

REQUEST FOR PROPOSAL
ELECTRONIC DOCUMENT MANAGEMENT SYSTEM
FOR
LSU HEALTH SCIENCES CENTER



File Number: S 28263 EP

Solicitation Number: 2247906

Proposal Opening Date: March 13, 2012

Proposal Opening Time: 10:00 A.M. (CT)

**State of Louisiana
Office of State Purchasing**

February 3, 2012

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1	Background	5
1.1.1	Purpose	5
1.1.2	Goals and Objectives	5
1.2	Definitions	5
1.3	Schedule of Events	7
1.4	Proposal Submittal	7
1.5	Proposal Response Format	8
1.5.1	Number of Response Copies	10
1.5.2	Legibility/Clarity	10
1.6	Confidential Information, Trade Secrets and Proprietary Information	10
1.7	Proposal Clarifications Prior to Submittal	11
1.7.1	Pre-Proposal Conference	11
1.7.2	Proposer Inquiry Periods	11
1.8	Errors and Omissions in Proposal	12
1.9	Proposal Guarantee	12
1.10	Performance Bond	13
1.11	Changes, Addenda, Withdrawals	13
1.12	Withdrawal of Proposal	13
1.13	Material in the RFP	13
1.14	Waiver of Administrative Formalities	13
1.15	Proposal Rejection	13
1.16	Ownership of Proposal	14
1.17	Cost of Offer Preparation	14
1.18	Non-Negotiable Contract Terms	14
1.19	Taxes	14
1.20	Proposal Validity	14
1.21	Prime Contractor Responsibilities	14
1.22	Use of Subcontractor	14
1.23	Written or Oral Discussions/Presentations	15
1.24	Acceptance of Proposal Content	15
1.25	Evaluation and Selection	16
1.26	Contract Negotiations	16
1.27	Contract Award and Execution	16
1.28	Notice of Intent to Award	16
1.29	Debriefings	17
1.30	Insurance Requirements	17
1.31	Subcontractor Insurance	17
1.32	Indemnification and Limitation of Liability	17
1.33	Fidelity Bond Requirements	18
1.34	Payment	18
1.34.1	Payment for Services	18
1.34.2	Late Payment	19

1.35	Termination	19
1.35.1	Termination of the Contract for Cause	19
1.35.2	Termination of the Contract for Convenience	19
1.35.3	Termination for Non-Appropriation of Funds	19
1.36	Assignment	20
1.37	No Guarantee of Quantities	20
1.38	Audit of Records.....	20
1.39	Civil Rights Compliance.....	20
1.40	Record Retention	20
1.41	Record Ownership.....	21
1.42	Content of Contract/Order of Precedence.....	21
1.43	Contract Changes	21
1.44	Substitution of Personnel.....	21
1.45	Governing Law	21
1.46	Claims or Controversies	21
1.47	Proposer's Certification of OMB A-133 Compliance.....	22
1.48	Anti-Kickback Clause.....	22
1.49	Clean Air Act	22
1.50	Energy Policy and Conservation Act.....	22
1.51	Clean Air Act	22
1.52	Anti-Lobbying and Debarment Act.....	22
1.53	Warranties.....	23

PART II. SCOPE OF WORK/SERVICES

2.1	Scope of Work/Services	24
2.2	Period of Agreement.....	24
2.3	Price Schedule	24
2.4	Deliverables.....	24
2.5	Location.....	24
2.6	Proposal Elements	24
2.6.1	Financial	24
2.6.2	Technical	24
2.6.3	Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation	25

PART III. EVALUATION

3.1	Financial Proposal	27
3.2	Technical Proposal	27
3.2.1	Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation	28

PART IV. PERFORMANCE STANDARDS

4.1	Performance Requirements.....	29
4.2	Performance Measurement/Evaluation.....	29
4.3	Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements	29

ATTACHMENT 1

Scope of Work/Service.....	30
----------------------------	----

ATTACHMENT 2

Price Schedule.....	37
---------------------	----

ATTACHMENT 3

Sample Generic Contract.....	38
------------------------------	----

APPENDIX A

Timeline.....	46
---------------	----

APPENDIX B

Current Document Inventory.....	47
---------------------------------	----

APPENDIX C

HIPAA Agreement.....	54
----------------------	----

REQUEST FOR PROPOSAL FOR ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Louisiana State University Health System (LSU) is a ten hospital system with facilities located throughout the state of Louisiana. Facilities are located in the cities of Baton Rouge, Bogalusa, Houma, Independence, Lafayette, Lake Charles, Monroe, New Orleans, Pineville and Shreveport.

LSU is implementing the Epic Electronic Health Record and Practice Management system throughout the entire system.

LSU wishes to procure an enterprise-wide document management software system for primary use with Epic. The document management software system must be capable of functioning as a standalone system as well as integrating with Epic. The contractor shall provide software licensing, software maintenance, training and implementation services for their solution.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in providing an Electronic Document Management System (EDMS), inclusive of software licensing and software maintenance along with training and implementation services for their solution.

1.1.2 Goals and Objectives

LSU desires to increase operational efficiency by procuring an enterprise-wide electronic document management solution capable of tight integration with the Epic system as well as being utilized as a stand-alone EDM. The integration with Epic should be of a seamless nature such that the user cannot distinguish whether they are currently utilizing the Epic system or the EDM.

The new EDM should be capable of eliminating the need to store paper documents in both the Clinical and the Business Office/Revenue Cycle areas of each of the hospitals.

1.2 Definitions

- A. Agency - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive

branch of this state authorized to participate in any contract resulting from this solicitation.

