

# **LOUISIANA TECH UNIVERSITY**



## **Non-Exclusive Physical Therapy Services and Insurance Billing**

**Sealed Bid Number: 50012-604-25**

Non-Mandatory Pre-Bid Conference: April 16, 2025 @ 10:00 AM CDT

Bid Opening: May 16, 2025 @ 2:00 PM CDT

## **PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

### **1.1 General Overview**

The purpose of this Sealed Bid is to obtain competitive offers from bona fide qualified bidders who are interested in providing services by making available a certified physical therapist holding the Doctor of Physical Therapy designation to focus on the rehabilitation of surgical and non-surgical orthopedic injuries.

Services will be provided with specific direction set by the Associate Athletic Director for Sports Medicine. Weekly hours of service and provided staffing will vary to accommodate patient load. The typical fiscal year begins with a lower patient load as the athletic seasons are just beginning. Hours per week, and staffing will be increased or decreased due to demand. The Associate Athletic Director for Sports Medicine will coordinate this with a representative of the contractor within a reasonable time period.

The contractor will provide staffing to bill the student-athlete's private health insurance. The contractor will coordinate uninsured student-athlete's care with the Associate Athletic Director for Sports Medicine up to a 'not to exceed' dollar limit of services based upon rates billed by private insurance. The contractor will provide quarterly reports to the Associate Athletic Director for Sports Medicine that outlines the number of patients treated, amount billed and amount received.

Contractor will work with Louisiana Tech University Athletic Department staff consisting of Associate Athletic Director for Sports Medicine, Associate/Assistant Athletic Trainer(s), Athletic Training Interns and student workers.

The Louisiana Tech University Athletic Department will provide two separate spaces in the Wylly Athletic Center, rehabilitation area (24'x17') and treatment area (24'x11'), and other athletic facilities as deemed necessary. Louisiana Tech University will supply all basic rehabilitation supplies along with 3 stationary bikes, 1 elliptical, Alter-G, GameReadys, Combo Units, Normatecs, Leg Press, Squat Rack, Blaze Pods, Dry Needles, and computer for documentation.

The contract resulting from this Bid shall not include medical services for surgery, hospital stays, medical services, or supplies not specifically described in the sealed bid or response. While the sealed bid specifies that all equipment and supplies are provided by the University and that services will be provided on the Louisiana Tech campus, Bidders may offer to provide equipment not currently available and offer off-site facilities that improve care of student athletes.

### **1.2 Goals and Objectives**

The University desires to establish a contract to provide physical therapy services by a certified and licensed Doctor of Physical Therapy focusing upon the rehabilitation of surgical and non-surgical orthopedic injuries. Contractor will bill private insurance of student-athletes for services

described herein. The contractor will share revenue generated from student-athlete's primary insurance claims for services rendered.

Contractor is not permitted to turn student-athletes over to collections or sell receivables to other entities. Violation of this provision is grounds for contract termination.

Accounts not collected cannot be deducted from funds due to the University.

The goal of the contract is to enhance student-athlete welfare, increase healthcare services, and to minimize expense and recover costs of the Athletics Department at the University.

This agreement does not guarantee exclusivity to the contractor.

This agreement doesn't involve Name, Image and Likeness (NIL) for student-athletes as the University cannot facilitate those arrangements. That is between the contractor and the student-athlete. Additional regulations are possible.

### **1.3 Schedule of Events**

Event	Date	Time
Posting of Bid Solicitation (Blackout Period Begins)	April 4, 2025	12:00 PM
Pre-Proposal Conference	April 16, 2025	10:00 AM
Deadline to receive written inquiries	April 30, 2025	5:00 PM
Deadline to answer written inquiries	May 6, 2025	5:00 PM
Sealed Bid Due Date	May 16, 2025	2:00 PM
Contract Effective Begin Date	July 1, 2025	

NOTE: The University reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the Sealed Bid.

