Invitation to Bid

LSUHSC Shreveport

LSU Health Sciences Center

BIDS WILL BE PUBLICLY OPENED:

May 19,2022 02:00 PM

VENDOR NO. :
SOLICITATION : **007221**
OPENING DATE : **05/19/2022**

Return Sealed Bid to:
Purchasing Department
PO Box 33932
Shreveport LA 71130

BUYER : **Cox,Cynthia T.**
BUYER PHONE : **318/675-7650**
DATE ISSUED : **04/26/2022**
REQ. NO : **0074752**
FISCAL YEAR : **2022**

Shredding of Documents

INSTRUCTIONS 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. FILL IN ALL BLANK SPACES.
3. 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.
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 PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS

BY SIGNING THIS BID, THE BIDDER CERTIFIES:

* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).
* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL

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

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BE REJECTED.

* THAT 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, MY COMPANY 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.

THE BIDDER FURTHER CERTIFIES:

* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.
* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.
* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.
* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).
* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE
7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN AN ENVELOPE WITH THE BID NUMBER VISIBLE ON THE OUTSIDE. NO BID WILL BE OPENED TO DETERMINE CONTENT.
8. 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.
9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).
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, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). 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.
13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, 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

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STANDARD TERMS & CONDITIONS	Page 3 of 7
NUMBER : 007221 OPEN DATE : 05/19/2022 TIME: 02:00 PM	BIDDER:

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 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, GROUP, OR IN TOTAL, 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. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.
18. 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.
19. 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.
20. CONTRACT CANCELLATION. THE STATE OF LOUISIANA 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.
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 SPEICAL 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. EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.
25. SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH 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

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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. IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, 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, ITS 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. 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.
28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.
29. 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.
30. 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 _____ NO_____
    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 BUSNIESS 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.
31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:
    31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE;
    OR
    31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT;
    OR
    31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS.
    BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.
32. 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

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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.

33. CYBERSECURITY TRAINING: IN ACCORDANCE WITH LA. R.S. 42:1267(B)(3) AND THE STATE OF LOUISIANA'S INFORMATION SECURITY POLICY, IF THE CONTRACTOR, ANY OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS WILL HAVE ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS, THE CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS WITH SUCH ACCESS MUST COMPLETE CYBERSECURITY TRAINING ANNUALLY, AND THE CONTRACTOR MUST PRESENT EVIDENCE OF SUCH COMPLIANCE ANNUALLY AND UPON REQUEST. THE CONTRACTOR MAY USE THE CYBERSECURITY TRAINING COURSE OFFERED BY THE LOUISIANA DEPARTMENT OF STATE CIVIL SERVICE WITHOUT ADDITIONAL COST OR MAY USE ANY ALTERNATE COURSE APPROVED IN WRITING BY THE OFFICE OF TECHNOLOGY SERVICES.

FOR PURPOSES OF THIS SECTION, "ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS" MEANS THE POSSESSION OF CREDENTIALS, EQUIPMENT, OR AUTHORIZATION TO ACCESS THE INTERNAL WORKINGS OF STATE INFORMATION TECHNOLOGY SYSTEMS OR NETWORKS. EXAMPLES WOULD INCLUDE BUT NOT BE LIMITED TO STATE-ISSUED LAPTOPS, VPN CREDENTIALS TO ACCESS THE STATE NETWORK, BADGING TO ACCESS THE STATE'S TELECOMMUNICATIONS CLOSETS OR SYSTEMS, OR PERMISSIONS TO MAINTAIN OR MODIFY IT SYSTEMS USED BY THE STATE. FINAL DETERMINATION OF SCOPE INCLUSIONS OR EXCLUSIONS RELATIVE TO ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS WILL BE MADE BY THE OFFICE OF TECHNOLOGY SERVICES.

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SPECIAL TERMS & CONDITIONS	
NUMBER : 007221 **OPEN DATE : 05/19/2022 TIME: 02:00 PM**	**BIDDER:**

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FISCAL FUNDING:

The continuation of the contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such Appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statues of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All bidders should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

THE UNIVERSITY RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH A 30-DAY WRITTEN NOTICE.