- B. Contractor – Any person having a contract with a governmental body.
- C. Conversion - The act of converting/migrating data and images from a legacy system into the new system according to the mapping guidelines.
- D. Deficiency - Required patient or clinical documentation is missing or not properly signed.
- E. Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- F. Electronic Document Management System (EDM) - is a [computer system](#) (or set of computer programs) used to track and store [electronic documents](#) and/or [images](#) of paper documents.
- G. Epic - A suite of software applications used in LSU hospitals for Electronic Health Records and Practice Management. Provided by the Epic Systems Corporation.
- H. EpicWeb - Web-based customer portal used with Epic.
- I. HIPAA - Health Insurance Portability and Accountability Act of 1996.
- J. LSU – Louisiana State University
- K. May - The term “may” denotes an advisory or permissible action.
- L. Must - The term “must” denotes mandatory requirements.
- M. Optical Character Recognition (OCR) - The [electronic](#) translation of scanned [images](#) of handwritten, typewritten or printed text into machine-encoded text.
- N. RFP – Request for Proposal
- O. Shall – The term “shall” denotes mandatory requirements per RS: 39:1556(24).
- P. Should – The term “should” denotes a desirable action.
- Q. Standalone EDM - Functioning as described within this document without additional integration with any other software.
- R. State - The State of Louisiana.
- S. Workflow engine - A software application that manages and executes modeled computer processes.

1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP mailed to prospective proposers and posted to LaPAC	February 3, 2012	
2. Deadline to receive written inquiries	February 20, 2012	
3. Deadline to answer written inquiries	February 27, 2012	
4. Proposal Opening Date (deadline for submitting proposals)	March 13, 2012	10:00 A.M.
5. Oral discussions with proposers, if applicable	To be scheduled	
6. Notice of Intent to Award to be mailed	To be scheduled	
7. Contract Initiation	To be scheduled	

NOTE: The State of Louisiana reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Purchasing.

It is the Proposer's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received by the Office of State Purchasing **no later than the date and time shown in the Schedule of Events.**

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

- X Proposal Name: **Electronic Document Management System**
- X File Number: **S 28263 EP**, Solicitation Number: **2247906**
- X Proposal Opening Date: **March 13, 2012 @ 10:00 A.M. (CT)**

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be mailed through the U. S. Postal Service to our box at:

Office of State Purchasing
P. O. Box 94095
Baton Rouge, LA 70804-9095

Proposals may be delivered by hand or courier service to our physical location at:

Office of State Purchasing
1201 North 3rd St.
Suite 2-160
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit The Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

ATTENTION: R. S. 39:1594(C)(4) requires evidence of authority to sign and submit proposals to the State of Louisiana. Please indicate in the Cover Letter which of the following applies to the signer of this proposal.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. **A copy of the annual report or partnership record must be submitted to the Office of State Purchasing before contract award.**
2. The signer of the proposal is a representative of the proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a**

copy of the resolution, certification or other supportive documents must be attached to the Cover Letter.

3. The proposer has filed with the secretary of state an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Purchasing before contract award.**
4. The signer of the proposal has been designated by the proposer as authorized to submit proposals on the proposer's vendor registration on file with the Office of State Purchasing.

The cover letter should also

- o Identify the submitting Proposer and provide their federal tax identification number;
- o Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- o Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, demonstrated volume of merchants, etc. This section should also include the total number of clients where the Proposer has implemented similar integrations with their product and Epic.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements. This section should include a description of FTE requirements to administer and support the proposed solution from an IT standpoint as well as a system administrator standpoint. Provide actual or average support FTE numbers from current installations.
- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc. Separate schedules for Implementation and Conversion should be provided.
- G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with the Attachment 2 Price Schedule. Prices proposed shall be firm for the duration of the contract (*unless there is some provision in the RFP for price escalation*). This financial proposal shall include any and all costs the

Contractor wishes to have considered in the contractual arrangement with the State.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Fifteen (15) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6) and two (2) electronic (PDF) copies of the proposal, burned onto a CD or DVD.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Office of State Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

NOT REQUIRED FOR THIS RFP

1.7.2 Proposer Inquiry Periods

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing
Attention: Felicia M. Sonnier
P. O. Box 94095
Baton Rouge, LA 70804-9095

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: felicia.sonnier@la.gov

Phone: (225)342-8029/ Fax: (225)342-8688

An addendum will be issued and posted at the Office of State Purchasing LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any state employee or state consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with R.S. 39:1671. Such protest shall be made in writing to the Director of State Purchasing at least two days prior to the deadline for submitting proposals.

Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [www.doa.louisiana.gov/osp]. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

Vendor self-enrollment in LaPAC was disabled November 15, 2010. All vendors are to now register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg and help scripts are available on OSP website under vendor center at <http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm>.

1.8 Errors and Omissions in Proposal

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

1.9 Proposal Guarantee

NOT REQUIRED FOR THIS RFP

1.10 Performance Bond

NOT REQUIRED FOR THIS RFP

1.11 Changes, Addenda, Withdrawals

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the Office of State Purchasing.

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.14 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection

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

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

1.16 Ownership of Proposal

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

1.17 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.19 Taxes

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

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

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP.

This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

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

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

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.25 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Director of State Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.27 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment 3 of this RFP and submit any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable. If applicable, a proposer may submit or refer to a Master Agreement entered into by the contractor and the State in accordance with R.S. 39:198(e).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with RS: 39:1671, to the Director of State Purchasing, within fourteen days of the award/intent to award.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Purchasing. Contact may be made by phone at (225) 342-8029 or E-mail to felicia.sonnier@la.gov.

1.30 Insurance Requirements

NOT REQUIRED FOR THIS RFP

1.31 Subcontractor Insurance

NOT REQUIRED FOR THIS RFP

1.32 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action

at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.33 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP

1.34 Payment

1.34.1 Payment for Services

LSU Health System shall pay Contractor in accordance with the Price Schedule set forth in Attachment 2. The Contractor may invoice LSU Health System monthly at the billing address designated by LSU Health System. Payments will be made by LSU Health System within

approximately thirty (30) days after receipt of a properly executed invoice, and approval by LSU Health System. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.34.2 Late Payments

Interest due by a State Agency for late payments shall be in accordance with R.S. 39:1695 and 13:4202.

1.35 Termination

1.35.1 Termination of the Contract for Cause

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

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

1.35.2 Termination of the Contract for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall

terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.36 Assignment

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

1.37 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

The State legislative auditor, federal auditors and internal auditors of Louisiana State University, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.40 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

1.41 Record Ownership

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

1.42 Content of Contract/ Order of Precedence

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

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of OSP.

