

## REQUEST FOR PROPOSAL

### *Organizational Development and Management Consulting Services to Support Implementation of the Louisiana Emergency Response Network (LERN) Build-out Plan*



Louisiana Emergency Response Network (LERN)

*Release Date: January 13, 2009*

## **I. GENERAL INFORMATION**

### **A. Background**

The Louisiana Emergency Response Network (LERN) was created by the Louisiana Legislature (Act No. 248, Regular Session 2004) and charged with the responsibility of developing, implementing, and supporting a statewide system that provides access to care in a seamless, coordinated manner for trauma and time-sensitive injured patients based upon the participation of public and private pre-hospital, acute care, post-acute care, and rehabilitation programs located throughout Louisiana.

Further, the LERN Board must build this statewide trauma system in such a manner as to properly integrate its functions with local public health systems and the Louisiana Office of Homeland Security and Emergency Preparedness.

When fully developed and operational, LERN will be a state-of-the-art network of healthcare providers, protocols, and systems organized to address the daily demands of trauma care in Louisiana; deployed across planning regions called Commissions and ever ready to serve as a vital healthcare resource in the face of larger scale emergencies and natural disasters.

### **B. Purpose of RFP**

The purpose of this RFP is to solicit proposals from qualified proposers that provide management consulting services that include best practices research, organizational design and development, planning, project management, and facilitation/problem solving; and consultative service.

A contract is necessary to provide the LERN board and staff with the expertise required to research national best practices for development and initial implementation of a statewide/regional trauma network. The selected consultant will recommend implementation strategies and tactics guided by the results of its national best practices research and also provide Regional Commission and LERN board orientation training sessions on project development, regional planning and implementation strategies, how to develop program plans using the RACI concept, how to measure program/plan effectiveness. The selected consultant will also provide ongoing consulting services that support LERN board and staff efforts to implement the adopted LERN build out plan.

### **C. Invitation to Propose**

The Louisiana Emergency Response Network (LERN) is inviting qualified proposers to submit proposals to provide organizational development and management consulting services in support of the implementation of the Louisiana Emergency Response Network (LERN) build out plan, in accordance with the specifications and conditions set

forth herein.

**D. RFP Coordinator**

Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

Coletta Barrett  
Chairman, Board of Directors  
Louisiana Emergency Response Network  
8919 World Ministry Avenue  
Baton Rouge, La 70810  
Telephone Number (225) 763-5521 or (225) 765-8851  
Facsimile Number: (225) 765-8305  
Email: [Coletta.barrett@ololrmc.com](mailto:Coletta.barrett@ololrmc.com)

This RFP is available in pdf at the following weblink:  
<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25>

**E. Proposer Inquiries**

The LERN board will consider written inquiries regarding the RFP or Scope of Services before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted to the following web address  
<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> by the date specified in the Schedule of Events.

Action taken as a result of verbal discussion shall not be binding on the LERN Board. Only written communication and clarification from the RFP Coordinator shall be considered binding.

**F. Schedule of Events** (LERN reserves the right to deviate from this Schedule of Events)

| Schedule of Events                        | Tentative Schedule             |
|-------------------------------------------|--------------------------------|
| Public Notice of RFP                      | January 13, 2009               |
| Deadline for Receipt of Written Questions | 4:00pm CST<br>January 20, 2009 |
| Response to Written Questions             | February 03, 2009              |

|                                   |                   |
|-----------------------------------|-------------------|
|                                   |                   |
| Deadline for Receipt of Proposals | February 13, 2009 |
| Proposal Evaluation               | February 16, 2009 |
| Announcement of Contract Award    | February 19, 2009 |
| Contract Negotiation Begins       | February 20, 2008 |
| Contract Begins                   | March 01, 2009    |

**G. RFP Addenda**

In the event it becomes necessary to revise any portion of the RFP for any reason, the LERN Board shall post addenda, supplements, and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web address:

<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25>

## **II. Scope of Work**

### **A. Project Overview**

The result of this contract will be the initial and on-going implementation of the Louisiana Emergency Response Network (LERN) envisioned by act of the Louisiana Legislature in 2004 (Act 248) (attachment IV), guided by national best practices research and the adopted LERN build-out plan (attachment V ).

The contractor selected for this project will conduct national best practices research focused on trauma network implementation strategies. Contractor will also provide consulting and facilitation services in support of the LERN Board/staff efforts to implement the adopted LERN build-out plan.

### **B. Deliverables**

The services to be provided are described below.

#### **1. Deliverable #1 Report to LERN Board of Directors by March 15, 2009 Report of Findings and Recommendations: National Best Practices Research on Initial Implementation of Statewide/Regional Trauma Networks**

Contractor will develop a research plan to identify and analyze national best practices for the initial implementation of statewide and regional trauma networks. The research plan will be presented to the LERN board for review and final approval. Given plan approval from the LERN board, contractor will execute the research plan. At a minimum, the research plan must include the following elements:

- Specific research goals.
- Well-defined research methodology including descriptions of key processes and activities that will be utilized to identify, gather, and analyze “national best practice” material.
- Written report of research findings and recommendations for implementation of the adopted LERN build-out plan.
- Summary presentation of the final report to the LERN board supported by a PowerPoint slideshow.
- Timeline for completion of each of the key activities included in the approved research plan.

#### **2. Deliverable #2 Management Consulting Support for Initial and On-Going Implementation of the Louisiana Emergency Response Network (LERN) Envisioned by Act of the**

## **Louisiana Legislature in 2004 (Act 248), Guided by National Best Practices Research and the Adopted LERN Build-out Plan**

The contractor will provide on-going organizational development and management consulting services in support of the LERN board and staff leadership (Executive Director and Medical Director) to facilitate initial implementation of the LERN build-out plan. Total consulting hours for this deliverable shall not exceed 500 hours per year. Total administrative support staff hours for this deliverable shall not exceed 150 hours per year. Scope of consulting services will include, but not be limited to, the following:

- Design and maintain project management tools to support effective implementation management of the LERN build-out plan.
- Facilitate and document LERN board and/or staff action planning sessions to support effective implementation of the LERN build-out plan. Provide meeting facilities, audiovisual equipment, and materials as needed for action planning sessions.
- Develop and present to the LERN Board monthly progress reports on implementation of the LERN build-out plan.
- Organizational development/management consultations in support the building of LERN's initial organizational staffing and operational structures.

### **C. Technical Requirements**

The Contractor must maintain hardware and software compatible with current DHH/LERN requirements which are:

IBM compatible PC with a Pentium 4, Celeron or Equivalent Processor

1 Gig of RAM memory

25 MB free hard drive space (suggest 80 Gig hard drive for the system)

Color Monitor

Printer compatible with hardware and software required

DSL or Cable Modem Connection (min 512 up and 1.5 down)

CD ROM

Windows XP, SP2 or later version of operating system (minimum)

An Internet account with nationwide E-mail and Web-browser software

Microsoft Office

Appropriate Firewalls for confidentiality of information transmitted over the internet

### **D. Subcontracting**

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the LERN Board of Directors. The contractor shall not substitute any subcontractor

without the prior written approval of the Department. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrates that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

- The subcontractor(s) will provide a written commitment to accept all contract provisions.
- The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

#### **E. INSURANCE REQUIREMENTS**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

##### **Contractor's Insurance**

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the LERN Board of Directors for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the LERN Board of Directors before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the LERN Board of Directors and consented to in writing and the policies shall so provide.

##### **Compensation Insurance**

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

##### **Commercial General Liability Insurance**

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any

subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the Department. Such insurance shall name the LERN Board of Directors as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

#### **Insurance Covering Special Hazards**

Special hazards as determined by the LERN Board of Directors shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

#### **Licensed and Non-Licensed Motor Vehicles**

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

#### **Subcontractor's Insurance**

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

#### **F. Resources Available to Contractor**

The Louisiana Emergency Response Network (LERN) will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities, and problems identified.

#### **G. Contact Personnel:**

All work will be performed under the direct supervision of:

*Coletta C. Barrett*  
*Board of Directors Chairman*

*Louisiana Emergency Response Network*  
Phone: 225- 765-8851  
Email: Coletta.barrett@ololrmc.com

#### **H. Term of Contract**

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of 12 months. The LERN Board reserves the right to renew or extend the contract with the same rates and conditions; however, under no circumstances shall the maximum contract period exceed 36 months. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

#### **I. Payment**

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of Coletta C. Barrett

### **III. PROPOSALS**

#### **A. GENERAL INFORMATION**

This section outlines the provisions which govern determination of compliance of each Proposer's response to the RFP. The LERN Board of Directors shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the firm's proposal by the Department.

Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.

#### **B. PROCUREMENT LIBRARY/RESOURCES AVAILABLE TO PROPOSER**

The LERN Board of Directors approved a Build Out Plan on October 2, 2008. This document along with current LERN Legislation and previous Annual Reports produced by LERN will assist the proposer with development of a proposal. (See Attachments IV and V)

#### **C. PROPOSAL SUBMISSION**

All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.

Proposer will submit one (1) original and should submit 10 copies of proposal. Proposals must be submitted in hard copy form, no facsimile or emailed proposals will be accepted.

Proposals must be submitted via mail or hand delivered to:

Coletta Barrett\iop\op  
Chairman of the Board, Louisiana Emergency Response Network  
Louisiana Emergency Response Network  
8919 World Ministry Avenue  
Baton Rouge, La 70810

- C. Proposal Cost** – The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price.

**D. Ownership of Proposal** – All proposals become the property of the LERN Board and will not be returned to the proposer. The LERN Board retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

**E. Certification Statement**

The proposer must sign and submit the attached Certification Statement.

**F. Proposal Submission**

This section outlines proposal provisions that determine compliance of each Proposer's response to the RFP. Failure to comply with any mandatory requirement shall result in the rejection of the proposal. The agency shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and must include a breakdown of proposed costs. It should also include information that will assist the LERN Board of Directors in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.

1. An Item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.
3. Requested Proposal Outline
  - a. Introduction
  - b. Understanding of Project Scope
  - c. Work Plan
  - d. Relevant Corporate Experience
  - e. Corporate Financial Condition
  - f. Personnel Qualifications
  - g. Cost and Pricing Analysis
  - h. Administrative Data
  - i. Assignments
  - j. Additional Information
  - k. Warranty Against Cost Disclosure and Broker Fees
  - l. Location of Active Office with Full Time Personnel
4. Content of Proposal Outline Listed Above
  - a. Introduction

The introductory section should contain summary information about the proposer's organization and its ability to satisfy provisions of the Request for Proposal. This section should also include an organizational chart displaying the proposer's overall structure.

**b. Understanding of Project Scope, Needs, and Objectives**

This section should state proposer's knowledge and understanding of the needs and objectives of the Louisiana Emergency Response Network (LERN) as related to the scope of this RFP. The proposer should relate this knowledge and understanding to the overall scope of services as requested in this RFP.

The practicality of the execution of each stage of the project will be examined. The proposer should provide a detailed breakdown of how the requested services will be provided. The rationale and methodology for achieving objectives will be considered as well as the Proposer's organizational approach to the project. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements.

**c. Work Plan/Project Execution**

The Proposer should state the approach it intends to use to achieve each objective of the project including major activities and methodologies utilized for each work statement, as well as LERN Board involvement. The Proposal should state how each objective of the project will be accomplished.

This section should address the project work plan and provide a work schedule for each phase of the project. The work plan should be presented as follows:

1. Provide a written discussion of the work plan addressing process flow, time frames for each component; how findings will be addressed in the process; and the ability to maintain the work plan schedule (i.e. drawing on firm resources, training, etc.).
2. Provide a strategic overview including all elements to be provided.
3. Breakdown into logical tasks and time frames all work to be performed.
4. Identify critical tasks;
5. Estimate time involved in completion of tasks;
6. Identify all assumptions or constraints on tasks;
7. Refer to specific documents and reports that are to be produced as a result of completing tasks.
8. Contain a summary, at the activity level, to show completion schedules relative to deliverables.
9. Include charts and graphs which reflect the work plan in detail.
10. Describe the approach to Project Management and Quality Assurance.
11. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
12. If the proposer intends to subcontract for portions of the work, the proposer

should include specific designations of the tasks to be performed by the subcontractor.

13. Document procedures to protect the confidentiality of records in LERN databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

**d. Relevant Corporate Experience**

The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. In particular, the proposer should demonstrate experience with the delivery of organizational development and management consulting services in support of the implementation of governmental entity strategic goals, plans, or programs on a statewide or regional scale. The proposer should have, within the last 36 months, completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 36 months. References should include the name and telephone number of each contact person.

In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

**e. Corporate Financial Condition**

The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis.

Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the LERN Board of Directors the proposer's financial resources sufficient to conduct the project.

**f. Personnel Qualifications**

This section should include the key factors which the Proposer understands shall be considered in the staffing and management of the project.

The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The

experience of proposer's personnel in implementing similar services to those to be provided under this RFP will also be evaluated. Proposer should also include a statement of its ability to commit full time key personnel for the full term of the contract and its plan for doing so. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks, allocation of staff, professional skill mix, and level of involvement of personnel. Personnel should be identified, and should be the individuals who will work directly on the project. Percentage of time, work-hours committed or other identification of the proposed level of effort should be submitted.

Job descriptions for all staff should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Proposers should also state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties as well as indication of full- or part-time participation should be included. The organizational chart should show lines of responsibility and authority. The proposer should clearly show how the organizational structure is designed to carry out the responsibilities within each of the major components.

Key personnel should be designated as such in the proposal, and résumés of all known personnel should be included. Resumes of key personnel proposed should include, but not be limited to:

1. Experience with proposer,
2. Previous experience in projects of similar scope and size.
3. Where personnel have previously worked as a team on similar projects, résumé data should include responsibility and position within the team.
4. Educational background, certifications, licenses, special skills, etc.

If subcontractor personnel will be used, the proposer should clearly identify these persons and provide the same information requested for the proposer's personnel.

**g. Cost and Pricing Analysis**

Proposer must specify costs for performance of tasks and methodologies of payment. Proposal must include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs must be included in the proposal. The itemized cost breakdown must include, at the minimum, the cost for the following:

1. A lump sum amount for Deliverable #1 as described in this RFP document. The lump sum must encompass all services and direct

2. An hourly rate for up to 500 hours of consultant time to execute Deliverable #2 as described in this RFP document.
3. An hourly rate for up to 150 hours of administrative support staff time to execute Deliverable #2 as described in this RFP document.
4. A not-to-exceed budget for direct expenses incurred by contractor to execute Deliverable #2 as described in this RFP document. This means a ceiling amount that the contractor could use for direct expenses related to deliverable #2

#### **h. Administrative Data**

The proposal should include the following administrative data:

1. Name and address of principal officer;
2. Name and address for purpose of issuing checks and/or drafts;
3. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
4. If out-of-state Proposer, give name and address of local representative; if none, so state;
5. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
6. If the proposer was engaged by LERN within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
7. Proposer's state and federal tax identification numbers.

The following mandatory administrative data may also be included in this section:

##### **Mandatory Administrative Data**

1. Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
2. Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date
3. Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.

#### **i. Assignments**

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

**j. Additional Information**

Proposers may be required by the LERN Board to provide additional information or clarification concerning proposals.

**k. Warranties**

The following 2 items should be included in the proposal:

**Warranty Against Cost Disclosure:** The proposer should warrant that it has not discussed or disclosed price or cost data with the LERN Board prior to the opening of the proposal and that all price and/or cost data have been arrived at independently without consultation, communication or agreement with any competitor.

**Warranty Against Broker's Fees:** The proposer should warrant that it has not employed any company or person other than a bona fide employee working solely for the proposer or a company regularly employed as its marketing agent to solicit or secure the contract and should also warrant that it has not paid or agreed to pay any company or person other than the bona fide employee working solely for the proposer as its marketing agent any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the contract

**l. Location of Active Office with Full Time Personnel**

Include all office locations (address) with full time personnel.

**G. Criteria For Evaluation**

1. Evaluations will be conducted by a Proposal Review Committee.
2. Scoring will be based on a possible total of 100 points. Each evaluator will score each proposal and the proposal with the highest combined total score will be recommended for award.
3. Cost Evaluation:
  1. The proposer with the lowest total cost shall receive 15 points. Other proposers shall receive points for cost based upon the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 15$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all Proposers

PC = Individual Proposal Cost

Additionally, a maximum of 10 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate budget detail, and justification that all cost is consistent with the purpose, objectives,

and deliverables of the RFP.

