


INVITATION TO BID		BID DUE DATE AND TIME	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		09/17/2024 11:00 AM CT	
SOLICITATION RFQ-0000002337 SUPPLIER # SUPPLIER NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>		RETURN BID TO <div style="font-size: 24px; text-align: center; margin-top: 20px;">lsubids@lsu.edu</div> Buyer Amy Hill Bourgeois Buyer Phone Buyer Email ahill5@lsu.edu Issue Date 09/03/2024	
TITLE: Laboratory Services			
<p>To Be Completed By Supplier</p> <ol style="list-style-type: none"> 1. _____ "No Bid" (sign and return this page only). 2. _____ My Company does not wish to receive future solicitations for this spend category. 3. Specify your Delivery: To be made within _____ days after receipt of order. 4. If applicable, Supplier's Addendum Acknowledgement/Response: As an authorized agent/signatory of the supplier, I/we acknowledge receipt of this Addendum, and _____ submit no alterations/clarifications to our original bid. _____ submit superseding revisions/clarifications to our original bid as written herein or attached hereto. <p style="text-align: center;">General Instructions to Suppliers</p> <ol style="list-style-type: none"> 1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement at the "Return Bid To" address stated above, until the specified due date and time. 2. Read the entire solicitation, including all terms, conditions and specifications. 3. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the supplier. 4. Bid prices are to be quoted FOB LSU/Destination and inclusive of any and all applicable shipping and handling charges unless otherwise specified in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment. 5. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. 6. By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud. 			
SUPPLIER NAME		MAILING ADDRESS	
AUTHORIZED SIGNATURE		CITY, STATE ZIP	
PRINTED NAME		PHONE #	
TITLE		FAX #	
E-MAIL		FEDERAL TAX ID #	

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Bid Submission Information

All bids must be submitted electronically to LSU Procurement Services. Bids must be received at the "Return Bid To" email address no later than the due date and time specified herein. Bids must be emailed to lsubids@lsu.edu (*This email address should be used for bid submissions only*). Any bids sent directly to the Buyer of record **will not** be forwarded to the "Return Bid To" email.

When submitting electronically, the RFQ number, solicitation title, and Louisiana contractor's license number should be listed in the subject line of the email. An original and redacted copy (if applicable) must be submitted electronically. Hard copies of bids will not be accepted; therefore, they will not be evaluated.

It is the responsibility of the Supplier to ensure the bid is received by LSU Procurement by the indicated due date and time. Any delays that may occur in transmission of the bid is the responsibility of the supplier. A bid will be considered late if it is not received at the "Return Bid To" email address by the indicated due date and time.

The maximum email attachment size accepted is 125 MB. It is the supplier's responsibility to ensure bid submission is sized such that it is successfully transmitted and received by LSU. If the bid response is too large to be emailed as one document, the bid must be sent as separate documents. Each submittal should be labeled. (Example – Bid Submittal 1 out of 3 for RFQ-000000XXXX - Title; Bid Submittal 2 out of 3 for RFQ-000000XXXX - Title, etc.). If any submittal is received late, LSU will not consider the late submittal(s). Only the submittal(s) received by the due date and time will be considered. Late bids will not be accepted per LAC 34:XIII.515.B.

Bid Opening Information

Bid openings are held electronically. There are no in-person bid openings. To electronically attend the bid opening, use the below link to register in advance:

<https://lsu.zoom.us/meeting/register/tJwvcuygqTltHtZZWmWrGBCjXxstyfiETx33>

After registering, a confirmation email will be provided containing information about joining the bid opening.

No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process.

If an unforeseen circumstance beyond LSU's control prevents bid opening, the Bid will open at the next scheduled bid opening date.

Additional Information

ALL-OR-NONE-AWARD: It is the intent of the University to award all items on an all-or-none basis to the overall lowest responsive and responsible bidder.

Bid prices for shipping are to be quoted FOB LSU/DESTINATION and inclusive of any and all applicable shipping and handling charges.

LSU is a member of the National Association of Educational Procurement (NAEP) and the E&I Cooperative Purchasing Service.

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These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Suppliers or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the University Procurement Code (LAC 34:XIII. Chapters 3-25) and the terms, conditions, and specifications stated in this solicitation.

1. Supplier Enrollment

Suppliers providing a bid/quote in response to a LSU solicitation must be setup in the University's new procurement system (Workday) for bid tabbing and award of a purchase order. Suppliers should complete the online supplier registration form prior to submitting a bid response and/or the bid due date and time to ensure bid tabbing can be done timely after the bid deadline. This website is used in place of a paper form and must be accompanied with an IRS Request for Taxpayer Identification Number and Certification form (W-9 or W-8 if foreign) to collect the required business and tax information that support the University's reporting and compliance requirements. To inquire if you or your company is setup or for questions regarding setup, email suppliers@lsu.edu. The supplier enrollment form can be located at: http://www.lsu.edu/administration/ofa/procurement/supplier_registration.php

2. Bid Delivery and Receipt

Bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose.

Supplier are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Suppliers may deliver bids by hand or by a courier service to the Procurement Office. The University shall not be responsible for any delays caused by the supplier's chosen means of bid delivery. Supplier is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Late bids cannot be accepted per LAC 34:XIII.515.B.

3. Bid Forms

Bids are to be submitted on the LSU solicitation forms provided, and must be signed by an authorized agent of the supplier in accordance with LAC 34:XIII.517. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the supplier's intent to be bound will not be accepted. Bid submissions should not be spiral bound.

