s).

The University will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores,

and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

### **1.30 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **1.31 Insurance Requirements for Contractors**

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.

#### **1.31.1 Contractor's Insurance**

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

#### **1.31.2 Minimum Scope and Limits of Insurance**

##### **1.31.2.1 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.

##### **1.31.2.2 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.

#### 1.31.2.3 Professional Liability (Errors and Omissions) / Medical Malpractice

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 the contract. It shall provide coverage for the duration of the 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.

#### 1.31.2.4 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 the contract. It shall provide coverage for the duration of the 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.

#### 1.31.3 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.

#### 1.31.4 Other Insurance Provisions

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

##### 1.31.4.1 Commercial General Liability, and Cyber Liability Coverages

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.

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.

#### 1.31.4.2 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.

#### 1.31.4.3 All Coverages

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.

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 release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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.

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.

#### 1.31.5 Acceptability of Insurers

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.

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.

#### 1.31.6 Verification of Coverage

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.

The Certificate Holder shall be listed as follows:

State of Louisiana

University of Louisiana at Monroe, Its Officers, Agents, Employees and Volunteers

Purchasing Department – 700 University Avenue, Monroe, LA 71209 - RFP# 50006-055

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.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the 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.

#### **1.31.7 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.

#### **1.31.8 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 the contract.

#### **1.32 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 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.

### 1.33 Payment

ULM shall pay the Contractor in accordance with the Cost Proposal set forth in Attachment IV. The Contractor may invoice the University monthly at the billing address designated by the University. Payments will be made by the University within approximately thirty (30) days after receipt of a properly executed invoice and approval by the University. Invoices shall include the contract number. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. Payments will be made on a monthly invoiced basis, with one-twelfth of the annual contractual amount being paid monthly.

Payment terms shall be negotiated with the successful Proposer.

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly. The payment terms shall be as follows:

Payments to the Contractor for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification established from the Contractor's Proposal. These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the State Travel Regulations. State will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Contractor's proposed costs.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

#### 1.33.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

### 1.34 Termination

#### 1.34.1 Termination of the Contract for Cause

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

#### 1.34.2 Termination of the Contract for Convenience

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### 1.34.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature 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 of Title 39 of the Louisiana Revised Statutes of 1950 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 have not been appropriated.

### 1.35 Assignment

No Contractor shall 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 to a 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.

### 1.36 Right to Audit

The State legislative auditor, federal auditors and internal auditors of the Department of , Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### 1.37 Civil Rights Compliance

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

Contractor agrees not to discriminate in its employment practices, and will render services under the 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 the contract.

### 1.38 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

### 1.39 Entire Agreement/ Order of Precedence

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

### 1.40 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

#### 1.41 Substitution of Personnel

The Contractor's personnel assigned to the Contract shall not be replaced without the prior 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 a project outside the 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 proposal.

#### 1.42 Governing Law

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### 1.43 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

#### 1.44 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

#### 1.45 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

#### 1.46 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals 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. Proposer 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 Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

## PART 2: SCOPE OF WORK/SERVICES

### 2.1 Scope of Work

This RFP is for the provision and management of student-centered, innovative, and cost-effective health services on the 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.

ULM currently offers counseling services to its students for issues such as stress management, coping with trauma, depression, anxiety, and relationship issues. These counseling services are provided by ULM and are not a part of this RFP. It is anticipated that (as in the past) Health Services and ULM Personal Counseling will co-locate in one facility.

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

ULM's average fall enrollment for the past three (3) years has been 8,834 students. The clinic's total office & wellness visits has averaged 2,435 visits/year for the past three (3) years, not including ancillary and referral services.