4. The following criteria will be used to evaluate proposals.

Evaluation Criteria

The criteria and assigned weights are:

| <b>Evaluation Criteria</b>                  | <b>Point Total</b> |
|---------------------------------------------|--------------------|
| Introduction/Understanding of Scope of Work | 10                 |
| Work Plan                                   | 25                 |
| Corporate Experience/Financial Condition    | 15                 |
| Qualifications of Personnel                 | 25                 |
| Cost                                        | 25                 |
| <b>Total Points</b>                         | <b>100</b>         |

**H. ANNOUNCEMENT OF AWARD**

The LERN Board of Directors will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Board. All proposers will be notified of the contract award. The LERN Board of Directors will notify the successful proposer and proceed to negotiate contract terms.

#### IV. OTHER LOGISTICS

1. Contact After Solicitation Deadline - After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and LERN until the award is made.
2. Rejection and Cancellation - Issuance of this solicitation does not constitute a commitment by LERN to award a contract or contracts. The LERN Board of Directors reserves the right to reject any or all proposals received in response to this solicitation.
3. Completeness of Information – Failure to furnish mandatory information specifically required in this solicitation shall disqualify a proposal.
4. Proprietary Information - Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44:1-44, and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
5. Award Without Discussion - The Chairman of the Board of LERN reserves the right to make an award without presentations by proposers or further discussion of proposals received.
6. Performance Bond-For all contractors (for profit or not for profit) awarded contracts through the RFP; the LERN Board of Directors shall require the contractor, within 10 days of signing the contract, to procure, submit, and maintain a Performance Bond in the amount of 10% of the annual contract amount, or in lieu of a Performance Bond, the Contractor may submit an irrevocable letter of credit for 10% of the annual contract amount. The letter of credit must provide that the LERN Board of Directors can access the credit upon breach of contract by the contractor.  
OR  
Retainage-As an alternative to a performance bond or letter of credit requirement above, the Department, at the request of the contractor and acceptance by the Department, may secure a retainage of 10% from all billings under the contract as surety for performance.

## **V. CONTRACTUAL TERMS**

- A.** The contract between the LERN Board and the Contractor shall include the standard contract form including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached contract contains basic information and general terms and conditions of the contract to be awarded.
- B.** Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of LERN and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached contract.
- C.** In addition, to terms of the contract and supplements, the following will be incorporated into the contract awarded through this RFP:
  - 1. **Personnel Assignments:** The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
  - 2. **Force Majeure:** The contractor and the LERN Board of Directors are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
  - 3. **Order of Precedence:** The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
  - 4. **Entire Agreement:** This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect o the subject matter.
  - 5. **Board Resolution/Signature Authority:** The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
  - 6. **Warranty to Comply with State and Federal Regulations:** The contractor shall warrant that it shall comply with all state and federal regulations as they exist

- at the time of the contract or as subsequently amended.
7. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the LERN Board of Directors promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
  8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
    - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
    - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
    - c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I: Certification Statement
- II: Standard Contract Form
- III: HIPAA
- IV. Act 248 of the Louisiana Legislature
- V. LERN Build Out Plan

**CERTIFICATION STATEMENT****ATTACHMENT I**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The LERN Board requests that the proposer designate one person to receive all documents. Identify the Contact name and fill in the information below:

|                           |  |
|---------------------------|--|
| Date                      |  |
| Official Contact Name     |  |
| Email Address             |  |
| Fax Number with Area Code |  |
| Telephone Number          |  |
| Street Address            |  |
| City, State, and Zip      |  |

Proposer certifies that the above information is true and grants permission to the LERN Board to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

## STATE OF LOUISIANA

### CONTRACT

Be it known, that on this *(Date)* day of *(month)*, 20 *(year)*, 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 Services

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. must include a description of the specific goals and objectives, deliverables, performance measures, and a monitoring plan.)*

### Payment Terms

In consideration of the services described above, state hereby agrees to pay the Contractor a maximum fee of \$\_\_\_\_\_.

Payment will be made only on approval of *(Name of authorized person)*.

If progress and/or completion to the reasonable satisfaction of the agency is obtained, payments are scheduled as follows:

*(include payment terms here)*

### Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number \_\_\_\_\_.

### Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that 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 either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then 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 for Convenience**

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

### **Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. 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.

### **Nonassignability**

No contractor shall 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.

### **Auditors**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

### **Term of Contract**

This contract shall begin on *(beginning date)* and shall terminate on *(ending date)*.

### **Fiscal Funding**

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 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.

### **Discrimination Clause**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, 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, sexual orientation, 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.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of *(enter date)*.

WITNESSES SIGNATURES:

LERN

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: LERN Board Chair

WITNESSES SIGNATURES:

CONTRACTOR SIGNATURE:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

(Rev. 1/04)

**HIPAA Business Associate Addendum:**

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment \_\_ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The LERN Board of Directors, ("LERN"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "Protected health information" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which LERN believes could be used to identify the individual.  
     "Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.  
     "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of LERN, as contractor either: (A) performs certain functions on behalf of or for LERN involving the use or disclosure of protected individually identifiable health information by LERN to contractor, or the creation or receipt of PHI by contractor on behalf of LERN; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for LERN involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of LERN, whichever occurs first, contractor will return or destroy (at the option of LERN) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of LERN agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for LERN to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LERN within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to LERN upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to LERN upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received

from or created or received by contractor on behalf of LERN available to the Secretary of the U. S. DHHS for purposes of determining LERN's compliance with the HIPAA Privacy Rule.

13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on LERN's behalf, Contractor shall, no later than April 20, 2005:

(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LERN;

(B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

(C) Report to LERN any security incident of which it becomes aware.

14. Contractor agrees to indemnify and hold LERN harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

15. Notwithstanding any other provision of the contract, LERN shall have the right to terminate the contract immediately if LERN determines that contractor has violated any material term of this Addendum.

**R.S. CHAPTER 34. LOUISIANA EMERGENCY RESPONSE NETWORK (LERN)****§2841. Legislative purpose**

The legislature declares that in order to safeguard the public health, safety, and welfare of the people of this state against unnecessary trauma and time-sensitive related deaths and incidents of morbidity due to trauma, a comprehensive, coordinated statewide system for access to regional trauma-patient care throughout the state be established. This system shall be compatible and interfaced with the Governor's Office of Homeland Security and Emergency Preparedness.

Acts 2004, No. 248, §1, eff. June 15, 2004; Acts 2006, 1<sup>st</sup> Ex. Sess., No. 35, §4, eff. March 1, 2006; Acts 2006, No. 442, §3, eff. June 15, 2006.

**§2842. Definitions**

As used in this Chapter the following terms shall have the following meanings:

(1) "Board" means the Louisiana Emergency Response Network Board.

(2) "Department" means the Department of Health and Hospitals.

(3) "Louisiana Emergency Response Network" (LERN) means the statewide system of regional trauma-patient care that is an organized, seamless, coordinated effort among each component of care including pre-hospital, acute care, post-acute care, rehabilitation, and injury prevention in a defined geographic area which provides access to local health systems for time-sensitive patient care treatment and is integrated with local public health systems and the Governor's Office of Homeland Security and Emergency Preparedness.

(4) "Network" means the Louisiana Emergency Response Network.

Acts 2004, No. 248, §1, eff. June 15, 2004; Acts 2006, 1<sup>st</sup> Ex. Sess., No. 35, §4, eff. March 1, 2006; Acts 2006, No. 442, §3, eff. June 15, 2006.

**§2843. Louisiana Emergency Response Network; creation; domicile**

A. The Louisiana Emergency Response Network is hereby created as a network which, through its board, shall direct the efforts to decrease trauma-related deaths and incidents of morbidity and mortality due to trauma in Louisiana. By maximizing the integrated delivery of optimal resources for patients who ultimately need acute trauma care, the network shall address the daily demands of trauma care and form the basis for disaster preparedness. The resources required for each component of the system shall be clearly identified, deployed, and studied to ensure that all injured patients gain access to the appropriate level of care in a timely, coordinated, and cost-effective manner.

B. The domicile of the network shall be Baton Rouge, Louisiana.

Acts 2004, No. 248, §1, eff. June 15, 2004.

**§2844. Governing board; membership, appointment, terms, compensation, vacancies**

A. There is hereby established within the department the Louisiana Emergency Response Network Board.

B. The network shall be governed by a board of twenty-four members which shall include:

(1) One member from nominees submitted by the Louisiana Ambulance Association.

(2) One member from nominees submitted by the Rural Hospital Coalition to represent hospitals with fewer than sixty beds.