4. Interpretation of Solicitation/Supplier Inquiries

If supplier is in doubt as to the meaning of any part or requirement of this solicitation, supplier may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the Procurement Office no later than 4:30 pm CST four (4) business days prior to the opening of bids, and shall be clearly crossreferenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any supplier as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Procurement Office, and mailed or delivered to all suppliers known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by supplier.

5. Bid Addenda

Bid Addendum is to be signed and returned with your bid. If you have already submitted your bid, and this Addendum creates a need to revise/clarify your original response in any way, you are required to submit such in writing. To be considered, your addendum response must be submitted to and received by LSU Procurement at the "Return Bid To" address stated above. Submittals for price alterations and addenda to bids must be clearly marked with the solicitation number and the bid due date/time and returned via fax, email, courier service, hand delivery, or USPS mail. Bid revisions received after bid opening cannot be considered, whereupon the supplier must either honor or withdraw its original bid.

6. Bid Opening

Suppliers may attend the public bid opening of sealed bids. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished.

7. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Procurement Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

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8. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Supplier must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

9. New Products/Warranty/Patents

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the supplier and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Supplier guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

10. Descriptive Information

Suppliers proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to submit descriptive information may cause bid to be rejected. Any changes made by supplier to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, supplier must state in what respect items deviate. Supplier's failure to note exceptions in its bid will not relieve the supplier from supplying the actual products requested.

11. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Suppliers who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item or grouped basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/package specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

12. Taxes

Supplier is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

13. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, supplier agrees that contrary terms and conditions which may be included in its bid are nullified.

14. Supplier Forms/LSU Signature Authority

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any supplier contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any supplier contracts, forms, etc, on behalf of LSU. Departments are expressly prohibited from signing any supplier forms. Any such supplier contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom. Suppliers who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

15. Awards

Award will be made to the lowest responsible and responsive supplier. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

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16. Acceptance of Bid

Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a supplier for goods delivered or services rendered without an official purchase order/contract or award letter. Bid tabulations may be requested after acceptance of bid.

17. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

18. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Procurement Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at supplier's expense, and non-payment.

19. Testing/Rejected Goods

Supplier warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Supplier shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at supplier's risk and expense, and subject to supplier's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the supplier freight collect.

20. Delivery

Supplier is responsible for making timely delivery in accordance with its quoted delivery terms. Supplier shall promptly notify the LSU Department and/or Procurement Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.

21. Default of Supplier

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the supplier to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the supplier with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting supplier will be considered for award.

22. Supplier Invoices

Invoices shall reference the LSU purchase order number, supplier's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, and submitted on the supplier's own invoice form. Invoices submitted by the supplier's third party supplier are not acceptable.

23. Delinquent Payment Penalties

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Supplier penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

24. Assignment of Contract/Contract Proceeds

Supplier shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Procurement Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

25. Right to Piggyback

Where this solicitation may name one department as the primary contract user, LSU reserves the right to authorize additional departments/campuses to use the contract as their needs arise; and Vendor shall honor all such purchase orders.

26. Contract Cancellation

LSU has the right to cancel any contract for cause, in accordance with procurement rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the supplier; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the supplier. In such cases, the supplier shall be entitled to payment for compliant deliverables in progress.

27. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

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28. Equal Employment Opportunity Compliance

By submitting and signing this bid, supplier agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal 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 Act of 1975; the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by supplier, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

29. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

30. Certification of No Suspension or Debarment

By signing and submitting this bid, supplier certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.sam.gov.

31. Right to Audit

The University shall be entitled to audit the books and records of a supplier or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the supplier for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract, pursuant to LAC 34:XIII.1603.

32. Diverse Supplier

(a) Supplier understands that LSU, as the state's flagship university, has an interest in providing entrepreneurial opportunities to diversity-owned businesses. The university is dedicated to promoting the growth and development of minority, women, and small and historically underutilized businesses ("Diverse Businesses") by providing opportunities to participate in university contracts.

(b) In support of this commitment, the supplier shall use good faith and best efforts to provide opportunities to Diverse Businesses that are either certified by the state or another certifying agency in a diverse category, as a subcontractor or supplier under this agreement.

(c) If applicable, supplier shall provide LSU with a list of diversity-owned businesses during each contract year, the list of businesses should identify: (1) the name of the business; (2) its principal office or address; (3) the owner(s); and (4) the services or goods that it may provide or supply and the value of the goods or services procured from the businesses included on supplier's list.

(d) To the extent that any federal or state law, rule, or regulation would require that this section be modified or voided, the parties agree that such provision can be amended or severed from the agreement without affecting any of the other terms of the agreement.

33. Data Privacy

By signing and submitting this bid, I hereby authorize that all information provided in this solicitation, including any and all personal or company data may be shared with LSU departments, suppliers and other governmental agencies to facilitate procurement transactions. This data will be retained according to LSU's retention schedule. To learn more about privacy at LSU, please see the [LSU Privacy Statement](#).