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

1.44 Substitution of Personnel

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

1.46 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, RS39:1673.

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>.

1.48 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.49 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

1.50 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.51 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

1.52 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

1.53 Warranties

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in this Agreement.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty:

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

See Attachment 1.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about December 1, 2011 and terminate on or about March 31, 2013. Implementation will closely match the implementation timeline shown in Appendix A and has a timeline of longer than one year.

2.3 Price Schedule

Prices proposed by the proposers shall be submitted following the format outlined on the price schedule furnished herein on Attachment 2. Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

2.4 Deliverables

The deliverables listed in Attachment 1 are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

2.5 Location

The work is to be performed, completed and managed at locations across the state. Consult the schedule in Appendix A for details.

2.6 Proposal Elements

2.6.1 Financial

Proposal shall include prices per the format outlined on the price schedule furnished in Attachment 2, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the State to consider.

2.6.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, as detailed in Attachment 1, with particular attention to:

- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).
- Plans for training,
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

2.6.3 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network

<http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

PART III: EVALUATION

The following criteria will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Financial Proposal (*Value of 50 points*)

The following financial criteria will be evaluated:

Prices proposed by the Proposers shall be submitted following the format outlined on the price schedule furnished in Attachment 2. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A proposer's base cost score will be based on the cost information provided in Attachment 2 and computed as follows:

$$BCS = (LPC/PC \times 50)$$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed cost of all proposers
 PC = Total cost of proposer being evaluated

Note: The proposer must include an itemized listing of all expenses or fees, if applicable, that are expected to be paid by the agency.

3.2 Technical Proposal (*Value of 40 points*)

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

- **Company Background and Experience – 10 points**
- **Proposed Solution/Technical Response – 15 points**
- **Innovative Concepts – 5 points**
- **Approach and Methodology – 5 points**
- **Implementation/Orientation Plan – 5 points**

3.2.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (*Value of 10 points*)

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors:
 - 1 participating small entrepreneurship: 1/5th of the reserved points
 - 2 participating small entrepreneurships: 2/5ths of the reserved points
 - 3 participating small entrepreneurships: 3/5ths of the reserved points
 - 4 participating small entrepreneurships: 4/5ths of the reserved points
 - 5 or more participating small entrepreneurships: Full amount of the reserved points

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

All deliverables must be met, following the implementation plan detailed in Appendix A.

4.2 Performance Measurement/Evaluation

Contractor performance will be directed and monitored by a designated LSU Project Manager. Contractor will provide written and verbal status reports as directed by the LSU Project Manager at the commencement of the implementation project. All deliverables tied to a given payment must be approved and accepted by the designated LSU Project Manager prior to payment issuance.

4.3 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

Attachment 1

Scope of Work/Services

Functional Requirements:

The EDM must meet the following minimum requirements:

1) Standalone EDM capabilities:

- a) The ability for scanning and acquisition of a variety of document types, including but not limited to:
 - i) HIPAA Privacy Notifications; for example:
 - (1) Notice of Privacy Practices
 - (2) Request for Amendments
 - ii) Birth Certificates
 - iii) Clinical Documentation; for example:
 - (1) EKG result strips
 - (2) Lab Results
 - (3) Progress Notes
 - iv) Financial Documentation; for example:
 - (1) ID Cards (Front and Reverse sides)
 - (2) Explanation of Benefits
 - (3) Advanced Beneficiary Notification
 - v) Correspondence
- b) The ability to retrieve indexed stored documents via a variety of data elements, including but not limited to:
 - i) Patient Identification number
 - ii) Hospital Account number
 - iii) Patient Name
 - iv) Provider Number
 - v) Date of Service
 - vi) Date of Birth
 - vii) Social Security Number
 - viii) Document Type

2) Conversion:

- a) The contractor must successfully implement a conversion of legacy documents and data into the new system.
- b) The system must be able to convert from the LaserFiche, Siemens EDM, and Epic Media Manager systems.

3) Scanners/Scanning:

- a) The system must be compatible with existing TWAIN scanners.
- b) The system must be able to handle 600+ scanners located throughout the state, including high volume, batch scanners.
- c) The system should allow for multi-index scanning. (e.g. Enterprise Patient Index and Medical Record/Encounter)

- d) The system should have bar-code creation, bar-code reading and OCR capabilities.
 - e) Additional pages should be able to be appended to previously saved documents.
- 4) Integration with Epic's Document Management Application Program Interface:
- a) Must have the ability to launch scanning software from scan acquisition points (buttons) inside of the Epic system and be able to launch scan viewer in Epic so that it looks seamless to end users. In addition, after set up in Epic's user security module end users will not need to log in separately to the EDM system.
 - b) Epic optional EDM system functions which the system must be able to seamlessly integrate with:
 - i) Release of Information (ROI) Plug-in
 - (1) Instead of Medical Records staff printing information for release requests from both Epic and the EDM, the EDM must utilize Epic's ROI Plug-In to print the scanned images stored on the EDM along with the Epic release.
 - ii) Deficiency Tracking
 - (1) Must integrate with the Deficiency Tracking module in Epic. This allows for deficiencies in Epic updated based upon a deficiency analyst indicating that a scanned document needs to be electronically signed. This creates a deficiency in Epic that is assigned to the physician and when the physician electronically signs the document in the EDM, the deficiency automatically completes in Epic.
 - iii) Explanation of Benefits (EOBs)
 - (1) Must allow for scanning in the Explanation of Benefits from payers. The EOB is indexed from the payment posting batch, which allows users to access the scanned record from the hospital account.
 - iv) Correspondence
 - (1) Must allow scanning of financial letters from insurance companies or patients. The scanned document creates a correspondence record tied to the hospital account for follow-up.
 - v) Epic's Web products
 - (1) This concerns the ability to launch scan viewer for users in EpicWeb, EpicCare Link, etc. This feature will not be implemented immediately, but the system should include this capability for future usage.
 - c) The system should be able to immediately display indexed images/documents within Epic.
 - d) The EOB should be retrievable for review by patient accounting staff (for example by clicking on a paperclip or other icon).
 - e) The system should be able to automatically log out and close any Image Viewer window(s) opened from Epic viewing of scanned documents when Epic is closed and/or at the timeout value.
 - f) The system must be integrated with the following Epic application areas:
 - i) ADT/Prelude
 - ii) Cadence
 - iii) HIM
 - iv) EpicCare
 - v) Resolute Professional Billing
 - vi) Resolute Hospital Billing
 - vii) EpicWeb/EpicCare Link (for future usage, not in scope of initial implementation)
 - g) The system may also be used in areas of LSU facilities which will not be integrated with Epic, such as Human Resources.