The Scope of Services include but are not limited to, the following:

- The Contractor will be expected to provide staffing levels consistent with service volume needs, and to provide staffing to cover scheduled and unscheduled absences of assigned staff. Staff shall be licensed to prescribe medications appropriate to the level of services provided and to provide immunization programs for the prevention and control of communicable diseases. In addition, the Contractor shall participate in student orientation events and organizing and executing annual flu vaccine clinics offered to students, faculty and staff.
- The Contractor shall provide referrals to students for off-site medical specialists and for medical services (e.g. hospitals, clinical labs, x-ray), 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 community medical facilities for after-hours, long-term, specialty, or other care requiring staff, facilities, and equipment which are either not available to student health services or beyond the scope of authorized service. The patient, not the University, is financially responsible to the provider for health services received off campus and for health services received on campus but beyond the scope of authorized services.
- 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 service providers, and health care educational institutions. The ULM Emergency Operations Center may request the Contractor's help in an on campus emergency. Such help could include using Contractor provided ULM Health Clinic staff during an emergency, in the sole and absolute discretion of the ULM.

- The Contractor will meet quarterly, or upon request, with the ULM contract administrator to discuss operational issues and reports, and will respond promptly to issues which arise between monthly meetings.
- The Contactor will work collaboratively with on-campus mental health staff to provide comprehensive health care.
- The Contractor shall provide for the overall administration of payment processes for the collection of fees, insurance payments and claims, and reimbursement for services.
- 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.
- The Contractor will maintain an immunization program for health sciences students, who will continue to pay for this service; and will provide the University with required reporting as related to these services.
- The Contractor will treat any active student, faculty, staff, or their families who present for treatment.
- The Contractor will waive clinic fees for non-insured students.
- The Contractor will not turn any students over to collections for any reason.

## 2.2 Task and Services

2.2.1 The Contractor shall provide the below primary outpatient care consistent with the Scope of Services:

1. Provide public health prevention programs, including required immunizations and immunizations for the prevention and control of communicable diseases; and specific immunizations required for participation in campus educational programs (e.g., nursing);
2. Provide health education (e.g. nutrition, sexually transmitted infections, HIV, alcohol and substance abuse, eating disorders, preventive medicine);
3. Provide evaluation and guidance for individual health problems;
4. Provide clinical laboratory diagnostic services in support of basic services;
5. Stock treatment areas with standard medications necessary for on-site treatment of common presenting conditions;

6. Provide medical liaison services with other community health agencies and services (e.g., parish health departments, medical and nursing schools);

7. Provide consultation with and referral to off-campus health care providers and hospitals; and

8. Provide consultative services on campus health issues.

### 2.2.2 ULM Health Clinic Staffing

#### Contractor Staffing

The Contractor shall provide health services staff to ULM in a mix of skill sets and for the quantity of hours as is mutually agreed. The quantity of hours and service levels may be renegotiated based on student enrollment and/or allocation of funds. Outlined below are the approximate levels of service anticipated to be provided and supported by the Contractor.

1. Family nurse practitioner and physician assistant mix: up to forty (40) hours per week;
2. Physician: up to eight (8) hours per week providing direct patient care;
3. Medical assistants or licensed vocational nurses (one or more): up to forty (40) hours per week;
4. Phlebotomist for blood draws; and
5. Administrator—one (1) to remotely oversee contract with ULM.

The minimum qualifications for the Contractor's staff include the following:

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 of experience in their job classification. Experience is to be documented with employment dates, unit descriptions and employers listed, and documentation of professional competence, such as licensing.

ULM reserves the right to approve any personnel to be assigned to work under the contract. ULM reserves the right to require the immediate removal of a person assigned to work under the contract without penalties for actions such as, but not limited to; neglect of duty, inefficiency, incompetence, insubordination, malfeasance, gross misconduct, physical or mental incapacity, mistreatment or abuse of fellow workers or members of the public, conflict of interest, excessive absenteeism, etc.

Personnel assigned are to be immunized in accordance with state law, best business practices, and the Contractor's established policies and procedures.

#### Vacations and absences

The Contractor is required to ensure full staffing as agreed and according to the health clinic schedule and staff mix. In instances of vacation or illness, all positions will remain filled.

### 2.2.3 Communications

Upon award of the Contract and prior to the start of services, the Contractor's project manager and, if applicable, all managers of the Contractor operated and/or contracted satellite facilities shall attend an initial meeting with ULM to discuss contract requirements and moving forward with the ULM

### 2.2.4 Referral Services, including but not limited to:

- Diagnostic X-Rays
- Lab testing
- Comprehensive pharmacy services
- Drug and alcohol education
- Smoking cessation, weight loss
- Post triage urgent care
- Counseling Services

### 2.2.5 ULM Health Clinic Hours of Operations

ULM will provide the Contractor with the 2020-21 fiscal year calendar.