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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
<p>UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO: 6400 Perkins Road Baton Rouge, LA 70808</p>					
1	<p>All or None</p> <p>CBC with differential and platelets</p> <p>Specify Manufacturer / Brand Bid: _____</p> <p>Specify Model / Number Bid: _____</p>	600	Test	\$ _____	\$ _____
2	<p>All or None</p> <p>Urinary albumin and creatinine (quantitative result for creatinine and for micro albumin, and not just the ratio)</p> <p>Specify Manufacturer / Brand Bid: _____</p> <p>Specify Model / Number Bid: _____</p>	600	Test	\$ _____	\$ _____
3	<p>All or None</p> <p>Plasma vitamin B6 (micronutrient)</p> <p>Specify Manufacturer / Brand Bid: _____</p> <p>Specify Model / Number Bid: _____</p>	600	Test	\$ _____	\$ _____
4	<p>All or None</p> <p>Blood lead (venous)</p> <p>Specify Manufacturer / Brand Bid: _____</p> <p>Specify Model / Number Bid: _____</p>	600	Test	\$ _____	\$ _____

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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
5	All or None Plasma zinc (micronutrient) Specify Manufacturer / Brand Bid: _____ Specify Model / Number Bid: _____	600	Test	\$ _____	\$ _____

Specifications for Clinical Referral Laboratory Services

SECTION 1: INTRODUCTION

1. The Pennington Biomedical Research Center (PBRC) requires clinical referral laboratory services for the Stand Ready: Military Health and Nutrition Examination Study (MHANES). This is a cross-sectional study to assess the health and nutritional status of the study participants and is registered on Clinical Trials.Gov. The information on this website serves as a protocol (<https://clinicaltrials.gov/study/NCT06380322?term=Stand%20Ready&rank=1#study-overview>). The Supplier must be able to collect blood and urine specimens from multiple Military bases located within the U.S. and analyze the identified tests described in Section 2 below using the College of American Pathologists (CAP) regulated standards on up to 600 study participants over a 3-year period. The specimen collection will occur at one location at a time and not concurrently with only one set of draws to occur at each site. The PBRC Clinical staff draw and prepare samples to send to the Supplier.

SECTION 2: TEST LIST

Item #	Test Name
0001	CBC with differential and platelets
0002	Urinary albumin and creatinine (quantitative result for creatinine and for micro albumin, and not just the ratio)
0003	Plasma vitamin B6 (micronutrient)
0004	Blood lead (venous)
0005	Plasma zinc (micronutrient)

SECTION 3: TEST LOCATION

Supplier must possess ability to

3.1 The PBRC Clinical research staff will draw and prepare samples ready for transportation. Supplier must collect biospecimens from several different Military locations within U.S. on the same day supplier is notified by the PBRC research team. (Note: data collection will occur at one location at a time and not concurrently and depending on the number of participants. Additional locations within the US may be included to meet the study sample size).

3.2. Supplier must be able to perform listed tests in the states listed (examples of the data collection include but not limited to the following military bases in states within the U.S are Nebraska, North Carolina, Kentucky, Louisiana, Texas, Washington State, New York and Georgia).

3.3 Confirmed test sites and dates of collections are listed in Appendix A.

SECTION 4: WEB BASED REFERENCE LABORATORY SYSTEM

Supplier must provide the following

4.1 Secure access to a web-based reference laboratory system. The supplier shall be responsible for all charges or expenses in connection with the use of the system. The equipment provided by the supplier shall remain the property of the supplier. The web-based reference laboratory system must be able to provide the following functions:

4.2 A comprehensive test directory to include:

Specifications for Clinical Referral Laboratory Services

- test name search function
- search function with ability to cross reference alternative test names
- test mnemonic search function
- test code search function
- preferred specimen
- alternative specimen(s)
- preferred specimen volume
- minimum specimen volume
- specimen collection instructions
- specimen processing instructions
- requirements for specimen transport and storage
- test methodology
- units of measure
- all associated normal ranges
- test schedule
- test result turn-around time
- performing laboratory

4.3 A PBRC specific test directory to include all the information listed in section 4.2 for a list of tests ordered for the MHANES study.

4.4 The ability to order laboratory tests with MHANES specific demographics and other information that will print on specimen labels, test request forms, and laboratory reports as specified:

Demographics and other information on individual specimen labels to include:

- requisition and/or accession number
- de-identified participant's name
- ordering physician's name
- date of collection
- time of collection
- test
- specimen type (serum, plasma, whole blood, etc.)
- preferred specimen volume
- requirement for specimen transport and storage other than ambient, (refrigerator, frozen, etc.)

Demographics and other information on test request forms to include:

- account information
- ordering physician
- requisition number
- de-identified Participant's name
- participant's date of birth
- participant's gender
- participant's identification number
- date of collection
- time of collection
- fasting status
- collector's initials
- order date
- order time
- order entry tech's initials
- free text field for clinical information that will appear on the laboratory report
- field to identify address that copies of the laboratory report should be sent to
- free text comments field for information that will appear only on the laboratory requisition
- test code(s)

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- test name(s)
- specimen type (serum, plasma, whole blood, etc.)
- preferred specimen volume
- requirement for specimen transport and storage other than ambient, (refrigerator, frozen, etc.)

Demographics and other information on laboratory reports to include:

- account information
- requisition and/or accession number
- de-identified Participant's name
- participant's identification number
- participant's date of birth
- participant's age
- participant's gender
- ordering physician
- date of collection
- time of collection
- fasting status
- order date
- order time
- date reported
- time reported
- test name(s)
- test result(s)
- indication that individual test results are normal or abnormal
- reference ranges for each individual test
- performing laboratory

4.5 The ability to view the status of each participant's test status upon request.

4.6 The ability to automatically print laboratory reports by MHANES physician and assigned researchers upon completion.

4.7 The ability to view laboratory orders, requisitions, and reports online.

4.8 The ability to reprint specimen labels, test request forms, and laboratory reports by MHANES researchers upon request.

4.9 Access from networked PBRC computers.

4.10 An online and hard copy user guide.

4.11 Username and password security.

4.12 Administrator ability at PBRC to create, change and deactivate usernames and passwords.

SECTION 5: PRE-PRINTED TEST REQUEST FORM

Supplier must provide the following

5.1 Provide customized, pre-printed test request forms at their own cost for use when the web-based reference laboratory system is not functional.