- 5) Fax and Printer Integration:
- a) The system should have the ability to capture images directly from the fax system.
 - b) The system should integrate with Right Fax (inbound and outbound).
 - c) The system should accommodate scanning and image capture from multi-function printing devices.
- 6) Security and Administration:
- a) The system must have the ability to control security down to the document level for every action (print, fax, email, etc.).
 - b) LSU utilizes a security model that natively integrates with Microsoft Active Directory. Therefore, all authentications and user groups should be specified through Microsoft Active Directory. The application may layer in additional application specific security.
 - c) The system must have a configurable, role-based security structure.
 - d) The system should have the ability to audit document access that includes date, time, user.
 - e) The system should have the security auditing capabilities for recording who viewed and/or changed data within the database.
 - f) The system must have controls to prevent unauthorized access and/or other security features.
 - g) The system should provide an automatic logoff due to inactivity.
 - h) The system should enable workflow design processes using GUI Tools within the application allowing an administrator without programming/coding knowledge the ability to design and define workflow within the system.
 - i) The system should have the ability to track which documents have been accessed, printed, faxed and/or viewed by user and/or workstation.
 - j) If a browser component is used for viewing, the system must not allow unauthenticated and unauthorized users to view documents.
 - k) Guard content through encryption to protect from security breaches
- 7) Reporting:
- a) The system should have built-in reporting tools.
 - b) The system should be compatible with Crystal Reports.
 - c) The end user should be able to create new reports or modify existing reports for ad-hoc analysis.
- 8) Training, Communication, and Support:
- a) The contractor must provide their administrator and end-user training program including but not limited to:
 - i) Training manuals
 - ii) Educational materials/lesson plans
 - iii) Training plan
 - b) The contractor should provide onsite training for up to 10 application administrators and 10 workflow administrators.
 - c) The contractor must provide IT support training for up to 10 staff members.
 - d) The contractor must provide standard service level agreement documentation.
 - e) The contractor must provide on-going application support during regular business hours, with off hours support availability.
- 9) Other:
- a) LSU estimates it will require 600 concurrent user licenses
 - b) LSU estimates it will require 600 Document Imaging Licenses

- c) LSU estimates 35 high-volume batch scanner licenses will be required
- d) The contractor must provide information detailing any cost changes LSU will realize if the above described licensing needs must be expanded or contracted.

Technical Infrastructure Requirements:

The system must comply with the following Infrastructure:

- 1) If a back-end database is required it must use Microsoft SQL Server 2008.
- 2) The system must be compatible with running in a virtual server environment using VMWare version ESX4.1 virtual machine tools.
- 3) The system must be compatible with Microsoft Server 2008.
- 4) The system must support geographically dispersed scanning stations and clients.
- 5) The system and viewer must be compatible with Citrix version XENAPP6.

If Additional hardware is needed, proposer must provide a list of all items required.

Installation and Configuration:

The following services shall be provided:

Implementation and configuration of the proposed software system, to LSU's requirements, including integration with the Epic Electronic Health Records system as described in the Functional Requirements section. The contractor must be ready to commence implementation within 20 calendar days of award.

- 1) There will be a phased implementation at 10 hospitals over a period of approximately 1.5 years. See Appendix A for specific timelines.
 - a) Activities
 - i) Project management activities, working in conjunction with an assigned LSU project manager.
 - ii) Requirements gathering activities, including compliance with American Recovery and Reinvestment Act requirements.
 - iii) Installation and configuration of the system in a Test environment
 - iv) Address defects identified during the Testing phase
 - v) Installation and configuration into the Production Environment, using a High Availability model.
 - b) Deliverables
 - i) Project Management Plan
 - (1) Project Schedule
 - (2) Scope of Work
 - (3) Responsibility Matrix
 - (4) Test Plan
 - (5) Training Plan
 - (6) Technical Schedule
 - ii) Requirements
 - (1) Business and Technical Requirements Document
 - iii) Test scripts
 - (1) Unit Testing

- (2) Integrated Testing
 - (3) Conversion Testing
 - iv) Implementation Plan
 - v) Disaster Recovery Plan
 - vi) Hardware recommendations within 15 days of contract (scanners, bar-coding, etc)
 - vii) Fully functioning Electronic Document Management system, free of critical defects, meeting all requirements
 - viii) On-site support for first week at initial Production go-live, at the first facility.
- c) Acceptance
- i) Upon presentation of deliverables LSU will have an inspection period of 10 calendar days for deliverables I, ii, iii and iv and an inspection period of 30 calendar days for deliverable V. During the inspection period LSU will communicate any identified defects in writing to the contractor. The contractor must then address defects in a reasonable timeframe and re-present the deliverable for inspection with a new inspection period.
- 2) Conversion of documents in the existing Electronic Document Management Systems, Siemens Enterprise Document Management, LaserFiche, and Epic.
- a) Current document inventory is detailed in Appendix B
 - b) Activities
 - i) Project management activities, working in conjunction with an assigned LSU project manager.
 - ii) Requirements gathering activities
 - iii) Conversion of documents in a Test environment
 - iv) Address defects identified during the Testing phase
 - v) Conversion of documents into the Production Environment
 - c) Deliverables
 - i) Project Management Plan
 - (1) Project Schedule
 - (2) Scope of Work
 - (3) Responsibility Matrix
 - (4) Test Plan
 - ii) Requirements
 - (1) Business and Technical Requirements Document
 - iii) Test scripts
 - (1) Unit Testing
 - (2) Integrated Testing
 - iv) Implementation Plan
 - v) Converted and indexed documents, free of defects, meeting all requirements
 - d) Acceptance
 - i) Upon presentation of deliverables LSU will have an inspection period of 10 calendar days for deliverables I, ii, iii and iv and an inspection period of 30 calendar days for deliverable v. During the inspection period LSU will communicate any identified defects in writing to the contractor. The contractor must then address defects in a reasonable timeframe and re-present the deliverable for inspection with a new inspection period.

