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Office of Strategic Procurement
Request for Proposal (RFP)

UMaine Medical Services

RFP #2020-021

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Response Submission Information:

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Table of Contents

1.0	INTRODUCTION	3
1.1	Definitions, Background, Purpose and Specifications	3
1.2	General Information	20
1.3	General Submission Provisions	25
2.0	EVALUATION AND AWARD PROCESS	27
2.1	Evaluation Criteria	27
2.2	Award	28
2.3	Negotiations	28
2.4	Award Protest	28
3.0	RESPONSE FORMAT REQUIREMENTS	30
3.1	General Format Instructions	30
3.2	Response Format Instructions	30
	Appendix A – University of Maine System Response Cover Page	32
	Appendix B – Debarment, Performance and Non-Collusion Certification	34
	Appendix C – Required Cost Evaluation Exhibits	35
	Appendix D – Contract for Services	37
	Appendix E – Evaluation Question(s) – Master Agreement	52
	Appendix F – Organization Reference Form	55
	Appendix G – Evaluation Question(s) - Organization, Qualifications and Experience	56
	Appendix H – Evaluation Question(s) – General, Implementation, Training and Support	57

1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

1.1.2 Background

Overview

Established in 1968, the University of Maine System (UMS) unites six distinctive public universities, comprising 10 campuses and numerous centers, in the common purpose of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

A comprehensive public institution of higher education, UMS serves more than 30,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of six universities: The University of Maine (UMaine), including its regional campus the University of Maine at Machias (UMM); the University of Maine at Augusta (UMA); the University of Maine at Farmington (UMF); the University of Maine at Fort Kent (UMFK), the University of Maine at Presque Isle (UMPI); and the University of Southern Maine (USM). The System also includes the University of Maine School of Law and the University of Maine Graduate and Professional Center.

Campus thumbnails

University of Maine at Machias

The University of Maine at Machias is a regional campus of the University of Maine. With its environmental liberal arts core, distinctive baccalaureate programs and student-centered community, UMM creates enriching educational opportunities that prepare graduates for professional success and lifelong engagement. It offers 15 undergraduate degree programs that serve approximately 800 students. Small class sizes and hands-on learning define the academic experience at Maine's coastal university, where there is a shared commitment to exploration, leadership, collaboration and interdisciplinary problem solving. UMM's applied research and community outreach contribute to the quality of life and economic development in Down East Maine and beyond.

University of Maine

The University of Maine, founded in Orono in 1865, is the state's land grant and sea grant university. As the state's only public research university, UMaine has a statewide mission of teaching, research and economic development, and community service. UMaine is among the most comprehensive higher education institutions in the Northeast with nearly 100 majors and academic programs. It attracts students from Maine and 49 other states, and more than 60 countries. It currently enrolls more than 11,400 undergraduate and graduate students who can directly participate in research, working with world-class scholars. UMaine offers more than 100 degree programs through which students can earn graduate certificates, master's, doctoral or professional science master's degrees. The university promotes environmental stewardship, with substantial efforts campuswide aimed at conserving energy, recycling and adhering to green building standards in new construction.

1.1.3 Purpose

The University of Maine System acting through the University of Maine is seeking proposals from a management entity or entities for the provision of a broad range of healthcare services at the Cutler Health Center, for students, faculty, staff and insured dependents. We invite proposals for the following services:

- College Student Health Services
- Employee Occupational Health Services
- Voluntary Primary Care for Faculty, Staff, and Insured Dependents
- College student Psychiatric Health Services

The goals of this RFP include but are not limited to the following:

- Provide an integrated and affordable appointment and walk-in college student health service program
- Provide Clinical Psychiatry services, appointment based, in support of the University of Maine Student Counseling Center
- Provide athletic training services including concussion management and preventive care services for the recreational athlete population (affiliated with campus recreation)
- Promote and increase student utilization of the Cutler Health Center
- Provide employee occupational health services
- Provide primary care health services for faculty, staff and insured dependents on a voluntary basis
- Expand medical service offerings and the availability of medical specialists' network
- Provide flexible scheduling and hours
- Enhance the quality of health promotion for all healthcare constituents

Though this document is primarily for the University of Maine, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

1.1.4 Specifications / Scope of Work

The University is a land grant and sea grant research University and currently has an enrollment of over 11,400 students (3,800 students in residence) and 2,100 faculty and staff. The University is seeking student-centered, innovative, and cost-efficient proposals for the management of health services on campus. **The contract resulting from this RFP shall impose no financial cost to the University (excluding Occupational and Psychiatric Health Services). It is the University's expectation that once the contract is fully actualized, the Contractor shall generate revenue for the University.**

The University is also seeking management services for an occupational health program, with appropriate coordination with the departments of Safety Management and Human Resources, Office of Equal Opportunity, voluntary primary care services for faculty, staff and insured dependents and clinical psychiatry appointment-based services for students at the University of Maine Counseling Center.

Cutler Health Center, located on the University of Maine Campus, houses medical, counseling and ambulance services. The University will provide space and utilities including heat, at no cost to the Contractor. Medical waste removal will be the responsibility of the Contractor; however, some coordination of services and assistance may be available from the University.

The term patient is used in this document to refer to students, faculty, staff and their families.

A. Specifications for college student health services program providing primary care for adolescents and young adults.

1. The Contractor shall have the exclusive right to operate the college student health program providing appointment and walk-in primary care for adolescents and young adults on the campus of the University. The Contractor shall operate the college student health services program in a manner which reflects the image and reputation of the University and supports the academic mission of the University. It is expected that the current service model shall be maintained and/or exceeded.

2. The Contractor shall provide additional professionally trained staff as necessary, student health and medical care services, medical equipment and

supplies associated with the operation of a University student healthcare service for adolescents and young adults on a University campus. The Contractor's healthcare services shall meet the standards of care as identified by the American College Health Association (ACHA) which parallel the standards established by the Accreditation Association for Ambulatory Healthcare (AAAHC) and the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

3. The Contractor shall provide after hours on-call services to support the requirements of the campus population.

4. The Contractor shall provide a referral network for services to other healthcare providers and specialists when additional medical care is required for a patient.

5. The Contractor shall have access to laboratory facilities needed to support the university primary/walk-in care health service program. The Contractor will also provide medication and clinical pharmaceuticals appropriate to support the healthcare service for a patient. The contractor will provide on-site collection of patient specimens and transport those to the laboratory for analysis.

6. The Contractor should become involved in the academic, health, and social environment of the University and provide opportunities to collaborate with academic programs, support health education and prevention programs and other assistance based upon the needs of the University community including communication with CDC on residential campus communicable disease surveillance. The collaboration and support of health education and prevention programs shall meet the standards of practice for health promotions in higher education established by the American College Health Association.

7. The Contractor shall meet regularly with University officials to review the operations of the university student primary/ walk-in care health services program. The Contractor shall work cooperatively with the University in the development and improvement of the university primary/ walk-in care health program including services, policies, and procedures. The Contractor shall make every reasonable attempt to comply with requests from the University to improve the delivery of healthcare services for patient population.

