LOUISIANA STATE UNIVERSITY
HEALTH SCIENCES CENTER

TEMPORARY PEOPLESOFT CAMPUS SOLUTIONS DEVELOPER

ITB#002472

Monday, July 26th, 2021 @2:00pm central

Invitation to Bid

LSUHSC New Orleans

LSU Health Sciences Center

BIDS WILL BE PUBLICLY OPENED:

July 26,2021 02:00 PM

VENDOR NO. :
SOLICITATION : **002472**
OPENING DATE : **07/26/2021**

Return Sealed Bid to:
Purchasing Department
433 Bolivar St
New Orleans LA 70112

BUYER : **Defourneaux, Patrick M**
BUYER PHONE : **504/568-2947**
DATE ISSUED : **07/12/2021**
REQ. NO :
FISCAL YEAR : **0**

TEMPORARY PEOPLESOFT CAMPUS SO

To be Completed by Vendor:

BUSINESS NAME _____
ADDRESS _____
TAX ID NUMBER _____

_____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY 30 DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.

INSTRUCTION TO BIDDERS

1. READ THE ENTIRE BID(INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS).
   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.

2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.

3. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (See No.9).

VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)	NAME OF BIDDER (TYPED OR PRINTED)	

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4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF A PROPERLY EXECUTED INVOICE THAT IS APPROVED BY LSUHSC OR DELIVERY, WHICHEVER IS LATER.

5. DESIRED DELIVERY: 10 DAYS AFTER RECEIPT OF ORDER, UNLESS SPECIFIED ELSEWHERE.

6. TO ASSURE CONSIDERATION OF YOUR BID, SEE HEADER FOR RETURN INSTRUCTIONS. ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE AND CLEARLY ENDORSED WITH THE BID OPENING DATE, BID OPENING TIME, BID NUMBER, AND BID TITLE. ALL REQUEST FOR QUOTATIONS AND ADDENDA SHOULD BE SUBMITTED VIA FAX, EMAIL OR PLACED IN AN ENVELOPE AND DELIVERED.

7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
   PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:
   IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR $100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.

8. IMPORTANT:
   BY SIGNING THIS BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

9. SIGNATURE AUTHORITY:
   SUBMIT EVIDENCE WITH THE BID OR UPON REQUEST
   R.S. 39:1594 (C) (4) EVIDENCE OF AGENCY, CORPORATE, OR PARTNERSHIP AUTHORITY SHALL BE REQUIRED FOR SUBMISSION OF A BID TO PURCHASING AGENCIES OF THE STATE OF LOUISIANA.

   THE AUTHORITY OF THE SIGNATURE OF THE PERSON SUBMITTING THE BID SHALL BE DEEMED SUFFICIENT AND ACCEPTABLE IF ANY OF THE FOLLOWING CONDITIONS ARE MET:

   (A) THE SIGNATURE ON THE BID IS THAT OF ANY CORPORATE OFFICER LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE, OR THE SIGNATURE ON THE BID IS THAT OF ANY MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM LISTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE.
   (B) THE SIGNATURE ON THE BID IS THAT OF AN AUTHORIZED REPRESENTATIVE OF THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY AND THE BIDDER SUBMITS OR PROVIDES UPON REQUEST A CORPORATE RESOLUTION, CERTIFICATION AS TO THE CORPORATE PRINCIPAL, OR OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY, INCLUDING REGISTRATION ON AN ELECTRONIC INTERNET DATABASE MAINTAINED BY THE PUBLIC ENTITY.
   (C) THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY HAS FILED IN THE APPROPRIATE RECORDS OF THE SECRETARY OF STATE IN WHICH THE PUBLIC ENTITY IS LOCATED, AN AFFIDAVIT, RESOLUTION, OR OTHER ACKNOWLEDGED OR

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AUTHENTIC DOCUMENT INDICATING THE NAMES OF ALL PARTIES AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. SUCH DOCUMENT ON FILE WITH THE SECRETARY OF STATE SHALL REMAIN IN EFFECT AND SHALL BE BINDING UPON THE PRINCIPAL UNTIL SPECIFICALLY RESCINDED AND CANCELED FROM THE RECORDS OF THE RESPECTIVE OFFICES.

IT IS ACCEPTABLE FOR THE SIGNATURE ON THE BID TO BE LISTED AS A VENDOR CONTACT ON LAPAC (LOUISIANA PROCUREMENT AND CONTRACT NETWORK)

10. INQUIRIES:
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.

11. BID FORMS:
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED AND PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND
B. BID FILLED OUT IN PENCIL; AND
C. BID NOT SUBMITTED PER THE SOLICITATION DOCUMENT.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.

12. STANDARDS OR QUALITY:
ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED 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. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION. LSUHSC RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED ITEMS FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF THE ITEM FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE ITEM IS IN COMPLIANCE, COST OF ALL TESTS WILL BE PAID BY LSUHSC.

13. DESCRIPTIVE INFORMATION:
BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, AND TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

14. BID OPENING:
BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL

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WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

15. AWARDS:
AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED, OR ON AN ALL OR NONE BASIS , AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

16. PRICES:
UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

17. TAXES:
VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

18. NEW PRODUCTS:
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

19. CONTRACT RENEWALS:
UPON AGREEMENT OF LSUHSC AND THE CONTRACTOR , A TERM CONTRACT MAY BE EXTENDED FOR 4 (FOUR) ADDITIONAL 12 MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS. RS 39:1615

20. CONTRACT CANCELLATION:
TERMINATION FOR NONCOMPLIANCE:
LSUHSC HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
(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 CONTRACTOR;
(4) FRAUD, COLLUSION , CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE;
(5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;
(6) ANY OTHER BREACH OF CONTRACT.
FURTHER, LSUHSC MAY TERMINATE THIS CONTRACT FOR CAUSE BASED UPON THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE CONTRACT; PROVIDED THAT LSUHSC SHALL GIVE THE CONTRACTOR WRITTEN NOTICE SPECIFYING THE FAILURE. IF WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THE CONTRACTOR SHALL NOT HAVE EITHER CORRECTED SUCH FAILURE OR, IN THE CASE WHICH CANNOT BE CORRECTED IN THIRTY (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SAID FAILURE AND THEREAFTER PROCEEDED DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN LSUHSC MAY, AT ITS OPTION, PLACE THE CONTRACTOR IN DEFAULT AND THE CONTRACT SHALL TERMINATE ON THE DATE

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SPECIFIED IN SUCH NOTICE. THE CONTRACTOR MAY EXERCISE ANY RIGHTS AVAILABLE TO IT UNDER LOUISIANA LAW TO TERMINATE FOR CAUSE UPON THE FAILURE OF LSUHSC TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT; PROVIDED THAT THE CONTRACTOR SHALL GIVE LSUHSC WRITTEN NOTICE SPECIFYING LSUHSC'S FAILURE AND A REASONABLE OPPORTUNITY FOR LSUHSC TO CURE THE DEFECT

TERMINATION FOR CONVENIENCE:
LSUHSC MAY, AT ANY TIME, TERMINATE THE CONTRACT FOR THEIR CONVENIENCE AND WITHOUT CAUSE. UPON RECEIPT OF WRITTEN NOTICE FROM LSUHSC OF SUCH TERMINATION FOR THEIR CONVENIENCE, THE CONTRACTOR SHALL: CEASE OPERATIONS AS DIRECTED BY LSUHSC IN THE NOTICE; TAKE ACTIONS NECESSARY, OR THAT LSUHSC MAY DIRECT, FOR THE PROTECTION AND PRESERVATION OF THE WORK; AND EXCEPT FOR WORK DIRECTED TO BE PERFORMED PRIOR TO THE EFFECTIVE DATE OF TERMINATION STATED IN THE NOTICE, TERMINATE ALL EXISTING SUBCONTRACTS AND PURCHASE ORDERS AND ENTER INTO NO FURTHER SUBCONTRACTS AND PURCHASE ORDERS. IN CASE OF SUCH TERMINATION FOR LSUHSC'S CONVENIENCE, THE CONTRACTOR SHALL BE ENTITLED TO RECEIVE PAYMENT FOR WORK EXECUTED. LSUHSC SHALL NOT BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DEMOBILIZATION COSTS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH TERMINATION.

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.

21. DEFAULT OF CONTRACT:
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

22. ORDER OF PRIORITY:
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

23. APPLICABLE LAW:
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

24. COMPLIANCE WITH CIVIL RIGHTS LAWS:
BY SUBMITTING AND SIGNING THIS BID, BIDDER 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 VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER 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, POLITICAL AFFILIATION, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, 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.

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BIDDER:

25. 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 BID OPENING, MUST NOTIFY THIS 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.

26. INDEMNITY:
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27. IN ACCORDANCE WITH THE PROVISIONS OF (RS 39:2192):
IN AWARDING CONTRACTS, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT THE LOWEST BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY CRIME OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

28. CERTIFICATION OF NO SUSPENSION OR DEBARMENT:
BY SIGNING AND SUBMITTING THIS BID, THE BIDDER CERTIFIES THAT THEIR BUSINESS ENTITY , ANY SUBCONTRACTORS OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS."