(3) One member from nominees submitted by the Metropolitan Hospital Council of New Orleans to represent hospitals with one hundred beds or more.

(4) One member from nominees submitted by the Louisiana Hospital Association to represent a service district hospital.

(5) Two members from nominees submitted by the Department of Health and Hospitals which shall include a member from the office of mental health.

(6) One member from nominees submitted by the Governor's Office of Homeland Security and Emergency Preparedness.

(7) Two members from nominees submitted by the Louisiana State Medical Society which shall include a member specializing in pediatric surgery.

(8) One member from nominees submitted by the Louisiana Medical Association.

(9) One member from nominees submitted by the Committee on Trauma or American College of Surgeons.

(10) One member from nominees submitted by the Louisiana American College of Emergency Physicians.

(11) One member from nominees submitted by the Louisiana State University Health Sciences Center at Shreveport.

(12) One member from nominees submitted by the Louisiana State University Health Sciences Center at New Orleans.

(13) One member from nominees submitted by Tulane University Health Sciences Center.

(14) One member from nominees submitted by the Louisiana State Coroners Association.

(15) Two members from the Louisiana House of Representatives.

(16) Two members from the Louisiana Senate.

(17) One 211 member of the Louisiana Alliance of Information and Referral Systems.

(18) One member of the Louisiana Rural Ambulance Alliance.

(19) One 911 member of the National Emergency Number Association.

(20) One member of the Louisiana Hospital Association rehabilitation constituency group.

C. (1) The members listed in Paragraphs (B)(1) through (14) and (17) through (20) of this Section shall be appointed by the governor from a list of qualified candidates nominated by the respective organizations.

(2) The organizations listed in Paragraphs (B)(1) through (14) and (17) through (20) of this Section shall each submit a list of at least four nominees for the respective board position to the governor.

(3) The members listed in Paragraphs (B)(15) and (16) of this Section shall be appointed by the speaker of the House of Representatives and the president of the Senate, respectively.

D. All members of the board shall serve terms of three years, except for initial terms beginning on the effective date of this Chapter, and determined by lot at the first meeting of the board as follows:

(1) Six shall serve until July 1, 2005.

(2) Seven shall serve until July 1, 2006.

(3) Seven shall serve until July 1, 2007.

E. The chairman shall be elected by the board for a term to be determined by the board and no member shall serve more than two consecutive terms as chairman.

F. Each appointment by the governor shall be subject to Senate confirmation.

G. Each board member shall serve without compensation. Legislators shall receive the same per diem and travel reimbursement for attending meetings of the board as is normally provided for members of the legislature. Nonlegislative board members may receive reimbursement for expenses in accordance with the guidelines of the entity they represent.

H. The board shall adopt rules and regulations to provide for the governance of the board. Such rules and regulations shall include but not be limited to:

(1) Procedures for the election of board officers, including terms of office and methods and grounds for removal.

(2) Procedures and grounds for the removal of any board member. Grounds for removal shall include conviction of a felony or may include failure to meet board attendance rules as provided by rule.

I. Procedures for filling a vacancy created by the removal, resignation, or death of any board member prior to the end of the board member's term shall follow those used for initial appointments.

J. The number of board members necessary to constitute a quorum for the transaction of business shall never be less than one third of the entire membership of the board. A majority vote of the board members constituting a quorum shall be necessary for any action taken by the board.

Acts 2004, No. 248, §1, eff. June 15, 2004; Acts 2006, 1<sup>st</sup> Ex. Sess., No. 35, §4, eff. March 1, 2006; Acts 2006, No. 442, §3, eff. June 15, 2006; Acts 2006, No. 426, §1.

#### §2845. Board; functions, powers, and duties

A. The board shall:

(1) Provide for the development, implementation, and support of a statewide system that provides access to care in a seamless, coordinated manner for trauma and time-sensitive injured patients based upon the participation of public and private pre-hospital, acute care, post-acute care, and rehabilitation programs located throughout Louisiana.

(2) Provide for implementation of a network and plan designed to achieve:

(a) A reduction of deaths and incidents of morbidity caused by trauma and time-sensitive illnesses.

(b) A reduction in the number and severity of disabilities caused by trauma.

(c) Measures to demonstrate a return on investment for the LERN system.

(d) Implementation of regional injury prevention programs.

(3)(a) Establish and appoint nine regional commissions that correspond with the nine administrative regions of the department. These regional commissions shall implement and manage each regional component of the network. The board shall promulgate rules and regulations to provide for the duties and responsibilities of the nine regional commissions.

(b) The membership of each commission shall consist of the following members including but not limited to:

(i) A representative from the Governor's Office of Homeland Security and Emergency Preparedness.

(ii) The Department of Health and Hospitals, office of public health regional medical director.

(iii) A representative of local ambulance services.

(iv) A representative of emergency medical response.

(v) A hospital chief executive officer or administrative representative from a hospital with less than sixty beds.

(vi) A hospital chief executive officer or administrative representative from a hospital with more than one hundred beds.

(vii) A hospital chief executive officer or an administrative representative from a service district hospital.

(viii) A representative of the local component society of the Louisiana State Medical Society.

(ix) A representative of the local chapter of the Louisiana Medical Association.

(x) A specialist from the American College of Emergency Physicians.

(xi) A specialist from the American College of Surgeons.

(xii) A representative from the Louisiana Chapter of the National Emergency Number Association.

(4)(a) Enter into interagency agreements with the department, the Governor's Office of Homeland Security and Emergency Preparedness, and such other entities, public or private, as may be necessary to assure continuity of care during emergencies.

(b) Agreements between the board and these entities shall provide for the protocols of mandatory data collection and shall include provisions regarding the specific data to be shared among the entities, the individual or individuals allowed by each party to have access to the other party's data, and the security arrangements between the parties to ensure the protection of the data from unauthorized access that would threaten the privacy of individuals and the confidentiality of the data.

(c) The parties shall not agree to share data pursuant to a specific agreement if any law would otherwise prohibit the sharing of such data by the parties.

(d) The parties shall protect all individually identifiable health information to the extent of their ability within the context of the mission of the Louisiana Emergency Response Network.

(5) Hold regular quarterly meetings and special meetings as necessary for the conduct of its business. Special meetings may be called upon forty-eight-hour notice by the chairperson, or in his absence, upon the written authorization of a majority of the members of the board.

B. In addition to its function as provided in Subsection A of this Section, the board shall have the following powers and duties:

(1) To enter into any contract related to its responsibilities in compliance with this Chapter and other state laws.

(2) To employ an executive director and necessary staff to oversee the operations of the network and to be responsible to the board for the administration and coordination of all aspects of the network.

(3) To standardize and review performance indicators that evaluate the quality of services delivered by the network and to ensure that improvement in the quality of services delivered is accomplished and documented.

(4) Shall apply for all available appropriate public and all available appropriate public\* and private federal grants, donations, or gifts of money or services from any available source.

C.(1) The board shall submit an annual written report to the Senate and House Committees on Health and Welfare at least thirty days prior to each regular session. The report shall include a summary of the data relevant to the goals set forth in Paragraph (A)(2) of this Section and all other information relevant to trauma-patient care and its delivery in Louisiana through the network.

(2) The board shall submit any additional reports or information to the secretary of the department upon request of the secretary and the Senate and House Committees on Health and Welfare upon request of the chairman of either committee.

D. The board may accept grants, donations, or gifts of money or services from public or private organizations or from any other sources to be utilized for the purposes of the board.

Acts 2004, No. 248, §1, eff. June 15, 2004; Acts 2006, 1<sup>st</sup> Ex. Sess., No. 35, §8, eff. March 1, 2006; Acts 2006, No. 442, §3, eff. June 15, 2006.

\*As appears in enrolled bill.

#### §2846. Rules and regulations; Department of Health and Hospitals

A. The board shall adopt and revise such rules and regulations as may be necessary to enable it to carry into effect the provisions of this Chapter. Such rules and regulations shall be promulgated in accordance with the Administrative Procedure Act.

B. The rules and regulations shall be submitted to the House and Senate Committees on Health and Welfare.

C. Upon request of the board, the department shall provide advice, information, and assistance to the board concerning rules to be promulgated by the board.

Acts 2004, No. 248, §1, eff. June 15, 2004.