### **Non-Mandatory Pre-Bid Conference**

A non-mandatory Pre-Bid Conference shall be held in the Football Meeting Room in the Davidson Athletic Complex on the Louisiana Tech University campus at 1454 West Alabama Avenue, Ruston, LA 71272 on April 16, 2025 at 10:00 A.M., to allow potential bidders an opportunity to ask questions, tour the Athletic Facilities and clarify the University's expectations. Although not required, please RSVP by emailing Clint Williams ([clintw@latech.edu](mailto:clintw@latech.edu)) in the Office of Purchasing with the number of attendees and the name of the company that is being represented.

All oral responses from the University during this pre-bid conference will be unofficial and not binding or change any portion of the sealed bid unless distributed in writing or posted on LAPAC from the University by addenda.

#### **1.4 Bid Submittal**

All bids shall be received by the Office of Purchasing no later than the date and time shown in Section 1.3 the Schedule of Events of this Sealed Bid.

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

**Bid Name:** Non-Exclusive Physical Therapy Services and Insurance Billing for Intercollegiate Athletics

**Sealed Bid Number:** 50012-604-25

**Sealed Bid Opening Date:** May 16, 2025 @ 2:00 PM

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location. Address for submission of bids is:

Office of Purchasing  
Louisiana Tech University  
208 Keeny Circle, Room 408  
P.O. Box 3157  
Ruston, LA 71272

Bids may be delivered by hand or courier service to our physical location at Keeny Hall, 208 Keeny Circle RM 408, Ruston, LA 71272.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The University is not responsible for any delays caused by the bidder's chosen means of delivery.

Bidders should be aware of parking requirements and allow time to locate parking.

Bidder is solely responsible for the timely delivery of its bid. Bids received after the due date and time will not be considered. In addition, bids received via fax or email are unacceptable.

## **1.5 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 bid. 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 bidder 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, offeror, 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.

## **1.6 Response Format**

The following list specifies the items to be addressed in the proposed bid. Please read it carefully and address it completely and in the order listed to facilitate the University's review of the bid.

Bid shall be organized into the sections identified below. The content of each section is detailed in the following pages.

- Certification Statement (see Attachment B)
- Transmittal Letter
- Executive Summary and Bid Overview
- Criteria 1: Bidder Qualifications
- Criteria 2: Bidder Services & Resources
- Criteria 3: Evidence of Successful Practice of Physical Therapy Service for sports related surgical and non-surgical orthopedic injuries and successful insurance billing.
- Criteria 4: Proposed Solution for Services and Insurance and Implementation Schedule
- Criteria 5: Bid

Certification Statement (Attachment B): Bidder will sign and return the bid cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the bid must

initial erasures or other changes. A bid signed by an agent is to be accompanied by evidence of his/her authority. The signer shall further certify that the bid is made without collusion with any other person, persons, company or parties submitting a bid; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal bidder.

Transmittal Letter: The Transmittal Letter accompanying the Sealed Bid shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the bidder. It shall include:

1. A statement referencing all addenda and written questions, the answers and any clarifications to this Sealed Bid issued by the University and received by the bidder. If no addenda have been received, a statement to that effect should be included.
2. A statement that the bid shall remain valid for six (6) months after the due date of the receipt of the bid.
3. A statement that identifies the Confidential Information as described in Section 1.7 Confidentiality.

Criteria 1: Bidder Qualifications: The purpose of the Bidder Qualifications section is to confirm the ability of the Bidder to respond to this Sealed Bid and meet Louisiana Tech University's business requirements. Bidders must describe evidence of their ability to meet each of the qualifications listed below.