5.2 The pre-printed test request forms will be carbonless forms with all of the demographics and other information listed for the test request forms in section 4.4

Specifications for Clinical Referral Laboratory Services

5.3 The pre-printed test request forms will include a list of tests ordered by the MHANES physician.

SECTION 6: PRINTERS

Supplier must provide the following

6.1 Provide and maintain a portable label printer and labels to use for study participants

6.2 The supplier shall be responsible for providing and maintenance charges associated with this printer. Equipment provided by the supplier shall remain the property of the supplier.

SECTION 7: LABORATORY REPORTS

7.1 Laboratory reports must meet all requirements of the CAP regulated standards. The demographics and other information listed for laboratory reports in section 4.4 shall be correctly printed on all test reports within two weeks from the start of the contract.

SECTION 8: BUSINESS ASSOCIATE AGREEMENT

8.1 A Business Associate Agreement (BAA) will be signed by both parties upon award. See attached sample BAA.

SECTION 9: ACCOUNTS & INVOICES

9.1 Invoices must be submitted monthly to the Business Office of the Pennington Biomedical Research Center, 6400 Perkins Road, Baton Rouge, LA 70808.

9.2 Invoices are to be itemized and must include:

- account information
- date of invoice
- date of collection
- de-identified participant's name
- test name(s)
- test code(s)
- bid test price

9.3 Itemized invoices received at PBRC without the correct bid test prices, test codes or test names will be returned to the supplier to be corrected and resubmitted.

9.4 All tests ordered should be billed within 90 days of the date that the tests were ordered.

SECTION 10: COURIER SERVICE

10.1 The supplier shall provide courier service to the MHANES Study for picking up specimens and delivering supplies.

10.2 The supplier shall allow the researchers the ability to drop off specimens at a location, if necessary.

10.3 The supplier shall provide courier service to the MHANES for delivering reports as needed.

10.4 Specimen pickup on weekdays/weekends must occur between 2:30 PM and 5:30 PM at the MHANES study location site.

Specifications for Clinical Referral Laboratory Services

10.5 The courier must notify the MHANES researcher no later than 2:00 PM if service will be delayed.

10.6 Supplier shall assign a designated courier to the MHANES Study at each different location testing location.

10.7 Courier Service will be provided on weekdays and weekends.

SECTION 11: SUPPLIES

11.1 The supplier shall furnish the MHANES researchers with all supplies required for specimen collection, specimen processing, specimen transport and project management (Example: blood collection tubes, transfer vials, centrifuge, label maker and labels, courier service, project management, etc.).

11.2 Supplies provided by the supplier shall be included in bid test prices.

11.3 Prior to the first site visit the supplier shall explain which collection supplies will be used for each test and the required collection procedures.

SECTION 12: QUALIFICATIONS

12.1 The supplier shall conform to all federal, state and local rules, regulations and statutory provisions of the locale in which the specimens are picked up and tests performed.

12.2 Laboratories performing tests under this contract shall be approved under the Clinical Laboratory Improvement Act (CLIA) and The College of American Pathologists (CAP).

12.3 Bidder should include copies of current CLIA and CAP accreditation. It will be the successful bidder's responsibility to provide the PBRC with copies of current CLIA and CAP accreditation within two weeks of update or renewal during the contract period.

12.4 The PBRC reserves the right to require an affidavit attesting to full conformance.

12.5 Each bidder should submit the names of at least five (5) client references where similar services have been provided within the last three (3) years, including address, telephone number, email address, and person to contact for reference. PBRC reserves the right to contact provided references.

SECTION 13: PATHOLOGISTS

13.1 The supplier shall have pathologists available for consultation for all tests during PBRC's hours of operation 8:00 AM through 5:00 PM central time, Monday through Friday.

13.2 Confirmatory procedures, reviews and consultation by pathologists that are required shall be included in bid pricing.

13.3 Supplier Medical Director shall hold a current medical license for the duration of the agreement. Within two weeks of the start of the contract, the successful bidder will provide the MHANES study researchers with copies of their Medical Director's medical license and a signed and dated, current CV.

13.4 Every January thereafter as long as the contract is active, any change of the Medical Director or updates to the Medical Director's license or CV must be provided to MHANES study researchers within two weeks of update or renewal.

Specifications for Clinical Referral Laboratory Services

Appendix A

Tentative Current Site Locations and dates confirmed:

Military Installation	Sample collection dates	Sample collection dates	Sample collection dates
Fort Johnson (LA)	Sept 20-22, 2024		
Fort Campbell (KY)	Sept 27-29, 2024	Oct 04-06, 2024	
Joint Base Lewis-McChord (WA)	Jan 24-26, 2025	Jan 31-Feb 02, 2025	Feb 07-09, 2025
Fort Carson (NE)	TBD		
Fort Cavazos (TX)	TBD		
Fort Bliss (TX)	TBD		
Fort Steward (GA)	TBD		
Fort Liberty (NC)	TBD		
Fort Drum (NY)	TBD		

LSU TERM CONTRACT – TERMS & CONDITIONS

A "Term Contract" is defined as an agreement with a supplier to provide specified goods and/or services on an as-needed basis at established prices, terms and conditions during a specific period of time (or term), and does not guarantee usage. Term Contract purchase orders (PO) issued serve as a binding contract with LSU.

1. Scope of Contract

This solicitation is issued to establish a term contract for the specified goods and/or services for the period beginning _____ and ending _____, in accordance with all specifications, terms, and conditions.

2. Initial Contract Period

LSU intends to award all items for the initial contract period specified above. Award delays beyond the anticipated contract begin date may result in an initial award less than the specified contract period.