# DRAFT

10.28.08

## **Build Out Plan 2008 – 2011**

A Summary Plan and Calendar  
Development and Implementation of LERN's Essential  
Components



*Creating quality access to trauma care for all of Louisiana*

### **What is LERN?**

Development of a Louisiana Emergency Response Network (LERN) was authorized by the Louisiana State Legislature.

...in order to safeguard the public health, safety, and welfare of the people of this state against unnecessary trauma and time-sensitive related deaths and incidents of morbidity due to trauma, **a comprehensive, coordinated statewide system for access to regional trauma-patient care throughout the State be established.**

The **Louisiana Emergency Response Network** is hereby created as a network which, through its board, shall direct the efforts to decrease trauma-related deaths and incidents of morbidity and mortality due to trauma in Louisiana by maximizing the integrated delivery of optimal resources for patients who ultimately need acute trauma care, the network shall address the daily demands of trauma care and form the basis for disaster preparedness.

The resources required for each component of the system shall be clearly identified, deployed, and studied to ensure that all injured patients gain access to the appropriate level of care in a timely, coordinated, and cost-effective manner.

Regular Session, 2004  
Act No. 248

## Message from the LERN Governing Board

The Louisiana Emergency Response Network Board is charged with the responsibility of developing, implementing, and supporting a statewide system that provides access to care in a seamless, coordinated manner for trauma and time-sensitive injured patients based upon the participation of public and private pre-hospital, acute care, post-acute care, and rehabilitation programs located throughout Louisiana.

Further, the LERN Board must build this statewide trauma system in such a manner as to properly integrate its functions with local public health systems and the Louisiana Office of Homeland Security and Emergency Preparedness.

When fully developed and operational, LERN will be a state-of-the-art network of healthcare providers, protocols, and systems organized to address the daily demands of trauma care in Louisiana; and ever ready to serve as a vital healthcare resource in the face of larger scale emergencies and natural disasters.

Building such a network is no small task.

These basic questions must be answered to fully understand the magnitude of effort, time, and resources required to build a fully operational Louisiana Emergency Response Network:

- 1. What are the essential organizational and operational components required to create a state-of-the-art trauma system for Louisiana?*
- 2. When do we complete initial development and begin implementation of each of the identified essential components?*

This build-out plan addresses both questions. It serves as a decision making guide for the LERN Board and as a measuring stick by which the Louisiana Legislature and Louisiana citizens can evaluate our progress.

**LERN Board Members:**

Christopher C. Baker, MD  
LSU Health Sciences Center-New Orleans  
Chairman, Department of Surgery

Coletta C. Barrett, RN, MHA  
Metropolitan Hospital Council  
Our Lady of the Lake Regional Medical Center  
Vice President, Mission

Honorable Regina Ashford Barrow  
Louisiana House of Representatives

Honorable Sherri Smith Cheek  
Louisiana State Senate

Mark Cooper, Director  
Governor's Office of Homeland Security and Emergency Preparedness

Honorable A.G. Crowe  
Louisiana State Senate

Jimmy Guidry, MD  
State Health Officer  
Department of Health and Hospitals

Ross Judice, MD  
Louisiana Ambulance Association  
Medical Director, Acadian Ambulance

Fred Martinez – Rural Hospital Coalition  
Chief Executive Officer  
St. Charles Parish Hospital

Norman E. McSwain, Jr., MD  
Tulane University Health Sciences Center  
Professor of Surgery

Jonathan Roberts, MD  
Louisiana Medical Association

Richard Turnage, MD  
LSU Health Sciences Center – Shreveport  
Chairman, Department of Surgery

Honorable Mack “Bodi” White, Jr.  
Louisiana House of Representatives

Michele M. Zembo, MD  
Louisiana State Medical Society  
Tulane University Health Sciences Center  
Professor of Orthopedic Surgery

## **LERN – Administrative and Clinical Components**

1. ***Authority, Leadership, and Financial Resources*** – Sufficient legal authority and financial resources enable the LERN board and staff, with input from the coalition of key trauma system stakeholders, to plan, develop, maintain, and evaluate Louisiana’s statewide trauma system.
2. ***Emergency Medical Services*** – The trauma system’s design and medical oversight functions are aligned and integrated with a statewide EMS system that includes communications, medical oversight, pre-hospital triage and transportation protocols that result in timely and safe delivery to trauma care.
3. ***Definitive Care Facilities*** – The trauma system utilizes an inclusive design whereby all acute health care facilities participate, to the extent that their resources and capabilities allow. Patient needs are matched to hospital resources and capabilities. Acute care facilities are well integrated into the continuum of care, including prevention and rehabilitation, and operate as part of a network of trauma-receiving hospitals.
4. ***Rehabilitation*** – The trauma system includes inpatient and outpatient rehabilitation services provided through acute care and rehabilitation centers.
5. ***Disaster Preparedness*** – The trauma system is integrated with, and complementary to, the State’s comprehensive mass casualty plans for natural and manmade incidents, including an all-hazards approach to planning and operations.
6. ***Trauma Management Information System*** – The trauma system includes a management information system designed to provide system-wide data that allow and facilitate evaluation of the structure, process, and outcomes of the entire trauma system; all phases of care (pre-hospital, hospital, and rehabilitation); and their interactions.
7. ***System-wide Quality Improvement and Performance Improvement*** – LERN provides for a multidisciplinary and multiagency approach to trauma system performance evaluation and improvement throughout the trauma care continuum.
8. ***Research*** – LERN encourages and facilitates trauma system research including trauma registry based and population-based research, and promotes multidisciplinary and multiagency partnerships for defining best practices in trauma care.
9. ***Injury Prevention and Outreach*** – LERN collaborates with business organizations, community groups, public service agencies, and the public to produce and implement statewide injury control/injury prevention programs based on epidemiologic data.

### 1. Authority, Leadership, and Financial Resources

*Sufficient legal authority and financial resources enable the LERN board and staff, with input from the coalition of key trauma system stakeholders, to plan, develop, maintain, and evaluate Louisiana's statewide trauma system.*

| <b>Ref.</b> | <b>Building Blocks</b>                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Accountability</b>                                                                                                          | <b>Status</b>                                                                                               |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1.1         | Establish legislative authority for a trauma lead agency to plan, develop, maintain, and evaluate the trauma system during all phases of care. This authority includes mandates for collaboration, coordination, and integration with other health care and community-based entities, namely, public health, EMS, disaster preparedness, emergency management, law enforcement, social services, and other community-based organizations. | <ul style="list-style-type: none"> <li>• Louisiana Legislature</li> </ul>                                                      | <ul style="list-style-type: none"> <li>• Complete</li> <li>• Regular Session, 2004</li> </ul>               |
| 1.2         | Design and develop a trauma system leadership infrastructure that includes lead agency staff and consultants, trauma center leaders, pre-hospital leaders, rehabilitation leaders, and other key stakeholders (medical, professional, governmental, and other citizen organizations). This infrastructure includes well defined roles for the LERN Executive Director and LERN Medical Director.                                          | <ul style="list-style-type: none"> <li>• LERN Board (Design the System Work Group)</li> </ul>                                  | <ul style="list-style-type: none"> <li>• In Progress</li> <li>• Completion Target Date – Q1 2009</li> </ul> |
| 1.3         | Form multidisciplinary state and regional advisory groups (LERN Regional Commissions) to coordinate trauma system planning and implementation efforts.                                                                                                                                                                                                                                                                                    | <ul style="list-style-type: none"> <li>• Louisiana Legislature</li> <li>• LERN Board (Design the System Work Group)</li> </ul> | <ul style="list-style-type: none"> <li>• Complete</li> <li>• Regular Session, 2004</li> </ul>               |
| 1.4         | Develop a trauma system plan (this Build Out Plan document) that is used to guide system development, implementation, and management.                                                                                                                                                                                                                                                                                                     | <ul style="list-style-type: none"> <li>• LERN Board (Design the System Work Group)</li> </ul>                                  | <ul style="list-style-type: none"> <li>• In Progress</li> <li>• Completion Target Date – Q1 2009</li> </ul> |
| 1.5         | Secure adequate financial resources for planning, implementation, and maintenance of the trauma system.                                                                                                                                                                                                                                                                                                                                   | <ul style="list-style-type: none"> <li>• LERN Board</li> <li>• LERN Executive Director</li> </ul>                              | <ul style="list-style-type: none"> <li>• In Progress</li> <li>• Completion Target Date – 2010</li> </ul>    |

#### Key Measures of Success:

- Enacted state level legislation that establishes the authority and scope of LERN.
- A full contingent of LERN Board members approved and seated in accordance with legislation.
- Nine fully staffed and functioning regional commissions that correspond with the nine administrative regions of DHH, established in accordance with legislation.
- A complete, board-approved, initial organizational structure/chart.