#### Standard Semester Hours

Monday – Friday, 8:00 am – 5:00 pm

Closures: As identified on official University calendar

ULM reserves the right to renegotiate the hours of operation during the term of the contract; reasons for renegotiation may include student enrollment, funding, service demands, and changes in break or holiday schedules.

### 2.2.6 Identification

The Contractor shall be responsible for verifying that anyone receiving services (on-site or off campus) are student, faculty, staff, or their families which shall include children ages 5 years and older. Prior to receiving medical services, the Contractor shall require students, faculty, staff, or their immediate families present a current University issued ID card as proof of enrollment or employment.

### 2.2.7 Campus Health Services Medical Records

The Contractor shall own and maintain all student health services medical records and observe all federal requirements regarding privacy and safe keeping. The Contractor is responsible for maintaining onsite documentation, provision of reference manuals, and ensuring compliance with regulatory record keeping requirements, which are or may come in to effect, such as HIPAA, FERPA, and the Uniform Health Care Act. (RCW 70.02).

As may be requested and when such requests are accompanied by appropriate authorization from the patient, the Contractor shall forward copies of medical records to ULM at no charge.

### 2.2.8 ULM Data Security Requirements

The Contractor agrees to:

1. Comply with all applicable provisions of the federal Health Information Portability and Accountability Act of 1996 (HIPAA);
2. Provide annually documentation of data controls in place for safeguarding sensitive data related to ULM Health Clinic services. Documentation may consist of, but is not limited to, network diagrams, protection methods in place to protect the network, data access procedures, encryption methodology, reporting capabilities, data access procedures, and confidentiality agreements with anyone other than the Contractor.
3. Update annually an incident response process to respond to any information security incident including a provision for providing ULM written notification within 24 hours of any data breach detected by the contractor. Additionally, a full written report shall be provided within thirty (30) days detailing the cause of the incident, the response, and any material changes made, or planned to be made, to improve security on the basis of that incident;
4. Provide documentation of both data backup and recovery procedures and the schedules for both, including evidence that strong encryption of sensitive data has been performed;
5. Respond within ten (10) business days to any request for documentation from internal or external auditors of ULM and/or the state of Louisiana.

### 2.2.9 Compliance with Applicable Law and Health Services Rules and Regulations

1. Contractor agrees to adhere at all times to state and federal standards, laws, and regulations; including OSHA, HIPAA, FERPA.
2. Contractor agrees that it shall comply with all applicable state and federal laws and regulations regarding wages and hours, including but not limited to the Fair Labor Standards Act and other regulations promulgated by the US Department of Labor.
3. Contractor shall comply with all federal laws, regulations and procedures with regard to legal status to work and reside in the United States, including obtaining the documentation required by the 1986 Immigration Reform and Control Act.
4. Contractor shall indemnify, defend and hold ULM harmless from any damages or claims that may result from the Contractor's failure to comply with any of the stated items in this section.
5. ULM reserves the right to review the documentation relating to this section at any time.

## 2.3 Deliverables

The Contractor shall provide quarterly reports and statistics to ULM detailing services rendered, which will include but not be limited to, the number of student visits, types of services provided, and other reports as requested by ULM.

Provide annually documentation of data controls in place for safeguarding sensitive data related to ULM Health Clinic services. Documentation may consist of, but is not limited to, network diagrams, protection methods in place to protect the network, data access procedures, encryption methodology, reporting capabilities, data access procedures, and confidentiality agreements with anyone other than the Contractor.

Create and update annually an incident response process to respond to any information security incident including a provision for providing ULM written notification within 24 hours of any data breach detected by the contractor. Additionally, a full written report shall be provided within 30 days detailing the cause of the incident, the response, and any material changes made, or planned to be made, to improve security on the basis of that incident;

Provide documentation of both data backup and recovery procedures and the schedules for both, including evidence that strong encryption of sensitive data has been performed.