3. Contract Renewals/Extensions

At the option of LSU and acceptance by the Supplier, this contract may be renewed for _____ additional _____ month periods, or extended in partial increments thereof, at the same prices, terms and conditions of the original contract award.

4. Estimated Quantities

Solicitation quantities shown are estimated only and may be based on historical contract usage and/or projected needs; where usage is not available, a quantity of one (1) indicates a lack of history on this item. Suppliers are cautioned that regardless of the quantity shown in the solicitation, LSU shall not be obligated under the contract to purchase any specific or minimum amount. Supplier must supply any order requirements at the bid/contract prices, whether the total of such requirements are more or less than the estimated quantities shown.

5. Firm Pricing

Contract prices shall remain firm for the duration of the contract term; and no price increases will be allowed, unless escalation/de-escalation provisions are specifically provided for herein. Prices may not exceed the current nationally advertised and available General Services Administration (GSA) Price Schedule if one exists.

LSU is a member of the National Association of Educational Procurement (NAEP) and the E & I Cooperative Purchasing Service.

6. Insurance Requirements

If an automobile is utilized in the execution of the contract, including deliveries made with company owned, hired, and/or non-owned vehicles, Supplier shall be required to furnish a certificate of insurance evidencing coverages per attached insurance requirements. The Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as an additional insured on all liability policies.

7. Supplier Parking on the LSU Campus – Permits & Gate Passes

LSU A & M Campus: Suppliers needing access to reserved, gated "C" parking lots or to controlled access streets in the center of campus for logistics in performing business with LSU, must apply for gate passes through the LSU Office of Parking & Transportation Services (PTS). Visit the LSU/PTS website at www.lsu.edu/parking and the "Parking & Permits" webpage for details.

Other Campuses: For parking information, contact Buyer-Of-Record for instruction or refer to specific campus parking instructions.

8. Supplier Non-Performance

Supplier is required to perform in strict accordance with all contract specifications, terms, and conditions. Supplier will be advised in writing of non-performance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event supplier nonperformance is deemed severe, LSU reserves the right at its sole discretion to suspend supplier and cancel the contract with a ten (10) day written notice. Contract cancellations due to non-performance may be cause to deem the supplier non-responsible in future solicitations.

9. Contract Amendments

Requests for contract changes must be made in writing by an authorized agent/signatory of the supplier and submitted to LSU Procurement Services for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by LSU Procurement Services and issuance of a formal LSU Contract Amendment or PO Change Order. The supplier shall honor purchase orders issued prior to the approval of any contract amendment as applicable.

10. Price Reductions

Whenever price reductions are made by the Supplier/Manufacturer during the LSU contract term, and which are offered to similarly-situated customers [i.e. those contracting under similar terms, conditions, periods, etc], and which are lower than LSU contract prices, said reductions shall be afforded to LSU.

Supplier shall give prompt written notice to LSU Procurement Services of any such price reduction and effective date for issuance of a formal contract amendment. Price reductions must be offered to all departments. Suppliers found to have knowingly and willfully withheld such price reductions may be required to reimburse LSU of any overcharges.

11. Product Substitutions

Only those awarded brands and numbers, furnished in the packaging/units of measure and at the unit prices stated in the LSU contract, are approved for order, receipt, and payment purposes. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at Supplier's expense, and non-payment.

By submitting a bid, Suppliers are expected to have sound supplier agreements in place to support and responsibly perform their contractual term obligations with LSU. Unless discontinued by the manufacturer without replacement, Suppliers are expected to honor the awarded brands/numbers throughout the contract term. Substitution requests based merely on the Supplier's own elective change to another supplier may be disapproved at the sole discretion of LSU Procurement Services.

Departments are not authorized to approve or accept product substitutions without Procurement Services' approval. Suppliers who act without regard to this procedure may face contract cancellation, suspension, and/or debarment.

12. Right to Add Department/Campus Users

Where this solicitation may name one department as the primary contract user, LSU reserves the right to authorize additional departments/campuses to use the contract as their needs arise; and Supplier shall honor all such purchase orders.

13. Non-Exclusivity

This agreement is non-exclusive and shall in no way preclude LSU from entering into similar agreements and/or arrangements with other Suppliers or from acquiring similar, equal, or like goods and/or services from other entities or sources.

14. Contract Usage Report

The Supplier shall keep records of all purchases under this contract and shall be prepared to furnish a contract usage report to LSU upon request at any time during the contract term. Contract usage reports must minimally capture and report the following: item numbers and brief item descriptions; total quantities and dollars for each item subtotaled by using department names; and overall contract quantities and dollars.

15. Contract Evaluation

LSU Procurement Services welcomes suggestions for contract improvements to effectively meet the needs of the departments we serve. Department feedback relative to the incumbent Supplier's performance will be requested for consideration when determining our contract options for renewal or re-solicitation. Supplier performance will be monitored for compliance with contract terms and conditions, and reports of deficient performance will be appropriately addressed with the Supplier.

16. Termination for Non-Appropriation of Funds

The following condition shall apply to any contract covering multiple fiscal years:

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. 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.

17. Termination for Convenience

The University may terminate this Agreement at any time by giving thirty (30) days written notice to Contractor of such termination or negotiating with the Contractor an effective date.

18. Contract Documents

In the event that any conflict arises between the documents that constitute the agreement, the following order of precedence should apply:

- A. Solicitation Specifications
- B. LSU Term Contract – Terms & Conditions
- C. Solicitation Special Terms & Conditions
- D. Solicitation Standard Terms & Conditions

Business Associate Agreement

On this _____ day of _____, 20__, the undersigned, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College represented by Pennington Biomedical Research Center, 6400 Perkins Road, Baton Rouge, LA 70808 ("Covered Entity") and (**Name of Business Associate**) ("Business Associate") have entered into this "Business Associate Agreement" ("Agreement") for the purposes set forth.