8. The Contractor must have an established business operating plan that provides the following:

- a. Professionally trained healthcare staff with extensive experience in adolescent and young adult primary healthcare that is readily accessible to the University campus community.

- b. Information technology systems for primary care delivery, patient management, appointment systems, and third-party billing for insurance reimbursement.
- c. Accounting services that include regular reports of the performance of the University student health services program as well as on-going support for fiscal management issues.
- d. Legal services including issues revolving around questions of confidentiality, prescription authority, standing orders, and other clinically related issues.
- e. Quality initiatives that include following the standards of care by a nationally recognized ambulatory care accrediting body, incorporating the recommended standards and practices developed by the ACHA, AAAHC and JCAHO.
- f. Shall include a marketing plan that is designed to embrace and enhance the campus community, include target goals.
- g. Shall provide athletic training services under the direction of a certified athletic trainer for the campus recreational student population (club sports, recreational sports).

9. Insurance Pricing: The Contractor shall negotiate contractual pricing with the University of Maine System sponsored student insurance carrier, to ensure office visits, procedures, lab work, and clinical pharmaceuticals are considered as in-network pricing and the student-based health insurance carrier is an affordable network payer. (reference addendum from 2015 regarding insurance requirements)

10. Patient Feedback: The Contractor shall provide a patient complaint report to the University on a monthly basis in a manner compliant with HIPAA guidelines as a measure of patient satisfaction and quality improvement in the delivery of the University student primary/ walk-in care health service program.

11. Web Site: The Contractor shall provide and maintain an internet web site for the University health service program, including links for student appointment and walk-in health services, occupational health program services, voluntary employee primary care services, and secure patient web portal. All aspects of the web site, including links to and from the web site, shall require the University's prior approval.

12. Healthcare Procedures: The Contractor shall not engage in any healthcare practice, policy, or procedure which is expressly prohibited by the University of Maine System and the State of Maine.

13. Staffing: The Contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of the university health services program in accordance with the requirements established by the

University. The contractor shall to the best of their ability, maintain a stable management team and lead medical provider to interact with the University administration campus community consistent with the mission and values of the University. All Contractor employees will adhere to the behavioral standards of the University while working on the University premises, per the most recent University staff handbook. The Contractor shall remove any contracted employee (s) from the premises when requested to do by the University.

14. Hours of Operation: At a minimum, the current hours of operation defined in Section 3.1 will be maintained. In addition, the Contractor will be open for special events upon request of the University. Changes to the hours of operation must be approved by the University.

15. Financial Reporting: On a quarterly basis, the Contractor will submit a report on patient visits and financial operating information to the University. On an annual basis, the Contractor will submit a detailed financial statement to the University. At a minimum, the financial statement will include:

- a. Number of patient visits
- b. Total revenues
- c. Cost of goods sold
- d. Gross margin
- e. Personnel expense
- f. Direct operating expenses
- g. Indirect expenses
- h. Profit/loss

16. Health Services Advisory Board: A health advisory board, appointed by the University, will be established. The role of the advisory board will be to provide input and feedback to the Contractor regarding healthcare services, policies and procedures. The board will be comprised of faculty, staff, administration, and students, and will meet periodically.

B. Specifications for Occupational Health services

1. Scope of Occupational Health Services:

The Contractor shall provide an onsite occupational health program located at Cutler Health Center with appropriate coordination with the Departments of Safety Management, Human Resources, Office of Equal Opportunity, The University of Maine System Office and third-party workers compensation

administrators. The University maintains a variety of research laboratories, engineering facilities and teaching laboratories that require medical surveillance program components. The employees working in these areas use a variety of chemical compounds, radioactive materials, and machinery to support research and teaching program objectives.

The Contractor's occupational healthcare programs must be designed to respond to the unique medical and surveillance needs of the University. Through this contract, University employees must receive prompt, expert, medically appropriate responses to their work-related healthcare needs. The Contractor shall be prepared to meet all routine and urgent healthcare needs, from testing and examinations to prompt injury and illness treatment.

The Contractor shall be compensated for management services, education and reporting services as provided. In addition, the Contractor shall provide:

- a. A combined Medical Review Officer and Medical Director
- b. A Registered Nurse Manager certified as an Occupational Health Nurse
- c. All occupational health specific equipment, software and training
The goals for occupational services include but are not limited to:
- d. Prompt treatment
- e. Diagnosis and treatment appropriate to the presenting problem
- f. Disposition and work requirements consistent with patient's condition
- g. Reporting and standing orders followed
- h. Information properly recorded in an approved medical record
- i. Patient satisfaction with services
- j. Cooperation and coordination with workers' compensation administrators at the University and System Office

2. Specifications:

1. Contractor's employees shall assess and treat injuries and illnesses within the scope of services available. Presenting employees will be triaged upon entry into the facility and treated in order of severity of illness or injury. Presenting employees who require emergency service at an outside facility will be transported as quickly as possible. The average waiting time for treatment, upon arrival at the Cutler Health Center is expected to be forty (40) minutes or less.

2. Occupational problems shall be treated and the employees will be returned to work with/without restrictions. Any employee receiving restrictions will be instructed to return to the Health Center for ongoing evaluation and follow-up, or the employee will be taken off duty for further treatment or evaluation.

3. Follow-Up Care: Follow-up care within the scope of services of the staff shall be provided at the Cutler Health Center. If the required care is beyond the scope of services, there will be an appropriate referral to a qualified physician or third-party provider. The outside provider will be selected from a list of qualified providers of diagnostic and therapeutic services that will be developed and maintained by the Contractor and is subject to University approval. Patients receiving follow-up care will be monitored appropriately through the Contractor's case management process to ensure that the most cost-effective care is being provided in a thorough manner. All patients who have been absent due to an occupational injury or illness must receive a return-to-work (RTW) evaluation prior to returning to job duties.

4. BSN or FNP Site Manager: The Site Manager must be a graduate of an accredited school of nursing and hold a valid Maine practice license. Certification as an Occupational Health Nurse (COHN), CPR, spirometry, and audiometry is required within first three months of operation.

5. Ergonomics: The Contractor will refer ergonomic workstation analysis to the University Office of Risk Management and Contractor staff will work with appropriate coordination and in partnership with the University's employees, the University's Safety Management Department and Human Resources offices to pursue an aggressive strategy of injury prevention coupled with cost-effective injury management using the following criteria.