Vendor shall present to the Purchasing Department of LSUHSC-S a Certificate of Insurance prior to the commencement of work showing the attached coverage.

PLEASE ENSURE BID NUMBER IS ON THE OUTSIDE OF THE BID ENVELOPE/PACKAGE

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PRICE SHEET	
NUMBER : 007221 OPEN DATE : 05/19/2022 TIME: 02:00 PM	BIDDER:

UNLESS SPECIFIED ELSEWHERE SHIP TO:

1501 Kings Highway
Shreveport LA 71103

Line No.	Description	Qty	UOM	Unit Price	Extended Amount
1	SHREDDING OF CONFIDENTIAL DOCUMENTS FOR LSU HEALTH SCIENCES CENTER-MEDICAL SCHOOL ONLY (SEE ATTACHED CONTAINER SCHEDULE FOR MED SCHOOL LOCATIONS) PRICE PER LB. **SEE ATTACHED SPECIFICATIONS** Specify brand, model bid(if applicable) _____	1.00	EA	_____	_____
2	PURGE PROJECTS PRICE PER LB. Specify brand, model bid(if applicable) _____	1.00	EA	_____	_____

GENERAL SPECIFICATIONS FOR SHREDDING OF DOCUMENTS AT LSU HEALTH SCIENCES CENTER-SHREVEPORT

The purpose of this bid is for shredding of confidential documents, including patient medical information as requested by LSUHSC-S. This contract shall be effective for three (3) years from date of award. At the option of the University, and acceptance by the vendor, this bid can be renewed for two (2) additional twelve (12) month periods at the same prices and terms.

All prices are to be firm for the contractual period, but wherever there is a general reduction in prices which is lower than the contract price; said reduction must be presented directly to the University.

Approximate quantities as set forth are estimated annual usage only and the successful bidder must supply at bid prices actual requirements as ordered whether the total of such requirements is more or less than the quantities shown. No specific quantities are guaranteed. Only those quantities required will be ordered.

Specifications for shredding:

- The University reserves the right to request documentation of bidders experience in shredding and handling of confidential material including references.
- Vendor must pick up material to be shredded in a covered truck or equal vehicle to prevent loss of documents during transport, and must use personnel employed directly by him for all pick-up and transport of documents. Weekly pickups shall be done.
- Vendor must supply, at no additional cost, containers for storage of materials to be shredded, per the attached schedule. Additional containers shall be supplied as needed at no additional cost. Large containers must have locking lids.
- All material shall be shredded in strips no wider than 3/8" and shall be baled following shredding for additional security. Vendor must then ship shredded, baled material to a paper recycler.
- A certificate of destruction verifying that material was shredded shall accompany each invoice and service tickets showing departmental service for billing periods must be sent to LSUHSC for payment.
- Vendor's work site shall be open for inspection upon request of LSUHSC-S. The sites location shall be within reasonable driving distance from LSUHSC-S to provide for this inspection.
- Vendor should submit pricing on a per lb basis.
- Estimated 79,000 lbs.
- Departments at the Medical School will call vendor for pricing for large quantities to purge
- Response of two (2) business days following the day of the call for service

** EXHIBIT A **

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**

2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor 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.

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

3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions. At the option of the Agency, the Contractor 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 Coverages

   a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured's" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.

b. The Contractor's insurance shall be primary insurance as respects the Agency, its officers, officials, employees, Boards and Commissions or volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

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

c. The Contractor'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. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insured's under its policies OR shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend, indemnify, save and hold
Contractor/Subcontractor
harmless the University, State of Louisiana, all State Departments, Boards and Commissions, its 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 _____, its agents, servants, and _____
_____ employees or any and all costs,
Contractor/Subcontractor
expense and/or attorney fees incurred by_____, as a result of any
Contractor/Subcontractor
claims demands and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the University, State of Louisiana, all State Departments, Boards, Commissions, its agents, representatives, and/or employees.
_____ agrees to investigate, handle, respond to,
Contractor/Subcontractor
provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Company Name

Signature _____

Title _____

Date Accepted _____

Is Certificate of Insurance Attached ____Yes____No

Contract No._____for_____

Louisiana State University & A & M College

PURPOSE OF CONTRACT: _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is made and entered into on _____, ("Effective Date") by and between LSU Health Shreveport ("Covered Entity"), and _____("Business Associate"), for purposes of complying with the privacy and security regulations of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HHS") and corresponding regulations and guidance, all as may be amended from time to time.

RECITALS

WHEREAS, Business Associate acknowledges that Covered Entity has in its possession data that contains Individually identifiable health information as defined by HIPAA and regulations promulgated thereunder; and

WHEREAS, Covered Entity and Business Associate have entered into, are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide services for Covered Entity that may require Business Associate to access, create and/or Use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of HIPAA, HHS promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rules"), at 45 C.F.R. Parts 160 and 164, requiring certain Individuals and entities subject to the Privacy Rules ("Covered Entity") to protect the privacy of certain Individually identifiable health information ("PHI"); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Rules (the "Security Rules"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("EPHI"); and

WHEREAS, the HITECH Act provides additional requirements in order to provide for the security of PHI and EPHI; [1] and

WHEREAS, in order to protect the privacy and security of PHI and EPHI (collectively, "PHI"), created or maintained by or on behalf of the Covered Entity, the Privacy Rules and Security Rules require a Covered Entity to enter into a business associate agreement with certain Individuals and entities who provide services for or on behalf of the Covered Entity when those services require the Use, Disclosure, creation, maintenance, and/or transmission of PHI; and

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[1] *See, particularly,* "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules," 78 Federal Register, No. 17 (January 25, 2013) Final Rule (the "HIPAA Omnibus Final Rule").

WHEREAS, Business Associate and Covered Entity desire to enter into this BAA in order to comply with HIPAA and the HITECH Act Rules (collectively, the "Privacy and Security Rules").

NOW THEREFORE, in consideration of the mutual promises set forth in this BAA, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and in furtherance of the mutual intent of the parties to comply with the Privacy and Security Rules, Covered Entity and Business Associate agree as follows:

A. Definitions. Terms used herein, but not otherwise defined, shall have the meaning ascribed by the HIPAA Privacy and Security Rules.

1. Breach shall mean an acquisition, access, Use, or Disclosure of PHI that is not provided by this BAA and/or not permitted by the Privacy and Security Rules, and which compromises the security or privacy of PHI, unless an exception applies. However, a Breach does not include:

   (a) Unintentional acquisition, access, or Use of PHI by an employee, workforce member, or other Individual acting under the authority of Business Associate if such acquisition, access, or Use was made in good faith and within the course and scope of the employment or other professional relationship of such employee, workforce member, or other Individual with Business Associate, and that Individual does not further Use or Disclose the PHI in violation of the Privacy and Security Rules; or

   (b) Inadvertent Disclosure of PHI between employees of Business Associate, if they are authorized to access PHI and do not further Use or Disclose the PHI in violation of the Privacy and Security Rules; or

   (c) Unauthorized Disclosures in which an unauthorized person to whom Protected Health Information is Disclosed would not reasonably have been able to retain the information.

   Except as provided in Paragraph (A)(1) above, any acquisition, access, use or disclosure of PHI or EPHI in a manner not permitted by the Privacy and Security Rules is presumed to be a Breach unless Covered Entity or Business Associate, as applicable, demonstrates that the protected health information has been compromised.

   The parties intend the foregoing definition of "Breach" to be consistent with the HIPAA Privacy Rules and Security Rules, the HITECH Act, and HHS' interpretations of those rules. To the extent that any part of the above definition is inconsistent with any of those laws, the laws and HHS interpretations of same shall govern.

2. Business Associate. "Business Associate" shall generally have the same meaning as that term is defined at 45 C.F.R. § 160.103, and in reference to the Party to this Agreement, shall mean_____. "Business Associate" also includes a Subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate.

3. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" is defined at 45 C.F.R. 160.103, and in reference to the Party to this Agreement, shall mean LSU Health Shreveport.

4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) Used, in whole or in part, by or for the Covered Entity to make decisions about Individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, Used, or disseminated by or for a Covered Entity.

5. Electronic PHI ("EPHI") is a subset of information covered by the Privacy Rule, i.e., all individually identifiable health information (PHI) that a Covered Entity creates, receives, maintains or transmits in electronic form. The Security Rule does not apply to PHI that is transmitted orally or in writing.

6. Individual. "Individual" shall mean the person who is the subject of the protected health information.

7. Privacy and Security Rules. The Privacy Rule, Security Rule and the HITECH Act are referred to collectively herein as the "Privacy and Security Rules," and this defined term is meant to include any subsequent amendments to said statutes and regulations, and interpretations of same issued by HHS.

8. Protected Health Information ("PHI"). "Protected Health Information" or "PHI" shall mean individually identifiable health information that is transmitted or maintained in any form or medium, including electronic protected health information ("EPHI"). For purposes of this BAA, PHI includes only individually identifiable health information created and/or maintained by Covered Entity, as that is provided to Business Associate by Covered Entity.

9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a Use or Disclosure of PHI.

10. Secretary. "Secretary" shall mean the Secretary of HHS, or his or her Designee.

11. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system

operations in an information system. It may or may not include a Breach of PHI or EPHI.

12. Unsecured PHI and EPHI. "Unsecured PHI" shall mean PHI that is not secured through the use of technologies or methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized Individuals, which technologies or methodologies are specified in guidance issued by the Secretary of HHS at 74 Fed. Reg. 42741-43 (August 24, 2009), and as such may be updated or amended from time to time.

13. Use. "Use" shall mean, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity, as described in this BAA, Covered Entity may Disclose PHI to Business Associate.

C. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically including without limitation, the Privacy and Security Rules applicable to Business Associates, as delineated in said Rules, including, but not limited to:

1. Knowledge of the Privacy and Security Rules. Business Associate agrees to review and understand the Privacy and Security Rules as they apply to Business Associate, and to comply with applicable requirements of the Privacy and Security Rules, as well as any applicable amendments.

2. Use and Disclosure of PHI. Business Associate agrees not to Use or Disclose PHI except as necessary to provide services to or on behalf of Covered Entity pursuant to this BAA or as Required by Law, and further agrees to make Uses, Disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

   Furthermore, Business Associate agrees not to Use or Disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164, if done by the Covered Entity, nor shall Covered Entity request Business Associate to make such Uses or Disclosures; provided, however, that Business Associate may Use and Disclose PHI (a) in providing data aggregation services relating to the health care operations of the Covered Entity; or (b) as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities; or (c) to carry out the legal responsibilities of Business Associate, provided:

   (a) the Use or Disclosure is Required by Law; or

   (b) Business Associate obtains reasonable assurances from the person or entity to whom the PHI is Disclosed that: (i) the PHI will be held

confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to that person or entity; and (ii) the person or entity will notify Business Associate of any instances, of which it is aware, as a result of which the confidentiality of the PHI has been breached.

Business Associate agrees to provide information to members of its workforce using or Disclosing PHI regarding the confidentiality requirements of the Privacy and Security Rules and this BAA and to notify the designated Privacy Officer of Covered Entity of any instances, of which it is aware, in which the PHI is Used or Disclosed for a purpose that is not otherwise provided for in this BAA or for a purpose not expressly permitted by the Privacy and Security Rules.

3. Minimum Necessary. Business Associate shall ensure that all Uses and Disclosures of PHI are subject to the principle of "minimum necessary Use and Disclosure," i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request is Used or Disclosed.

4. De-identified Information. Business Associate may Use and Disclose De-identified Health Information if (a) the Use is disclosed to Covered Entity and permitted by Covered Entity in its sole discretion; and (b) the de-identification is in compliance with 45 C.F.R. § 164.502(d), and the De-identified Health Information meets the standards and implementation specifications for de- identification under 45 C.F.R. § 164.514(a) and (b), as amended from time to time.

5. Policies and Safeguards to Protect PHI. Business Associate shall maintain reasonable and appropriate safeguards to ensure that PHI is not Used or Disclosed other than as provided by this BAA or as Required by Law, including, specifically Subpart C of 45 C.F.R. Part 164. Specifically, Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately:

   (a) Ensure the confidentiality, integrity, and availability of all PHI that Business Associate creates, receives, maintains or transmits electronically, or in any other form, on behalf of Covered Entity;

   (b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;

   (c) Protect against reasonably anticipated, impermissible Uses or Disclosures; and

   (d) Ensure compliance by Business Associate's work force by implementing certain "required" and "addressable" implementation specifications designed to protect the confidentiality, integrity and availability of EPHI within Business Associate's organization.

6. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the Use and Disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the Privacy and Security Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

7. Agents and Subcontractors of Business Associate. If Business Associate Discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity to agents, including subcontractors, Business Associate shall require the agent or subcontractor to agree in writing to the same restrictions, conditions, and requirements as apply to Business Associate under this BAA and the Privacy and Security Rules. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate' s own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this BAA. At no time will Business Associate subcontract or otherwise assign work related to the Covered Entity's PHI to any company providing that service outside the jurisdiction of United States law.

8. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:

   (a) *Individual's Right to Copy or Inspect PHI.* Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about said Individual in that Designated Record Set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than thirty (30) days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format, or in summary form, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost- based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate, shall permit access according to its policies and procedures implementing the Privacy and Security Rules.

(b) *Individual Right to Amendment.* Business Associate agrees that, if it maintains PHI in a Designated Record Set, it will make such amendments to that PHI as may be requested and directed by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.

(c) *Accounting of Disclosures.* Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of Disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than sixty (60) days following receipt of the request. Business Associate agrees to Use its best efforts to assist Covered Entity in meeting this deadline. Such accounting must be provided without cost to the Individual or Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to Disclosures that were made in the six (6) years prior to the request (not including Disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

9. Business Associates' Performance of Covered Entity's Obligations under Subpart E of 45 C.F.R. § 164. To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

10. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of Privacy Practices ("Notice"), of which it has knowledge. Any Use or Disclosure permitted by this BAA may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted Uses and Disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

11. Data Aggregation. In the event Business Associate provides services for more than one Covered Entity, Business Associate is permitted to Use and Disclose PHI for data aggregation purposes after receiving written approval from the

Covered Entity and subject to the further limitation that the aggregated information does not extend to patient specific level of detail.

12. Withdrawal of Authorization. If the Use or Disclosure of PHI in this BAA is based upon an Individual's specific authorization for the Use or Disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the Use and Disclosure of the Individual's PHI except to the extent it has relied on such Use or Disclosure, or if an exception under the Privacy Rule expressly applies.

13. Security Incident. Business Associate agrees to immediately report to Covered Entity any successful "Security Incident," as defined by the HIPAA Security Rule, and to provide information to Covered Entity regarding unsuccessful Security Incidents, within thirty (30) days of a request for such report from Covered Entity.

14. Reporting Breaches of Unsecured PHI. If Business Associate has a Breach of Unsecured PHI, both as defined in Section A, Business Associate will report such Breach as provided in this Subsection. For purposes of this Subsection, a Breach shall be treated as discovered by the Business Associate as of the first day on which such Breach is known to the Business Associate, or by exercising reasonable diligence, would have been known to the Business Associate. A Business Associate shall be deemed to have knowledge of a Breach if the Breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate (determined in accordance with Federal common law of agency).

    (a) *Reporting to Covered Entity.* Business Associate will report the Breach of Unsecured PHI to Covered Entity within five (5) days of Business Associate's discovering the Breach. Such report will include the following information:

        (i) The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed during the Breach, including the Individuals' contact information if available to the Business Associate;

        (ii) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

        (iii) A description of the types of Unsecured PHI involved in the Breach (such as name, Social Security number, date of birth, home address, or account number);

(iv) A brief description of what Business Associate is doing or has done to investigate the Breach, mitigate losses to Individuals and Covered Entity, and protect against any further breaches; and

(v) Contact procedures for Individuals to ask questions or learn additional information about the Breach, which shall include a toll- free telephone number and an e-mail, website, or postal address at Business Associate. If Business Associate will report to Individuals directly under Subsection (b), Business Associate will include its notice in draft form.

(b) *Reporting to Individuals.*

(i) Reporting by Business Associate. If PHI originating from more than one Covered Entity is involved in a Breach, the Business Associate will conduct the reporting on behalf of such Covered Entities, consistent with this subsection (b), so as to avoid duplicative reporting to Individuals by Covered Entities.

(ii) Timing of Report. Business Associate will make such report without unreasonable delay after approval of the content under Subsection (C)(14)(b)(iii) by Covered Entity, if required, so that the parties can meet the requirement to report a breach no later than sixty (60) days after Business Associate discovers the breach. However, Business Associate may delay reporting to Individuals if a law enforcement official determines that reporting will impede a criminal investigation or cause damage to national security, in which case reporting may be delayed in the same manner as provided under 45 C.F.R. § 164.528(a)(2).

(iii) Content of Report. Business Associate will include the following information in the report to Individuals:

a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

b. A description of the types of Unsecured PHI involved in the Breach (such as name, Social Security number, date of birth, home address, or account number, etc.);

c. A brief description of what Business Associate is doing or has done to investigate the Breach, mitigate losses to Individuals and protect against any further breaches;

d. Steps Individuals should take to protect themselves from potential harm resulting from the Breach; and

e. Contact procedures for Individuals to ask questions or learn additional information about the Breach, which shall include a toll-free telephone number and an e-mail, website, or postal address of Business Associate.

If the Report mentions the Covered Entity, Covered Entity will have the right to approve the Report in advance, which approval Covered Entity will not unreasonably withhold, condition or delay.

(iv) Method of Reporting to Individuals. Business Associate will provide the report to Individuals in writing, by first class mail, sent to the last known address of the Individual (or to the next of kin or personal representative, to the extent known, if the Individual is deceased). If an Individual has specified a preference for electronic mail in communications with the Business Associate, then Business Associate will use electronic mail. In cases where there is insufficient or out-of-date information to provide the written notice required, Business Associate will include a conspicuous posting on its website; or if it does not have a website, provide the required information to major print or broadcast media in geographic areas where the Individuals affected by the Breach likely reside. The website posting or media announcement will include a toll-free phone number so that affected Individuals may learn whether or not their unsecured PHI may have been included in the Breach.

(c) *Reporting to the Media.* If Business Associate believes that the Unsecured PHI of more than five hundred (500) Individuals residing within a state or jurisdiction of operation has been accessed, acquired, or Disclosed in the Breach, Business Associate will, within sixty (60) days of discovering the breach, provide notice to major print or broadcast media in geographic areas where the Individuals affected by the Breach likely reside. The media announcement will include a toll-free phone number so that affected Individuals may learn whether or not their Unsecured PHI may have been included in the Breach. If the Report mentions the Covered Entity, Covered Entity will have the right to approve the Report in advance, which approval Covered Entity will not unreasonably withhold, condition or delay.

(d) *Reporting to HHS.* If Business Associate believes that the Unsecured PHI of more than five hundred (500) Individuals residing within its jurisdiction of operation has been acquired or Disclosed in the Breach, Business Associate will notify the Secretary of HHS at the same time it makes its report to the Individuals If the Report mentions the Covered Entity,

Covered Entity will have the right to approve the Report in advance, which approval Covered Entity will not unreasonably withhold, condition or delay.

(e) *Reimbursement to Covered Entity for Reporting Costs.* Business Associate will reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying Individuals of a Breach caused by Business Associate or its subcontractors or agents, and for any reasonable expenses required to mitigate harm to Individuals.

15. Covered Entity's Obligation to Keep Business Associate Informed. Covered entity shall notify Business Associate of:

(a) Any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

(b) Any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

(c) Covered entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

D. Term and Termination.

1. Term. This BAA shall be effective as of the Effective Date and shall end when terminated pursuant to this Section.

2. Termination for Breach. If Business Associate breaches any material provision in this BAA, Covered Entity may, at its option, access and audit the records of Business Associate related to its Use and Disclosure of PHI, require Business Associate to submit to monitoring and reporting, and such other corrective actions as Covered Entity may determine is necessary to ensure compliance with this BAA, or Covered Entity may terminate this BAA on a date specified by Covered Entity.

3. Termination for Reasons Other Than Breach. Covered Entity and Business Associate agree that this BAA may be terminated by either party upon giving ninety (90) days written notice prior to the proposed termination date.