- A complete, board-approved, trauma system Build-out Plan.
- A sustainable funding source(s) adequate to support planned LERN operations.

## 2. Emergency Medical Services

*The trauma system's design and medical oversight functions are aligned and integrated with a statewide EMS system that includes communications, medical oversight, pre-hospital triage and transportation protocols that result in timely and safe delivery to trauma care.*

| <b>Ref.</b> | <b>Building Blocks</b>                                                                                                                                                                                                                                                                                                       | <b>Accountability</b>                                                                                                          | <b>Status</b>                                                                                               |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 2.1         | Establish a well-defined interface between trauma system medical oversight and the medical oversight of the overall EMS system (Bureau of EMS).                                                                                                                                                                              | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> </ul>                                                      | <ul style="list-style-type: none"> <li>• In Progress</li> <li>• Completion Target Date – Q2 2009</li> </ul> |
| 2.2         | Establish a well-defined interface between the trauma specialty physician leaders and the Bureau of EMS medical director.                                                                                                                                                                                                    | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> </ul>                                                      | <ul style="list-style-type: none"> <li>• In Progress</li> <li>• Completion Target Date – Q1 2009</li> </ul> |
| 2.3         | Establish clear-cut legal authority and responsibility for the Bureau of EMS medical director to adopt protocols, implement a performance improvement system, restrict the practice of pre-hospital care providers, and generally ensure medical appropriateness of the EMS system.                                          | <ul style="list-style-type: none"> <li>• Louisiana Legislature</li> <li>• LERN Board</li> <li>• Bureau of EMS</li> </ul>       | <ul style="list-style-type: none"> <li>• In Progress</li> <li>• Completion Target Date – 2010</li> </ul>    |
| 2.4         | Establish a well-defined role for the LERN Medical Director in the development, implementation, and ongoing evaluation of pre-hospital system dispatch protocols and patient care to ensure they are congruent with the trauma system design.                                                                                | <ul style="list-style-type: none"> <li>• LERN Board (Design the System Work Group)</li> <li>• LERN Medical Director</li> </ul> | <ul style="list-style-type: none"> <li>• In Progress</li> <li>• Completion Target Date – Q1 2009</li> </ul> |
| 2.5         | Establish and maintain system wide pre-hospital triage criteria to ensure that trauma patients are appropriately managed and transported to an appropriate facility based on their injuries. Ensure acceptable and system-defined rates of sensitivity and specificity for appropriately identifying a major trauma patient. | <ul style="list-style-type: none"> <li>• LERN Board (Design the System Work Group)</li> <li>• LERN Medical Director</li> </ul> | <ul style="list-style-type: none"> <li>• Complete</li> <li>• 2008</li> </ul>                                |
| 2.6         | Provide a universal access number for citizens to access the EMS/trauma system with dispatch of appropriate medical resources.                                                                                                                                                                                               | <ul style="list-style-type: none"> <li>• Louisiana Legislature</li> <li>• LERN Board</li> </ul>                                |                                                                                                             |

|      |                                                                                                                                                                                                                                                                                    |                                                                                                                                |                                                                                                                                                                                                            |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.7  | Develop a central communication system for the EMS/trauma system to ensure field-to-facility bidirectional communications, inter-facility dialogue, and all-hazards response communications among all system participants.                                                         | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN Call Center Staffing Contractor</li> </ul>      | <ul style="list-style-type: none"> <li>• In Progress</li> <li>• Regions 4, 5, 7 – Q3 2008</li> <li>• Regions 2, 6 – Q1 2009</li> <li>• Regions 8, 9 – Q2 2009</li> <li>• Regions 1, 3 – Q3 2009</li> </ul> |
| 2.8  | Conduct a statewide resource and needs assessment evaluating the availability and geographic distribution of EMS personnel and resources available to arrive at scene promptly and expeditiously transport the patient to the correct hospital by the correct transportation mode. | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN QI/PI Director</li> </ul>                       | <ul style="list-style-type: none"> <li>• Initiation Target Date-Q1 2009</li> <li>• Completion Target Date-Q1 2010</li> </ul>                                                                               |
| 2.9  | Set guidelines for pre-hospital personnel for initial and on-going trauma training (including protocols) and required trauma certifications, in cooperation with the pre-hospital certification and licensure authority.                                                           | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN Board (Design the System Work Group)</li> </ul> | <ul style="list-style-type: none"> <li>• Initiation Target Date-Q1 2009</li> <li>• Completion Target Date-Q1 2010</li> </ul>                                                                               |
| 2.10 | Establish incentives for individual agencies and institutions to seek state or nationally recognized accreditation in areas that will contribute to overall improvement across the trauma system.                                                                                  | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• Bureau of EMS</li> <li>• LERN Board</li> </ul>       | <ul style="list-style-type: none"> <li>• Initiation Target Date-2010</li> <li>• Completion Target Date-2011</li> </ul>                                                                                     |

#### **Key Measures of Success:**

- Signed interface agreement between the Bureau of EMS and LERN relative to trauma training and certifications.
- Approved and deployed pre-hospital dispatch and patient care protocols and triage criteria that are congruent with the trauma system design.
- Activated universal access number for citizens to access the EMS/trauma system.
- Activated central communication system for the EMS/trauma system that includes all regions of the state.
- Published final report of findings based upon a completed statewide EMS needs assessment.

### 3. Definitive Care Facilities

*The trauma system utilizes an inclusive design whereby all acute health care facilities participate, to the extent that their resources and capabilities allow. Patient needs are matched to hospital resources and capabilities. Acute care facilities are well-integrated into the continuum of care, including prevention and rehabilitation, and operate as part of a network of trauma-receiving hospitals.*

| <b>Ref.</b> | <b>Building Blocks</b>                                                                                                                                                                                                                                                                                                         | <b>Accountability</b>                                                                                                                                         | <b>Status</b>                                                                                                                                                                                                                                          |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.1         | Conduct a statewide resource and needs assessment evaluating the availability and geographic distribution of definitive care facilities. Define clearly the roles and responsibilities of all acute care facilities treating trauma and of facilities that provide care to specialty populations (burn, pediatric, SCI, etc.). | <ul style="list-style-type: none"> <li>• LERN Board (Design the System Work Group)</li> <li>• LERN Medical Director</li> <li>• LERN QI/PI Director</li> </ul> | <ul style="list-style-type: none"> <li>• In Progress</li> <li>• Regions 4, 5, 7 – Q3 2008</li> <li>• Regions 2, 6 – Q1 2009</li> <li>• Regions 8, 9 – Q2 2009</li> <li>• Regions 1, 3 – Q3 2009</li> <li>• Completion Target Date – Q4 2009</li> </ul> |
| 3.2         | Develop and monitor a system to ensure that when injured patients arrive at a medical facility that cannot provide the appropriate level of definitive care, the patients are expeditiously transferred to the appropriate system-defined trauma facility.                                                                     | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN Call Center Staffing Contractor</li> </ul>                                     | <ul style="list-style-type: none"> <li>• In Progress</li> <li>• Regions 4, 5, 7 – Q3 2008</li> <li>• Regions 2, 6 – Q1 2009</li> <li>• Regions 8, 9 – Q2 2009</li> <li>• Regions 1, 3 – Q3 2009</li> <li>• Completion Target Date – Q4 2009</li> </ul> |

|     |                                                                                                                                                                                                                                      |                                                                                                                                                                     |                                                                                                                                                                                                                                                        |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.3 | Establish and deploy a procedure for communications among medical facilities when arranging for inter-facility transfers, including contingencies for radio or telephone system failure.                                             | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN Call Center Staffing Contractor</li> </ul>                                           | <ul style="list-style-type: none"> <li>• In Progress</li> <li>• Regions 4, 5, 7 – Q3 2008</li> <li>• Regions 2, 6 – Q1 2009</li> <li>• Regions 8, 9 – Q2 2009</li> <li>• Regions 1, 3 – Q3 2009</li> <li>• Completion Target Date – Q4 2009</li> </ul> |
| 3.4 | Set appropriate levels of trauma training for nursing personnel who routinely care for trauma patients in acute care facilities. Ensure that approved trauma training courses are provided for nursing personnel on a regular basis. | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN Call Center Staffing Contractor</li> </ul>                                           | <ul style="list-style-type: none"> <li>• Initiation Target Date- Q1 2010</li> <li>• Completion Target Date – Q1 2011</li> </ul>                                                                                                                        |
| 3.5 | Ensure that all nursing personnel who routinely provide care to trauma patients have an appropriate trauma training certificate, in cooperation with the nursing license authority                                                   | <ul style="list-style-type: none"> <li>• LERN Board (Design the System Work Group)</li> <li>• LERN Executive Director</li> <li>• LERN Education Director</li> </ul> | <ul style="list-style-type: none"> <li>• Initiation Target Date- Q1 2010</li> <li>• Completion Target Date – Q1 2011</li> </ul>                                                                                                                        |
| 3.6 | Ensure that physicians who routinely provide care to trauma patients have an appropriate trauma training certificate and on-going education, in cooperation with the physical licensure authority.                                   | <ul style="list-style-type: none"> <li>• LERN Board (Design the System Work Group)</li> <li>• LERN Executive Director</li> <li>• LERN Education Director</li> </ul> | <ul style="list-style-type: none"> <li>• Initiation Target Date- Q1 2010</li> <li>• Completion Target Date – Q1 2011</li> </ul>                                                                                                                        |