1. Business Associate Relationship

(a) Covered Entity and Business Associate are parties to that certain contract, denominated "(Name of underlying contract or purchase order), dated _____ ("the Contract"), and pursuant to which Business Associate is performing functions or tasks on behalf of Covered Entity.

(b) Covered Entity is bound by the regulations implementing the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("HIPAA"), 45 C.F.R. Parts 160 and 164 (the "Privacy Rule"), including, but not limited to, those standards comprising a subset of the Privacy Rule commonly referred to as the "Security Rule." Any reference herein to the Privacy Rule is intended to encompass those standards comprising the Security Rule, as well as the ARRA HITECH provision. It is understood that these regulations continue to be refined by the federal government, and that both the Covered Entity and the Business Associate are obligated to fulfill the requirements of any such changes. The intent and purpose of this Agreement is to comply with the requirements of the Privacy/Security Rule and related provisions, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §§ 164.502(e) and 164.504(e).

(c) In the performance of this Contract, Business Associate is performing functions on behalf of Covered Entity which meet the definition of "Business Associate Activities" in 45 C.F.R. § 160.103, and therefore Business Associate is a "Business Associate" of Covered Entity.

(d) In order for Business Associate to perform its obligations under the Contract, Covered Entity must disclose to Business Associate certain Protected Health Information (as defined in 45 C.F.R. §160.103) that is subject to protection under HIPAA and the Privacy/Security Rule.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and in furtherance of the mutual intent of the parties to comply with the requirements of the Privacy/Security Rule, the parties agree as follows:

2. Definitions

(a) Protected Health Information. Shall have the meaning found in 45 C.F.R. §160.103, limited to the information created, maintained, transmitted, or received by Business Associate from or on behalf of Covered Entity. "Protected Health Information may also be referred to as "PHI". PHI can take the form of oral, written, or electronic information.

(b) Secretary. Means the Secretary of the Department of Health and Human Services or his designee.

(c) Individual. Means the person who is the subject of PHI.

(d) Administrative Safeguards. Means administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect protected

health information and to manage the conduct of the Business Associate's workforce in relation to the protection of that information, as more particularly set forth in 45 C.F.R. § 164.308.

(e) **Breach**. Means the unauthorized acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart E, Part 164 of the HIPAA Privacy Rule, which compromises the security or privacy of the protected health information. Breach **excludes**:

- 1) any unintentional acquisition, access, or use of protected health information by a workforce member or person, acting under the authority of the Business Associate, if
 - a) such acquisition, access, or use was made in good faith and within the course and scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the HIPAA Privacy Rule.
- 2) Any inadvertent disclosure by a person who is authorized to access protected health information at the Business Associate to another person authorized to access protected health information at the same Business Associate or Organized Health Care Arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under subpart E of the HIPAA Privacy Rule.
- 3) A disclosure of protected health information where a Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made was not reasonably able to have retained such information.

Except as provided in paragraphs 1-3 of this definition, an acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart E is presumed to be a breach unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the protected health information has been compromised.

(f) **Physical Safeguards**. Means physical measures, policies, and procedures to protect Business Associate's information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion, as more particularly set forth in 45 C.F.R. § 164.310.

(g) **Security Incident**. Means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. It may or may not include a breach of PHI.

(h) **Technical Safeguards**. Means the technology and the policy and procedures for its use that protect electronic protected health information and control access to it, as more particularly set forth in 45 C.F.R. § 164.312.

(i) **Unsecured Protected Health Information**. Means any PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

(j) **Destruction of PHI**. Means the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals when disposing of PHI.

All other terms used herein that are not specifically defined above shall have the same meanings as those terms defined in the HIPAA rules contained in 45 C.F.R. Parts 160 and 164. Said terms and definitions set forth therein are incorporated herein by reference.

3. Privacy Rule Obligations and Activities of Business Associate

- (a) Business Associate agrees not to use or disclose PHI other than to perform its duties as stated in this Agreement, or as required by law.

(b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the PHI other than as provided for in this Agreement. Business Associate ensures that it has policies and procedures that ensure that appropriate and adequate safeguards are in place to prevent improper use or disclosure of PHI.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware including any breaches of unsecured PHI as required at 45 CFR 164.410 and any security incident of which it becomes aware. The Business Associate shall report the incident as soon as possible, but in no case later than three (3) calendar days from the date the incident is known to the Business Associate.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created, maintained, received or transmitted by Business Associate on behalf of Covered Entity agrees in writing to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in a prompt and timely manner, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity to an Individual in order to meet the requirements of 45 C.F.R. § 164.524.

(g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity or an Individual.

(h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary, in a prompt and timely manner or as designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond timely to a request by an Individual for an accounting of disclosures of PHI and provide in a prompt and timely manner any information related to such disclosures in accordance with 45 C.F.R. § 164.528. This would include any disclosures that constitute a Breach. Business Associate agrees to keep records of the accounting of a disclosure for six (6) years.

(j) Business Associate shall require any agent or subcontractor to whom it provides Covered Entity's PHI to enter into a written agreement between Business Associate and such agent or subcontractor substantially identical to this Agreement, and obligating such agents and subcontractors to the same restrictions on use and disclosure of PHI as are imposed up Business Associate in this Agreement. Business Associate shall furnish evidence to Covered Entity of the execution of such an agreement by its agents or subcontractors before furnishing PHI to such entities.