- a. Workstation/Job Site Evaluation/Redesign methods to improve:
 - i. Engineering controls
 - ii. Administrative controls
 - iii. Employee education regarding good body mechanics and work practices
- b. Early Intervention: Contractor's early intervention program shall include evaluating employees for early signs of Cumulative Trauma Disorders (CTD) during surveillance testing and implementing intervention techniques (e.g. strengthening exercises and focused body mechanics education).
- c. Appropriate Medical Treatment: Contractor's treatment protocol shall utilize the approach promulgated by the American College of Occupational and Environmental Medicine (ACOEM), National Safety Council, and OSHA (proposed ergonomics standard). Contractor will develop its own CTD protocol using the above sources and best practices in the industry.

d. Reconditioning:

- i. Patients will be treated using the CTD protocol
- ii. Reduction in lost time
- iii. Reduction in re-injury rate
- iv. Reduction in surgical cases
- v. Reduction in disability due to CTD

6. Medical Surveillance Testing and Recordkeeping: The Contractor shall maintain a medical surveillance testing program that meets or exceeds OSHA requirements and the University's dive safety requirements. The Nurse Manager will perform medical surveillance testing and will also annually review the protocols to ensure effectiveness. The Contractor's medical surveillance program shall utilize a variety of methods/sources for gathering information. The Contractor will perform the following functions as required:

a. Surveillance Testing Elements

- i. Respirator fit/basic respirator use training- Qualitative and Quantitative, if required;
- ii. Biological monitoring;
- iii. Vital statistics;
- iv. Audiograms;
- v. Blood pressure checks;
- vi. Spirometry (lung function);
- vii. Vision testing;
- viii. Electrocardiograms (EKGs), If necessary;
- ix. Chest X-rays;
- x. Blood collection for lab tests;
- xi. Department of Transportation (DOT) testing and urinalysis;
- xii. Permanent incapacity retirement assessments;
- xiii. New employee exams.

b. Required occupational health and medical surveillance exams:

- i. Agent specific exams (such as chemical exams, laser, asbestos, cadmium, and lead, etc.)
- ii. Job specific exams (DOT, mobile equipment)
- iii. Comprehensive medical and occupational history exams
- iv. Pre-placement (baseline) exams
- v. Return-to-work exams
- vi. Hazardous material exams

- vii. Hearing conservation programs
- viii. Department of Transportation exams
- ix. Other mobile operator (fork truck) exams
- x. Respirator exams including respirator fit testing
- xi. NRC (radiation) exams
- xii. Dive Program exams or reviews
- xiii. Asbestos exposure reviews
- xiv. Blood Borne pathogen reviews

- c. Pre-placement, Periodic, & Surveillance Exams: In coordination with the office of Human Resources, the Contractor will arrange and provide pre-placement, periodic, and surveillance physical examinations. Contractor providers will have excellent familiarity with the worksite through regular facility walkthroughs and ready access to job descriptions and/or access to supervisors in order to determine whether or not an individual can perform or be accommodated to perform a particular job function. The results of the examination will be included in the patient record, and the patient will receive a summary with recommendations for health improvements. A medical clearance form will be provided to the supervisor and other appropriate staff. Periodic physical examinations shall be typically modified to perform testing that is appropriate to job exposures or on an age-indexed basis.

7. Case Management: The Contractor shall have an established case management system capable of supporting the University's needs. The purpose of case management is to cost-effectively meet a patient's healthcare needs over time. It is a team effort that includes the participation of the patient, healthcare provider(s), the University worker compensation insurance provider, Human Resource representative and Office of Risk Management. The patient's case shall be managed closely to ensure that he/she receives care that is both necessary and beneficial. The Contractor's staff shall provide staff training to coordinate care to facilitate the most expeditious return to work (RTW).

- a. The physician/nurse site manager will:
 - i. Provide hands-on treatment, if appropriate, from initial injury to follow-up visits;
 - ii. Periodically review cases and see patients to ascertain clinical progress of treatment;
 - iii. Clinically direct case management process (tests, referrals, etc.);
 - iv. Provide direct physician-to-physician interface (specialists, referrals);
 - v. Facilitate diagnostic assessment with the ultimate goal of returning the employee to work after receiving the best quality care.
 - vi. Attend quarterly case management meetings.

8. Health Education and Surveillance Programs: The Contractor's physicians, Nurse Practitioners, physician assistants, and nurses shall be trained to provide health education and surveillance programs. Program development may include distribution of educational/awareness material; forums, and screenings. The following are examples of typical programs that would be coordinated by the Contractor.

- a. Ergonomics
- b. Specialized occupational training and surveillance.

9. Standing Orders: The Contractor shall maintain standing orders for the most common injuries and illnesses seen at the University. Standing Order Development and Monitoring will include the following.

- a. The site physician will implement standing orders at the site level. These orders shall be reviewed, modified if necessary, and approved annually by the site physician. The standing orders are to be reviewed annually by the Contractor's Quality Improvement Committee and Occupational Medical Management Committee. The Quality Improvement Committee could be the Contractor's MRO and Nurse Manager. The Occupational Medical Management Committee will consist of representatives from Auxiliary Services, Safety Management, Human Resources, Workers' Compensation Administrator and representative from the office of Risk Management
- b. The standing orders shall be developed based on nursing manuals, existing standing orders from other recognized medical facilities, best practices, and other sources. Sources include: Proctor and Hughes' Chemical Hazards of the Workplace; Physical Hazards of the Workplace by Wald; ACOEM Occupational Medicine Practice Guidelines; Workers' Compensation from A to Z by Menzal; Conn's Current Therapy by Rakel; General Urology by Lang; Micro-Medix CD ROM; The Merck Manual; Harrison's Textbook of Medicine; Patient Care Emergency Handbook by Mathews, M.D. and Scherger, M.D.; General Ophthalmology, Lange Series; Occupational Medicine, by Zenz, Dickerson, m and Horvath; and Advanced Cardiac Life Support and Advanced Trauma Life Support manuals by the American Heart Association, which are updated annually. The site physician may customize standing orders for the University.
- c. The Contractor shall communicate quarterly with the campus Emergency Operations Committee to be briefed and recommend updates to the Continuity of Operations Plan (COOP) for University-wide emergencies and disasters, such as pandemics or bioterrorism.

10. **Contractors Clinical Services:** Contractor will design a customized program that meets the University's specific needs and requirements. The University will gain the direct and indirect advantages of cost-effective healthcare, expert guidance in fulfilling mandated requirements, and a contractual partner in the business of providing quality, informed occupational healthcare.

11. **Continuing Education and Training:** Contractor must have a professional development program in place to maintain the high quality of care. The educational process shall begin the day the contract is awarded and continues throughout the duration of the contract. Specific areas of emphasis include Contractor-sponsored educational programs provided by a valid and appropriate authorizing authority, category 1 CME credits for physicians, mid-level providers, nurses, and athletic trainers.

12. **Department of Transportation Testing Program:** The Contractor shall provide-DOT drug and alcohol testing services. Appropriate chain-of-custody procedures shall be developed and followed throughout the collection and delivery process. The vendor shall provide a DOT Certified Medical Review Officer to manage this program.