**Key Measures of Success:**

- Published statewide map/document that identifies the inventory of definitive care facilities (by level designation) participating in the statewide trauma network.
- Signed interface agreement between nursing licensure authority and LERN relative to trauma training and certifications.
- Approved and deployed system to guide inter-facility transfer of trauma patients.
- Signed interface agreement between physician licensure authority and LERN relative to trauma certifications and ongoing education.

## 4. Rehabilitation

*The trauma system includes inpatient and outpatient rehabilitation services provided through acute care and rehabilitation centers.*

| <b>Ref.</b> | <b>Building Blocks</b>                                                                                                                                                                                                                                                                           | <b>Accountability</b>                                                                                                      | <b>Status</b>                                                                                                                |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| 4.1         | Conduct and regularly update a comprehensive inventory that identifies the availability and distribution of current rehabilitation capabilities and resources (Pediatric and Adult).                                                                                                             | <ul style="list-style-type: none"> <li>• LERN Executive Director</li> <li>• LERN QI/PI Director</li> </ul>                 | <ul style="list-style-type: none"> <li>• Initiation Target Date-Q1 2010</li> <li>• Completion Target Date-Q1 2011</li> </ul> |
| 4.2         | Incorporate within the trauma system design and the trauma center standards, requirements for rehabilitation services, including inter-facility transfer of trauma patients to rehabilitation centers.                                                                                           | <ul style="list-style-type: none"> <li>• LERN Board (Design System Work Group)</li> <li>• LERN Medical Director</li> </ul> | <ul style="list-style-type: none"> <li>• Initiation Target Date-Q1 2010</li> <li>• Completion Target Date-Q1 2011</li> </ul> |
| 4.3         | Establish a process for rehabilitation centers and outpatient rehabilitation services to: a) provide data on trauma patients to the central trauma registry-including final disposition, functional outcomes, and rehabilitation costs, and b) participate in performance improvement processes. | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN QI/PI Director</li> </ul>                   | <ul style="list-style-type: none"> <li>• Initiation Target Date-Q1 2010</li> <li>• Completion Target Date-Q1 2011</li> </ul> |

### Key Measures of Success

- Published statewide map/document that identifies the inventory of rehabilitation facilities (pediatric and adult) participating in the statewide trauma network.
- Adopted and deployed requirements for delivery of rehabilitation services including inter-facility transfer of trauma patients to rehabilitation centers.
- Adopted and deployed processes and procedures for rehabilitation providers to contribute trauma patient data to the central trauma registry and participate in the trauma system's quality improvement and performance improvement efforts.

## 5. Disaster Preparedness

*The trauma system is integrated with, and complementary to the State's comprehensive mass casualty plans for natural and manmade incidents, including an all-hazards approach to planning and operations.*

| Ref. | Building Blocks                                                                                                                                                                                                                                                                                                               | Accountability                                                         | Status                                                                   |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 5.1  | Complete a resource assessment of the trauma system's ability to expand its capacity to respond to mass casualty incidents (MCIs) in an all-hazards approach – includes evaluation of capacity to address special needs patients. Complete a gap analysis based on the resource assessment for trauma emergency preparedness. | • LERN Medical Director                                                | • Initiation Target Date – Q1 2009<br>• Completion Target Date – Q4 2009 |
| 5.2  | Authorize and implement a consultation of external experts to assist in identifying current status and needs of the trauma system to be able to respond to MCIs.                                                                                                                                                              | • LERN Board<br>• LERN Medical Director<br>• LERN Executive Director   | • Initiation Target Date – Q4 2009<br>• Completion Target Date – Q1 2010 |
| 5.3  | Develop and establish operational trauma and all-hazards response plans for the EMS, the trauma system, and the all-hazards medical response system.                                                                                                                                                                          | • LERN Board (Design the System Work Group)<br>• LERN Medical Director | • Initiation Target Date – Q1 2009<br>• Completion Target Date – Q4 2009 |
| 5.4  | Create an ongoing cooperative working relationship between LERN, DHH-ESF8, and OEP-GOHSEP to ensure trauma system readiness for all-hazards events.                                                                                                                                                                           | • LERN Medical Director<br>• LERN Executive Director                   | • In Progress<br>• Completion Target Date – Q2 2009                      |
| 5.5  | Develop and implement a plan to test the trauma system's expanded response capabilities and surge capacity routinely through all-hazards simulated events (including natural, unintentional and intentional trauma-producing events).                                                                                         | • LERN Medical Director<br>• LERN Executive Director                   | • Initiation Target Date – Q1 2009<br>• Completion Target Date – Q4 2009 |
| 5.6  | Establish for the trauma system an access to additional equipment, materials, and personnel for large-scale traumatic events.                                                                                                                                                                                                 | • LERN Medical Director<br>• LERN Executive Director                   | • Initiation Target Date – Q1 2009<br>• Completion Target Date – Q4 2009 |

### Key Measures of Success

- Published comprehensive assessment report (with gap analysis) identifying current status and needs of the trauma system to be able to respond to MCIs.
- Signed interface agreement between LERN, DHH-ESF8, and OEP-GOHSEP relative to all-hazards events.

- Adopted plan to test trauma system capabilities through all-hazards simulated events.
- A completed all-hazards simulated event, as prescribed in the adopted test plan.
- Signed agreement(s) that provide LERN access to additional resources for large-scale traumatic events.

## 6. Trauma Management Information System

*The trauma system includes an information system designed to provide system-wide data that allow and facilitate evaluation of the structure, process, and outcomes of the entire trauma system; all phases of care (pre-hospital, hospital, and rehabilitation); and their interactions.*

| Ref. | Building Blocks                                                                                                                                                                                                                                                                                                               | Accountability                                                                                                                                                                                   | Status                                                                                                                   |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| 6.1  | Complete a resource assessment of the trauma system's ability to expand its capacity to respond to mass casualty incidents (MCIs) in an all-hazards approach – includes evaluation of capacity to address special needs patients. Complete a gap analysis based on the resource assessment for trauma emergency preparedness. | <ul style="list-style-type: none"> <li>• LERN Board (Design the System Work Group)</li> <li>• LERN Medical Director</li> <li>• LERN Executive Director</li> <li>• LERN QI/PI Director</li> </ul> |                                                                                                                          |
| 6.2  | Develop standards for trauma MIS data collection, utilizing national standards where practical, such as the National Highway Traffic Safety Administration's National Emergency Medical Services Information System (NEMSIS) and American College of Surgeons National Trauma Data Standard                                   | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN Trauma Data Registrar</li> <li>• LERN QI/PI Director</li> </ul>                                                   |                                                                                                                          |
| 6.3  | Develop processes to evaluate quality, timeliness, completeness, and confidentiality of data collected.                                                                                                                                                                                                                       | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN Trauma Data Registrar</li> <li>• LERN QI/PI Director</li> </ul>                                                   | <ul style="list-style-type: none"> <li>• Initiation Target Date –</li> <li>• Completion Target Date – Q4 2009</li> </ul> |
| 6.4  | Acquire the analytical tools and organizational capacity to monitor the injury prevention and control components of the trauma system, and rapidly and consistently report information to vested parties.                                                                                                                     | <ul style="list-style-type: none"> <li>• LERN Trauma Data Registrar</li> <li>• LERN QI/PI Director</li> </ul>                                                                                    | <ul style="list-style-type: none"> <li>• Initiation Target Date –</li> <li>• Completion Target Date – Q4 2009</li> </ul> |

### Key Measures of Success

- Published master document identifying all key elements of the trauma MIS, including:
  - registries/databases included in the trauma MIS
  - roles and responsibilities for agencies and institutions
  - key processes and activities required to maintain the trauma MIS
  - national and/or state standards utilized for data collection
  - resources required to maintain trauma MIS, including technology and human resources
  - description of data analysis and reporting capabilities
  - controls designed to maintain data quality and confidentiality
- Operational MIS is fully supporting the trauma system's adopted quality improvement and performance improvement processes/activities.