(k) Business Associate agrees that, in requesting PHI from Covered Entity, and in using or disclosing PHI to others, only the Minimum Necessary information shall be requested, used, or disclosed.

(l) Business Associate agrees to educate the members of its workforce concerning HIPAA Privacy, including policies and procedures related to this agreement, and to provide proof of that education upon the request of the Secretary and/or the Covered Entity.

(m) Business Associate agrees to meet the Privacy/Security and ARRA HITECH provisions for the destruction of PHI when such destruction is necessary. Business Associate shall implement and maintain data retention and data destruction policies and procedures that ensure the security of the PHI. Such policies and procedures must be made available to the Covered Entity at the Covered Entity's request.

(n) To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

4. Security Rule Obligations of Business Associate and Breach Notification

(a) Business Associate agrees to implement and document, as set forth in 45 C.F.R. § 164.316, Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic, physical, and verbal PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. In addition, Business Associate agrees to, in accordance with the requirements of 45 C.F.R. Part 164, Subpart C, and specifically, but not exclusively

1. Ensure the confidentiality, integrity, and availability of all PHI the Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity;
2. Protect against any reasonably anticipated threats or hazards to the security or integrity of such information;
3. Protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required under the HIPAA Privacy Regulations;

(b) Business Associate agrees to ensure that any agent or subcontractor, to whom Business Associate provides this information agrees to implement and document reasonable and appropriate Administrative Safeguards, Physical Safeguards, and Technical safeguards, including at least the requirements set forth in this Section for Business Associate;

(c) Business Associate agrees to report to Covered Entity any Security Incident which puts Covered Entity's PHI at risk of unauthorized disclosure or Breach of unsecured PHI of which Business Associate has knowledge.

For purposes of this section, a Breach or Security Incident shall be treated as discovered by a Business Associate as of the first day on which the Breach or Security Incident is known to the Business Associate, or by exercising reasonable diligence, would have been known to the Business Associate. A Business Associate shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Business Associate.

Business Associate shall, following the discovery of a Breach or Security Incident of such information notify Covered Entity immediately and in no case later than three (3) calendar days after discovery of the Breach or Security Incident, except as provided in 45 C.F.R. §164.412.

In the event of a Breach or Security Incident, Business Associate shall notify Covered Entity and include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the Breach.

The Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification of the Individual under §164.404(c) at the time of the notification or as promptly thereafter as information becomes available.

The Business Associate will report any Breach or Security Incident to the Covered Entity's "Privacy Officer".

It is understood that the Covered Entity will make the necessary disclosure to the Individual and the Secretary, as required by law; however, Business Associate shall be responsible for any and all costs and expenses associated with a Breach committed by Business Associate, including but not limited to, fines, penalties, and direct costs associated with notification of the Secretary and the Individual(s) whose PHI has been breached."

(d) Business Associate agrees to make its policies and procedures, and documentation required by this Section relating to safeguards and breach reporting available, if requested, to the Secretary and to Covered Entity for purposes of determining the Business Associate's compliance with this Section;

(e) Business Associate agrees to educate the members of its workforce concerning the requirements of HIPAA Security and Breach Notification, and will provide proof of that education upon the request of the Secretary and/or the Covered Entity;

(f) Business Associate authorizes termination of the Contract or other relationship by Covered Entity if Covered Entity determines that the Business Associate has violated a material term of the Contract or this Agreement.

5. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise prohibited by law or limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement or intended by the parties, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity or the Privacy Rule, including, but not limited to the following:

- (1) Use or disclose PHI for proper management and administration to carry out the legal responsibilities of the Business Associate, provided that 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 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. Entities to which Business Associate discloses PHI for the purpose of management and administration of the Business Associate shall be deemed "agents" or "subcontractors" of Business Associate, within the meaning of Section 3(e) of this Agreement.
- (2) Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e) (2) (i) (B) (2) (i).

6. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Business Associate acknowledges that it has received a copy of Covered Entity's Notice of Privacy Practices, and agrees to comply with all limitations on use and disclosure of PHI contained therein.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any changes in Covered Entity's Notice of Privacy Practices.

7. Term - and Termination of Agreement

(a) Term. The Term of this Agreement shall be effective as of the date of execution by the last party executing same, 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. Notwithstanding any other provisions of this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this Agreement, Covered Entity shall either:

- (1) Provide an opportunity for Business Associate to cure the breach. Covered Entity may terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (3) If neither termination nor cure is feasible in the sole discretion of Covered Entity, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain copies of any PHI. This provision shall also apply to PHI: that is in the possession of subcontractors or agents of Business Associate.

(2) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall notify Covered Entity of this determination and its reasons. If Covered Entity agrees that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures, for so long as Business Associate maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

8. Miscellaneous

(a) Regulatory References. Any reference in this Agreement to a section in the HIPAA Rule means the section as in effect or as amended.

(b) Formal Amendment and Deemed Amendment. The Parties agree to take such action as is necessary to formally amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191. Regardless of the execution of a formal amendment of this Agreement, the Agreement shall be deemed amended to permit the Covered Entity to comply with HIPAA and the Privacy Rule, as the same may be hereafter amended or interpreted.

(c) Survival. The respective rights and obligations of Business Associate under Section 7 (c) of this Agreement entitled "Effect of Termination" shall survive the termination of this Agreement and/or the Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rule.

(e) Material Breach of Agreement as Breach of Contract. Any material breach of this Agreement by Business Associate shall constitute a material breach of the Contract, and shall entitle Covered Entity to any of the remedies provided in the Contract, in addition to the remedies provided herein.