The Contractor shall maintain state of Louisiana credentials for all healthcare staff and provide verification of licensure, board certification and compliance with continuing education requirements. 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 service providers, and health care educational institutions. The ULM Emergency Operations Center may request the Contractor's help in an on campus emergency. Such help could include using Contractor provided ULM Health Clinic staff during an emergency, in the sole and absolute discretion of the ULM.

## 2.4 Technical Requirements– Not applicable for RFP

## 2.5 Project Requirements

### Facilities and Equipment

ULM shall provide at no cost to the Contractor:

1. Health service facility including office and clinic space. Proposers shall include with their proposal comments regarding deficiencies, limitations, and/or recommendations relating to the current facility. Prospective Proposer can visit site during the Pre-Proposal Conference.
2. Utilities including electricity, tap water, and sewer
3. University parking permits
4. Routine building maintenance not due to misuse (Air conditioning system, landscaping, electrical, and plumbing services.)

The Contractor shall supply:

1. Medical equipment required to manage the necessary services provided under this RFP.
2. Maintenance for medical equipment.

3. Charting supplies and systems (electronic and non-electronic) including: scheduling software, computer equipment and maintenance.
4. Limited pharmaceuticals.
5. Standard telephone service and Internet access.
6. Custodial services.
7. Reception and scheduling services.
8. Security which shall work in coordination with the University Police Department
9. Removal of hazardous waste.

## PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

<b>Criteria</b>	<b>Maximum Score</b>
Company Background and Experience	13
Approach and Methodology	20
Proposed Staff Qualifications	20
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"><li>• <i>Up to 10 points available for Hudson-certified Proposers;</i></li><li>• <i>Up to 12 points available for Veteran-certified Proposers;</i></li><li>• <i>If no Veteran-certified Proposers, those two points are not awarded.</i></li></ul> <i>See Section 3.2 for details.</i>	12
Cost	35
<b>TOTAL SCORE</b>	<b>100</b>

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 26.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

### 3.1 Cost Evaluation

The Proposer with the lowest total cost shall receive 25 points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 25)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated

LPC = Lowest Proposed Cost of all Proposers

TCP = Total Cost of Proposer being evaluated

### 3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

#### B. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work to be performed; and
- iv. The anticipated dollar value of the subcontract for the three-year contract term.

**Note** – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

## **PART 4: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

The Contractor shall provide quarterly reports and statistics to ULM detailing services rendered, which will include but not be limited to, the number of student visits, types of services provided, and other reports as requested by ULM.

Provide annually documentation of data controls in place for safeguarding sensitive data related to ULM Health Clinic services. Documentation may consist of, but is not limited to, network diagrams, protection methods in place to protect the network, data access procedures, encryption methodology, reporting capabilities, data access procedures, and confidentiality agreements with anyone other than the Contractor.

Update annually an incident response process to respond to any information security incident including a provision for providing ULM written notification within 24 hours of any data breach detected by the contractor. Additionally, a full written report shall be provided within 30 days detailing the cause of the incident, the response, and any material changes made, or planned to be made, to improve security on the basis of that incident;

Provide documentation of both data backup and recovery procedures and the schedules for both, including evidence that strong encryption of sensitive data has been performed.

The Contractor shall maintain state of Louisiana credentials for all healthcare staff and provide verification of licensure, board certification and compliance with continuing education requirements.

### **4.2 Performance Measurement/Evaluation/Monitoring Plan**

#### **4.2.1 Performance Measures/Evaluation:**

Annually, an overall performance evaluation will be completed by the ULM contract monitor and reviewed with the Contractor.

#### **4.2.2 Monitoring Plan:**

ULM contract monitors will meet with the Contractor and its staff to assess the fulfillment of the scope of services outlined in this RFP. Findings and recommendations for improvement of services will be provided by the ULM contract monitor at the time of the meeting.