## 7. System-wide Quality Improvement and Performance Improvement

*LERN provides for a multidisciplinary and multiagency approach to all aspects of trauma system performance evaluation and improvement.*

| <b>Ref.</b> | <b>Building Blocks</b>                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Accountability</b>                                                                                                                                                             | <b>Status</b>                                                                                                                    |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| 7.1         | Design and develop a performance improvement function (roles, processes, and activities) that utilizes data/information available through the trauma MIS to assess all aspects of trauma system performance and improve quality of care. The design should promote inclusive multidisciplinary and multiagency review of cases, events, concerns, regulatory issues, policies, procedures, and standards that pertain to the trauma system. | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN Executive Director</li> <li>• LERN Trauma Data Registrar</li> <li>• LERN QI/PI Director</li> </ul> | <ul style="list-style-type: none"> <li>• Initiation Target Date –</li> <li>• Completion Target Date – Q4 2009</li> </ul>         |
| 7.2         | Develop a system of regular evaluation of all licensed acute care facilities that provide trauma care to trauma patients, including designated trauma hospitals. Purpose is to improve trauma care as measured by patient outcomes and maintain trauma system designations.                                                                                                                                                                 | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN Executive Director</li> <li>• LERN Trauma Data Registrar</li> <li>• LERN QI/PI Manager</li> </ul>  | <ul style="list-style-type: none"> <li>• Initiation Target Date –Q1 2009</li> <li>• Completion Target Date – Q1 2010</li> </ul>  |
| 7.3         | Establish and maintain a structured mechanism to inform, in a timely manner, all personnel about newly instituted protocols and treatment approaches.                                                                                                                                                                                                                                                                                       | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN Call Center Staffing Contractor</li> <li>• LERN Education Director</li> </ul>                      | • Complete                                                                                                                       |
| 7.4         | Integrate the financial aspects of the trauma system into the overall performance improvement function to ensure ongoing fine-tuning and cost-effectiveness.                                                                                                                                                                                                                                                                                | <ul style="list-style-type: none"> <li>• LERN Board</li> <li>• LERN Executive Director</li> <li>• LERN QI/PI Director</li> </ul>                                                  | <ul style="list-style-type: none"> <li>• Initiation Target Date – Q1 2010</li> <li>• Completion Target Date – Q1 2011</li> </ul> |

### Key Measures of Success

- Comprehensive quality improvement and performance improvement function for trauma system is designed and adopted. Includes guiding principles and goals, key processes and activities, key roles and responsibilities.
- System of regular evaluation of all licensed acute care facilities participating in the trauma system is developed and approved.

## 8. Research

*LERN encourages and facilitates trauma system research including trauma registry-based and population-based research and promotes multidisciplinary and multiagency partnerships for defining best practices in trauma care.*

| <b>Ref.</b> | <b>Building Blocks</b>                                                                                                                                   | <b>Accountability</b>                                                                                                                            | <b>Status</b>                                                                                                                    |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| 8.1         | Establish processes designed to make trauma system data available to investigators                                                                       | <ul style="list-style-type: none"> <li>• LERN Executive Director</li> <li>• LERN Trauma Data Registrar</li> <li>• LERN QI/PI Director</li> </ul> | <ul style="list-style-type: none"> <li>• Initiation Target Date –Q4 2010</li> <li>• Completion Target Date – Q4 2011</li> </ul>  |
| 8.2         | Support the development of competitive grants or contracts that provide funds to support research activities.                                            | <ul style="list-style-type: none"> <li>• LERN Board</li> <li>• LERN Executive Director</li> </ul>                                                | <ul style="list-style-type: none"> <li>• Initiation Target Date – Q4 2010</li> <li>• Completion Target Date – Q4 2011</li> </ul> |
| 8.3         | Develop mechanisms to engage the general medical community and other system participants in their research findings and performance improvement efforts. | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN QI/PI Director</li> </ul>                                         | <ul style="list-style-type: none"> <li>• Initiation Target Date – Q4 2010</li> <li>• Completion Target Date – Q4 2011</li> </ul> |

### Key Measures of Success

- Plan adopted to support and promote trauma system research by trauma system participating providers and outside investigators.
- Initial funding sources identified and available for trauma system research.

## 9. Injury Prevention and Outreach

*LERN collaborates with trauma system providers, business organizations, community groups, public service agencies, and the public to produce and implement statewide injury control/injury prevention programs based on epidemiologic data.*

| <b>Ref.</b> | <b>Building Blocks</b>                                                                                                                                                                                                           | <b>Accountability</b>                                                                                                                       | <b>Status</b>                                                                                                                    |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| 9.1         | Complete a needs assessment focused on the public information needed for media relations, public officials, general public and third-party payers, thus ensuring a better coordination of injury control and prevention efforts. | <ul style="list-style-type: none"> <li>• LERN Executive Director</li> <li>• LERN Education Director</li> </ul>                              | <ul style="list-style-type: none"> <li>• Initiation Target Date – Q2 2009</li> <li>• Completion Target Date – Q1 2010</li> </ul> |
| 9.2         | Develop and begin implementation of a public outreach plan aimed at injury prevention and trauma system development, utilizing assessment results from 9.1 (above).                                                              | <ul style="list-style-type: none"> <li>• LERN Education Director</li> </ul>                                                                 | <ul style="list-style-type: none"> <li>• Initiation Target Date – Q1 2010</li> <li>• Completion Target Date – Q3 2010</li> </ul> |
| 9.3         | Complete a needs assessment for the general medical community, including physicians, nurses, pre-hospital care providers, and others concerning trauma system and injury control information.                                    | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN Education Director</li> </ul>                                | <ul style="list-style-type: none"> <li>• Initiation Target Date – Q2 2009</li> <li>• Completion Target Date – Q1 2010</li> </ul> |
| 9.4         | Develop and begin implementation of an outreach plan aimed at the general medical community concerning trauma system and injury control information, utilizing assessment results from 9.3 (above).                              | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN Education Director</li> </ul>                                | <ul style="list-style-type: none"> <li>• Initiation Target Date – Q1 2010</li> <li>• Completion Target Date – Q3 2010</li> </ul> |
| 9.5         | Establish and execute an annual multidisciplinary trauma conference that encourages system and team approaches to trauma care.                                                                                                   | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN Education Director</li> <li>• LERN QI/PI Director</li> </ul> | <ul style="list-style-type: none"> <li>• Initiation Target Date – Q1 2010</li> <li>• Completion Target Date – Q3 2010</li> </ul> |
| 9.6         | Develop trauma system databases that are available for routine public health surveillance.                                                                                                                                       | <ul style="list-style-type: none"> <li>• LERN Trauma Data Registrar</li> <li>• LERN QI/PI Director</li> </ul>                               | <ul style="list-style-type: none"> <li>• Initiation Target Date – Q4 2010</li> <li>• Completion Target Date – Q4 2011</li> </ul> |

|     |                                                                                                              |                                                                                                                                             |                                                                                                                                  |
|-----|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| 9.7 | Design, prepare and publish annual reports on the status of injury prevention and trauma care in the system. | <ul style="list-style-type: none"> <li>• LERN Medical Director</li> <li>• LERN Education Director</li> <li>• LERN QI/PI Director</li> </ul> | <ul style="list-style-type: none"> <li>• Initiation Target Date – Q4 2010</li> <li>• Completion Target Date – Q4 2011</li> </ul> |
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#### **Key Measures of Success**

- Outreach plan for general public developed and adopted.
- Outreach plan for general medical community developed and adopted.
- First annual multidisciplinary trauma conference completed.
- First annual reports published on the status of injury prevention and trauma care in the system.