(f) Provisions of Agreement to Control. In the event of any conflict between the provisions of this Agreement and any of the other provisions of the Contract, including any renewal, extension or modification thereof, the provisions of this Agreement shall control.

(g) Ownership of PHI. The PHI to which Business Associate, or any agent or subcontractor of Business Associate has access under the Agreement shall be and remain the property of Covered Entity.

(h) Indemnification and Contribution. Each party to this Agreement shall indemnify and hold the other harmless from any and all claims, liability, damages, costs and expenses, including attorney's fees and costs of defense and attorney's fees, resulting from the action or omission of the other party. In the event that any liability, damages, costs and expenses arise as a result of the actions or omissions of both parties, each party shall bear such proportion of such liability, damages, costs and expenses as are attributable to the acts or omissions of such party.

(i) Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the inappropriate use or disclosure of PHI directly or indirectly by Business Associate, or any agent or subcontractor of Business Associate.

(j) Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or in connection with any of its provisions, the prevailing party shall be entitled to an award for the attorney's fees and costs incurred therein in addition to any other right of recovery.

(k) Severability. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal, invalid or unenforceable, there will be substituted in lieu thereof a provision as similar in terms to such provision as is possible which is legal, valid and enforceable.

(l) Waiver of Provisions. Failure by either party at any time to enforce or require the strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver or such terms or conditions or modify such provision or in any manner render it unenforceable as to any other time or as to any other occurrence. Any specific waiver by either party of any of the terms and conditions of this Agreement shall be considered a one-time event and shall not constitute a continuing waiver. Neither a waiver nor any failure to enforce shall in any way affect or impair the terms or conditions of this Agreement or the right of either party to avail itself of its remedies.

(m) Choice of Law. To the extent not preempted by HIPAA or the Privacy Rule, the Laws of the State of Louisiana shall govern this Agreement.

(n) Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and will be deemed to have been given when actually delivered (by whatever means) to the party designated to receive such notice, or on the next business day following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by certified United States mail, postage and charges prepaid, directed to the addresses noted below, or to

such other or additional address as any party might designate by written notice to the other party, whichever is earlier.

(o) Attestation of Compliance. The signature of the Business Associate to this Agreement indicates compliance to the requirements outlined in this Agreement.

Notices required by this Agreement shall be sent as follows:

Covered Entity:

[Name]
[Institution]
[Address]
[City,State,Zip Code]

Business Associate:

[Name]
[Institution]
[Address]
[City,State,Zip Code]

Copy to:

[Name]
[Institution]
[Address]
[City,State,Zip Code]

Copy to:

[Name]
[Institution]
[Address]
[City,State,Zip Code]

THUS DONE AND SIGNED on the date first written above:

[Name of Covered Entity]

By:

Title:

[Name of Business Associate]

By:

Title:

Facility Privacy Officer Contact Information

Privacy Officer:

Contact Phone Number(s):

Contact Address:



Insurance Minimum Limits and Requirements for Standard Contractor/Vendor Agreements

INSURANCE

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as "University") requires contractors/vendors to procure the below minimum limits. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach, and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the contractor/vendors' financial responsibilities as outlined in the agreement's Indemnification requirements. Therefore, the contractor/vendor may opt to have broader coverage and limits to satisfy its financial obligations.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Contractor/vendor is exempt from workers' compensation or fails to provide appropriate coverage, then the Contractor/vendor is or agrees to be solely responsible and hold harmless the University for the injuries of any owners, agents, volunteers, or employees during the course of the agreement.

Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

Other Insurance Requirements

Additional Insured Status

The University is to be listed as an Additional Insured on the Commercial General Liability (must use an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used). See *Verification of Coverage* section on how the University should be listed as an Additional Insured.

Waiver of Subrogation/Recovery

All insurances shall include a waiver of subrogation/recovery in favor of the University.

Primary Coverage and Limits of Insurance

For any claims related to work performed for or on behalf of the University or related to an agreement/purchase order, the contractor/vendor's insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the Contractor/vendor's insurance and shall not contribute with it.

Subcontractors

Subcontractors of the Contractor/vendor shall be subject to all of the requirements stated herein. Contractor/vendor shall include all subcontractors as insureds under its policies or shall be responsible for verifying insurance coverages and limits and maintaining Certificates of Insurance for each subcontractor. The University reserves the right to receive from the Contractor/vendor copies of subcontractors' certificates.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced prior to the commencement of work. The University may require the Contractor/vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

Verification of Coverage

The University shall be listed as Additional Insured and Certificate Holder as follows:

**The Board of Supervisors of Louisiana State
University and Agricultural & Mechanical College
213 Thomas Boyd Hall
Baton Rouge, LA 70803**

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the Contractor/vendor's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

Special Risks or Circumstances

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Insurance Minimum Limits and Requirements for Standard Supplier Agreements (no services to be performed)

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as "University") requires contractors/vendors to procure the below insurance. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach, and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the contractor/vendors' financial responsibilities as outlined in the agreement's Indemnification requirements; therefore, the contractor/vendor may opt to have broader coverage and limits to satisfy its financial obligations.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Supplier is exempt from workers' compensation then the Supplier is or agrees to be solely responsible and hold harmless the University for the injuries of any owners, agents, volunteers, or employees during the course of the agreement.

Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

Other Insurance Requirements

Additional Insured Status

The University is to be listed as an Additional Insured on the Commercial General Liability policy.

Primary Coverage

For any claims related to an agreement/purchase order, the suppliers' insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the supplier's insurance and shall not contribute with it.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

Special Risks or Circumstances

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.