- A. Provide bidder's background, including a brief narrative describing the firm's history, senior leadership, resume of the firm's senior leadership and firm's ownership.
- B. Describe bidder's organization, including organization name, legal status, mailing address, full names of organization officers, an organization chart and credit references. Please provide names, addresses and contact information for all principal participants (including key personnel, contractors, subcontractors, financial consultants, financial institutions, etc.) of the team it intends to use to fulfill this contract and define their roles and responsibilities.
- C. Please provide information regarding the financial capability of bidder's organization to successfully carry out the requirements of this Sealed Bid and the financial capability of any proposed partners (if separate firms). Please include either an annual report or audited statements of financial conditions (income statement, balance sheet and cash flow statement) as part of the Sealed Bid.
- D. If bidder has been named as a Defendant in any litigation or administrative proceeding within the past six (6) years, describe the forum, nature of the claim, and resolution of the litigation.

E. The Bidder will provide a certified and licensed Doctor of Physical Therapy (DPT) for all services rendered. The DPT must be licensed by the State of Louisiana Board of Medical Examiners. The DPT must be certified by the Board of Physical Therapy or equivalent as determined by Louisiana Tech University.

F. Describe any and all other qualifications that may be beneficial to Louisiana Tech University in the decision-making process.

Criteria 2: Bidder Services & Resources: Describe the services, resources and skills that bidder can provide to help Louisiana Tech University achieve its Sports Medicine objectives.

As part of this description, detail bidder's skills, resources and expertise in:

Bidder will provide physical therapy services by a certified and licensed DPT. Specific physical therapist assigned to Louisiana Tech University will not change unless approved by the Associate Athletic Director for Sports Medicine. A Physical Therapy Assistant (PTA) will not be permitted to replace DPT, should the DPT be out. DPT would have to be replaced by a DPT in the event the primary DPT is out for any reason. This must be approved as stated above. DPT assigned to the University shall consult with sports medicine staff regarding rehabilitation plans, return to play, etc. Sports medicine staff will be responsible for communication with sport coaches and staff. DPT will not communicate with sport coaches unless requested to do so by sports medicine staff.

A licensed and certified physical therapist that holds a Doctor of Physical Therapy will focus on the rehabilitation of surgical and non-surgical orthopedic injuries. They are expected to perform the duties of a physical therapist that include taking the patient history, conducting a systems review, perform tests and measures to identify potential and existing problems. Provide the interventions to correct those problems, conduct re-examinations, modify the interventions as necessary, and develop and implement discharge plans.

DPT is required to be certified in Blood Flow Restriction (BFR), Titleist Performance Institute (TPI), and Trigger Point Dry Needling.

Bidder shall have a satellite clinic in Ruston, Louisiana.

Criteria 3: Evidence of Successful Sports Related Physical Therapy Services and Insurance Billing:

1. References from physician who have referred patients to your clinic.
2. Statements of successful treatment of a Division I Intercollegiate Student-Athlete.
3. Amount of time on average it takes from the when the service is provided to the patient to when the claim is made with the insurer in a calendar year.
4. Quantity of denials from the insurer have occurred due to timely filing in a calendar year
5. Provide a quantity summary of billable claims filed to collected in calendar year
6. Provide a summary statement of the billable process outlining the procedure along with the average time of processing in a calendar year.

7. Provide a summary of the number of patients turned over to a collection agency in a calendar year.

Criteria 4: Proposed Solution for Services and Insurance and Implementation Schedule including the following:

1. Strategic plan for the on-boarding process to educate and train University staff. Bidder shall provide an implementation plan for the project
2. Bidder shall provide instructions on how Sports Medicine Staff will supply patient demographics and provide sports medicine staff access to on-line scheduling platform.
3. Services will be provided Monday-Friday with specific times being set by Associate Athletic Director for Sports Medicine and will begin at 20 hours per week, not to exceed 40 hours per week. The hours per week can be altered due to patient load as the typical fiscal year begins with a lower patient load as the athletic seasons are just beginning. In the event the hours per week need to be increased or decreased due to demand, the Associate Athletic Director for Sports Medicine will coordinate this with a representative of the bidder within a reasonable time frame.
4. The bidder will be providing resources to bill the student-athlete's health insurance.
5. Implementation Schedule will be subject to 1.3 Schedule of Events and coordinated within reason as determined by the Associate Athletic Director for Sports Medicine and the bidder.