13. **Records Policy:** The Contractor agrees to follow an approved medical records policy for confidentiality-release of information and AIDS documentation procedure agreed to by the University and following applicable laws. HIPAA records will be maintained by the Contractor. Contractor will follow HIPAA security rule practices and perform HIPAA required risk assessments. Contractor shall have developed recordkeeping systems that provide accurate, complete medical records to efficiently run the Occupational health program. Contractor will follow HIPAA security rule practices and perform HIPAA required risk assessments. Contractor shall utilize OSHA, Accreditation Association for Ambulatory Healthcare (AAAHC), and Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) regulations along with best practices to develop protocols for occupational health medical records. These protocols shall address whom the records can be released to, how long the records must be retained, disposition of the record, contents of the record, and so forth. Contractor's Occupation Health Services Administrative/Patient Manual shall include extensive guidelines on many issues concerning medical records, including:

- a. SOAP (Subjective, Objective, Assessment and Plan) best practice standard for medical records
- b. Advance medical directives (written instructions such as a living will in the event an individual becomes incapacitated)
- c. Authorized abbreviations (to ensure the record is readily understandable through the use of standard language)
- d. Authorized entries in the medical record (who can make entries and how they will be made)

- e. Consent to HIV testing
- f. Consent to immunization
- g. Consent to treatment
- h. Legal requests for the medical record (how to appropriately respond to court orders and so forth while maintaining the patient's right to confidentiality)
- i. Contents of the medical record (what each record should include)
- j. Allergy documentation
- k. Guidelines for faxing medical records
- l. Review of medical correspondence and ancillary testing results
- m. Policy for release of information
- n. Workers compensation process

14. Clinic Hours: Services must be provided that are structured to schedules of shift work employees; access to clinical services will be primarily Monday through Friday. Actual clinic hours will vary.

15. Notification: The Contractor agrees to notify the Contract Administrator and/or the appropriate contact department, in writing, of any loss, termination or suspension of professional licensure or disciplinary complaint against any employee active in provision of services in this agreement.

16. Patient Confidentiality: The Contractor agrees patient confidentiality will be maintained at all times. Any patient information on site will be kept in a secure area.

C. Specifications for primary care health services for faculty, staff and insured patients

- 1. Scope of work: The University is seeking proposals for the provision of comprehensive primary care health services for faculty, staff and insured dependents. The goals of this section of the RFP are to provide access to on-site primary care health services, including medical (Perinatal, pediatric and adult primary care), support services, clinical pharmaceutical and laboratory services, and referrals to outside providers as required. Services shall be culturally sensitive to the values and behavior of a diverse University population, shall be confidential and voluntary, and shall include health education and informed consent procedures.

The Contractor shall have the exclusive right to operate primary care health services on the campus of the University for faculty, staff and insured dependents. The Contractor shall operate primary health care services in a manner which reflects the image and reputation of the University and supports the academic mission of the University.

- 2. Specifications:

1. The Contractor shall provide all professionally trained staff, primary care and medical care services, medical equipment and supplies associated with the operation of a University healthcare facility. The Contractor's primary care health services shall meet the standards of care as identified by the Joint Commission of Accreditation of Health Care Organizations (JCAHO) and Accreditation Association for Ambulatory Healthcare (AAAHC).
2. The Contractor shall provide a network of referral service to other healthcare providers when additional medical care is required for faculty, staff and insured dependents.
3. The Contractor shall have access to laboratory facilities required to support the primary care health services. The Contractor shall also provide clinical medication and pharmaceuticals appropriate to support the healthcare needs of the faculty, staff and insured dependents.
4. The Contractor should become involved in the academic, health and social environment of the University, provide opportunities to collaborate and support health education and prevention programs, and provide other healthcare and wellness assistance based upon the needs of the University employees and dependents.
5. The Contractor shall meet regularly with designated University representatives to review the operations of the faculty, staff and dependent primary care health services. The Contractor shall work cooperatively with the University in the development and improvement of the primary care health services policies and procedures. The Contractor shall make every reasonable attempt to comply with University requests to improve the delivery of healthcare services.
6. The Contractor shall have been in the business of providing primary health care for a minimum of five (5) years and shall provide a reference list of five (5) healthcare clients similar in size and scope to the University's requirements.
7. The Contractor must have an established business operating plan that provides the following:
 - a. Professionally trained health care staff with extensive experience in primary care health services that is readily accessible to the University faculty, staff and insured dependents

- b. Information technology systems for primary care delivery, patient management, appointment systems, and third party billing for insurance reimbursement;
- c. Accounting services that include regular reports of the performance of the contractor's primary care health service staff as well as on-going support for fiscal management issues;
- d. Legal services including issues revolving around questions of confidentiality, prescription authority, standing orders, and other clinically related issues;
- e. Quality initiatives that include following the standards by a nationally recognized ambulatory care accrediting body and the recommended standards and practices developed by Joint Commission of Accreditation of Health Care Organizations.
- f. A marketing plan that is designed to embrace and enhance the campus community, including target goals.

8. Insurance Pricing: The Contractor shall negotiate contractual pricing with the University's sponsored employees and dependent insurance carrier, subject to the University's approval, to ensure office visits, procedures, lab work, and pharmaceuticals are priced at in network rates.

9. Financial Stability: The Contractor shall show evidence that sufficient cash reserves are available to ensure that there will be no disruptions in the management of the faculty, staff and insured dependents' primary care health services.

10. Use of Technology: The Contractor shall demonstrate the effective implementation of information systems for the delivery of faculty, staff and their dependents' primary health care services. In addition, the Contractor shall demonstrate effective implementation of demand management services that provide access to faculty, staff and insured dependents' primary care health services through technology- driven services and alternative service offerings.

11. Staff Feedback: The Contractor shall provide a patient complaint report to the University on a monthly basis in a manner compliant with HIPAA guidelines as a measure for staff satisfaction and quality improvement in the delivery of faculty, staff and insured dependents' primary care health services.

12. Web Site: The Contractor shall provide and maintain an internet web site for the faculty, staff and insured dependents' primary health care services. All aspects of the web site, including links to and from the web site, shall require the University's prior approval.

13. Health Care Procedures: The Contractor shall not engage in any health care practices, policies, or procedures which are expressly prohibited by the University and the State of Maine.

14. Staffing: The Contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of the faculty, staff and insured dependents' primary health care services in accordance with the requirements established by the University. The Contractor shall do everything in its power to ensure that the management team and the staff of the faculty, staff and insured dependents' primary care health services at Cutler Health Center are stable and their conduct and interaction with the University community, customers, and vendors are consistent with the mission and values of the University. All Contractor employees will adhere to the behavioral standards of the University while working on the University premises, per the most recent University staff handbook. The Contractor shall remove any employee (s) from the premises when requested to do by the University.

15. Hours of Operation: At a minimum, the current hours of operation defined in Section 3.1 will be maintained. In addition, the Contractor will be open for special events upon request of the University. Changes to the hours of operation must be approved by the University.