### **4.3 Veteran and Hudson Initiative Programs Reporting Requirements**

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.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

## ATTACHMENT I: CERTIFICATION STATEMENT

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

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer 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: \_\_\_\_\_

Proposer 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 proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have **thirty (30)** 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. Proposer shall certify, by signing and submitting a proposal for \$25,000 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 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it 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 LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The

contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals 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. Proposer 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 Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or  
Authorized Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

## ATTACHMENT 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

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**CONTRACTOR (Legal Name if Corporation) FEDERAL EMPLOYER TAX ID NUMBER**

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

**STATE LDR ACCOUNT #**

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

**STREET ADDRESS TELEPHONE NUMBER**

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

**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](#)

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**TERM OF CONTRACT**

This Contract shall begin on October 4, 2020 and shall end October 3, 2021 unless renewed for up to two (2) additional twelve (12) month terms ("Renewal Term(s)") at the same prices, terms and conditions.. 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 twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year 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](#) per year, which is to be paid in twelve equal monthly installments. 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 Vice President of Student Affairs, Dean of Student Services or Designee.

The State shall make every reasonable effort to make payments within **30 days** 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.

#### **PROHIBITION AGAINST ADVANCE PAYMENTS**

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

#### **GOALS AND OBJECTIVES**

To ensure students, faculty, staff and their families that they have access to basic on-site outpatient medical and healthcare referral services.

#### **DESCRIPTION OF SERVICES**

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

- **Statement of Work**

Proposer will operate and manage ULM's on-campus Health Clinic; provide basic medical and preventative health care for students, faculty, staff, their families and the community; and possibly at other Contractor operated health care, and/or urgent care facilities located in Ouachita Parish; make use of electronic medical, health, and patient record keeping; and manage medical insurance filings.

Standard Semester Hours

Monday – Friday, 8:00 am – 5:00 pm

Closures: As identified on the official University calendar

Must maintain 24-hour coverage with a doctor on call when the clinic is not open.

ULM reserves the right to renegotiate the hours of operation during the term of the contract; reasons for renegotiation may include student enrollment, funding, service demands, and changes in break or holiday schedules.

- **DESCRIPTION OF SERVICES**

Provide and manage a student-centered, innovative, and cost-effective health services on the ULM campus.

- The Contractor will be expected to provide staffing levels consistent with service volume needs, and to provide staffing to cover scheduled and unscheduled absences of assigned staff. Staff shall be licensed to prescribe medications appropriate to the level of services provided and to provide immunization programs for the prevention and control of communicable diseases. In addition, the Contractor shall participate in student orientation events and organizing and executing annual flu vaccine clinics offered to students, faculty and staff.

- The Contractor shall provide referrals to students for off-site medical specialists and for medical services (e.g. hospitals, clinical labs, x-ray), 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 community medical facilities for after-hours, long-term, specialty, or other care requiring staff, facilities, and equipment which are either not available to student health services or

beyond the scope of authorized service. The patient, not the University, is financially responsible to the provider for health services received off campus and for health services received on campus but beyond the scope of authorized services.

- 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 service providers, and health care educational institutions. The ULM Emergency Operations Center may request the Contractor's help in an on campus emergency. Such help could include using Contractor provided ULM Health Clinic staff during an emergency, in the sole and absolute discretion of the ULM.
- The Contractor will meet monthly with the ULM contract administrator to discuss operational issues and reports, and will respond promptly to issues which arise between monthly meetings.
- The Contractor will work collaboratively with on-campus mental health staff to provide comprehensive health care.
- The Contractor shall provide for the overall administration of payment processes for the collection of fees, insurance payments and claims, and reimbursement for services.
- 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.
- The Contractor will maintain an immunization program for health sciences students, who will continue to pay for this service.
- The Contractor will treat any active student, faculty, staff, or their families who present for treatment.
- The Contractor will waive clinic fees for non-insured students.
- The Contractor will not turn any students over to collections for any reason.

The successful Contractor must agree to negotiate changes including but not limited to: staff composition and/or workloads, and expansion of programs and services in accordance with Student Health Services' needs.

## **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:

- General.* The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in State-approved documents.
- 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 10 business days. 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 10 business days, 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 5 business days. 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:

Payment to be made to Contractor by the University of Louisiana at Monroe on a monthly basis. Payments will be made by the University within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the University. Payments will be made on a monthly invoiced basis, with one-twelfth of the annual proposed amount being paid monthly.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract.

**PAYMENT WILL BE MADE ONLY UPON APPROVAL OF**

Vice President of Student Affairs, Dean of Student Services or Designee.

**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 proposal.

#### **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; 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.

#### **FERPA**

The Contractor acknowledges that certain information about the University's students is contained in records hosted, accessed, and/or maintained by the [Vendor] in connection with this Agreement and that this information can be confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g) and related University policies currently at [<https://www.ulm.edu/registrar/ferpa.html>] unless valid consent is obtained from the University's students or their legal guardians. Both parties agree to protect these records in accordance with FERPA and University policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. The University shall advise [Vendor] whenever any University students have provided consent to release information to an extent broader than as provided for by FERPA or University policy.

Contractor agrees that it may create, receive from or on behalf of University, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). [Vendor] represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which [Vendor] protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. These measures will be extended by contract to all subcontractors

used by Contractor. At the request of University, [Vendor] agrees to provide University with a written summary of the procedures Contractor uses to safeguard the FERPA Records.

Contractor shall, within one day of discovery, report to University any use or disclosure of FERPA Records not authorized by this Agreement or in writing by University. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by University.

Contractor shall indemnify, defend and hold University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of Contractor's failure to meet or breach any of its obligations under this Agreement.

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return all FERPA Records to University within thirty (30) days or, if return is not feasible, destroy any and all FERPA Records. Twenty (20) days before destruction of any FERPA Records, Contractor will provide University with written notice of [Vendor's] intent to destroy FERPA Records. Within seven (7) days after destruction, [Vendor] will confirm to University in writing the destruction of FERPA Records.

To the extent that the terms and conditions under this Section [or Addendum] conflict with Contractor's privacy policy or Terms of Use, this Section [or Addendum] shall govern the privacy and confidentiality of FERPA Records. The restrictions and obligations under this Section [or Addendum] will survive expiration or termination of this Agreement for any reason.

#### **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.

#### **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 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 shall 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.

#### **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.

#### **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.

**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 Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, 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 Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

**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 Baton Rouge, 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: \_\_\_\_\_

## **STATEMENT OF WORK**

### **SCOPE OF SERVICES**

Contractor shall perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment [Click here to enter the Attachment identification letter or number](#) .

### **INTRODUCTION**

Proposer will operate and manage ULM's on-campus Health Clinic; provide basic medical and preventative health care for students, faculty, staff, their families and the community in accordance with the statement of work ; and possibly at other Contractor operated health care, and/or urgent care facilities located in Ouachita Parish; make use of electronic medical, health, and patient record keeping; and manage medical insurance filings.

### **DESCRIPTION OF SERVICES/TASKS**

Provide and manage a student-centered, innovative, and cost-effective health services on the ULM campus.

- The Contractor will be expected to provide staffing levels consistent with service volume needs, and to provide staffing to cover scheduled and unscheduled absences of assigned staff. Staff shall be licensed to prescribe medications appropriate to the level of services provided and to provide immunization programs for the prevention and control of communicable diseases. In addition, the Contractor shall participate in student orientation events and organizing and executing annual flu vaccine clinics offered to students, faculty and staff.
- The Contractor shall provide referrals to students for off-site medical specialists and for medical services (e.g. hospitals, clinical labs, x-ray), 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 community medical facilities for after-hours, long-term, specialty, or other care requiring staff, facilities, and equipment which are either not available to student health services or beyond the scope of authorized service. The patient, not the University, is financially responsible to the provider for health services received off campus and for health services received on campus but beyond the scope of authorized services.
- 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 service providers, and health care educational institutions. The ULM Emergency Operations Center may request the Contractor's help in an on campus emergency. Such help could include using Contractor provided ULM Health Clinic staff during an emergency, in the sole and absolute discretion of the ULM.
- The Contractor will meet monthly with the ULM contract administrator to discuss operational issues and reports, and will respond promptly to issues which arise between monthly meetings.
- The Contactor will work collaboratively with on-campus mental health staff to provide comprehensive health care.
- The Contractor shall provide for the overall administration of payment processes for the collection of fees, insurance payments and claims, and reimbursement for services.
- 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.

- The Contractor will maintain an immunization program for health sciences students, who will continue to pay for this service.
- The Contractor will treat any active student, faculty, staff, or their families who present for treatment.
- The Contractor will waive clinic fees for non-insured students.
- The Contractor will not turn any students over to collections for any reason.

The successful Contractor must agree to negotiate changes including but not limited to: staff composition and/or workloads, and expansion of programs and services in accordance with Student Health Services' needs.

**SCHEDULE REQUIREMENTS**

Standard Semester Hours

Monday – Friday, 8:00 am – 5:00 pm

Closures: As identified on official University calendar

Quarterly reports as required in RFP

**PERFORMANCE MEASURES AND MONITORING PLAN**

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor’s performance against the criteria in the Statement of Work and are identified as:

The performance of the contract will be measured by the state project manager, authorized on behalf of the State, to evaluate the contractor’s performance against the criteria in the Statement of Work and are identified as:

ULM contract monitors will meet with the contractor and staff a minimum of quarterly to assess the fulfillment of the scope of work/services outlined in this RFP. Findings and recommendations for improvement of the program will be provided by the ULM contract monitor at the time of the meeting. Annually an overall performance evaluation will be completed by the ULM contract monitor and reviewed with the contractor.

**MONITORING PLAN**

The Dean of Student Services will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Pamela Jackson, Dean of Student Services will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor’s performance.

**DELIVERABLES**

Deliverables shall be in accordance with this agreement and the Contractor’s proposal to RFP# 50006-055\_.

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## **CONTRACTOR PERSONNEL AND OTHER RESOURCES**

### **CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

### **CONTRACTOR PERSONNEL**

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

The Contractor shall provide health services staff to ULM in a mix of skill sets and for the quantity of hours as is mutually agreed. The quantity of hours and service levels may be renegotiated based on student enrollment and/or allocation of funds. Outlined below are the approximate levels of service anticipated to be provided and supported by the Contractor.

- A. Family nurse practitioner and physician assistant mix: up to forty (40) hours per week;
- B. Physician: up to eight (8) hours per week providing direct patient care;
- C. Medical assistants or licensed vocational nurses (one or more): up to forty (40) hours per week
- D. Phlebotomist for blood draws; and
- E. Administrator—one (1) to oversee contract with ULM.

The successful Contractor must agree to negotiate changes including but not limited to: staff composition and/or workloads, and expansion of programs and services in accordance with Student Health Services' needs.

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 proposal.

Contractor shall complete the following on all employees: (i) satisfactory completion of a background investigation of Employee by Contractor at Contractor's expense; (ii) Employees receipt of a drug screening test conducted in accordance with Contractor customary practice for all new employees, with results acceptable to Contractor in accordance with such practice, to be arranged by Contractor and Contractor at Contractors expense; (iii) Contractor shall complete an Questionnaire containing answers satisfactory to Contractor, and (iv) Employee shall provide Contractor documentation indicating their eligibility to work within the United States pursuant to The Immigration Reform and Control Act of 1986. Notwithstanding anything herein to the contrary, the effective date of this Agreement.

- *Other Resources.* Contractor shall supply:
  - A. Medical equipment required to manage the necessary services provided under this RFP.
  - B. Maintenance for medical equipment.
  - C. Charting supplies and systems (electronic and non-electronic) including: scheduling software, computer equipment and maintenance.

- D. Limited pharmaceuticals.
- E. Standard telephone service and Internet access.
- F. Custodial services.
- G. Reception and scheduling services.
- H. Security which shall work in coordination with the University Police Department
- I. Removal of hazardous waste.

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## **STATE FURNISHED RESOURCES**

### **STATE FURNISHED RESOURCES**

ULM shall provide at no cost to the Contractor:

- A. Health service facility including office and clinic space. Proposers shall include with their proposal comments regarding deficiencies, limitations, and/or recommendations relating to the current facility. Prospective Proposer can visit site during the Pre-Proposal Conference.
- B. Utilities including electricity, tap water, and sewer
- C. University parking permits
- D. Routine Building maintenance not due to misuse
  - a. Air Conditioning system
  - b. Landscaping
  - c. Electrical
  - d. Plumbing

## CONTRACT - Exhibit A

### Insurance Requirements for Contractors / Indemnification

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

#### Minimum Scope and Limits of Insurance

##### 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.

##### 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.

##### Professional Liability (Errors and Omissions) / Medical Malpractice

Professional Liability/Medical Malpractice (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 the contract. It shall provide coverage for the duration of the 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.

##### 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 the contract. It shall provide coverage for the duration of the 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.

### 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.

### Other Insurance Provisions

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

#### Commercial General Liability, and Cyber Liability Coverages

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.

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.

#### 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.

#### All Coverages

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.

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 release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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.

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.

#### Acceptability of Insurers

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.

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.

### **Verification of Coverage**

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.

The Certificate Holder shall be listed as follows:

State of Louisiana

University of Louisiana at Monroe, Its Officers, Agents, Employees and Volunteers

Purchasing Department – 700 University Avenue, Monroe, LA 71209

Contract# \_\_\_\_\_

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.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the 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.

### **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.

### **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 the contract.

### **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 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.

## ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

ATTACHMENT IV: COST PROPOSAL

**Cost Proposal**

Proposers to provide monthly estimated cost below to operate and manage ULM’s on-campus health clinic.

Payment to be made to contractor by The University of Louisiana at Monroe on a monthly basis. Payments will be made by the University within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the University. Payments will be made on a monthly invoiced basis, with one-twelfth of the proposed amount being paid monthly.

January	May	September
February	June	October
Marcy	July	November
April	August	December

**Annual Total Cost:**

\$ \_\_\_\_\_

LEGAL BUSINESS NAME \_\_\_\_\_

_____	_____	_____
CITY	STATE	ZIP CODE

_____	_____	_____
TELEPHONE NUMBER	FAX NUMBER	FEDERAL TAX ID NUMBER

\_\_\_\_\_  
NAME OF PROPOSER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE OF PROPOSER

\_\_\_\_\_  
DATE

Form **W-9**  
 (Rev. December 2014)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line. Do not leave the line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification. Check only one of the following seven boxes:  
 Individual sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Other (see instructions) ▶ \_\_\_\_\_  
 Note: If a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemption codes apply only to certain entities, not individuals; see instructions on page 2.  
 Exemption code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (See Form 1099-K for details of code 00.)

5 Address number, street, care apt. or suite no. Requester's name and address (optional)

6 City, state, and ZIP code

7 Tax account number(s) (see optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

OR

Employer identification number

						-							
--	--	--	--	--	--	---	--	--	--	--	--	--	--

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶      Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/efile](http://www.irs.gov/efile).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third-party network transactions)

- Form 1099-I (one mortgage interest), 1099-E (student loan interest), 1099-T (TUBS)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding; or
- Claim exemption from backup withholding if you are a U.S. exempt person. If applicable, you are also certifying that as a U.S. person, your share of any passive income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income; and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## ATTACHMENT VI: BOARD RESOLUTION

### Sample Board Resolution

Below is a sample board resolution. When a contractor is a corporation, a formal, dated board resolution must be secured and attached to the contract indicating that the signatory is a corporate representative and authorized to sign said contract.

MEETING OF THE BOARD OF DIRECTORS

OF

---

CORPORATION'S NAME

A meeting of the Board of Directors of (CORPORATION'S NAME) was held on (DATE), whereby a resolution was passed authorizing (NAME AND TITLE OF THE INDIVIDUAL AUTHORIZED TO SIGN ON BEHALF OF THE CORPORATION) by his signature, to enter into any and all contractual obligations on behalf of this corporation.

---

Secretary and/or Chairman and Printed Name

# ATTACHMENT VII: HIPAA PRIVACY AND BUSINESS ASSOCIATE AGREEMENT

## HIPAA Privacy and Business Associate Agreement

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the University of Louisiana at Monroe ["ULM"], and [Contractor] ("Business Associate"). This Agreement is incorporated into the Student Health Center 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: \_\_\_\_\_