- 3) Monitoring and Performance
 - a) Contractor performance will be directed and monitored by a designated LSU Project Manager. Contractor will provide written and verbal status reports as directed by the LSU project manager at the commencement of the implementation project.

Payment Schedule

Payment will be dispersed based on delivery of a fully functional system, with converted documents, using the phased Implementation schedule detailed in Appendix A. The table below details those payments on a percentage of the successful proposal

Event	Location/Approximate date	Percentage of total price schedule paid
Go-Live	Shreveport and Monroe: April 2012	24%
Go-Live	New Orleans: July 2012	17%
Go-Live	Houma, Bogalusa and Independence: Nov 2012	21%
Go-Live	Pineville, Lake Charles, Lafayette and Baton Rouge: March 2013	28%
Completion of Project	April 2013	10%

Price Schedule

Attachment 2

A cost sheet, following the format below shall be submitted with your proposal.

Component	Unit Price	Quantity	Total Price
Software license			
Software maintenance			
Implementation Services			
Conversion Services			
Training			
Total			

Attachment 3

SAMPLE GENERIC CONTRACT

STATE OF LOUISIANA
PARISH OF _____

File No. _____
(or solicitation #)

CONTRACT

Be it known, that effective upon approval by the Director of State Purchasing, as evidenced by the Director's signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein.)

CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

PAYMENT TERMS

The Contractor shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in this Contract.

LATE PAYMENTS

Interest due by the State Agency for late payments shall be in accordance with R.S. 39:1695 and 13:4202.

DELIVERABLES

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule...

TAXES

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

TERMINATION OF THIS CONTRACT FOR CAUSE

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

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

TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The State may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

OWNERSHIP

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

USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

This paragraph may only apply when software is involved.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance

and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Section(s) _____ of the RFP)*.

LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

SUBSTITUTION OF PERSONNEL

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

ASSIGNMENT

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

CODE OF ETHICS

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

CONFIDENTIALITY

The following provision will apply unless the state agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

SECURITY

Contractor's personnel will comply with all security regulations in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

TERM OF CONTRACT

This Contract is effective upon OSP approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract. The State has the option, upon acceptance by the Contractor, to extend for *<extension language as specified in the RFP>*.

COMMENCEMENT OF WORK

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated _____, and the Contractor's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT _____ on this ____ day of ____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____
Title: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this ____ day of ____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____
Title _____

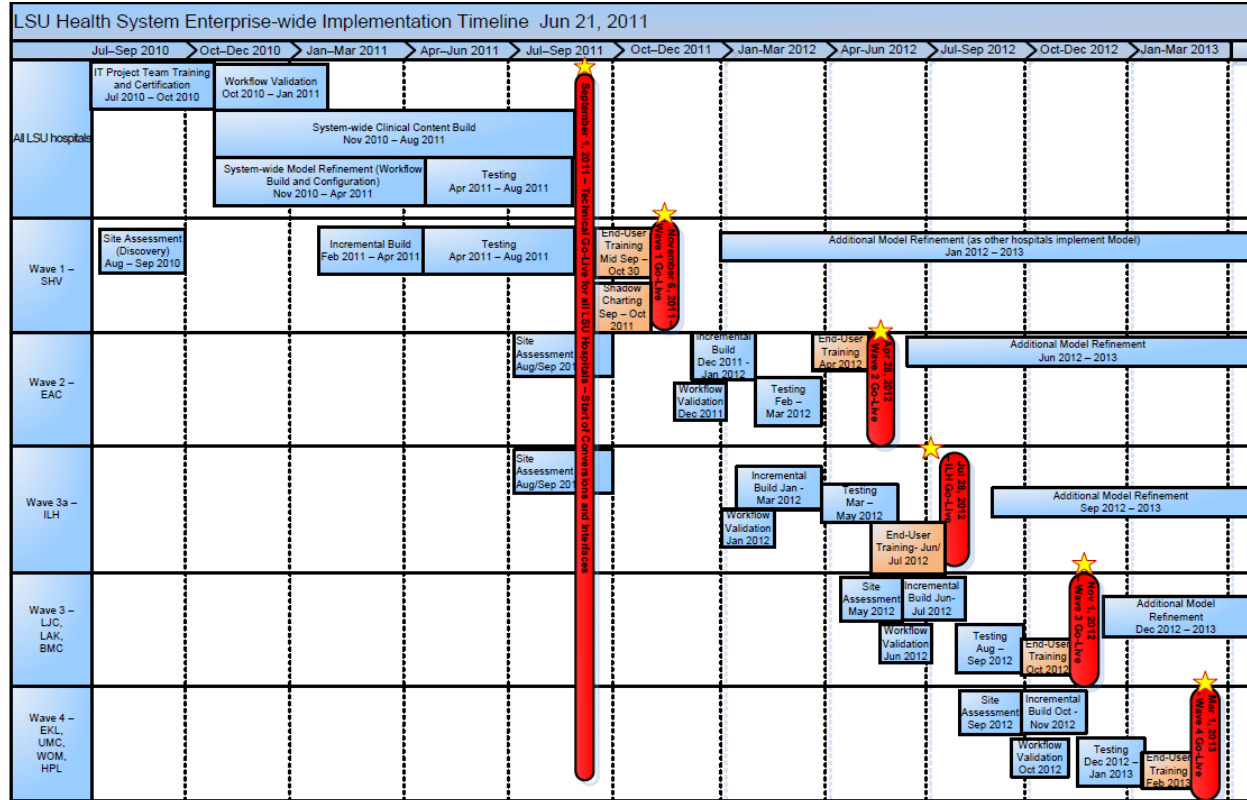
Phone No.: _____

Approved by:

Director of State Purchasing

Date: _____

Appendix A



Appendix B

Siemens Enterprise Document Imaging Inventory

Description	Number Doc.	Electronic/ Scanned	Type Document	File Format
1500 Edited	2	E	Encounter	TXT
1500 From Eprem	2	E	Encounter	TXT
1500 Scanned	1	S	Encounter	TIF
1500 SHS	29749	E	Encounter	TXT
Account History Report	7543842	E	Encounter	TXT
Adjustment Request and Approval	1491	S	Encounter	TIF
Advanced Beneficiary Not	67680	S	Med Rec	TIF
Advanced Directive	215821	S	Encounter	TIF
Alternate means of contact	511	E	Enrollee	TXT
Appeals For Denied Accounts	1684	S	Encounter	TIF
ATB-Summary Aging Fin Class	1	E		TXT
BANKRUPTCY DOCUMENTS	5244	S	Enrollee	TIF
Blue Cross Blue Shield EOB	104161	E	Encounter	TXT
Blue Cross Remit	2934	E	Dly Cash	TXT
Blue Cross Remit Paper	366	S	Dly Cash	TIF
Cash Balancing Documents	29687	S	Dly Cash	TIF
CASH JOURNAL POINT OF SERVICE	71445	S	Dly Cash	TIF
CASH RECEIPTS JOURNAL	679566	S	Dly Cash	TIF
Charge Master Maintenance	6639	E	Org	TXT
Charge Sheet	76613	S	Encounter	TIF
Cigna Pro Remit	1530	E	Dly Cash	TXT
Cigna Remit	3717	E	Dly Cash	TXT

Description	Number Doc.	Electronic/ Scanned	Type Document	File Format
Cigna Remit EOB	14203	E	Encounter	TXT
Collection Agency correspondence	31	S	Enrollee	TIF
Collection Agency Remit	2821	S	Dly Cash	TIF
COMMERCIAL PROFEE EOB	43775	S	Dly Cash	TIF
Consent Release Verification Form	2540120	S	Encounter	TIF
Contract Management Bill	117573		Encounter	TXT
Crime Victim Reparations	209	S	Encounter	TIF
CRNA Charge Sheet	3399	S	Encounter	TIF
Denial Letter	14904	S	Encounter	TIF
Detail Bill	4809889	E	Encounter	TXT
Doctor Order	469133	S	Encounter	TIF
Driver license	2	S	Enrollee	TIF
DRIVERS LICENSE OR ID	854875	S	Enrollee	TIF
Employee Injury-Accident Rpt	3605	S	Encounter	TIF
EOB SINGLE PATIENT	136300	S	Encounter	TXT
ER REPORT OR SUMMARY	8241	S	Encounter	TIF
Explanation of Benefits	396659	S	Dly Cash	TIF
Face Sheet	6151109	E	Encounter	TXT
Free Care Determination	644979	S	Enrollee	TIF
Free Care Drug Program	34869	S	Enrollee	TIF
Free Care Financial Documentation	4191491	S	Enrollee	TIF
FUTURE ORDERS LAB	119821	S	Med Rec	TIF
FUTURE ORDERS OTHER	41060	S	Med Rec	TIF
HDX Eligibility	4001700	E	Encounter	TXT

Description	Number Doc.	Electronic/ Scanned	Type Document	File Format
HIPAA Authorization Form	393136	S	Enrollee	TIF
Humana Pro Remit	126	E	Dly Cash	TXT
Humana Remit	1999	E	Dly Cash	TXT
Humana Remit EOB	17822	E	Encounter	TIF
Hysterectomy	1144	S	Encounter	TIF
IMPLANT INVOICE	86	S	Encounter	TIF
INPATIENT MAP APPLICATION QUESTIONNAIRE	64580	S	Encounter	TIF
INSURANCE CARD	366855	S	Enrollee	TIF
Insurance Card and PT ID	5	S	Enrollee	TIF
Insurance Verification - Scan	115023	S	Encounter	TIF
IP BALANCE FORWARD RPT	251	E	Encounter	TXT
Legal Documentation	63984	S	Enrollee	TIF
Lockbox 1371 - MCL	323	E	Dly Cash	PDF
Lockbox 13711 - MCL	314	E	Dly Cash	PDF
Lockbox 1372 - MCL Profee	46	E	Dly Cash	PDF
Lockbox 13721 - MCL Profee	63	E	Dly Cash	PDF
Lockbox 1436 - EKL	304	E	Dly Cash	PDF
Lockbox 14361 - EKL	268	E	Dly Cash	PDF
Lockbox 1451 - UMC	306	E	Dly Cash	PDF
Lockbox 14511 - UMC	302	E	Dly Cash	PDF
Lockbox 1459 - LJC	301	E	Dly Cash	PDF
Lockbox 14591-LJC	299	E	Dly Cash	PDF
Lockbox 1462 - LAK	300	E	Dly Cash	PDF
Lockbox 14621 - LAK	283	E	Dly Cash	PDF
Lockbox 1505 - BMC	303	E	Dly Cash	PDF
Lockbox 15051 - BMC	302	E	Dly Cash	PDF
Lockbox 1537 - LAK Profee	90	E	Dly Cash	PDF