16. Financial Reporting: On a monthly basis, the Contractor will submit a report on patient visits and financial operating information to the University. On an annual basis, the Contractor will submit a detailed financial statement to the University. At a minimum, the financial statement will include:

- a. Number of patient visits
- b. Total revenues
- c. Cost of goods sold
- d. Gross margin
- e. Personnel expense
- f. Direct operating expenses
- g. Indirect expenses

- h. Profit/loss
- i. Financial incentives to the University

17. Health Service Advisory Board: A Health Service Advisory Board, appointed by the University, will be established. The role of the Advisory Board will be to provide input and feedback to the Contractor regarding health care services, policies and procedures. The Board will be comprised of faculty, staff, administration, and students, and will meet quarterly.

D. Specifications for psychiatric services

1. Scope of work: Vendor will provide psychiatric services to university students on-site at The University of Maine Counseling Center (AKA the “counseling center”). The contractor will employ practitioners with the appropriate education, licensure and experience to provide psychiatric services.

2. The contractor shall provide psychiatric services to University students referred for services by staff of the Counseling Center. Services will be rendered on-site at the Counselling Center 4 to 8 hours per week during the academic year and a minimum of one day per month during semester breaks. The University shall designate space within the Counseling Center for the provision of the Contractor’s psychiatric services and shall coordinate the scheduling of student appointments through the Cutler Health Center. The University shall be responsible for furnishing the space designated and for supplying all utilities necessary for use of the space as contemplated hereunder. University students scheduled for psychiatric services under this Agreement will become patients of the Contractor and documentation of services rendered will be made in the Contractor’s EMR. The Contractor shall supply its own laptops for documentation purposes and the University shall allow use of its infrastructure for purposes of the Contractor connecting to the Contractor’s EMR. All lab orders written by the Contractor’s practitioners shall be referred to the Cutler Health Center for performance.

3. The contractor will not use mental health providers, (e.g. Psychologists, Social Workers, or Licensed Counselors) other than the Counseling Center staff for triage, assessment or ongoing counseling or psychotherapy. The model for this care will be integrated with the mental health services of the Counseling Center, it is imperative it is a collaborative, consultative model with time provided for such consultation regarding patients. All mental health services (other than Psychiatric services as described in this document) will be provided by the Counseling Center.

4. In addition to providing psychiatric services to University students, the Contractor’s practitioner/s shall participate in a clinical consultation meeting with the staff of the Counseling Center a minimum of every other week during the academic year to discuss aspects of integrated mental health patient care.

5. Compensation for Psychiatric Services. The Contractor shall be solely responsible for establishing rates and fees to be charged to students receiving psychiatric services from the Contractor. The Contractor shall bill and retain all

such rates and fees. As compensation for conducting the weekly clinical team meetings, the University shall pay the Contractor the sum of \$1,000 per semester.

6. No prohibited referrals: The parties expressly agree that no remuneration for referring or admitting patients will be paid hereunder, nor will the consideration vary based on the volume or value of the referrals or the business generated between the parties. Nothing in this document shall be construed to require any party to refer patients to another party or to enter into any other arrangement for the provision of any item or service offered for which payment may be made in whole or in part by Medicare or Medicaid or any other state or federally funded health care program. The parties shall be entitled to use absolute discretion in referring their patients to appropriate health care service providers. No party shall engage in any activity prohibited by federal, state or local law or regulation relating to the referral of patient, including, but not limited to 42 U.S.C 1395nn (42CFR Part 411) and 42 U.S.C. 1320a-7a (42 CFR part 1001). Before any Contractor employee makes a referral of a student patient seen at the University, the University shall provide the patient with a written list of provider options, which shall include Contractor and its providers, from which the patients may freely chose. All consideration hereunder is at fair market value. The parties hereby acknowledge that the compensation terms set forth hereunder have not been determined in a manner that takes into account the volume or value of any referrals or other business generated between the two parties.

1.2 General Information

1.2.1 Contract Administration and Conditions

1.2.1.1 The winning Respondent will be required to execute a contract in the form of a University of Maine System Contract for Services, which is attached to this response as **Appendix E**. Contract initial term and renewal periods are reflected in Section 2 of Appendix E, Contract for Services, and are subject to continued availability of funding and satisfactory performance.

The Agreement entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, 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 Agreement Documents.

In the event of a conflict of terms the following precedence will apply:

1. University of Maine System Contract for Services
2. Agreement Riders as required
3. Contract Amendments (as required)
4. The University's RFP
5. Respondent's Submission
6. Purchase Order or Letter of Agreement

1.2.1.2 Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not :

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
- j. Agree to automatic renewals for term(s) greater than month-to-month.

1.2.1.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:

- a. The above Agreement provisions (**Section 1.2.1.2**) will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
- b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
- d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

1.2.2 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php

It is the responsibility of all Respondents 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 using the **Response Contact Information** provided on the cover sheet of this document. Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

1.2.3 Confidentiality

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent 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.

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and all Respondents' responses may be made available to participating Respondents upon request. Such request must be made by submitting a written request to the individual noted in the Response Contact Information shown on the cover sheet of this document, with a copy of the request provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

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 that meets the definition of "trade secret" under Maine law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

1.2.4 Costs of Preparation

Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

1.2.5 Authorization

Any 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 Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.2.6 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

1.2.7 Pricing

The Contractor shall be compensated for management services, education and reporting services relating to occupational health services provided to the University.

The contract resulting from this RFP (excluding psychiatric and occupational health services) shall impose no financial cost to the University. It is the University's expectation that once the contract is fully actualized, the Contractor shall generate revenue for the University.

1.2.8 Cost Response Form Quantities

The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

1.2.9 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 Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

1.2.10 Environment Compliance

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or

order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

1.2.11 Specification Protest Process and Remedies:

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. 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 proposal 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 Deadline for Proposal Submission noted in Section 1.3.1. 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.

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.3.7	Respondents' Pre-Bid Walk Through (mandatory)	1/23/2020
Section 1.2.2	Deadline for Written Inquiries/Questions	1/31/2020
Section 1.2.2	Response to Written Inquiries/Questions	2/7/2020
Section 1.2.2	Deadline for Proposal Submission	2/28/2020
Section 1.3.8	Estimated Respondent Presentation Date (subject to change)	3/16/2020
Section 2.2	Award Announcement (subject to change)	3/31/2020
	Estimated Agreement Start Date (subject to change)	7/1/2020

1.3.2 Respondents Pre-Bid Walk Through

The Pre-Bid walk through is mandatory for respondents to attend. Respondents should reach out to UMSResponses@maine.edu and confirm interest in attending the walk through on or before 1/17/2020. The walk through is tentatively schedule for 1/23/2020.

1.3.3 Eligibility to Submit Responses

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.3.4 Debarment

Respondents must complete and submit the “Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this

certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

Submission of a signed response 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.

1.3.5 Response Understanding

By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.3.6 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

1.3.7 Non-Response Submission

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or that otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

1.3.8 Respondents' Presentations

Presentations may be requested of two or more Respondents 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 Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

1.3.9 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

2.0 EVALUATION AND AWARD PROCESS

2.1 Evaluation Criteria

2.1.1 Scoring Weights

The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria:

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	20
Appendix D & E	Contract for Services	10
Appendix F	References	10
Appendix G	Organization, Qualifications, Experience	40
Appendix H	General, Implementation, Training and Support	20
Total Points		100

2.1.2 Scoring Section Descriptions

2.1.2.1 Cost Evaluation

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

(Lowest submitted cost response / cost of response being scored) x **Points** = pro-rated score

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

2.1.2.2 Contract for Services (Appendix D & E)

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision based on University risk assessment. The University reserves the right to reject any or all responses, in whole or in part, for any response receiving no points in this section in accordance with Section 2.2 Award.

Responses will be evaluated using the following guidelines:

- a. Full acceptance of the terms and conditions with the Respondents signature on the Agreement signature page, will receive the total points noted in Table 2.1.1.

- b. Revisions to the Agreement provisions specified in Section 1.2.1.2 will receive point reductions based on the University's risk assessment.
- c. Revisions to the Agreement provisions other than those specified in Section 1.2.1.2 will be evaluated at the University's discretion based on the University's risk assessment.

2.1.2.3 Organization, Qualifications, Experience and References

The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be performed on the top Respondent(s) only as determined by consensus scoring in the other categories.

2.1.2.4 General, Implementation, Training and Support

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.2 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. 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 responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, an Agreement may be awarded to that Respondent without further action.

2.3 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

2.4 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief General Services Officer within five (5) business days

of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge. Further information regarding the appeal process can be found at

http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

3.0 RESPONSE FORMAT REQUIREMENTS

3.1 General Format Instructions

3.1.1 Electronic Submissions

Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and must be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

3.1.2 Respondents Responsibility

It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

3.1.4 Additional Attachments Prohibited

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

3.2 Response Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score.

The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response.

Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

3.2.1 Section 1 - Response Cover Page

- 3.2.1.1 Label this response - Section 1 – UMS Response Cover Page
- 3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page
- 3.2.1.3 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

3.2.2 Section 2 - Cost Response

- 3.2.2.1 Label this response - Section 2 – Cost Evaluation
- 3.2.2.2 Insert Appendix C – Required Cost Evaluation Exhibits

3.2.3 Section 3 - Contract for Services

- 3.2.3.1 Label this response - Section 3 – Contract for Services
- 3.2.3.2 Insert Appendix D – Contract for Services
- 3.2.3.3 Insert Appendix E – Master Agreement

3.2.4 Section 4 - Response to Questions

- 3.2.4.1 Label this response - Section 4 – Response to Evaluation Questions & Related Information
- 3.2.4.2 Insert Appendix F – Organization Reference Form
- 3.2.4.3 Insert Appendix G – Evaluation Question(s) - Organization, Qualifications and Experience
- 3.2.4.4 Insert Appendix H – Evaluation Question(s) – General, Implementation, Training and Support
- 3.2.4.5 Insert Appendix H2 – Solution Requirements Matrix

Appendix A – University of Maine System Response Cover Page

RFP # 2020-021
UMaine Medical Services

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
 - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
 - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
 - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

Request for Proposal (IT) – UMaine Medical Services

Dated: 1/10/2019

To the best of my knowledge all information provided in the enclosed response, both programmatic and financial, is complete and accurate at the time of submission.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION
RFP # 2020-021
UMaine Medical Services

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C – Required Cost Evaluation Exhibits

University of Maine System
COST EVALUATION

RFP # 2020-021
UMaine Medical Services

GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This “cost” will encompass the entire solution pricing along with all products and services offered as part of the solution.
3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
5. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
6. If there are additional options or services that are not included in the offering, they must be identified and itemized as “optional” and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
7. Respondents’ are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
8. Pricing will be guaranteed by the vendor for the term of the Agreement.
9. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.
10. An **MS Excel Version** must be included in your final submission for all of these tables. For a copy of the excel version, email the contact provided on the cover page of this document.

INSTRUCTIONS FOR – Exhibit 1 (Table 1) – Pricing Schedule

The University needs to understand the associated lifecycle costs for your proposed system or service.

IMPORTANT - Respondents' are required to provide separate costs for each institution.

Respondent's Organization Name – Provide the Respondent's Organization Name.

Cost (Year 1 – 7) - All licensing and maintenance agreement pricing should include rates during the Agreement period, and anticipated future rates. Rates will be calculated based on Current Active User FTE provided.

Optional Renewal (Year 8 – 10) - Include rates during the Agreement period, and anticipated future rates.

Extended Cost – Total of Initial Term Years 1 – 7

Subtotal – Subtotal of the Extended Cost figures.

Less Discount – Discount offered off the Subtotal figure.

Total – Subtotal less Discount.

Respondent's Name:												
#	Item Description	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 Cost	Year 7 Cost	Year 8 (Optional Renewal)	Year 9 (Optional Renewal)	Year 10 (Optional Renewal)	Extended Cost
1	Occupational Health Services											
2												
3												
4												
	Subtotal											
	Less Discount											
	Total											
Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.												
List explanations and assumptions here:												

Exhibit 1 (Table 1) – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

Appendix D – Contract for Services

UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES

This Contract for Services Master Agreement (“Agreement” or “Master Agreement”) entered into this _____ day of _____, _____, by and between the **University of Maine System**, hereinafter referred to as the “**University**”, and _____, hereinafter referred to as “**Contractor**”.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement, and the following Riders, hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed

Rider A-1 – Pricing

Rider B – Insurance Requirements

Rider C – University of Maine System Standards for Safeguarding Information

Rider D – Services Engagement Form

Rider E – Implementation Plan and Timeline

Rider F – Contractor’s Service Level Agreement to Support the University

Contract Amendments as required

Request for proposal #2020-021 Issue Date 12/20/2019 Titled UMaine Medical Services

Contractor’s Bid in Response to Request for proposal #2020-021 Proposal Submission Date <<insert date>> Titled <<insert title>>

WHEREAS, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

This Agreement, along with any documents identified, which are incorporated by reference, constitutes the entire Agreement between the parties, and there are no other or further written or oral understandings or agreements with respect thereto.

1. **Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.
2. **Term:** This Contract shall commence on July 1, 2020 and shall terminate on June 30, 2027, unless terminated earlier as provided in this Contract with option for three (3), one (1) year renewals upon the parties’ mutual written agreement.
3. **Payment:**

- A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
- B. **“Additional Services”** The University will have the option to purchase additional services under this Agreement.
4. **Termination:** The agreement may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
8. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration:** Dick Young shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.
12. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors,

in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.

14. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Contract. Contractor may not unilaterally change any term or condition of this Contract.
18. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software,

equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

To the University:

University of Maine System
Robinson Hall
46 University Drive
Augusta, ME 04330

Attn: **Contract Administration**

To Contractor:

<<INSTRUCTIONS – Respondent to supply information noted below for submission >>

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

24. **Invoices:** Unless otherwise specified in an attachment hereto, invoices and questions regarding invoices will be directed to:

University of Maine System
Accounts Payable
PO Box 533
Bangor, ME 04402

Phone: [207-581-2692](tel:207-581-2692)

Fax: [207-581-2698](tel:207-581-2698)

Email: UMAP@maine.edu

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
- A. **Terms and conditions of this Agreement**
 - B. **Rider A** - Specifications of Work to be Performed
 - C. **Rider A-1** – Pricing
 - D. **Rider B** – Insurance Requirements
 - E. **Rider C** – University of Maine System Standards for Safeguarding Information
 - F. **Rider D** – Services Engagement Form
 - G. **Rider E** – Implementation Plan and Timeline
 - H. **Rider F** – Contractor’s Service Level Agreement to Support the University
 - I. **Contract Amendments** as required
 - J. **Request for proposal #2020-021 Issue Date 12/20/2019 Titled UMaine Medical Services**
 - K. **Contractor’s Bid in Response to Request for proposal #2020-021 Proposal Submission Date <<insert date>> Titled <<insert title>>**

26. **Multi-Institution Capabilities** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

The Community College System and Maine Maritime Academy, both public higher education institutions in the state, shall be permitted to piggyback off of the University’s contract if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

27. **Smoking Policy**
The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In addition, University Institutions may have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.

Signatures

FOR THE UNIVERSITY OF MAINE SYSTEM:

BY: _____

(signature)

Name: _____

(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____

(signature)

Name: _____

(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

Tax ID #: _____

Per University policy, “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 Chief Procurement Officer, or designee, and if it is not approved, valid or effective until such written approval is granted.”

Chief Financial Officer approval is required of any University of Maine System agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

Chief Business Officer approval is required of any campus specific agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

BY: _____

Title: _____

Chief Procurement Officer or designee

Date: _____

BY: _____

Title: _____

Chief Financial/Business Officer or designee

Date: _____

RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor agrees to the **Specifications of Work to be Performed** as follows:

INTENT AND PURPOSE

The University of Maine System acting through the University of Maine is seeking proposals from a management entity or entities for the provision of a broad range of healthcare services for students, faculty, staff and insured dependents. We invite proposals for the following services:

- College Student Health Services
- Employee Occupational Health Services
- Voluntary Primary Care for Faculty, Staff, and Insured Dependents
- College student Psychiatric Health Services

PRODUCT SCOPE OF WORK:

<< INSTRUCTIONS - Respondent to provide product/service scope of work description as part of their submission. >>

Additional Scope: The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing contract. The Contractor, for additional consideration, shall furnish additional such products and services to the University.

PRICING: Refer to RIDER A-1. Pricing will be valid for the term of the Agreement.

PERFORMANCE TERMS AND CONDITIONS

1. **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 University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
2. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.
3. **Accessibility:** If the solution includes any end-user-facing human interface, such as an end-user device software component or web site form, file upload system, etc. the Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility guidelines of "Section 508 of the Rehabilitation Act of 1973" as amended as of the date of this agreement, and the "[Web Content Accessibility Guidelines \(WCAG\) 2.0](http://www.w3.org)" published by www.w3.org.

If the solution includes any end-user-facing human interface, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, etc., the Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and vendor further agrees to indemnify and hold harmless the University of Maine campuses and system or any university entity using the Contractor's products or services from any claim arising out of its failure to comply with the aforesaid requirements.

The University, at its discretion, may at any time test the vendor's products or services covered by this agreement to ensure compliance with Section 508 and WCAG 2.0. Testing that results in findings of non-compliance, shall result in a 25% reduction in the total cost of the products and/or services covered by this agreement if the non-compliance is not corrected within 30 days of being reported to the vendor in writing. All withheld amounts will be paid to the vendor upon correction of the non-compliance and acceptance by the University. Said acceptance not to be unreasonably withheld.

Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement and a pro-rated refund of fees paid from the University for the remainder of original contract period.

4. **Standards for Safeguarding Information:** The Contractor is expected to comply with these standards as outlined in ***Rider C - University of Maine System Standards for Safeguarding Information***. Should the Contractor fail to comply with the standards and is unable to reasonably cure its noncompliance within 60 days, the University may terminate this agreement. The University will be entitled to receive a prorated refund measured from the effective date of the termination.
5. **Implementation Plan and Timeline:** The Contractor is expected to develop, manage and report the status of the progress on the implementation plan and timeline as outlined in ***Rider E – Implementation Plan and Timeline***, of this Agreement.
6. **Environment Compliance:** In the event this Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under this Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any are of responsibility not attributable to Contractor.

**RIDER A-1
PRICING**

**<< INSTRUCTIONS - Details in Exhibit 1 will be inserted here during Agreement negotiations. No
action needed for Respondent as part of their submission. >>**

**RIDER B
INSURANCE REQUIREMENTS**

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
3	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
4	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

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:

**University of Maine System
Risk Manager
Robinson Hall
46 University Drive
Augusta, Maine 04330**

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.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

**RIDER C
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.), Driver's 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 University-owned 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 Data, in or on Contractor facilities, the following clauses apply.

- 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.
- H. Contractor shall require strong passwords for any user accessing personally identifiable information or data covered under law, regulation, or standard such as HIPAA, FERPA, or PCI. Strong passwords shall be at least eight characters long; contain at least one upper and one lower case alphabetic characters; and contain at least one numeric or special character.

13. 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.

**RIDER D
SERVICES ENGAGEMENT FORM
Services Engagement to Agreement for Services**

This Services Engagement is entered into as of the date written below between _____ (“Contractor”) and _____ (“Institution”).

This Services Engagement shall be governed by the terms and conditions of the Master Agreement for Services dated _____ by and between _____ (“Contractor”) and the University of Maine System, and is incorporated herein by reference.

This Services Engagement describes the Services to be provided by _____ (“Contractor”) and the fees associated with such Services.

INSTITUTION REPRESENTATIVE & PROJECT MANAGER:

CONTRACTOR REPRESENTATIVE & PROJECT MANAGER:

SCOPE OF WORK:

TERM:

The term of this Work Order will be from _____ to _____.

Installation of the _____ shall be Substantially Complete on or before _____ subject to adjustments mutually agreed to by the parties.

PRICE:

SIGNATURES:

Institution

By: _____

Name: _____

Title: _____

Date: _____

Contractor

By: _____

Name: _____

Title: _____

Date: _____

Chief Information Officer approval is required of any University of Maine System information technology service engagements.

BY: _____

Title: _____

Chief Information Officer or designee

Date: _____

RIDER E
IMPLEMENTATION PLAN AND TIMELINE

<<INSTRUCTIONS – Bidders will insert their implementation plan and timeline here as part of their submission. >>

Appendix E – Evaluation Question(s) – Master Agreement

This portion of the RFP contains special terms and conditions which will govern the resulting agreement, many of which are stated in Section 1.2 of the RFP, with more detail in Appendix D. Please indicate your acceptance for each special term by checking the “Agreed” box and initialing.

Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal, lack of providing the required response or indicating terms will be negotiated post award will result in a zero (0) score for the Master Agreement evaluation criteria in Section 2.1.1.

1.1 Terms and Conditions of Agreement

As a result, of this RFP process, it is our expectation that an Agreement will be established between University and one or more of the Contractors. The Agreement will incorporate the relevant terms and conditions of this RFP and Contractor’s proposal (scope of work, pricing, service level agreement, warranty, implementation plan).

Upon award each successful Agreement or will sign a Master Agreement (Appendix D) with the University to sell goods and/or services. The Agreement will incorporate all the terms and conditions, pricing, specifications, and requirements of the RFP.

No representation is made that any quantities will be purchased or that services will be utilized.

Agreed _____
Initial

1.2 Agree to term other than what is specified or automatic renewals for term(s) greater than month-to-month.

Appendix D - 2. Term

The Agreement term will be for seven (7) years with the option of three (3) one-year renewals. Exercise of any renewal option will require parties’ mutual written agreement.

Agreed _____
Initial

1.3 Agree to termination language other than what is provided in Appendix D, Section 4, 5, and 6.

Appendix D - 4. Termination: The **Agreement or a Services Engagement (Rider D)** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be affected by delivery to the Agreement or of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Agreement or shall not be reimbursed for any costs incurred after the effective date of termination.

Agreed _____
Initial

Appendix D - 5. Obligations Upon Termination: Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Agreement or for all services performed to the effective date of termination subject to offset of sums owed by the Agreement or to the University.

Agreed _____
Initial

Appendix D - 6. Non-Appropriation: Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.

Agreed _____
Initial

1.4 Permit an entity to change unilaterally any term or condition once the Agreement is signed;

Appendix D - 8. Modification:

This Agreement may be modified or amended only in a writing signed by both parties.

Agreed _____
Initial

1.5 Apply the law of a state other than Maine;

Appendix D - 10. Applicable Law:

This Agreement shall be governed and interpreted according to the laws of the State of Maine

Agreed _____
Initial

1.6 Provide any defense, hold harmless or indemnity;

Appendix D - 13. Indemnification

The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data

Agreed _____
Initial

1.7 Waive any statutory or constitutional immunity;

Agreed _____
Initial

1.8 Pay attorneys' fees, costs, expenses or liquidated damages;

Agreed _____
Initial

1.9 Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the Agreement.

Appendix D - 17. Entire Agreement:

This Agreement sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Agreement is the entire agreement between the University (including University's employees and other End Users) and Agreement or. In the event that Agreement or enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Agreement. Agreement or may not unilaterally change any term or condition of this Agreement.

Agreed _____
Initial

1.10 Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;

Appendix D - 21. Confidentiality:

The Agreement or shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.

Agreed _____
Initial

1.11 Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.

Agreed _____
Initial

1.12 Add any entity as an additional insured to UMS policies of insurance.

Agreed _____
Initial

Appendix F – Organization Reference Form

Respondent's Organization Name: _____

INSTRUCTIONS: Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We strongly prefer references from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

We request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year).

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

Appendix G – Evaluation Question(s) - Organization, Qualifications and Experience

Respondent's Organization Name: _____

INSTRUCTIONS: Respondents shall ensure that all information required herein is submitted with the response. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

Organizational, Qualifications and Experience - Evaluation Question(s)

1. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
2. Please describe your capability to provide insurance-based outpatient medical services for Occupational health, college student and employee primary care, and student psychiatric services within your organization or affiliations.
3. Describe your experience offering a solution for the insurance-based healthcare requirements identified in this document within higher education and campus environment. Provide a client list that includes any and all higher education clients.
4. Provide a statement that explains why your company would be most qualified to provide healthcare services to the University of Maine. What differentiates you from other healthcare providers within the state of Maine?
5. Describe your organizations understanding of the current healthcare issues/trends within higher education and your ability to provide the products / services described in the **Specifications / Scope of Work** section in this document.
6. The Respondent shall provide résumés for each medical provider and practice manager responsible for design, implementation, and day to day healthcare operations of the campus facility. Résumés shall include education, experience, license, and/or certifications of each individual.
7. Financial Stability: The Respondent shall provide with the response proof of financial stability in the form of audited financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Respondent to be capable of meeting the requirements of this document.
8. Provide a statement that notes your acceptance to the conditions stated in Section 1.2 and Appendix A of the RFP regarding the University of Maine System, Contract for Services or note your non-acceptance to the stated conditions. For full acceptance please include a statement here to the effect as part of your response. For partial acceptance please provide the clause number and name for the exceptions and note your understanding that finalists will be required to provide marked up language acceptance as part of your response for full evaluation of this requirement, lack of providing the required response will result in a zero (0) score for the Contract for Services evaluation criteria in Section 2.1.1.

Appendix H – Evaluation Question(s) – General, Implementation, Training and Support

Respondent's Organization Name: _____

All responses to the questions will reflect what is offered as part of the Respondent's proposed solution. Respondents **MUST** indicate if the product or service requires modification, additional products or services, or if any other accommodation would be necessary to meet a requirement.

Evaluation Question(s) – General Requirement Questions

1. Describe your service model for providing after hours and weekend services.
2. Describe your referral network and how patients access this network. Describe how this network of specialists supports the healthcare capabilities that you provide on campus.
3. Describe any potential costs to the University that would be associated with your company's healthcare solution.
4. Describe any capital equipment your company can provide to support the goals of this RFP. Include any diagnostic imaging equipment.
5. Describe your experience providing athletic training services within your organization.

Evaluation Question(s) – Implementation Questions

1. Describe your recommended implementation strategy, best practice consulting options, and professional services. The University of Maine System requires the review of consultant's credentials/experience and reserves the right to request replacement if he/she fails to meet expectations at any time.
2. Describe the steps your firm will take to understand the healthcare model and functional needs of the student population within the campus environment which has a high affinity for walk-in care.
3. Provide an organizational chart that describes the responsible parties for communication and implementation of the project.
4. Provide your timeline from implementation start to "go live" date including the dates for key components.
5. Describe the University services that you foresee as necessary for a successful implementation from start to go-live date (example; IT, HR, facilities, auxiliary services, marketing services).
6. Identify any third-party Respondents involved in your implementation strategy and describe these relationships.
 - a. Indicate whether these relationships are required or optional for implementation of the proposed solution.
 - b. Explain the process for managing the third party Respondent's performance. Specifically, how are performance issues addressed.

Evaluation Question(s) – Training Questions

1. Describe your training requirements for the staff (both medical and administrative) associated with this University Campus clinic.

Evaluation Question(s) – Support Questions

1. Supply your firm's mission statement or policy regarding patient satisfaction and complaint resolution.
2. Explain what type of information is available to patients on your website regarding availability of services, medical staff, appointments, billing, etc...
3. Is there a secure web portal patients can use to communicate with healthcare providers? Can patients access diagnostic testing results via this secure web portal.
4. What is the process for an emergency, e.g. EMR system down, from notification through resolution, in order to maintain continuity of services?