Criteria 5: Bidder must complete the Financial Summary Forms (Attachment A) which shall contain the complete financial offer made to the University.

## **1.6 Confidential Information, Trade Secrets, and Proprietary Information**

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Bidders are reminded that while trade secrets and other proprietary information they submit in conjunction with this solicitation may not be subject to public disclosure, protections must be claimed by the bidder at the time of submission of its sealed bid. Bidders should refer to the Louisiana Public Records Act for further clarification.

## **1.7 Communications**

### **1.7.1 Bidder Inquiry Periods**

The University shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the award and contract cycle. The University reasonably expects and



requires responsible and interested bidders to conduct their in-depth review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the Sealed Bid documents and to submit any written inquiries relative thereto. Without exception, all inquiries **MUST** be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this Sealed Bid. The University reserves the right not to consider inquiries after the established deadline.

To ensure that Sealed Bid documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) are directed to the appropriate persons within the bidder's firm, each bidder who intends to participate in this Sealed Bid should provide the following information to the Purchasing Officer in order to ensure communications are directed appropriately.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

Inquiries concerning this solicitation must be delivered by **E-MAIL ONLY** to:

Louisiana Tech University Office of Purchasing, attention: Clint Williams, Assistant Director of Purchasing, [clintw@latech.edu](mailto:clintw@latech.edu).

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any University employee or consultant.

The University reserves the right to change the schedule of events or revise any part of the Sealed Bid by issuing an addendum to the Sealed Bid at any time. Addenda, if any, will be posted at on LAPAC, Louisiana Procurement and Contract Network. It is the responsibility of the proposer to check the website for addenda to the Sealed Bid, if any.

### **1.7.2 Restrictions on Communications with University Staff**

From the issue date of this Sealed Bid until a vendor is selected and a contract award is made, bidders are not allowed to communicate about the subject of the Sealed Bid with any University administrator or faculty, staff, or members of the Board of Supervisors except:

- The Office of Purchasing representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Office of Purchasing.
- University representatives during bidder presentations.

## **1.8 Errors and Omissions**

The University will not be liable for any error in the bid. Bidders will not be allowed to alter bid documents after the deadline for submission, except under the following condition:

The University reserves the right to make corrections due to patent errors identified in bids by the University or the bidder.

The University, at its option, has the right to request clarification or additional information from the bidder.

## **1.9 Changes, Addenda, Withdrawals**

The University reserves the right to change the Schedule of Events or issue Addenda to the Sealed Bid at any time. The University also reserves the right to cancel or reissue the Sealed Bid if it is in the best interest of the University.

## **1.10 Withdrawal of Bid**

A bidder may withdraw a bid that has been submitted at any time up to the Sealed Bid due date and time. To accomplish this, a written request signed by the authorized representative of the bidder must be submitted to the Louisiana Tech University Office of Purchasing.

## **1.11 Waiver of Administrative Informalities**

Louisiana Tech University reserves the right to accept or reject any or all bids, or part of bids, to waive any informalities, technicalities, clarify any ambiguities in bids, and unless otherwise specified to accept any item in the bid. Such waiver shall in no way modify the Sealed Bid requirements or excuse the bidder from full compliance with the Sealed Bid specifications and other contract requirements if the bidder is awarded the contract.

## **1.12 Bid Rejection**

Issuance of this Sealed Bid in no way constitutes a commitment by the University to award a contract. The University reserves the right to accept or reject any or all bids submitted or to cancel this Sealed Bid if it is in the best interest of the University to do so.

Grounds for the rejection of Sealed Bids include, but shall not be limited to:

- Failure of a bidder to conform to the essential requirements of the Sealed Bid.
- A bid imposing conditions that would significantly modify the terms and conditions of the solicitation or limit the bidder's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the bidder to sign the bid. This includes the Certification Form
- Bids received after the Sealed Bid due date and time specified in the Sealed Bid.

### **1.13 Ownership of Bid**

All materials (paper content only) submitted in response to this solicitation become the property of the University. Selection or rejection of a response does not affect this right. All bids submitted will be retained by the University and not returned to bidders. Any copyrighted materials in the response are not transferred to the University.

### **1.14 Ownership of Contract**

All records, reports, documents and other material delivered or transmitted to selected bidder by the University shall remain the property of the University, and shall be returned by selected bidder to the University, at selected bidder's expense, at termination or expiration of this contract. Except as may be mutually agreed to in writing by the parties, all records, reports, documents, or other material related to this contract and/or obtained or prepared by selected bidder in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by selected bidder to the University, at selected bidder's expense, at termination or expiration of this contract.

### **1.15 Cost of Bid Preparation**

The University is not liable for any costs incurred by prospective bidders prior to issuance of or entering into a contract. Costs associated with developing the Sealed Bid, preparing for oral presentations, and any other expenses incurred by the bidder in responding to the Sealed Bid are entirely the responsibility of the bidder, and shall not be reimbursed in any manner by Louisiana Tech University.

### **1.16 Taxes**

Selected bidder shall be responsible for the payment and remission of all taxes – federal, state and local and all license fees, or any other tax applicable to its operation under this contract or payable as a result of funds arising out of this contract. Selected bidder will comply with all Federal, State and local laws pertaining to its business operations and conform to general

University policies and practices. Selected bidder shall obtain and maintain, at its sole cost and expense, all necessary licenses, permits, approvals which may be required by any municipal ordinances, federal and state laws and regulations, governmental authorities, or otherwise.

#### **1.17 Bid Validity**

All Sealed Bids shall be considered valid for acceptance until such time an award is made, unless the bidder provides for a different time period within its bid response. However, the University reserves the right to reject a bid if the bidder's acceptance period is unacceptable and the bidder is unwilling to extend the validity of its bid.

#### **1.18 Section Titles in Sealed Bid**

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

#### **1.19 Prime Bidder Responsibilities**

The selected bidder shall be required to assume responsibility for all items and services offered in the Sealed Bid. The University shall consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment and all requirements of the contract.

#### **1.20 Use of Subcontractors**

The bidder shall serve as the single prime entity for all services provided pursuant to its contract. That prime entity shall be responsible for all deliverables referenced in this Sealed Bid. This general requirement notwithstanding, bidders may enter into subcontractor arrangements. Bidders may submit a bid in response to this Sealed Bid, which identifies subcontract(s) with others, provided that the bidder acknowledges total responsibility for the entire contract.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the University's understanding of any or all of the bids submitted. Bids may be accepted without such discussions.

#### **1.21 Acceptance of Bid Content**

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

### **1.22 Contract Award and Execution**

The University reserves the right to enter into a contract without further discussion of the bid submitted based on the initial bids received.

The Sealed Bid, including any addenda, and the bid of the selected bidder will become part of any contract initiated by the University.

The University intends to award to a single bidder.

### **1.23 Indemnification**

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

The University may, in addition to other remedies available to them at law or equity and upon notice to the selected bidder, retain such monies from amounts paid to Louisiana Tech University as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.24 Payment**

The selected bidder will make timely payments and make provision for payments as described in response to Sealed Bid and resulting contract.

### **1.25 Financial Reporting Requirements**

The Selected Bidder shall provide a quarterly summary of all treatments issued, claims filed and response from insurance providers. The Summary must include when the treatment was provided, when that treatment was filed with the insurer, and when the claim fulfilled or denied.

If denied, there must be a summary of the reason for the denial. The summary will include averages of time for each step in the treatment to billing to collection cycle for all services.