Description	Number Doc.	Electronic/ Scanned	Type Document	File Format
Lockbox 15371 - LAK Profee	86	E	Dly Cash	PDF
Lockbox 1541 - UMC Profee	69	E	Dly Cash	PDF
Lockbox 15411 - UMC Profee	37	E	Dly Cash	PDF
Lockbox 1565 - WOM	285	E	Dly Cash	PDF
Lockbox 15651 - WOM	288	E	Dly Cash	PDF
Lockbox 1638 - WOM Profee	39	E	Dly Cash	PDF
Lockbox 16381 - WOM Profee	29	E	Dly Cash	PDF
Lockbox 1702 - EKL Profee	8	E	Dly Cash	PDF
Lockbox 17021 - EKL Profee	28	E	Dly Cash	PDF
Mail	52273	S	Encounter	TIF
MASTER CHANGE FORM	28102	S	Med Rec	TIF
Medicaid Documents	41776	S	Encounter	TIF
MEDICAID PROFEE RA	57314	S	Dly Cash	Encounter TIF
Medicaid Remit	3303	E	Dly Cash	TXT
Medicaid Remit EOB	1620741	E	Encounter	TXT
Medicaid Remit Paper	387849	S	Dly Cash	TIF
MEDICARE CREDIT BAL RPT	2	S	NA	TIF
Medicare Documents	21176	S	Encounter	TIF
MEDICARE IMPORTANT MSG	29958	S	Encounter	TIF
MEDICARE PROFEE RA	13341	S	Dly Cash	Encounter TIF
Medicare Remit	3480	E	Dly Cash	TXT
Medicare Remit EOB	804087	E	Encounter	TXT
Medicare Remit Paper	17766	S	Dly Cash	TIF
Medicare Secondary Payer	1	E	Encounter	TXT

Description	Number Doc.	Electronic/ Scanned	Type Document	File Format
MSP Questionnaire	1046086	E	Encounter	TXT
OTHER PROFESSIONAL PAYMENTS	4489	S	Dly Cash	TIF
OUTSIDE ATTORNEY RA	1306	S	Dly Cash	TIF
PATIENT BILL OF RIGHTS	195618	S	Encounter	TIF
Patient Payment	164961	S	Encounter	TIF
Patient Payment	64018	E	Encounter	TXT
Patient Payment Journal at facility	12097	E	Dly Cash	TXT
Patient Payment Journal at facility	22260	S	Dly Cash	TIF
Precert Authorization Documentation	22074	S	Med Rec	TIF
PROMPT PAY	90345	S	Encounter	TIF
Referral Form	163783	S	Med Rec	TIF
Referral Form TO Outside Physician	15092	S	Med Rec	TIF
REFUND REQUEST	35098	S	Encounter	TIF
Release form for equipment loaned to patients	204	S	Med Rec	TIF
Retail Pharmacy Documents	19	S	Enrollee	TIF
Specialty Clinic Referral	972	S	Med Rec	TIF
Sterilization Form	1682	S	Encounter	TIF
TPL Copy Service Payments	3745	S	Dly Cash	TIF
UB-04 SHS	5557133	E	Encounter	TXT
UB04 Released	723511	E	Encounter	TXT
UB92 FROM NDC	1720	E	Encounter	TXT
UB92 Scanned	7	E	Encounter	TXT
UB92 SHS	1628871	E	Encounter	TXT
United Healthcare Pro Remit	563	E	Dly Cash	TXT

Description	Number Doc.	Electronic/ Scanned	Type Document	File Format
United Healthcare Remit	1716	E	Dly Cash	TXT
United Healthcare Remit EOB	15509	E	Encounter	TXT
Workers Comp Forms or Letters	3486	S	Enrollee	TIF
<i>Total</i>	<i>47,346,201</i>			

LaserFiche Enterprise Document Imaging Inventory

(Individual document counts not available)

a. Registration / Admitting Documents:

- i. Medicaid Eligibility Sheet (per registration)
- ii. Name Change Documentation
- iii. Referrals
- iv. Income Verification
- v. Miscellaneous registration documentation
- vi. Payment Receipts

b. Patient Accounting Documents:

- i. Explanation of Benefits (EOB)
- ii. Authorizations
- iii. Insurance Correspondence

c. Human Resources Documents:

- i. Employee Clearance Forms
- ii. Benefit Information
- iii. Direct Deposit Authorizations
- iv. Personnel Action Forms
- v. Federal and state withholding forms
- vi. Savings Deferrals
- vii. Leave forms
- viii. And other Payroll related documents

d. Shared Billing Services Documents::

- i. Cash
- ii. Electronic Wires; Medicare, Medicaid, Group Benefits, BlueCrossBlue Shield/supporting documentation for posting
- iii. CRVS-(documentation showing that money was previously deposited for posting)
- iv. Commercial and Personal Payments received by mail
- v. Claims
- vi. Zero payments
- vii. Requests for Medical Records Release of Information

Total number of LaserFiche Documents: 2,147,918

Grand Total of documents in both Document Management Systems (as of 1/24/2011): 49, 494,119

Appendix C

BUSINESS ASSOCIATE AGREEMENT

On this _____ day of _____, 200__, the undersigned, **LSUHSC-S** ("Covered Entity") and _____ ("Business Associate") have entered into this "Business Associate Agreement" ("Agreement") for the purposes herein set forth.

1. Business Associate Relationship

- (a) Covered Entity and Business Associate are parties to a Contract (the "Contract"), and, in connection with that Contract, Covered Entity may disclose to Business Associate certain information ("Protected Health Information" as further defined below) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended from time to time, and pursuant to the provisions of HIPAA ("HIPAA Regulations"), Business Associate must, as a condition of doing business with Covered Entity, agree in writing to certain mandatory provisions regarding, among other things, the use and disclosure of Protected Health Information (herein "PHI").
- (b) Covered Entity is bound by the regulations implementing the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("HIPAA"), 45 C.F.R. Parts 160 and 164 ("the Privacy Rule"). The intent and purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. § 164.502(e) and 164.504(e).
- (c) In the performance of this Agreement, Business Associate is performing functions on behalf of Covered Entity, which meet the definition of "Business Associate Activities" in 45 C.F.R. § 160.103, and therefore Business Associate is a "Business Associate" of Covered Entity.
- (d) In order for Business Associate to perform its obligations under the Contract, Covered Entity must disclose to Business Associate certain Protected Health Information (as defined in 45 C.F. R. §164.501) that is subject to protection under HIPAA and the Privacy Rule.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and in furtherance of the mutual intent of the parties to comply with the requirements of the Privacy Rule, the parties agree as follows:

2. Definitions

- (a) Protected Health Information. "Protected Health Information" shall have the meaning found in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. "Protected Health Information" may also be referred to as "PHI".
- (b) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Terms used in this Agreement, but not otherwise defined herein, shall have the same meaning as in the Privacy Rule.

