



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR QUALIFICATIONS (RFQ)

PSYCHIATRIC SUPPORT SERVICES
The University of Southern Maine

RFQ # 18-13

ISSUE DATE:
January 23, 2013

LETTERS OF INTEREST MUST BE RECEIVED BY:
February 28, 2013

DELIVER TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System acting through The University of Southern Maine's University Health & Counseling Services (UHCS) offers confidential services to full and part-time students including: individual, group and relationship counseling. UHCS counsels people who are experiencing difficulty due to depression, anxiety, relationship issues, drug and alcohol problems, eating disorders, gender issues, and many more. For more information on the UHCS, please refer to following web address - <http://usm.maine.edu/uhcs>

This Request for Qualifications (RFQ) states the instructions for submitting letters of interest, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The University of Southern Maine will hereinafter be referred to as the "University" or "USM". Respondents to the RFQ shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor".
- 1.3 Evaluation Criteria: Responses will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to:
- Quality, clarity and completeness of the response
 - Demonstrated ability, including length and level of experience to perform the specified work
 - Background and credentials
 - References
 - Cost of the service
 - Easy and convenient access for students
 - Presentation to the Evaluation Committee (if applicable)
 - Experience treating a college population and diverse populations
 - Depth of bidder's staff, i.e. the University prefers an office with several licensed practitioners
- 1.4 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFQ that is not understood. Responses to inquiries, if they change or clarify the RFQ in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFQ. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302
hcwells@maine.edu

The deadline for inquiries is February 19, 2013.

The University will respond to written inquiries not later than close of business, February 21, 2013.

- 1.5 Award: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the response that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all submissions, in whole or in part, and is not necessarily bound to accept the lowest cost submission if that submission is contrary to the best interests of the University. The University may cancel this Request for Qualifications or reject any or all submissions in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.6 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.7 Confidentiality: The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning response will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.
- 1.8 Costs of Preparation: Bidder assumes all costs of preparation of the submission and any presentations necessary to the RFQ process.
- 1.9 Debarment: Submission of a signed letter of qualification in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.10 Understanding: By submitting a response, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.11 Validity: Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the RFQ.

- 1.12 Non-Responsive Submissions: The University will not consider non-responsive letters of interest, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.13 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the submission may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFQ #18-13

- 1.14 Submission: A **SIGNED** original and two (2) copies of the letter of interest must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Thursday, February 28, 2013**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Submissions received after the due date will be returned unopened. There will be no public opening (see Confidentiality clause). In the event of suspended University operations, submissions will be due the next business day. Vendors are strongly encouraged to submit responses in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL RESPONSES WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFQ #18-13

- 1.15 Authorization: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

2.1 Contract Administration: The University of Southern Maine's University Health & Counseling Services (UHCS) shall be the University's authorized representative in all matters pertaining to the administration of this Contract.

2.2 Contract Documents: If a separate contract is not written, the Contract entered into by the parties shall consist of the RFQ, the signed response submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.

A University of Maine System Subcontractor Business Associate Addendum shall be included in any contract resulting from this RFQ. A copy may be found at <http://www.maine.edu/pdf/HIPAAForms-SubcontractorAddendum.pdf>

2.3 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.

2.4 Contract Term: The Contract term shall be for a period of one (1) year commencing upon September 1, 2013. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.

2.5 Contract Validity: In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.

2.6 Non-Waiver of Defaults: Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.

2.7 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within one week the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice.

2.8 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

2.9 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.

- 2.10 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.11 **Assignment:** Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.12 **Equal Opportunity:** In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.13 **Independent Contractor:** Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.14 **Sexual Harassment:** The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from the Office of Equity and Compliance, 222 Deering Avenue, Portland, ME, (207) 780-5510, darylmc@usm.maine.edu
- 2.15 **Indemnification:** The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.16 **Contractor's Liability Insurance:** During the term of this agreement, the Contractor shall maintain the following insurance. Additional requirements are shown in Section 3.0 below.

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability	\$1,000,000 per occurrence or more

- | | |
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| (Written on an Occurrence-based form) | (Bodily Injury and Property Damage) |
| 2. Vehicle Liability
(Including Hired & Non-Owned) | \$1,000,000 per occurrence or more
(Bodily Injury and Property Damage) |
| 3. Workers Compensation
(In Compliance with Applicable State Law) | Required for all personnel |

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:
University of Maine System
16 Central Street
Bangor, Maine 04401

2.17 The University of Southern Maine is a tobacco-free campus. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to, buildings, university grounds, parking areas, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased vehicles.

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.

2.18 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.

2.19 Payments: Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

The following are basic requirements concerning the psychiatric service provider (Contractor).

- 3.1 The Contract shall be fully licensed to evaluate and diagnose patients and dispense mental health medication.
- 3.2 Contractor staff will be fully covered by their own professional medical liability insurance and The University of Maine System will be named as an Additional Insured on the Contractor staff member's Professional Liability Policy. Proof of Insurance is required.
- 3.3 The Contractor shall provide immediate notice, to the Contract Administrator, in the event of a complaint against a licensed professional or the loss of suspension of a license, etc.
- 3.4 The Contractor shall maintain the full confidentiality of USM students and discuss referrals only with the proper releases in place.
- 3.5 The Contractor shall comply with HIPAA and all other applicable statutes pertaining to the services and the confidentiality of medical records and information.
- 3.6 The Contractor shall have five or more years of experience in dispensing psychiatric medications.
- 3.7 The Contractor shall reserve appointments for at least 80 individual students and provide up to at least 380 total visits during the annual 12 month period.
- 3.8 Students will be referred to the Contractor by USM Counseling Services clinicians who will provide the Contractor with a referral sheet detailing the referral question and clinical request for evaluation.
- 3.9 The Contractor will provide psychiatric evaluation of the referred student, evaluate for psychotropic medications and provide follow up treatment; the Contractor will send their written evaluation and recommendations to USM within one week of the initial student visit.
- 3.10 Students who are referred to the Contractor will be offered an initial appointment within one week of referral. The Contractor will then call the referring clinician at USM to inform him/her that the first appointment has been scheduled and to consult regarding the referral.
- 3.11 The Contractor will provide ongoing care to USM students, or at the Contractor's discretion and in consultation with USM staff, will provide referral to students for a higher level of care (hospital, intensive outpatients, substance abuse treatment programs, comprehensive outpatient programs).
- 3.12 The Contractor will provide 24 hour a day on call availability to students who are seen in their offices.
- 3.13 One or more Contractor representatives will attend a monthly clinical meeting, or more frequently, as requested, at USM to review cases, collaborate with and/or teach staff.
- 3.14 The Contractor will provide a quarterly report to the Director of Counseling Services detailing number of students seen for psychiatric evaluations, and ongoing medication maintenance.

- 3.15 The Contractor will be available to the USM staff of Health and Counseling services for telephone consultation during business hours regarding established cases and other patients in treatment with staff clinicians.
- 3.16 The Contractor will provide ongoing information (case disposition) regarding students to the referring clinician from USM. The Contractor shall return calls to USM clinicians within 48 hours.
- 3.13 The Contractor will design and provide standardized paperwork such as release of information, directions to their offices, introduction sheet for USM students regarding their services and any other paperwork as requested by USM Health and Counseling Services Management Team as related to psychiatric medication/referral.
- 3.14 The Contractor shall ensure that students located at the Portland and Gorham campuses have easy and convenient access to the Contractor's services.
- 3.15 The Contractor shall to travel to campus to see students in specific cases requested by the referring clinician. In these cases, office space will be provided by USM.
- 3.16 In the event of a referred student's crisis, the Contractor will inform the referring clinician immediately by calling the main USM clinic number.
- 3.17 The Contractor shall provide the University sixty day prior notice of any rate increase. Rate adjustments must be mutually agreed upon and are allowable only on the anniversary of each contract year.

SECTION FOUR

4.0 PROPOSAL CONTENT:

The requirements outlined in Section Three must be responded to on a point by point basis so the University can evaluate how the bidder plans to meet the requirements. Vendors must use the RFQ numbering scheme in their response to allow for efficient evaluation.

The following requirements are presented as a minimum expectation for any vendor's submission to be considered and are to be addressed in the vendor's response.

Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities.