An annual meeting between the selected bidder and the University's Director of Athletics or his designee shall take place no later than June 1 of each contract year. The meeting shall consist of a thorough review of all facilities, reports, evaluation of treatment success, billing and insurance reimbursements.

A complete Annual Gross Revenue report shall be forwarded to the aforementioned University personnel on or before June 1st of each contract year.

The University or auditors of the State of Louisiana reserve the right to audit any and all of the selected bidder(s) records, agreements or related to activities of the resulting contract.

#### **1.26 Contract Term and Effective Date**

The contract resulting from this Sealed Bid shall be effective July 1, 2025, through June 30, 2026, and is renewable for two additional one-year renewal period at any time by mutual written consent of both parties. The total contract period will not exceed three years.

#### **1.27 Termination**

##### **1.27.1 Termination of the Contract for Cause**

The University may terminate the contract for cause based upon the failure of the selected bidder to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the University shall give the selected bidder written notice specifying the selected bidder's failure. If within thirty (30) days after receipt of such notice, the selected bidder shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the selected bidder in default and the contract shall terminate on the date specified in such notice.

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

##### **1.27.2 Termination of the Contract for Convenience**

Louisiana Tech University may terminate the contract for convenience at any time by giving thirty (30) days written notice to the selected bidder. The selected bidder and University shall be entitled to payment for deliverables in progress under the terms of the contract.

### **1.27.3 Termination for Non-Appropriation of Funds**

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

### **1.28 Assignment**

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

### **1.29 Audit of Records**

The Louisiana Legislative Auditor, federal auditors and internal auditors of Louisiana Tech University, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts of selected bidder which relate to the resulting contract.

### **1.30 Civil Rights Compliance**

The selected bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the 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, and the selected bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The selected bidder agrees not to discriminate in its employment practices and will 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 selected bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### **1.31 Record Retention**

The selected bidder shall maintain all records in relation to the contract for a period of at least five (5) years after termination or expiration of the contract.

### **1.32 Record Ownership**

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

### **1.33 Confidentiality**

All financial, statistical, personal, technical and other data and information relating to the University's operations which are designated confidential by the University and made available to the contractor in order to carry out this contract or which becomes available to the contractor in carrying out the services of the Sealed Bid, 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 University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University 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 University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, 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.

### **1.34 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the Sealed Bid and/or the selected bidder's bid, the inconsistency shall be resolved by giving precedence first to the final contract, then to the Sealed Bid and subsequent addenda (if any) and finally, the selected bidder's bid.



### **1.35 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this Sealed Bid shall be made without the prior approval of Louisiana Tech University.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of services; and/or name change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **1.36 Conflict of Interest**

Bidders responding to this Sealed Bid are required to disclose any potential conflict of interest as part of their bid. If the owner of bidding firm is related to an employee of the University, that relationship must be disclosed in writing and made a part of the Sealed Bid response. Definition of a related person to a University employee means a child, spouse, brother, spouse of brother, sister, parent, spouse of parent, or parent of spouse of such employee. The potential conflict would be between a Louisiana Tech University employee who will take part, or share responsibility for action of Louisiana Tech University through approval, disapproval, decision, recommendation, rendering advice, an investigation or failure to act or perform a duty with respect to the proposed contract and the bidder.

### **1.37 Relationship of Parties**

Nothing contained in the executed contract shall be construed as establishing an employer/employee, partnership, joint venture or University relationship between contractor and Louisiana Tech University. Under the terms of the contract, the contractor is considered as an independent contractor and not as an employee of the University.

### **1.38 Notices**

All notices, statements and payments provided for herein shall be in writing and deemed given if given in person or sent postage paid via registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including without limitation courier delivery, all fees prepaid, to the parties at the addresses given below or such other addresses as either party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below:

If to UNIVERSITY:

Director of Purchasing  
Attention: Melissa B. Hughes, Director  
Office of Purchasing  
Louisiana Tech University  
208 Keeny Circle, Room 408  
P.O. Box 3157  
Ruston, LA 71272  
Telephone: 318-257-4205

If to Contractor:

Contact information of Partner

Either party may provide change of address by written notice to the other party.