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT HTTPS://SAM.GOV

IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, THIS ENTITY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

29. FEDERAL CLAUSES(IF APPLICABLE):
ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUB GUARANTEE SHALL BE PROHIBITED FROM INDUCING BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

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CLEAN AIR ACT:
THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN WATER ACT, WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT:
THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163)

CLEAN WATER ACT:
THE CONTRACTOR HERBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT:
THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

30. ADHERENCE TO JCAHO STANDARDS:
WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION

31. IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (RS 12:163) AND LIMITED LIABILITY COMPANIES (RS 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A CONTRACT WITH THE STATE.

32. INTERPRETATION OF DOCUMENT:
ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

33. 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, VENDOR AGREES THAT CONTRARY TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN ITS BID ARE NULLIFIED AND AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH THIS SOLICITATION.

34. VENDORS FORMS:
THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ALLOWED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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35. PUBLICIZING AWARDS:
IN ACCORDANCE WITH L.A.C 34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

36. PREFERENCE:
IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE?

YES _____
SPECIFY THE LINE NUMBER (S) _____
SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____
(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____
IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?
YES_____ NO_____
FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.
PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

37. AUDIT OF RECORDS: THE STATE LEGISLATIVE AUDITOR, FEDERAL AUDITORS, AND INTERNAL AUDITORS OF THE STATE SHALL HAVE THE RIGHT TO INSPECT AND AUDIT ALL TIMEKEEPING AND EXPENSE RECORDS OF THE CONTRACTING ENTITY OR ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY TO SUBSTANTIATE AMOUNTS INVOICED BY SUPPLIER WITH RESPECT TO THIS AGREEMENT. THE RIGHTS OF INSPECTION AND AUDIT SHALL COMMENCE AS OF THE DATE OF THIS AGREEMENT AND SHALL CONTINUE FOR A PERIOD OF FIVE (5) YEARS AFTER PROJECT ACCEPTANCE OR AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAW. THE CONTRACTING ENTITY AND ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY SHALL MAINTAIN ALL TIMEKEEPING AND EXPENSE RECORDS RELATED TO THIS AGREEMENT FOR THE ENUMERATED FIVE (5) YEAR PERIOD.

38. 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.

39. 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.

Invitation to Bid

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.

Invitation to Bid

PRICE SHEET	Page 10 of 10
NUMBER : 002472 OPEN DATE : 07/26/2021 TIME: 02:00 PM	BIDDER:

UNLESS SPECIFIED ELSEWHERE SHIP TO:

Line No.	Description				
1	Hourly Bill Rate _____				

LSUHealthNewOrleans

LOUISIANA STATE UNIVERSITY
HEALTH SCIENCES CENTER

Terms and Conditions Invitation to Bid #002472
Deadline for quote submission will be Monday July 26th, 2021 @2:00pm central

SECTION 1 – BIDDING AND CONTRACT DOCUMENTS

1.1 Definitions:

Bidder – a legal entity that submits an offer to sell to the Owner on a specified body of work. Generally where the term "Bidder" is used in the specifications, the indication is that the requirement or responsibility is associated with the bid submittal or other pre-award activities.

Service provider – vendor that performs the services as specified herein. The term "Service provider" can also be used in the specification as an inclusive term that references the Service provider and all persons, Subservice providers, or other parties of interest acting on behalf of the Service provider in the performance of the contract as described in the specifications.

1.2 Interpretation of Documents and Prior Approvals:

If any person contemplating submitting a bid is in doubt of the meaning of any part of the specifications, plans or other proposed contract documents and/or desired approval of "or equal" products, they may submit to Patrick Defourneaux's e-mail at **pdefou@lsuhsc.edu** a **written request for an interpretation** or prior approval not later than **NOON on Thursday, July 15th , 2021**. Any interpretation of documents and prior approvals will be made only by addendum duly issued and mailed or delivered to each bidder receiving a set of the plans and specifications. LSUHSC will not be responsible for any other explanations or interpretation of the specifications or proposed documents.

1.3 Pre-Bid Conference:

There will be no mandatory Pre-Bid Conference for this solicitation.

1.4 Bidder's Representation:

Each Bidder by his bid represents the following:

- Bidder has read and understands the Bidding Documents and his or her bid is made in accordance therewith.
- Bidder's bid is based solely upon the materials, systems and services described in the Bidding Documents as advertised and as modified by addenda.
- Bid is not based on any verbal instructions contrary to the Contract Documents and addenda

1.5 Bidding Procedure & Bid Submission:

Bidders must properly complete and sign Bid, including all required attestations and addenda. Any exceptions to the attached terms and conditions or the indemnification agreement shall be presented at the time of the bid submission. Note that any exceptions may result in a disqualified bid if the aforementioned exceptions are in conflict with state guidelines governing LSUHSC. Bids must be signed by a representative of your company authorized to enter into contracts on behalf of your organization in accordance with Louisiana R.S. 39:1594.

These documents must be submitted with the invitation to bid

1. Signed Invitation to Bid Document including the completed price sheet
2. Resumes for Candidate(s). Multiple candidates can be submitted with the bid.
3. Proof Bachelor's degree was obtained (Copy of degree or transcript)
4. ATTACHMENT A – CERTIFICATION STATEMENT
5. ATTACHMENT B – INDEMNIFICATION AGREEMENT
6. CERTIFICATE OF LIABILITY INSURANCE – Per Attachment C
7. ATTACHMENT D – EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
8. ATTACHMENT E – AFFIRMATIVE ACTION COMPLIANCE and ASSURANCE
9. Evidence Company has performed for at least one (1) year as an established temporary staffing service business. (I.E. Business License and/or Secretary of State Business License etc.)
10. Statement that all candidates are willing to take a drug test on demand (refer to CM 37 and CM 38 included with the Invitation to Bid).

The Selected Service Provider must submit the following documents before July 29, 2021

1. Evidence of an established process and/or procedures for capturing time and attendance.
2. Complete background checks performed by the Service Provider for the personnel. These checks should include but are not limited to:
    a. Identity verification via social security number confirmation trace to validate names and addresses provided.
    b. Criminal records check, county and state of residence, for all residential addresses provided for the last seven years, along with a multi-jurisdictional search of criminal databases covering courts, correctional departments, parole departments, and sex offender registries nationwide.
    c. Driver's license/driving records check through the state department of motor vehicles.
    d. Drug screening conducted by an independent drug screening clinic.

All bids are due by 2:00 PM, Monday, July 26th, 2021, at 433 Bolivar Street, Room 623 (Purchasing Department), New Orleans, LA 70112. **Late bids will not be accepted, and will be returned unopened.** It is the bidder's responsibility to make sure bids are delivered before the bid opening. **Fax or e-mail bids will not be accepted.** Delays by mail, traffic, or any other reason will be at the bidders own risk. The bid package must be delivered at the Bidder's expense to:

Patrick Defourneaux
Procurement Analyst, LSU Health Sciences Center
433 Bolivar St.
6th Floor, Purchasing Dept - Room 623
New Orleans, LA 70112
Office phone: 504-568-2947
Email:pdefou@lsuhsc.edu

BIDS SHALL BE DELIVERED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE.

In accordance with R.S. 39:1581, Chapter 5, Section 521C of the Louisiana State Purchasing Rules and Regulations, when an error is made in extending total prices, the unit bid price will govern.
Award: LSUHSC-NO will award to the lowest responsive and responsible bidder based on the unit pricing of any and all items.

Per John Bel Edwards Proclamation 118: JBE 2021 State of Emergency for COVID-19 Extension of Emergency Provisions…Section 1 State Procurement Part D -9: All Public Bid openings shall be suspended. Bid Openings will be made available via phone or web conference.

Web Conference Info:

Topic – Bid Opening 002472

Time - Mon 7/26/2021 2:00PM Central

Meeting ID - 928 9157 9653

Link - https://lsuhsc.zoom.us/j/92891579653

Phone - +1 312 626 6799 US

1.6 Calendar of Events:

Event	Date
ITB Announcement	Monday July 12th, 2021
Written Inquiry Deadline (12:00 Noon) central	Thursday, July 15th, 2021
Issue Responses to Provider Inquiries	Monday, July 19th, 2021
Bid Submission Deadline (2:00 PM) central	Monday, July 26th, 2021
Bid Award & Notification	Tuesday July 27th, 2021

NOTE: LSUHSC reserves the right to amend and/or change this schedule of activities, as it deems necessary.

1.7 Compliance with Applicable Laws and Regulations:

Service provider shall perform all requirements under this contract in strict observance of and in compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Service provider warrants the performance of services under this contract shall be fully compliant with the current requirements of the Occupational Safety and Health Act (OSHA) to include as it may be amended throughout the term of this contract. Service provider shall take precautions to insure work is performed in compliance with occupational safety standards. Service provider shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract.
LSUHSC is responsible for: providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to LSUHSC and ensuring that safety plans exist for, and safety related training is provided to, the temporary employee working on campus in the Resource Center building at 433 Bolivar St.

1.8 Resolving Contract Disputes:
State statute requires that disputes arising under this contract not be resolved in a forum outside of Louisiana. Requiring contract disputes to be resolved in a forum outside of this state or requiring their interpretation to be governed by the laws of another jurisdiction, are inequitable and against the public policy of this state.

1.9 Late Payment Policy:
State statute RS 39:1695 requires that if a state agency fails to make any payment within 90 days of the due date, that agency shall pay, in addition to the payment, interest on the amount due at the rate established pursuant to Civil Code Article 2824 (B) (3) per year, from the 91st day after the due date.

1.10 Use of Agency's Facilities:
Any property of LSUHSC furnished to the Service Provider shall, unless otherwise provided herein, or approved by LSUHSC, be used only for the performance of the agreement. The Service Provider shall be responsible for any loss or damage to property of LSUHSC which results from willful misconduct or lack of good faith on the part of the Service Provider or which results from the failure on the part of the Service Provider to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to LSUHSC in like condition, except for normal wear and tear, to that in which it was furnished to the Service Provider. Upon the happening of loss, or destruction of, or damage to property of LSUHSC, the Service Provider shall notify LSUHSC thereof and shall take all reasonable steps to protect that property from further damage. The Service Provider shall surrender to LSUHSC all property of LSUHSC prior to settlement upon completion, termination, or cancellation of the contract. All reference to the Service Provider under this section shall include any of its employee or agents.

1.11 Confidentiality:
The following provision will apply. All financial, statistical, personal, technical and other data and information relating to LSUHSC's operations which are designated confidential by LSUHSC and made available to the Service Provider in order to carry out the contract, shall be protected by the Service Provider from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to LSUHSC. The identification of all such confidential data and information as well as LSUHSC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LSUHSC in writing to the Service Provider. If the methods and procedures employed by the Service Provider for the protection of the Service Provider's data and information are deemed by LSUHSC to be adequate for the protection of LSUHSC's confidential information, such methods and procedures may be used, with the written consent of LSUHSC, to carry out the intent of this paragraph. The Service Provider 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 Service Provider's possession, is independently developed by the Service Provider outside the scope of the contract, or is rightfully obtained from third parties.

1.12 Service Provider Employer Role
The Service Provider shall be the primary Service Provider of the temporary staffing service. LSUHSC is not a co-employer of employees of the Service Provider. The Service Provider will act as an independent Service Provider conducting business with LSUHSC and as such will comply with all federal, state, and local laws regarding working conditions, hours of employment, overtime regulations, and methods of payment. All work shall be performed in compliance with all applicable federal, state, and local laws, codes and regulations. Any staff provided by the Service Provider shall NOT be entitled to participate in any of the employee benefit plans of the State including retirement, deferred compensation, insurance, paid leave and holidays, and other similar plans, programs and agreements, whether reduced to writing or not. Any benefits accruing to the temporary staffing shall be the responsibility of the temporary staffing service Service Provider.

1.13 Subcontracting

The services provided to accomplish the requirements of this contract shall be under the control of the Service Provider, unless otherwise stated. Should the Service Provider enter into subcontracts with third parties for the performance of any part of this contract, in no event shall the existence of a subcontract operate to release or reduce the liability of the Service Provider for any breach of performance required herein.

1.14 Staff Credentialing

Service Provider shall provide temporary personnel that are qualified and competent to perform the functions of the assignment in accordance with the job descriptions identified herein; and, who have appropriate credentials for the assignment. The Service Provider must pre-screen and verify credentials of staff, where appropriate, to ensure that the Service Provider refers only those individuals who have the education and experience for the assignment(s) requested.

1.15 Unsatisfactory Performance

Service Provider shall also provide a means for exchanging workers if the worker's performance is unsatisfactory to LSUHSC. If a temporary employee is: a) determined unsatisfactory, b) fails to report to work, or c) terminates employment with Service Provider while working, Service Provider agrees to a telephone call back of four (4) hours, or otherwise mutually agreed upon time, to discuss assigning another temporary employee within five (5) days. LSUHSC may also replace personnel when necessary and appropriate. In the event the Service Provider does not routinely furnish qualified temporary employees, the Service Provider may be deemed in default. LSUHSC will measure the temporary employee's performance by the quality of the completed assignment.

1.16 Substitution of Personnel

If, during the term of this contract, the Service Provider cannot provide the personnel as proposed and requests a substitution that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the LSUHSC for approval prior to any personnel substitution.

LSUHSC shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

The Service Provider's personnel shall not be replaced without the prior written consent of LSUHSC. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Service Provider personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside the Contract, outside of the Service Provider's reasonable control, as the case may be, the Service Provider shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

1.17 Invoicing

The Service Provider will bill LSUHSC only for the hours that the individual worked. This bill rate shall be inclusive of all labor, travel, and overhead/administrative costs to perform the duties outlined in the Scope of Work. LSUHSC shall pay Service Provider in accordance with the rate on the price sheet of the Invitation to Bid. The expected work hours are 40 hours per week, however if additional hours are worked, hours will be paid at the straight time bill rate stated on the price sheet of the ITB. LSUHSC Holiday list is included with the bid.

SECTION 2 – SCOPE OF WORK

Title of Position Requested: PeopleSoft Campus Solutions Developer
Position Summary:
This position will be responsible for development, troubleshooting, and support of a large, complicated, high risk implementation of PeopleSoft Campus Solutions (CS). Important projects to complete include implementation of a foundation scholarship interface, student statistics and enrollment reporting, and email address load. As many processes are time sensitive, this employee must work closely with support and functional teams to resolve process errors quickly. Other activities will include programming interfaces to third party systems and mentoring/directing less experienced analysts.

Experience in:

- Campus Solutions modules including recruiting and admissions, student financials cashiering, financial aid, student records, campus community, campus self-service, and academic advisement
- PeopleCode, SQL, SQR, COBOL, Application Engine, API, BI Publisher, and Fluid
- Collaborating with development team members, DBAs, infrastructure support staff, and functional teams
- PeopleSoft security, database design, and webserver support
- Project management abilities

Duties and responsibilities:

- Implement a scholarship interface
- Generate student statistics and enrollment reporting
- Update an email address load program
- Troubleshoot system issues. Analyze, detect, and correct technical problems
- Determine requirements, design, build, test, implement, maintain and enhance software as needed. Develop functional and technical documentation for custom changes
- Other duties as assigned

Minimum Qualifications/Experience:
Bachelor of Science or related degree from an accredited four-year college or university
5 or more years of technical experience programming and supporting Oracle PeopleSoft Campus Solutions

Preferred Qualifications/Experience:
Experience with Oracle PeopleSoft Campus Solutions modules such as Recruiting and Admissions, Student Financials Cashiering, Admissions, Student Records, Financial Aid, and Campus Community
Experience with PeopleCode, SQR, SQL, COBOL, Application Engine, API, and BI publisher.

Other Requirements:
The temporary employee shall be capable of communicating in fluent English both verbally and in writing. The temporary employee is responsible for providing their own computer, internet, and phone if working remotely. Equipment will be provided if working on campus.

Work Hours:
8:00 am - 4:30 pm U.S. Central Time Zone Monday – Friday

Work Location:
If local: 433 Bolivar St., New Orleans, LA 70112
If not local: Remote work

Estimated length of contract: 6 months with the possibility to extend.
The temporary employee will begin work Monday August 2nd .

Direct Supervisor: Celina Coe, IT Project Coordinator

Price Sheet

Hourly bill rate paid to the temporary staffing agency $ _____

There must be no additional charges for the temporary employee

Hours are estimated and not guaranteed

ATTACHMENT A: CERTIFICATION STATEMENT

OFFICIAL CONTACT. The State requires that the Provider 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):

Date: _____ Official Contact Name: _____

E-mail Address: _____

US Mail Address: _____

_____

Telephone Number: _____

Provider certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Provider certifies that:
(1) The information contained in its response to this ITB is accurate;
(2) Provider warrants that, to the best of his/her/its knowledge and belief, there are no relevant facts which could give rise to organizational conflicts of interest or that the Provider has disclosed all potential or actual organizational conflicts of interest. The Provider agrees that if it becomes the Selected Provider and an organizational conflict of interest with respect to this contract is then discovered, an immediate and full disclosure in writing shall be made to the LSUHSC-NO which shall include a description of the action which the Provider has taken or will take to avoid or mitigate such conflicts. In the event that the successful Provider knowingly failed to disclose a conflict, LSUHSC-NO may immediately terminate the contract for default. Provider certifies that its personnel, who perform work under this contract, have been informed of their obligations to report personal and organizational conflicts of interest to the Provider. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.
(3) Provider complies with each of the mandatory requirements listed in the ITB and will meet or exceed the deliverables specified therein;
(4) Provider accepts the procedures, contract terms and conditions, and all other administrative requirements set forth in this ITB.
(5)Provider's quote is valid for at least ninety (90) days from the date of Provider's signature below;
(6)Provider understands that if selected as the successful Provider, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

_____

Name _____

Title: _____

Company Name: _____

_____

Address: _____ City and State: _____ Zip: _____

_____ / _____
SIGNATURE of Provider's Authorized Representative DATE

ATTACHMENT B - INDEMNIFICATION AGREEMENT

The Selected Provider/Subcontractor agrees to protect, defend, indemnify, save, and hold harmless LSUHSC-NO, State of Louisiana, all State Departments, Boards, and Commissions, officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expense, 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 Provider/Subcontractor, its agents, servants, and employees or any and all costs, expense, and/or attorney fees incurred by Selected Provider/Subcontractor, as a result of any claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of LSUHSC-NO, State of Louisiana, all State Departments, Boards, Commissions, its agents, representatives, and/or employees. Selected Provider/ Subcontractor agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if any such claim, demand, or suit is groundless, false, or fraudulent.

LSUHSC-NO shall not be responsible or held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Selected Provider or any of the Selected Provider's agents, servants, or employees, even if such equipment is furnished by LSUHSC-NO to the Selected Provider. The acceptance or use of any such equipment by the Selected Provider shall be construed to mean that the Selected Provider accepts full responsibility for, and agrees to indemnify and to defend LSUHSC-NO against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage or injury is to an employee, agent, or servant, or the property of the Selected Provider, other contractors or subcontractors, LSUHSC-NO, or other persons.

Accepted by:

Company _____

Name _____

Signature _____

Title _____

Date _____

ATTACHMENT C – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR SERVICE PROVIDERS

Service provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service provider, his agents, representatives, employees, or subservice providers.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Workers' Compensation Insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Service provider shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract). A minimum general aggregate of $2,000,000.

2. Automobile Liability: $1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State of Louisiana and Statutory Employers Liability limits. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. Exception: Employers liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

4. Professional and General Liability Insurance.

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

5. Cyber Liability

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention's must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the University, its officers, officials, employees and volunteers; or the Service provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverage

a. The University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Service provider; products and completed operations of the Service provider, premises owned, occupied, or used by the Service provider. The coverage shall contain no special limitations on the scope of protection afforded to the University, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the University.

b. The Service provider's Insurance coverage shall be primary insurance as respects the University, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the University, its officers, officials, employees or volunteers shall be excess of the Service provider's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the University, its officers, officials, employees, Boards and Commissions, or volunteers.

d. The Service provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Service provider for the University.

3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University.

E. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-:VI. This requirement will be waived for workers' compensation coverage only for those service providers whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool.

F. **VERIFICATION OF COVERAGE**

Service provider shall furnish the University with certificates of insurance effecting coverage required. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The University reserves the right to require complete, certified copies of all required insurance policies, at any time.

ATTACHMENT D: EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

As required by U.S. Labor Department, Office of Federal Contract Compliance, Section 60-1.4.

During the performance of this contract, the successful bidder (contractor or Service Provider) agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting offer setting forth the provision of this non-discrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access of his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Service Provider. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may use direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with the subcontractor or Service Provider as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SERVICE PROVIDER:

BY: _____

(Must be signed by authorized executive official)

TITLE: _____

DATE: _____

ATTACHMENT E.1: AFFIRMATIVE ACTION COMPLIANCE

(a) REQUIREMENTS OF PROGRAMS. In accordance with Section 60-1.4 of Chapter 60 of Title 41 of the Code of Federal Regulations, as amended, the Seller shall develop and shall require each of its lower-tier subcontractors hereunder who has 50 or more employees and a subcontract of $50,000 or more to develop a written affirmative action compliance program for each of its establishments. A necessary prerequisite to the development of a satisfactory affirmative action program is the identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities of utilization of minority group personnel. The Seller's and each of its nonexempt lower-tier subcontractor's programs shall provide in detail for specific steps to guarantee equal employment opportunity keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and timetables for the prompt achievement of full and equal employment opportunity. The Seller and each of its nonexempt lower-tier subcontractors shall include in his affirmative action compliance program a table of job classifications. This table should include but not be limited to job titles, principal duties (and auxiliary duties if any), rates of pay, and where more than one rate of pay applies (because of length of time in job or other factors), the applicable rates. The affirmative action compliance program shall be signed by an executive official of the Seller or lower-tier subcontractor as the case may be.

(b) UTILIZATION EVALUATION. The evaluation of utilization of minority group personnel shall include the following:

(1) An analysis of minority group representation in all job categories.

(2) An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.

(3) An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.

(c) MAINTENANCE OF PROGRAMS. Within 120 days from the commencement of the applicable purchase order of the lower-tier subcontract hereunder, the Seller and each nonexempt lower-tier subcontract hereunder shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time. This information shall be made available to representative of the agency or director upon request and the Seller's and each nonexempt lower-tier subcontractor's affirmative action program and the results it produces shall be evaluated as part of compliance review activities.

SERVICE PROVIDER:

BY: _____

(Must be signed by authorized executive official)

TITLE: _____

DATE: _____

ATTACHMENT E.2: Assurance

The bidder (offeror or applicant) assures Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder (offeror or applicant) understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed, or national origin, because of habit, local custom, or otherwise. The bidder (offeror or applicant) understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.

The bidder (offeror or applicant) further understands and agrees that a breach of the assurance herein contained subjects him to the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of equal opportunity clause enumerated in contract between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and bidder (offeror or applicant).

Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. Section 1001.

Service Provider _____

By: _____

Name and Title _____

(must be signed by an authorized Executive Official)

Date: _____

1. Evidence Company has performed for at least one (1) year as an established temporary staffing service business. (I.E. Business License and/or Secretary of State Business License etc.)

2. Statement that all candidates are willing to take a drug test on demand (refer to CM 37 and CM 38 included with the Invitation to Bid).

LSU Health
NEW ORLEANS

Office of the Chancellor

Chancellor's Memorandum
CM-37 – LSUHSC New Orleans Campus Fitness for Duty

To: Vice Chancellors, Deans, Administrative Staff, Department Heads.

From: LSU Health Sciences Center New Orleans Chancellor

October 8, 2019

Note: This revision supersedes CM-37 dated June 17, 2009

I. Policy Statement

Any individual, who works or is enrolled at Louisiana State University Health Sciences Center in New Orleans (LSUHSC-NO), is expected to report to work/school in a fit and safe condition. An individual who has an alcohol, drug, psychiatric, or medical condition(s) that could be expected to impair his ability to perform in a safe manner must self report his medical status to his supervisor and provide a signed medical release indicating his fitness for work/school to the Campus Assistance Program (CAP).

LSUHSC-NO requires all faculty, staff, residents, students, or other LSUHSC-NO workers who observe an individual who is believed to be impaired or is displaying behavior deemed unsafe at work/school to report the observation(s) to their supervisor for appropriate action. Supervisors are then required to make an administrative referral to CAP for assessment. An individual who is referred to CAP and found to be impaired must provide CAP, prior to returning to work, with a signed medical release indicating he is fit to resume his work or school responsibilities at LSUHSC-NO.

II. Scope

This policy applies to all faculty, staff, residents, students, contract and subcontract workers, medical staff, volunteers, laborers, or independent agents (henceforth referred to as individuals) who are conducting business on behalf of, providing services for (paid or gratis), or being trained at LSUHSC-NO.

III. Purpose

LSUHSC-NO promotes and protects the well-being of faculty, staff, residents, students, and patients by:

- Ensuring that an individual whose condition could place him "at risk" of causing a danger to self or others does not return to work/school until the individual is fit to return to employment/enrollment and is provided optimum support and supervision to minimize future risks and relapse.
- Identifying impaired individuals and providing assistance in obtaining care and /or rehabilitation to impaired individuals.
- Ensuring impaired individuals are fit for employment/enrollment upon return to LSUHSC-NO.

IV. Definitions

Administrative Referral Form - is a form used by supervisors to document the reason(s) an individual is believed to be impaired or in an unsafe condition at work/school.

At Risk Individual - an individual whose condition is in remission, who is at risk for relapse, and if a recurrence of his problem(s) re-occur could pose a danger to self or others.

Continuation of Employment/Enrollment Contract - is a contract between LSUHSC-NO and an individual that establishes conditions under which LSUHSC-NO shall allow an "at risk" individual to continue in his employment/enrollment.

Drug - is defined as a controlled substance according to schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812).

Medical Release - Fitness for Employment/Enrollment Form - is an LSUHSC-NO form that must be completed by an appropriate physician or therapist indicating the individual's fitness to return to work or school.

Unsafe/Impaired Condition – A medical or psychiatric condition, a substance use disorder, prescription medications that could be expected to impair, or does impair, someone's ability to function in a safe manner, disruptive behavior, or any other condition that could be expected to impair his ability to perform work/school duties in a safe manner.

Signs of Unsafe/Impaired Behavior - unsafe/impaired symptoms may include, but are not limited to, the following:

- Drowsiness or sleepiness
- Alcohol and/or drug odors on the breath
- Slurred or incoherent speech
- Confusion
- Aggressive behavior
- Unexplained mood changes
- Lack of manual dexterity
- Lack of coordination
- Work or school related accidents or injuries where a reasonable suspicion of substance abuse exists
- Excessive sloppiness
- Illegible or errant charting
- Leaving work area for extended periods or unexplained reasons

Pronouns - Generic masculine pronouns, such as he/him/his are used when addressing an "indefinite" or "undefined" individual and are used to address both male and female when the gender is unknown. The singular encompasses the plural.

Substance Use Disorder – A disorder where an individual's use of alcohol or another substance (drug) leads to health issues or problems at work, school, or home.

University Management – The administrative authority for all individuals, except students, shall rest with the Dean of the respective school, the Vice Chancellor of the administrative division (e.g. Academic Affairs, Administration and Finance, Clinical Affairs or Community and Multicultural Affairs, etc.), Human Resource Management or, the Chancellor, in the case of the Chancellor's office, where the individual is employed. Administrative authority for students shall rest with the Dean of the school where the student is enrolled or her/his designee (e.g. the Associate Dean of Students).

V. Self Referral Procedures

An individual must report their medical status to his supervisor and obtain a Medical Release Fitness for Employment/Enrollment Form through CAP (see Section IX) if:

- He is seeking treatment or is being treated for substance use disorder while employed/enrolled at LSUHSC-NO,
- He is hospitalized for or absent from work/school due to a medical or psychiatric condition that could be expected to impair his ability to perform his work/school duties in a safe manner, or
- He is taking prescription medication(s) that could be expected to impair his ability to perform their work/school duties in a safe manner.

The following procedures shall be followed once the supervisor is notified by the individual of their medical status:

- The supervisor shall notify University Management for administrative approval to make the referral to CAP,
- Once approval is granted, the supervisor then contacts and consults with CAP (504-568-8888) for CAP to determine the appropriate services to be administered for the administrative referral. CAP will complete the services recommended section on the administrative referral form,
- The supervisor then makes the administrative referral to the Campus Assistance Program by documenting the self-report from the individual on the administrative referral form (See Attachments),
- The individual as well as the supervisor and/or University Management must sign the administrative referral form prior to CAP meeting with the individual. In any event, University Management will be notified of the administrative referral.

VI. Referral Procedures for Individuals Who are Found to be Impaired at Work/School

When an individual appears to be in an unsafe/impaired condition for work/school, the following procedures should be followed:

A. Identifying the Individual

Supervisors who observe or receive any information about an individual who is believed to be in an unsafe/impaired condition at work/school must document the incident on an Administrative Referral form (See Attachments), notify University Management and interview the individual.

- The supervisor shall notify University Management for administrative approval to make the referral to CAP,
- Once approval is granted, the supervisor shall contact and consult with the Campus Assistance Program (504- 568-8888) for CAP to determine the appropriate services to be administered for the administrative referral. CAP will complete the services recommended section on the administrative referral form,
- The supervisor will interview the individual to first determine accuracy of report and then to discuss concerns, behaviors, and/or observations that require the administrative referral,
- The supervisor then makes the administrative referral to the Campus Assistance Program by documenting the observed behavior on the administrative referral form,
- The individual as well as the supervisor and/or University Management must sign the administrative referral form prior to CAP meeting with the individual. In any event, University Management will be notified of the administrative referral.

B. Suspension from Work or School

Upon administrative referral, University Management shall suspend the individual, with pay (if applicable), from his work/school responsibilities, pending an investigation; give suspension instructions (See Attachments) to the individual; and immediately refer the individual to the Campus Assistance Program (CAP) for assessment/treatment.

C. Referral of Impaired Individuals

Once University Management has given its approval the supervisor or University Management shall:

1. Inform the individual that his behavior has been documented and that an administrative referral has been made to CAP for evaluation and/or drug testing as determined by the Campus Assistance Program.
2. Contact CAP by calling (504) 568-8888, provide the CAP counselor with a copy of the completed Administrative Referral Form, and immediately and directly escort the individual to CAP for an appropriate evaluation. The supervisor, or his designee, may remain with the individual until completion of the evaluation.

VII. Sanctions

Sanctions that may be imposed on individuals who violate this policy include:

- Oral/written warning
- Written reprimand
- Suspension with/without pay
- Termination

Refusal of assistance, evaluation, and/or drug testing shall result in notification of University Management and is grounds for termination or suspension. The LSUHSC-NO Campus Police shall be notified to escort the individual from LSUHSC-NO premises.

City, state, or professional licensing boards and other agencies, shall be informed if applicable and/or as required.

VIII. Assistance Program Evaluations

As part of the CAP evaluation, the CAP Counselor may request additional psychiatric evaluations, medical evaluations, or laboratory testing including testing for the presence of alcohol and/or drugs. Additional evaluations and tests beyond the scope of normal services provided by CAP will be the financial responsibility of the individual. Refusal of assistance will result in CAP case closure and sanctions.

If an evaluation reveals that an individual is impaired, the supervisor shall be informed orally and in writing by the CAP Counselor that the individual referred for evaluation is not fit for work or school. The supervisor shall then contact University Management to report CAP's findings. If the individual is in an unsafe/impaired condition, he shall be sent home. The impaired individual shall be offered assistance and discouraged from driving. If an evaluation reveals that an individual is posing a danger to self or others, the CAP Counselor shall arrange for appropriate clinical intervention.

IX. Medical Release: Fitness for Employment/Enrollment Form

A. Medical Release Stating No Follow-Up Treatment Is Necessary

Prior to returning to work or school, an individual who requires no follow-up treatment must:

- Provide CAP with a Medical Release - Fitness For Employment/ Enrollment Form signed by an appropriate physician or therapist indicating the individual's fitness for work/school and stating that no further follow-up treatment is needed, and
- Obtain an evaluation and clearance from CAP.

B. Medical Release Stating Follow-Up Treatment Is Necessary

An "at risk" individual who has been removed from work/school and who has: 1) tested positive for the presence of alcohol or drugs and/or (2) been diagnosed or treated for medical and/or psychiatric problems and whose condition is in remission as the result of ongoing therapy, may return to work/school if he agrees to and provide the following:

- A signed Medical Release - Fitness for Employment/Enrollment Form and medical evidence indicating their fitness for work/school;
- Evidence of continued care and an outpatient treatment plan approved by CAP;
- A signed Continuation of Employment/Enrollment Contract;
- Agreement to have close performance monitoring;
- Agreement to have alcohol and drug testing, if the individual tested positive for alcohol or drugs or was diagnosed with an alcohol or drug abuse/dependency problem;
- Agreement to have periodic medication checks and laboratory testing, if the individual was diagnosed with a condition(s) requiring psychotropic medication.

X. Continuation of Employment/Enrollment Contract

LSUHSC-NO shall require as a condition of continued employment/enrollment an "at risk" individual to maintain a continued care plan either recommended or approved by CAP and sign a Continuation of Employment/Enrollment Contract with the following stipulations:

- LSUHSC-NO shall require, as a condition of continued employment/enrollment, an "at risk" individual to participate in additional appropriate follow-up programs as determined by CAP. The follow-up programs may run from one to five years, with regular reports to CAP.
- ~~The individual shall authorize all persons involved in his evaluation and/or treatment to disclose to the CAP Counselor any evaluation or information relevant to his treatment.~~ Withdrawal or failure to complete the treatment program successfully, failure to have necessary medical or psychological evaluations, evidence of non-compliance with treatment guidelines, incomplete treatment, non-compliance with an aftercare program, or failure to abide by any part of a Continuation of Employment/Enrollment Contract shall be grounds for immediate suspension and/or termination.
- An individual who is returning to work/school will be required to provide an appropriately signed Medical Release-Fitness for Employment/Enrollment Form documenting the individual is fit to perform all duties of his position.
- Submission to periodic or random alcohol and drug tests is required as a condition for continued employment/enrollment for an individual who has tested positive for alcohol or drugs or was diagnosed with a substance use disorder. Subsequent evidence of alcohol/drug abuse, drug related misconduct, or positive alcohol/drug test may result in notification of local, state, or federal law enforcement agencies and professional licensing boards (if applicable) and shall be grounds for immediate suspension/termination of employment/enrollment.

XI. Confidentiality

Except as otherwise provided by this policy or in an executed release form, any information related to participation in CAP or any of its services shall be kept confidential. Information, however, may be released to the individual's immediate supervisor, Human Resources Management, University Management, the administrator(s) responsible for supervising the individual, the administrator(s) of organizations that provide personnel to LSUHSC-NO, the individual's licensing board's Impaired Professional Program (if applicable), and appropriate agencies (when required).

All alcohol and drug testing, treatment, and referral under this policy shall be done in strict confidence. Information regarding results, such as the alcohol concentration or the identification of a drug, shall be provided only to

- The Medical Review Officer (MRO),
- The individual's immediate supervisor,

- Human Resource Management,
- University Management,
- Administrator(s) responsible for supervising the individual,
- Administrator(s) of organizations that provide personnel to LSUHSC-NO,
- The individual's licensing board's Impaired Professional Program (if applicable), and
- Appropriate agencies (when required).

All alcohol and drug test results shall be maintained in separate files and handled in accordance with Confidentiality of Substance Use Disorder Patient Records regulations,42 CFR Part 2.

Attachments

- LSUHSC NO Administrative Referral form
- LSUHSC NO Supervisor's Instructions for Drug Testing and Fitness for Duty
- LSUHSC EMPLOYEE, FACULTY, RESIDENT, AND STUDENT INSTRUCTIONS DRUG TESTING & FITNESS FOR DUTY REFERRAL

- Alcohol
- Amphetamines
- Barbiturates
- Benzodiazepines
- Cocaine
- Opiates (including various synthetic opiates)
- Phencyclidine
- Marijuana

Confirmed alcohol testing will be done with an evidential breath testing device or by blood.

Exhibit II (Links)

Louisiana State University Health Sciences Center New Orleans Campus Administrative Referral form

Agreement to Submit to Alcohol and Drug and Authorization for Release of Test Results form

Drug Testing Notification Form

LSUHSC NO Post Job Offer Drug Testing Instructions for Job Candidates & House Officers

Questions Regarding LSUHSC NO Drug Testing Program

LSUHSC NO Supervisor's Instructions for Drug Testing and Fitness for Duty

LSUHSC Employee, Faculty, Resident, and Student Instructions for Drug Testing and Fitness for Duty Referral

LSUHSC Drug Prevention Program and Policy

LSU NEW ORLEANS
Office of the Chancellor

Chancellor's Memorandum
CM-38 – Substance Abuse and Drug Free Workplace Policy

To: Vice Chancellors, Deans, Administrative Staff, Department Heads.

From: LSU Health Sciences Center New Orleans Chancellor

Effective Date: November 1, 1999

Revised: October 9, 2019

Note: This revision supersedes CM-38 dated 3/13/2018 and 6/17/2009 and replaces CM-23 Drug Free Workplace and Workforce.

I. Policy Statement

The unauthorized use of, possession of, or being under the influence of alcohol and the illegal use, abuse, possession, manufacture, dispensation, distribution of, or being under the influence of controlled or illegal drugs is prohibited while at work, on call, on duty, at school, or engaged in Louisiana State University Health Sciences Center New Orleans campus (LSUHSC-NO) business on or off LSUHSC-NO premises.

LSUHSC-NO shall provide for post job offer drug testing and an on-going alcohol and drug testing program for reasonable suspicion/for cause, post-accident, periodic monitoring or aftercare, and random testing. LSUHSC-NO shall also provide a Campus Assistance Program (CAP) for referral and assessment of alcohol and/or drug problems.

LSUHSC-NO is committed to providing a drug free workplace and seeks to make all members of its workforce aware of the dangers of drug abuse in the workplace as well as the availability of drug counseling, rehabilitation and assistance through all appropriate means.

II. Scope

This policy applies to all faculty, staff, residents, students, post-job offer candidates, and non-employees (henceforth referred to as individuals) whether paid, unpaid, or gratis.

III. Purpose

Alcohol abuse and the illegal use or abuse of other drugs is associated with numerous health, safety, and social problems. The performance of faculty, staff, residents, students and other LSUHSC-NO affiliated individuals may be adversely affected by engaging in substance abuse.

This policy, including the prohibitions and provisions herein, shall be used to promote and safeguard the workplace/school environment from the consequences of alcohol and drug use by:

- Providing a safe, productive, and healthy environment that is consistent with providing the highest quality services to patients and the most effective learning environment for students.
- Creating and maintaining a drug-free workplace pursuant to the Federal Drug-Free Workplace Act of 1988, the Drug Free Schools and Communities Act Amendment of 1989, and the Louisiana Drug Testing Act of 1990.

- Providing a safe and healthy environment for our patients, employees, students, visitors, vendors, suppliers, contractors, and members of our community.

IV. Definitions

Drug Fee Workplace - A site for the performance of work at which Employees are prohibited from engaging in the unlawful manufacture, dispensation, possession, or use of a controlled substance in accordance with the requirements of the federal Drug Free Workplace Act of 1988.

Controlled or Illegal Drug - Includes narcotics, hallucinogens, depressants, stimulants, look-alike drugs, or other substances which can affect or hamper the senses, emotions, reflexes, judgment, or other physical or mental activities. Included are controlled medications or substances not prescribed for current personal treatment by a licensed health practitioner in a medical setting to address a specific physical, emotional, or mental condition as well as a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812).

Conviction - A finding of guilt (including a plea of nolo contendere) or imposition of sentences, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

Criminal Drug Statute - means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance.

Employees - Includes all individuals who receive W-2 forms from LSUHSC-NO.

Job/School Related Accident - Any individual behavior (action or inaction) which resulted in, but is not limited to, an accident, injury, or illness requiring an incident report. The accident may result in:

- Lost work/school time by an individual
- Death or serious injury or illness to a patient, Employee, student, visitor, or co-worker
- An accident involving a vehicle, equipment, or property
- An injury requiring medical treatment
- Release of hazardous waste

Legally Prescribed Medication - Includes drugs prescribed by a licensed practitioner and over-the-counter drugs, which have been legally obtained and are being used in the appropriate amount solely by the individual and for the purpose for which the medication was prescribed or manufactured.

LSUHSC-NO Property - Includes all buildings, dorms, grounds, parking lots, vehicles, equipment, and supplies whether they are owned, leased, or managed by LSUHSC-NO.

Medical Review Officer (MRO) - A licensed physician responsible for:

- Receiving laboratory results generated by LSUHSC-NO's drug testing program
- Interpreting and evaluating an individual's positive test result together with their medical history and any other relevant biomedical information

Non-Employees - Are individuals who do not receive a W-2 form from LSUHSC-NO, including but not limited to, all independent contract and subcontract workers, volunteers, laborers, or independent agents who conduct business on behalf of or provide services for LSUHSC-NO.

Positive Alcohol Test – An alcohol concentration of 0.020 g/100ml or greater. An alcohol concentration between 0.020 and 0.039 g/100ml shall result in the individual being temporarily removed from work/school until their breath alcohol concentration is less than 0.020 g/100ml. An alcohol concentration of 0.040 g/100ml or greater shall result in disciplinary sanctions imposed by University Management. A person with an alcohol concentration

of 0.040 g/100ml or greater is considered to be "under the influence" of alcohol. Breath, urine or blood shall be tested for alcohol as necessary.

Positive Drug Test - defined as testing positive for a specific drug at a specific ng/ml level. A drug test shall be performed on urine, blood, or hair as necessary.

Reasonable Suspicion/For Cause – Any individual may be tested who is suspected of being under the influence of alcohol and/or drugs where the suspicion is based on, but not limited to, any of the following:

- Observable behavior or physical symptoms
- A pattern of abnormal or erratic behavior
- Arrest or conviction of a drug-related offense
- Being identified as the subject of a criminal investigation regarding drugs
- Reliable information from independent sources
- Evidence of drug tampering or misappropriation
- Post-accident Reasonable suspicion that a substance abuse problem exists including, but is not limited to:
- The appearance of impairment or intoxication on the job or at school
- Unusual or aberrant behavior
- The existence of collaborative documentation
- Patterns of absenteeism or tardiness

Safety and Security Sensitive Positions - Positions for which there is a high likelihood or possibility of causing serious injury or harm to self, other Employees, students, those served by the LSUHSC-NO, and the general public. Positions for which the consequences of failure to perform duties in a safe and proper manner are likely to result in serious injury or harm and those positions which involve the custody of data which are of such a nature that it effects or may affect the security of the position, department, or unit to which the position is assigned are also included. The LSUHSC Drug Testing Office maintains a complete list of the positions designated as safety and security sensitive.

SAMHSA Laboratory - A laboratory certified for forensic urine (and/or blood and hair) drug testing by the Substance Abuse and Mental Health Services Administration (SAMHSA).

Students – Includes all individuals who are actively enrolled in one or more academic courses at LSUHSC-NO.

Under the Influence - Testing positive for alcohol at a 0.040 g/100ml or greater alcohol concentration and/or testing positive for drugs.

University Management - The administrative authority for all individuals, except students, shall rest with the Dean of the respective school, the Vice Chancellor of the administrative division (e.g. Academic Affairs, Administration and Finance, Clinical Affairs or Community and Multicultural Affairs, etc.), Human Resource Management or, the Chancellor, in the case of the Chancellor's office, where the individual is employed. Administrative authority for students shall rest with the Dean of the school where the student is enrolled or her/his designee (e.g. the Associate Dean of Students).

Unsafe/Impaired Symptoms may include, but are not limited to:

- Drowsiness or sleepiness
- Alcohol or drug odors on the breath
- Slurred or incoherent speech
- Confusion
- Unusually aggressive behavior
- Unexplained mood changes
- Lack of manual dexterity
- Lack of coordination

- Unexplained work/school related accidents or injuries
- Excessive sloppiness
- Illegible or errant charting
- Leaving work areas for extended periods or unexplained reasons

While at Work/School - Includes all times when an individual is on LSUHSC-NO property, while on-call, or on duty, supposed to be working, operating LSUHSC-NO's vehicles, or on official LSUHSC-NO business either on-site or off-site. This does not include events sponsored by LSUHSC-NO at which alcohol may be served except as otherwise provided in this policy.

V. General Guidelines

Pursuant to the Purposes stated above, the LSUHSC-NO Substance Abuse and Drug Free Workplace Policy includes:

A. Self-Referral for Treatment

LSUHSC-NO encourages individuals to seek treatment. An individual may obtain assistance on their own or may obtain assistance through CAP. Self-referral is when the individual seeks help on their own without urging by Administration and prior to being confronted about performance or behavior issues. An individual who notifies LSUHSC-NO that they have admitted themselves to a licensed treatment facility for the purpose of rehabilitation from the effects of or a dependency on alcohol or drugs may be permitted to use leave in accordance with LSUHSC-NO policies and to take sick/vacation time. Any specific medical benefits under the individual's insurance policy may also apply.

B. Administrative Referral

Supervisors shall refer an individual who exhibits behavior that indicates they are under the influence of alcohol and/or drugs in accordance with the steps outlined in Section VII. A: Alcohol and Drug Testing. Should an individual indicate that they might have a problem while a supervisor is counseling/confronting the individual for work/school related deficiencies, injury, or risk behavior, the individual shall be administratively referred for testing with all of the conditional requirements of such a referral.

C. Post-Job Offer Candidates

Following a full-time employment offer (post-job offer) and prior to becoming an active Employee, the successful candidate shall be required to undergo post-job offer testing for the presence of drugs. The candidate must test free of drugs as a condition of hiring.

Part-time Employees shall be required to undergo post-job offer testing for the presence of drugs at the option of LSUHSC-NO.

Any Employee who has multiple periods of appointment within a one-year time period shall be required to undergo drug testing before the first period of appointment. At the option of LSUHSC-NO, the Employee may be required to undergo drug testing at the beginning of each new appointment.

Drug testing shall also be required of an Employee prior to promotion or transfer to a safety sensitive position or to a higher safety sensitive or security sensitive position.

D. LSUHSC-NO Faculty, Staff, Residents, and Students

In accordance with federal and state regulations, faculty, staff, residents, and students are subject to alcohol and drug testing within the parameters set forth by this policy. Exhibit I lists the substances that may be tested for during alcohol and drug testing.

Faculty, staff, residents, and students shall be subject to undergo alcohol and drug testing for:

- Reasonable suspicion/for cause
- Periodic monitoring or aftercare
- Post-accident (job/school related)

Faculty, staff, residents, and students may be, under appropriate circumstances as determined by University Management, subject to undergo random alcohol and drug testing.

- Post accident (job/school related)
- Random

E. Laboratory Testing

All drug testing performed under this policy shall be performed by a SAMHSA certified laboratory and pursuant to SAMHSA guidelines and to LSA R.S. 49:1001, et seq.

Positive alcohol tests shall be confirmed at the time of initial alcohol testing with a second confirmation test of the individual. An individual may challenge drug test results at his/her own expense within 72 hours of notification of a positive drug test result as outlined in Section VII. B: Challenging a Positive Alcohol or Drug Test.

F. Non-Employees

LSUHSC-NO reserves the following rights:

- To require organizations that provide personnel to LSUHSC-NO to ensure that the individuals referred do not abuse and are not under the influence of alcohol, illegal substances, or controlled substances.
- To require alcohol and drug testing for any non-employees of LSUHSC-NO for reasonable suspicion/for cause that alcohol or drugs are being used during the course and scope of their employment/enrollment or for post-accident (job/school related).
- To remove any non-employee from work/school when there is reasonable suspicion of them being under the influence of alcohol or drugs or they are post-accident.

G. Reporting Drug Violations

Incidents involving a violation of law regarding controlled substances (illegal drugs) in the workplace are to be reported to University Management, the LSUHSC University Police Department and if the Individual is an Employee, the Department of Human Resource Management/Labor Relations section. The LSUHSC-NO University Police Department shall contact the appropriate city authorities if necessary. University Management shall determine what administrative action, if any, is appropriate under the university's guidelines and refer the individual to the LSUHSC-NO Campus Assistance Program for referral to any needed assessment and treatment.

Action by LSUHSC-NO upon conviction of any Employee(s) or Student(s) for violation of the law as provided herein shall be taken in accordance with Section VI of this Memorandum.

The Federal Drug Free Workplace Act of 1988 contains specific requirements relating to University Employees who are engaged in the performance of a federal grant or contract as follows:

Each such Employee must receive a copy of the University policy providing a drug free workplace, which shall be provided through the official promulgation of this Policy Statement and such other means as may be appropriate, and each such employee:

1. Agree as a condition of employment to abide by the terms of the Substance Abuse and Drug Free Workplace Policy.

2. Must notify the LSUHSC-NO Office of Human Resource Management of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

3. For employees, the Department Head must notify the Department of Human Resource Management, the Campus Assistance Program and, if any portion of the Employee's time and effort is charged to a federal grant or contract, the Office of Sponsored Projects;

4. For students, the student must notify their program director, University Management and the Campus Assistance Program within 5 days of such conviction.

If the employee or student is engaged in the performance of a federal grant or contract, the University shall:

1. Notify the granting agency; within 10 days after receiving notice of conviction as above, or otherwise receiving notice of such conviction, the Director of Human Resources Management must notify the Sponsored Projects so that they may comply with the federal requirements for notifying the federal funding agency within 10 days.

2. Within 30 days after receiving such notice, the Director, in the case of an employee, or the Dean of the school in which the individual is enrolled or her/his designee, in the case of a student, may impose a sanction, up to and including termination of employment, or require satisfactory participation in a drug abuse or drug rehabilitation program approved by the appropriate agency. The Employee shall be responsible for the cost of treatment. Participation in a treatment program shall comply with LSUHSC-NO administration policies and procedures.

3. Make a good faith effort to continue to maintain a drug free workplace through implementation of the requirements of this Act.

All evidence shall be submitted to city, state, or professional licensing boards and other agencies, if appropriate and/or as required.

VI. Disciplinary Sanctions

The disciplinary sanctions that may be imposed on individuals who violate this policy are the following:

- Oral warning
- Written reprimand
- Suspension
- Termination
- Referral for prosecution

Individuals may be referred to CAP for further evaluation and counseling and/or mandatory participation in a substance use or rehabilitation program at the individual's expense. Individuals on probation who violate this policy shall be terminated/suspended. Cause for disciplinary sanctions include:

- Refusal to submit to an alcohol or drug test
- Tampering with the testing process
- Testing positive on an alcohol or drug test
- Noncompliance with this policy

Refusal to submit to an alcohol or drug test or tampering with the testing process shall result in automatic termination/suspension of the individual.

A prospective employee undergoing post-job offer drug testing and who declines to consent to testing or who receives a confirmed positive drug test result shall have the conditional offer of employment withdrawn and shall be subject to disqualification from employment consideration for a period of one year from the date of the drug test.

Following an alcohol or drug test due to reasonable suspicion/for cause or post-accident, an individual shall be immediately suspended with pay (if applicable) pending the test results. If the results are negative, the individual shall be returned to work/school. If the results are positive, corrective action up to and including termination/suspension shall be initiated. A subsequent positive alcohol/drug test result or refusal to test shall be grounds for termination/suspension of individuals who are undergoing periodic monitoring or aftercare testing.

An alcohol concentration between (g/ml) 0.020 and 0.039 shall result in the individual being temporarily removed from work/school until their breath alcohol concentration is less than 0.020. No disciplinary sanctions shall be imposed except temporary removal from work/school except as otherwise determined by University Management for the safety of the individual and / or others. An alcohol concentration of 0.040 or greater shall result in disciplinary sanctions imposed by University Management.

The administrator(s) of organizations that provide personnel (non-employees) to LSUHSC-NO shall be notified of any non-employee who is tested for alcohol and/or drugs and the results of those tests. Non-employees who test positive for alcohol or drugs shall not be allowed to return to work until approval is received from University Management.

The terms of this policy shall be administered in compliance with and due process shall be afforded consistent with applicable local/state/federal laws relevant to LSUHSC-NO policies and State Civil Service rules. Where the individual is an Employee, Human Resources Management/ Labor Relations Section shall be consulted prior to imposing any disciplinary sanctions. Where the individual is a Non-Employee or Student, University Counsel shall be consulted prior to taking any action.

VII. Procedures

A. Alcohol and Drug Testing

Post-Job Offer Drug Testing

For prospective employees referred for a post-job offer drug test, the job offer shall be contingent upon having a negative drug test. Before any test results are reported to University Management, a Medical Review Officer (MRO) shall verify the drug test results. The employee shall not be permitted to begin employment until the MRO has verified the drug test results. The MRO shall notify a prospective employee of a confirmed positive drug test and shall offer the individual the opportunity to challenge the drug test at his or her own expense.