4. Effect of Termination. Upon termination of this BAA for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, or maintained by Business Associate in any form. This provision shall also apply to PHI/EPHI in the possession of Business Associate's Subcontractors or agents.

5. If Business Associate determines that it must Use or Disclose PHI for its own management and administration, or to carry out its legal responsibilities, Business Associate shall:

   a. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

   b. Return to Covered Entity, or if agreed to by Covered Entity, destroy, the remaining PHI that the Business Associate still maintains in any form;

   c. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

   d. Not Use or Disclose any PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in the sections discussing Business Associate's permitted Uses and Disclosures; and

   e. Return to Covered Entity, or if agreed to by Covered Entity, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

E. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this BAA. This indemnity provision shall survive termination of this BAA, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If either party violates this BAA or the Privacy and Security Rules, each party agrees to mitigate any damage caused by such breach.

3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.

5. Amendments. This BAA may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the parties hereto. The parties, however, agree to amend this BAA from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the Privacy and Security Rules. The Parties recognize that the HITECH Act requires the Secretary of HHS to promulgate regulations that may expand the requirements of the Privacy and Security Rules. At such time during the term of this BAA that regulations take effect that are interpreted by any party, based on an opinion from legal counsel, as changing or expanding the Privacy and Security Rules requirements under this BAA, then the parties will, within ten (10) days following notice to the other, in good faith, attempt to amend the BAA to provide for compliance with such expanded requirements.

6. Choice of Law. This BAA shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

7. Notices. All notices provided for hereunder shall be made in writing, and shall be deemed to have been duly given (a) on the date of service if served personally on the party to whom notice is to be given, (b) on the date of service if delivery is made by overnight courier to the party to whom notice is to be given at the address set forth below, or (c) five (5) days after the date of depositing the same in the U.S. Mail and mailed to the party to whom notice is to be given, by First Class Mail, registered or certified, postage prepaid, and properly addressed to the address set forth below.

If to Covered Entity: LSU Health Shreveport

_____

_____

Attn: _____

If to Business Associate: _____

_____

_____

Attn: _____

Either party may change its address from that stated above by giving written notice of the change to the other in the manner provided in this section.

8. Nature of BAA. Nothing in this BAA shall be construed to create (a) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, (b) any fiduciary duty owed by one party to another party

or any of its affiliates, or (c) a relationship of employer and employee between the parties.

9. No Waiver. Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this BAA may be waived by either party except by a writing signed by an authorized representative of the party making the waiver.

10. Severability. The provisions of this BAA shall be severable, and if any provision of this BAA is held or declared to be illegal, invalid or unenforceable, the remainder of this BAA shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

11. No Third Party Beneficiaries. Nothing in this BAA shall be considered or construed as conferring any right or benefit on a person not party to this BAA nor imposing any obligations on either Party hereto to persons not a party to this BAA.

12. Headings. The descriptive headings of this BAA are for convenience only, do not constitute a part of this BAA, and shall not affect in any way the meaning or interpretation of this BAA.

13. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules and any applicable state confidentiality laws. The provisions of this BAA shall prevail over the provisions of any other BAA that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this BAA or the Privacy and Security Rules as they pertain to PHI.

14. Regulatory References. A citation in this BAA to the Code of Federal Regulations and/or other laws shall mean the cited section as that section may be amended from time to time.

15. Entire Agreement: This Agreement constitutes and expresses the entire Agreement of the parties hereto with respect to the subject matter hereof, and there are no representations, inducements, promises, agreements, arrangement, undertakings, covenants or conditions concerning the subject matter hereof, whether oral or written, express or implied, that are not incorporated herein or superseded hereby. Any and all prior agreements are hereby terminated unless attached hereto and incorporated by amendment. This Agreement may only be amended by written consent of all parties hereto.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

IN WITNESS WHEREOF, the Parties have executed this BAA on the dates set forth below, effective on the Effective Date first stated above.

COVERED ENTITY:

LSU Health Shreveport

By: _____

_____
[Printed Name]

_____
[Title]

Date: _____

BUSINESS ASSOCIATE:

_____

By: _____

_____
[Printed Name]

_____
[Title]

Date: _____