**1.39 Entire Agreement:**

The Sealed Bid shall be incorporated into any resulting contract. The resulting contract, including the Sealed Bid and those portions of the bidder's response accepted by the University shall be the entire agreement between the parties.

**1.40 Governing Law**

All activities associated with this Sealed Bid process shall be interpreted under Louisiana law. All bids and contracts submitted are subject to provisions of the laws of the State of Louisiana; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this Sealed Bid.

**1.41 Compliance**

All services under this Sealed Bid must be in strict compliance with Federal and State Medical regulations, NCAA, Conference USA, and Louisiana Tech University rules and regulations. The selected bidder must ensure that all of its employees and agents are adequately instructed and knowledgeable of the applicable rules and regulations. Any concerns about compliance with any athletic rule(s) and regulation(s) in any way related to the University's athletics programs should be immediately communicated to the Louisiana Tech University Athletics Compliance Office.

**1.42 Prohibition of Boycotts of Israel**

In preparing its response, the bidder 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.

#### **1.43 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

## **INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

### **1. Minimum Scope and Limits of Insurance**

#### **a. Workers' Compensation**

Workers' Compensation insurance shall be in compliance with the Workers' Compensation laws 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.

#### **b. 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 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.

#### **c. Automobile Liability**

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

#### **d. Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no later than 30 calendar days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

#### **e. 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 24 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.

**2. 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.

**3. Other Insurance Provisions**

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

a. Commercial General Liability and Automobile Liability Coverage

- i. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards to negligence by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- ii. The Contractor's insurance shall be primary as respects to 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.

b. 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.

c. All Coverages

- i. All policies must be endorsed to require 30 calendar days' written notice of cancellation to the Agency. 10 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, the Contractor is required to notify the Agency of policy cancellations or reductions in limits.
- ii. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant Certificate of Insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- iii. 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.
- iv. 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.

**4. Acceptability of Insurers**

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers' compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

**5. Verification of Coverage**

1. The Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder shall be listed as follows:  
State of Louisiana  
Agency Name, Its Officers, Agents, Employees and Volunteers  
Address, City, State, Zip  
Project or Contract #:
3. In addition to the Certificates, the Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain such 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.

**6. Subcontractors**

The Contractor shall include all subcontractors as insured 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.

**7. Workers' Compensation Indemnity**

In the event the Contractor is not required to provide or elects not to provide workers' compensation coverage, the parties hereby agree that the 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 the Contractor, its owners, agents and employees. The parties further agree that the Contractor is a wholly independent Contractor and is

exclusively responsible for its employees, owners, and agents. The 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.

## ATTACHMENT A

### Sealed Bid

Contractor will agree to pay the State a minimum fee of \$50,000.00 (Fifty Thousand Dollars) by the conclusion the 12 months of the University's fiscal year or the proportionate amount of time the contract is active.

The Contractor will share \_\_\_\_\_% of all gross revenue generated from insurance claims on a semi-annual schedule through the life of the contract.

Contractor will provide services to all student-athletes including those without insurance as coordinated with the Associate Athletic Director for Sports Medicine.

On the semi-annual schedule, the Bidder will provide a report to Associate Athletic Director for Sports Medicine and Deputy Athletic Director for Competitive Excellence of patients seen, billable claims, and claims received.

Louisiana Tech University will provide specified staff support, facilities, equipment and supplies.

Uninsured student-athletes care not to exceed \$\_\_\_\_\_.00 limit of services based upon rates billed private insurance.

Guarantee to the University (if above minimum) \$\_\_\_\_\_.00.