Reasonable Suspicion/For Cause Testing

LSUHSC-NO requires any individual who observes an LSUHSC-NO affiliated individual whose behavior appears impaired or unsafe due to the possible use/abuse of alcohol or drugs to report the observations to their supervisor immediately. Supervisors who observe or receive any information about an individual's impairment or unsafe conditions from alcohol or drugs shall make an Administrative Referral in accordance with Section VI of CM-37 LSUHSC-NO Campus Fitness for Duty Policy.

Post-Accident Testing

LSUHSC-NO may require an individual who is involved in an accident (job/school related) while at work/school to immediately submit to alcohol and drug testing. An individual may be tested when one or more of the following conditions occur and there is individualized suspicion that the individual may be under the influence of alcohol or drugs:

- Death or serious bodily injury
- Loss of or damage to LSUHSC-NO property or equipment
- An injury requiring medical treatment (testing may occur while receiving medical treatment)
- Release of hazardous waste

Supervisors who observe or receive any information about an individual's impairment or unsafe conditions from alcohol or drugs or who have an individual involved in an accident for which testing is appropriate must:

- Document the incident on an Administrative Referral form (Exhibit II)
- Notify University Management
- Interview the individual
- Make a formal administrative referral to the Campus Assistance Program / Drug Testing Program by calling (504) 568-8888

The supervisor shall then escort the individual to the Campus Assistance / Drug Testing Office. If the individual's injuries necessitate immediate treatment, drug testing must be completed as soon as practicable. An individual who is referred for alcohol or drug testing shall be sent home and suspended with pay (if applicable) pending the test results. An individual who appears to be impaired shall be offered assistance and discouraged from driving. If an individual refuses assistance, the LSUHSC-NO Police shall be notified to escort the individual off LSUHSC-NO premises. Refusal to submit to a requested alcohol/drug test shall result in notification of University Management.

Should an individual refuse to be tested, the supervisor in charge shall suspend the individual without pay (if applicable) and ensure the individual leaves the area. The supervisor should contact LSUHSC-NO Police if necessary. The supervisor should have a witness, if possible, to observe the individual's behavior or physical condition. The individual should be told that their refusal to submit to the alcohol/drug test is a terminable offense.

Periodic Monitoring or Aftercare Testing

LSUHSC-NO requires individuals who have tested positive for alcohol or drugs or been diagnosed with an alcohol or drug abuse/dependency problem and who sign a Continuation of Employment/Enrollment Contract to submit to regular or irregular, unannounced or announced alcohol and drug test(s) in accordance with CM-37 LSUHSC New Orleans Campus Fitness for Duty policy.

Random Testing

Any individual whose principal responsibility is to operate public vehicles, maintain public vehicles, or supervise any public employee who drives or maintains public vehicles shall be subject to a program of random alcohol and drug testing. Also, individuals who hold safety or security sensitive jobs may be subject to random alcohol and drug testing

Individuals shall have an equal chance of being chosen, regardless of whether they have been previously tested. Once an individual is notified they have been chosen for random testing, they must report to the Drug Testing Office within two (2) hours of notification. Failure to report within two (2) hours of notification is cause for termination.

Confirmation of Alcohol and Drug Tests

Positive alcohol tests shall be confirmed with a second alcohol confirmation test at the time of initial testing by the Breath Alcohol Technician (BAT). A positive alcohol test shall result in immediate notification (at time of testing) of University Management. Before any drug test results are reported to University Management, the MRO shall verify the drug test results. The MRO shall notify the individual of a confirmed positive drug test and shall offer the individual the opportunity to challenge the drug test at their own expense. All positive alcohol and drug tests shall be forwarded to University Management.

B. Challenging a Positive Alcohol or Drug Test

Alcohol testing includes the taking of breath or blood samples to test for alcohol concentration (g/ml). If the alcohol concentration (BAC) is 0.020 or greater, a second confirmation test shall be performed at that time. A confirmed alcohol concentration of 0.020 or greater shall be considered a positive test. Confirmed alcohol concentrations between 0.020 and 0.039 shall result in the individual being temporarily suspended from work/school without pay to ensure safety until their alcohol concentration is less than 0.020. A confirmed alcohol concentration of 0.040 or greater shall result in disciplinary sanctions being imposed by University Management.

If any individual wishes to challenge the drug test results, they must do so within 72 hours of notification of a positive test result. An individual with a confirmed positive drug test may contest the results in the following manner:

- An individual must provide a written medical explanation for any legitimate use of any drug and submit it for review by the MRO. An individual who is taking legally prescribed medication for a documented illness, injury, or ailment shall be considered for continued employment/enrollment only upon receiving clearance from the MRO and complying with the LSUHSC-NO Fitness for Employment/Enrollment Policy.

- If the individual believes a drug test is in error or wishes to challenge the drug test results, it is the responsibility of the individual to notify the MRO and University Management or their designee. The individual must have the same sample retested at their own expense at a laboratory that is SAMHSA certified. The second test must be of equal or greater sensitivity for the drug in question as was the initial test.

VIII. Confidentiality

Except as otherwise provided by this policy or in an executed release form, any information related to participation in CAP or any of its services shall be kept confidential. Information, however, may be released to the individual's immediate supervisor, Human Resources Management, University Management, the administrator(s) responsible for supervising the individual, the administrator(s) of organizations that provide personnel to LSUHSC-NO, the individual's professional impaired committee (if applicable), and appropriate agencies (when required).

All alcohol and drug testing, treatment, and referral under this policy shall be done in strict confidence. Information regarding results, such as the alcohol concentration or the identification of a drug, shall be provided only to the Medical Review Officer (MRO), the individual's immediate supervisor, Human Resources Management, University Management, the administrator(s) responsible for supervising the individual, the administrator(s) of organizations that provide personnel to LSUHSC-NO, the individual's professional impaired committee (if applicable), and appropriate agencies (when required). All alcohol and drug test results shall be maintained in separate files and handled in accordance with Confidentiality of Substance Use Disorders Patient Records regulations 42 CFR Part 2.

IX. Condition of Employment and Enrollment

Initial and continued employment /enrollment is contingent upon a willingness to comply with this policy.

X. Dissemination of Policy

LSUHSC-NO Substance Abuse and Drug Free Workplace Policy shall be disseminated to individuals at the time of employment/enrollment and shall be included in the LSUHSC-NO faculty, student and resident handbooks.

XI. Education

Substance abuse training shall be offered once each year to educate employees, students, residents, faculty and staff on substance abuse, the LSUHSC-NO Substance Abuse and Drug Free Workplace policy, and the availability of treatment resources.

Training shall be offered to assist supervisors in identifying and addressing illegal drug use by employees (which shall be provided through the LSUHSC-NO Campus Assistance Program).

XII. Resources

The LSU Health Sciences Center – New Orleans Campus Assistance Program offers free information and referral services, brief counseling and case management services to employees, students, residents, faculty and staff who may be suffering from alcoholism, substance abuse or addiction to controlled substances. Services available are described below:

Information and Referral: A CAP counselor shall provide the client information on professional agencies and individuals in the community who are qualified to assist them resolve their alcohol, substance abuse or drug problem.

Assessment/Problem Clarification: A CAP counselor shall help clients identify their clinical needs and shall make recommendation in order to help resolve the problem.

Short Term Counseling: Short-term counseling will be available to help people with substance abuse problems.

Patient Advocacy: A CAP counselor will advocate for patients in obtaining needed services. CAP will maintain a list of potential service providers.

Supervisory and Drug Screen Referrals: The counselor operating under the guidelines governing confidentiality shall provide a clinical assessment and referral for the client and provide to LSUHSC-NO only information regarding the client's level of cooperation and participation in the CAP services and recommended referral only after a release of information has been obtained from the patient.

The Campus Assistance Program shall maintain and distribute to the faculty, staff, students and residents by appropriate means, a current list of community resources available to faculty, staff, residents and students that can either provide substance abuse treatment or can assist an individual in finding treatment for their substance problem. Click here for a current list of substance use community resources.

XIII. Review

The Office of Human Resources Management, Office of Compliance Programs and CAP shall review this policy no less frequently than every two years.

Exhibit I

Louisiana State University Health Sciences Center New Orleans Campus
Drugs searched for during alcohol and/or drug testing may include (but are not limited to):

Louisiana State University Health Sciences Center – New Orleans

Holiday	Date
Independence Day	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021
Thanksgiving	Thursday, November 25, 2021
Thanksgiving	Friday, November 26, 2021
Christmas and New Year's	Friday, December 24, 2021
Christmas and New Year's	Monday, December 27, 2021
Christmas and New Year's	Tuesday, December 28, 2021
Christmas and New Year's	Wednesday, December 29, 2021
Christmas and New Year's	Thursday, December 30, 2021
Christmas and New Year's	Friday, December 31, 2021
Christmas and New Year's	Monday, January 3, 2022
Martin Luther King, Jr. Day	Monday, January 17, 2022
Mardi Gras	Tuesday, March 1, 2022
Easter (Good Friday)	Friday, April 15, 2022