- 4.1 Describe how your organization can provide psychiatric services to UHCS. Submissions should include a narrative that addresses and demonstrates your understanding of UHCS's needs and requirements.
- 4.2 Provide a statement of reputation, history, performance and resources of your organization.
- 4.3 Provide a description of your organization, its size, number of years providing psychiatric service, number of employees, number of clients served annually, and a description of your general experience in providing psychiatric services. The University will prefer a Contractor with several licensed practitioners to provide depth of coverage.
- 4.4 Provide any supplemental information which you or your firm feels the University should consider in evaluating the submission. Include any topics not covered in the Request for Qualifications which you wish to disclose which further describes your firm's level of qualification for this project.
- 4.5 Along with the proposed hourly rate your response should include proposed rate adjustments over the term of the Contract.
- 4.6 Provide a list of at least three (3) recent business clients your institution has served for more than one year. Provide contact names and phone numbers and the length of time served. Higher education experience should be emphasized.
- 4.7 Provide a list of credentials such as a degrees awarded, certification training, and licensing which would support the evaluation committee's review of qualifications.
- 4.8 Disclose and describe any civil or criminal actions in which your firm or its parent or subsidiaries are currently responding or to which it responded in the last two years.
- 4.9 Payment Method: Indicate your ability to accept electronic payments. (Section 2.19)
- 4.10 The University has an obligation to ensure that students have easy access to the Contractor. Describe how that will concern will be met if your organization is awarded the Contract.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

**ATTACHMENT A
UNIVERSITY OF MAINE SYSTEM
STANDARDS FOR SAFEGUARDING INFORMATION**

This Attachment addresses the Contractor's responsibility for safeguarding Compliant Data and Business Sensitive Information consistent with the University of Maine System's Information Security Policy and Standards. (infosecurity.maine.edu)

Compliant Data is defined as data that the University needs to protect in accordance with statute, contract, law or agreement. Examples include Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Maine Notice of Risk to Personal Data Act, and the Payment Card Industry Data Security Standards (PCI-DSS).

Business Sensitive Information is defined as data which is not subject to statutory or contractual obligations but where the compromise or exposure of the information could result in damage or loss to the University.

1. Standards for Safeguarding Information: The Contractor agrees to implement reasonable and appropriate security measures to protect all systems that transmit, store or process Compliant Data and Business Sensitive Information or personally identifiable information from Compliant Data and Business Sensitive Information furnished by the University, or collected by the Contractor on behalf of the University, against loss of data, unauthorized use or disclosure, and take measures to adequately protect against unauthorized access and malware in the course of this engagement.
 - A. Compliant Data and Business Sensitive Information may include, but is not limited to names, addresses, phone numbers, financial information, bank account and credit card numbers, other employee and student personal information (including their academic record, etc.), Drivers License and Social Security numbers, in both paper and electronic format.
 - B. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.
 - C. If information pertaining to protected health information is accessed, used, collected, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with HIPAA and Contractor shall sign and adhere to a Business Associate Agreement.
 - D. If Contractor engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with current PCI-DSS guidelines.

- E. If information pertaining to protected “Customer Financial Information” is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.
2. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.
3. Return or Destruction of Compliant or Business Sensitive Information:
- A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual’s confidential information. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.
- B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.
- C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for “clearing” as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.
4. Term and Termination:

- A. This Attachment shall take effect upon execution and shall be in effect commensurate with the term of the Agreement
5. Subcontractors and Agents: If Contractor provides any Compliant Data or Business Sensitive Information received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.
 6. Contractor shall control access to University data: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.
 7. Unless otherwise stated in the agreement, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.
 8. Contractor shall not amend or replace hardware, software or data without prior authorization of the University.
 9. If mobile devices are used in the performance of this Agreement to access University Compliant Data or Business Sensitive Information, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
 10. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any University Compliant Data or Business Sensitive Information. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Compliant Data or

Business Sensitive Information by Contractor in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:

- Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or
- Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement;
- and/or Terminate the Agreement immediately.

11. Survival: The respective rights and obligations of Contractor under Section 12 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.

12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Information in or on Contractor facilities, the following additional clauses should be used.

- A. Contractor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control such as a card controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter and visitor entry will be strictly controlled.
- B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.
- C. Contractor shall backup systems or media stored at a separate location with incremental back-ups at least daily and full back-ups at least weekly. Incremental and full back-ups shall be retained for 15 days and 45 days respectively. Contractor shall test restore procedures not less than once per year.
- D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
- E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
- F. The installation or modification of software on systems containing University Compliant Data or Business Sensitive Information shall be subject to formal change management procedures and segregation of duties requirements.

G. Contractor who hosts University Compliant Data or Business Sensitive Information shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.

13. If Contractor employees work under University Management direction, Contractor employees will receive security awareness training and be subject to the same information security standards as University employees. If the Contractor accesses University systems, Contractor shall agree to the University's Acceptable Use Policy.

14. If the Contractor provides system development, Compliant Data or Business Sensitive Information shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process University data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

UNIVERSITY

By: _____
Signature Date

Printed

Title Address

CONTRACTOR

By: _____
Signature Date

Printed

Title Address