### Bid Signature

By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

\_\_\_\_\_  
Bidder (Company Name)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Federal Tax ID#



## ATTACHMENT B

### CERTIFICATION STATEMENT

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

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

- A. Official Contact Name:
- B. Official Vendor Name:
- C. Official Physical Address:
- D. Official Mailing Address:
- E. E-mail Address:
- F. Telephone Number with area code: (       )
- G. Facsimile Number with area code: (       )

Bidder certifies that the above information is true and grants permission to the University to contact the above named person or otherwise verify the information provided. By its submission of this bid and authorized signature below, Bidder certifies that:

- The information contained in its response to this Sealed Bid is accurate;
- Bidder complies with each of the mandatory requirements listed in the Sealed Bid and will meet or exceed the requirements specified therein;
- Bidder accepts the procedures, mandatory contract terms, and all other administrative requirements set forth in this Sealed Bid.
- Bidder confirms that its Bid will be considered valid until award is made.
- Bidder understands that if selected, the Bidder will have fourteen (14) calendar days from the date of delivery of Contract in which to complete contract negotiations, if any, and execute the final Contract document.

Title:

Official Company Name:

Federal Identification Number:

Street Address:

City:

State:

Zip:

SIGNATURE of Bidder's Authorized Representative:

Date:

---

(Signature MUST be HAND SIGNED and should be in Blue ink)

## ATTACHMENT C

[illegible]

**APPENDIX I: SAMPLE CONTRACT**

**CONTRACT BETWEEN STATE OF LOUISIANA**

**NAME OF DEPARTMENT/AGENCY**

---

**AND**

**CONTRACTOR NAME**

---

**CONTRACT NUMBER *(ISIS/LAGOV)***

---

**TYPE OF SERVICES TO BE PROVIDED**

PROFESSIONAL SERVICES ☐

CONSULTING SERVICES ☐

SOCIAL SERVICES ☐

PERSONAL SERVICES ☐

AGENCY ☐

GOVERNMENTAL ☐

COOPERATIVE ENDEAVOR ☐

---

**CONTRACTOR (Legal Name if Corporation)**

---

**FEDERAL EMPLOYER TAX ID NUMBER**

---

**STATE LDR ACCOUNT #**

---

**STREET ADDRESS**

---

**TELEPHONE NUMBER**

---

**CITY**

**STATE**

**ZIP CODE**

---

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---

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**BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED**

---

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**BEGIN DATE**

**END DATE**

**MAXIMUM CONTRACT AMOUNT**

**MULTI-YEAR CONTRACT BREAKDOWN**

---

**TERMS OF PAYMENT** – 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 WILL BE MADE ONLY UPON APPROVAL OF:** *(Type Title of Personnel only)*

---

### **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.

### **Other Remedies**

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

### **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 Sealed Bid, 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. 39:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

**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 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 and Record Retention**

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.

### **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 Non-procurement 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.

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

**Amendments**

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

**Prohibition of Discriminatory Boycotts of Israel**

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors 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 this contract.

**Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:



Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

### **Cybersecurity Training**

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

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

### **Code of Ethics**

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

**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.

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 as of this day (***enter date***)

**WITNESSES SIGNATURES:**

\_\_\_\_\_

\_\_\_\_\_

**STATE AGENCY SIGNATURES:**

BY; \_\_\_\_\_

\_\_\_\_\_

**(NAME, TITLE & TELEPHONE NUMBER)**

**CONTRACTOR SIGNATURE**

BY: \_\_\_\_\_

\_\_\_\_\_

**(PRINT NAME UNDER SIGNATURE)**

**TAX I.D.#** \_\_\_\_\_

**TELEPHONE NUMBER** \_\_\_\_\_

## APPENDIX II

### INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Telephone Number:

## APPENDIX III

### HIPAA Privacy and Business Associate Agreement

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Louisiana Tech University [“TECH”], and [Contractor] (“Business Associate”). This Agreement is incorporated into the Student Health Center Agreement between TECH 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 TECH; “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 TECH]**

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

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

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

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

**[For Contractor]**

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

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

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

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