3. Obligations and Activities of Business Associate

- (a) Business Associate agrees not to use or otherwise disclose PHI (as defined in 45 CFR § 164.504) it receives from Covered Entity for any purpose other than for the purpose(s) stated in this Agreement.
- (b) Business Associate agrees to implement and maintain, and by this Agreement warrants that it has implemented such safeguards as are necessary to ensure that the PHI disclosed by Covered Entity to Business Associate is not used or disclosed by Business Associate, except as provided in the Contract.
- (c) Business Associate agrees to mitigate, to the extent practicable and unless otherwise requested by Covered Entity in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI in violation of this Agreement.
- (d) Business Associate agrees to promptly report to Covered Entity any use or disclosure of the PHI of which Business Associate becomes aware that is not provided for or permitted in the Contract. Business Associate shall permit Covered Entity to investigate any such report and to examine Business Associate's premises, records and practices.
- (e) If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree to the same restrictions and conditions that apply to the Business Associate under this Agreement. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, and in a prompt and timely manner, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements of 45 C.F.R. § 164.524.
- (g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual.
- (h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a prompt and timely manner or as designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond timely to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

- (j) Business Associate agrees that, in requesting PHI from Covered Entity, and in using or disclosing PHI to others, only the Minimum Necessary information shall be requested, used or disclosed.

4. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise prohibited by law or limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity or the Privacy Rule, including, but not limited to the following:
 - (1) Use or disclose PHI for proper management and administration or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Entities to which Business Associate discloses PHI for the purpose of management and administration of the Business Associate shall be deemed "agents" or "subcontractors" of Business Associate, within the meaning of Section 3(e) of this Agreement.
 - (2) Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e) (2) (i) (B).

5. Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Business Associate acknowledges that it has received a copy of Covered Entity's Notice of Privacy Practices, and agrees to comply with all limitations on use and disclosure of PHI contained therein.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any changes in Covered Entity's Notice of Privacy Practices.

6. Term and Termination of Agreement

- (a) Term. The Term of this Agreement shall be effective as of the date of execution by the last party executing same, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections

are extended to such information, in accordance with the termination provisions in this Section.

- (b) Termination for Cause. Notwithstanding any other provisions of this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this Agreement, Covered Entity shall either:

- (1) Provide an opportunity for Business Associate to cure the breach. Covered Entity may terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (3) If neither termination nor cure is feasible in the sole discretion of Covered Entity, Covered Entity shall report the violation to the Secretary.

- (c) Effect of Termination.

- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain copies of any PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.
- (2) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall notify Covered Entity of this determination and its reasons. If Covered Entity agrees that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures, for so long as Business Associate maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous

- (a) Regulatory References. Any reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Formal Amendment and Deemed Amendment. The Parties agree to take such action as is necessary to formally amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191. Regardless of the execution of a formal amendment of this Agreement, the Agreement shall be deemed amended to permit the Covered Entity to comply with HIPAA and the Privacy Rule, as the same may be hereafter amended or interpreted.
- (c) Survival. The respective rights and obligations of Business Associate under Section 6 (c) of this Agreement entitled "Effect of Termination" shall survive the termination of this Agreement and/or the Contract.

- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- (e) Material Breach of Agreement as Breach of Contract. Any material breach of this Agreement by Business Associate shall constitute a material breach of the Contract, and shall entitle Covered Entity to any of the remedies provided in the Contract, in addition to the remedies provided herein.
- (f) Provisions of Agreement to Control. In the event of any conflict between the provisions of this Agreement and any of the other provisions of the Contract, the provisions of this Agreement shall control.
- (g) Ownership of PHI. The PHI to which Business Associate, or any agent or subcontractor of Business Associate has access under this Agreement and/or the Contract shall be and remain the property of Covered Entity.
- (h) Indemnification and Contribution. Each party to this Agreement shall indemnify and hold the other harmless from any and all claims, liability, damages, costs and expenses, including attorney's fees and costs of defense and attorney's fees, resulting from the action or omission of the other party. In the event that any liability, damages, costs and expenses arise as a result of the actions or omissions of both parties, each party shall bear such proportion of such liability, damages, costs and expenses as are attributable to the acts or omissions of such party.
- (i) Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the inappropriate use or disclosure of PHI directly or indirectly by Business Associate, or any agent or subcontractor of Business Associate, if awarded by a court of competent jurisdiction.
- (j) Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or in connection with any of its provisions, the prevailing party shall be entitled to an award for the attorney's fees and costs incurred therein in addition to any other right of recovery.
- (k) Severability. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal, invalid or unenforceable, there will be substituted in lieu thereof a provision as similar in terms to such provision as is possible which is legal, valid and enforceable.
- (l) Waiver of Provisions. Failure by either party at any time to enforce or require the strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms or conditions or modify such provision or in any manner render it unenforceable as to any other time or as to any other occurrence. Any specific waiver by either party of any of the terms and conditions of this Agreement shall be considered a one-time event and shall not constitute a continuing waiver. Neither a waiver nor any failure to enforce shall in any way affect or impair the terms or conditions of this Agreement or the right of either party to avail itself of its remedies.

- (m) Choice of Law. To the extent not preempted by HIPAA or the Privacy Rule, the Laws of the State of Louisiana shall govern this Agreement.
- (n) Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and will be deemed to have been given when actually delivered (by whatever means) to the party designated to receive such notice, or on the next business day following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by certified United States mail, postage and charges prepaid, directed to the addresses noted below, or to such other or additional address as any party might designate by written notice to the other party, whichever is earlier.

Notices required by this Agreement shall be sent as follows:

Covered Entity:

**LSU Health Sciences Center
ATTN: Compliance Department
1501 Kings Highway
Shreveport, LA 71103**

THUS DONE AND SIGNED on the date
first written above:

LSU Health Sciences Center:

Business Associate:

By: Jeff Hartgrove, C.P.M
Title: Director of Purchasing
And Materials Management

By:
Title: