

REQUEST FOR PROPOSAL

Web Based Portal and Workflow Management Services

For

LSU Health System



File Number: R 27935 EP

Solicitation Number: 2242940

Proposal Opening Date: January 6, 2011

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

**State of Louisiana
Office of State Purchasing**

(November 15, 2010)

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REQUEST FOR PROPOSAL FOR Web Based Portal and Workflow Management Services

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

Louisiana State University (LSU) Health System operates ten public hospitals providing patient care, teaching, and research; three hospitals are managed by LSU Health Sciences Center in Shreveport (LSUHSC-S) and seven hospitals are managed by the LSU Health Care Services Division (LSU-HCSD) in Baton Rouge. The hospitals are a combination of urban and rural. Combined, the LSU facilities admit approximately 50,000 patients annually, and provide nearly 2 million outpatient visits, approximately 70 percent of which are clinic visits and 363,634 are ER visits. The hospitals are licensed for a total of 2,190 beds and currently staff approximately 1,260 beds.

Attachment VII contains additional operational statistics relevant to this RFP.

With funding appropriated by the Louisiana State Legislature for the design and implementation of a statewide Electronic Health Record (EHR) for the LSU Health System, it is becoming necessary to improve on the technologies that will feed such a system from our current applications. Over the last several years it has become apparent that current methodologies for acquiring dictation have proved insufficient.

Current audio capture technologies are inadequate and limited to either:

- Analog recording systems
- Telephone capture systems (usually owned and managed by outside vendors with interfaces to and from LSU HCSD)
- Stand alone digital capture systems for specific departmental purposes

There is no consistency of systems capturing this data currently. Significant issues to efficiency are faced by current methods. This Portal RFP is being created to prepare the way for the implementation of the EHR. The proposed integrated statewide Web Based Portal system for these ten LSU hospitals will:

- assure accurate and timely vital patient information to caregivers regardless of which of the 10 hospitals is delivering care
- assure that patient protected health information in electronic form are secure and not being transferred unencrypted over public Internet connections
- provide direct economic benefits, not only by assuring proper billing by contractors, but also by saving our clinicians time spent in training as they move from one facility to another

1.2 Participating LSU Health System Locations:

Bogalusa Medical Center (BMC)

Inpatient Campus
433 Plaza Street
Bogalusa, LA 70427

E. A. Conway Medical Center (EAC)

4864 Jackson Street
Monroe, LA 71210

Earl K. Long Medical Center (EKL)

5825 Airline Highway
Baton Rouge, LA 70805

HCSD Operations Computer Center (OCS)

8001 Independence Blvd
Department Of Public Safety
Baton Rouge, Louisiana 70806

Huey P. Long Medical Center (HPL)

352 Hospital Blvd.
Pineville, LA 71361

Interim LSU Public Hospital (ILH)

Previously known as MCLNO
2021 Perdido Street
New Orleans, LA 70112-1352

Lallie Kemp Regional Medical Center (LAK)

52579 Highway 51 South
Independence, LA 70443

Leonard J. Chabert Medical Center (LJC)

1978 Industrial Boulevard
Houma, LA 70363

LSU Health Sciences Center – Shreveport (SHV)

1501 Kings Highway
Shreveport, LA 71103-4228

University Medical Center (UMC)

2390 West Congress
Lafayette, LA 70506

Walter O. Moss Regional Medical Center (WOM)

1000 Walters Street
Lake Charles, LA 70607

1.3 Estimated Breakdown of Current Line Count

Bogalusa Medical Center (BMC)	137,971 lines
E. A. Conway Medical Center (EAC)	135,000 lines
Earl K. Long Medical Center (EKL)	165,644 lines
Huey P. Long Medical Center (HPL)	125,000 lines
Interim LSU Public Hospital (ILH)	301,147 lines
Lallie Kemp Regional Medical Center (LAK)	41,310 lines
Leonard J. Chabert Medical Center (LJC)	127,688 lines
LSU Health Sciences Center-Shreveport (SHV)	333,333 lines
University Medical Center (UMC)	112,690 lines
Walter O. Moss Regional Medical Center (WOM)	11,503 lines
Total	1,491,286 lines

*Line counts are expected to at least double as LSU starts to transcribe outpatient notes

1.4 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in providing a secure web based portal and workflow management services for the LSU Health System Hospitals as listed in section 1.2. The selected system will provide a single entity solution capable of supporting one or more of the LSU Hospitals.

Only existing, proven system platforms with web-based components will be considered. This RFP is not for the purpose of procuring professional services to design and develop a system. The remaining sections of this RFP provide the scope, definition of criteria for web based portal, workflow management requirements, general information, instructions for submitting proposals, and contractor selection procedures. Levels of usage while expected to grow, are not guaranteed due to anticipated budget shortfalls in upcoming years. Additional institutions supported by LSU Health System Hospitals and Outpatient Clinics may be added to the agreement as necessary. Such institutions may include but are not limited to correctional facilities or school based clinics supported by LSU personnel. The system to be proposed in this RFP is not to include transcription services. These services are to be bid separately.

1.5 Goals and Objectives

The LSU Health System is interested in the acquisition of a system that provides a single point of entry for Clinicians to dictate, Transcribers to transcribe, and Administrators to coordinate transcription workflow. This coordination should include the functionality of reporting and compliance monitoring. This single point of entry system should be in the form of a secure web based portal. This portal will provide for:

- audio capture
- the handling and processing of audio files
- voice recognition technology, with both active participation on the clinicians part and behind the scenes recognition

- the acceptance and processing of incoming admit, discharge, and transfer (ADT) interfaces to match audio files to patient information for the purpose of assuring accuracy of transcribed documents and downstream applications
- ability to integrate seamlessly with 3M deficiency management software within 3M/SoftMed Chart Fact application
- a single web based point of entry with secure logins for internal or contracted labor for the purpose of transcribing captured audio
- control of documents and security for the purpose of the load balancing of workloads of the labor force to assure turnaround times (TAT) and accuracy standards are met
- the ability to customize line counting to meet standards set out in our contracts with contractors
- the audit and production of billing reports for external contractors
- the production of productivity reports for internal transcribers
- the export of transcribed reports to internal systems at each individual LSU hospital: 3M/SoftMed (the Health Information Management system), LCR (the Siemens clinical data repository on the Shreveport campus), and CLIQ (the clinical data repository at the other LSU hospitals).
- standardization that reduces medical errors, supported by consistent documentation workflow so that providers have a consistent format when reviewing medical records
- consistent platform for all levels of the dictation/transcription process across our facilities, so that providers who work across many facilities are less apt to make functional errors within their workflow as they move from one facility to another or during periods of transition from one contractor to another
- HIM departments across multiple facilities are able to work collaboratively and pool resources and ideas on best practices, troubleshooting, compliance, and workflow

1.5.1 Objectives related to solutions to ongoing issues faced by our Health Centers:

1.5.1.1 Security and Protection of Protected Health Information

A primary objective of the LSU Health System is to assure that its protected health information (PHI) is secure. Because of problems in the past with contractors allowing insecure access to patient data, the proposed system must manage the data from a single point of entry, negating the need for voice and transcribed data files to leave the IT network infrastructure.

1.5.1.2 Lack of uniformity between hospital dictation systems

Currently as clinicians move from one facility to another during residency programs, they are forced to learn to use a new dictation system at each facility. Also, staff clinicians may be on staff at multiple facilities and clinics which also means using different dictation systems. This can cause slowdowns in work and creates an environment where document errors can easily occur. LSU desires to improve efficiency in the dictation process by utilizing a standardized portal system at all LSU Health System sites for the capturing of this data.

1.5.1.3 Contractor Compliance with Contractual Turnaround Times and Accuracy

Several LSU Health System facilities report problems with contractor's ability to meet contracted turnaround times and accuracy. With a single web portal service the LSU Health System could contract with multiple transcription contractors. The benefits to the LSU Health System would include the ability to adjust a contractor's workload or cancel the contract if it is determined that the Contractor is unable to fulfill the accuracy or

turnaround time specifications of the contract. With multiple transcription contracts, a suitable replacement could be selected and brought online without disruption of services to our system. Please note that this RFP is only for the procurement of the dictation and transcription portal system and not for the procurement of transcription services.

1.5.1.4 Contractor Compliance with Contracted Billing Standard

Having a system with the ability to generate reports regarding transcription volume for each transcription contractor would assure that LSU controls its own process for verifying invoices received from transcription contractors. The transcription contractor will be dependent upon the LSU dictation/transcription system for the creation of monthly volume reports.

1.5.1.5 Professional Information Technology Staff

Contractors for transcription services are not in the IT business and have problems when technical issues arise, normally depending on outside contractors to handle the issues for them. Each time a new contract is issued, the set up of new interfaces demand large amounts of additional work for the LSU IT staff and critical frustration for clinical staff as problems arise. This has a potential to occur up to 14 times every year. With the implementation of a web based portal, the data centers professional IT staff would be able to immediately respond to any interface problems 24 hours a day and interfaces would have to be created only once every three to five years.

1.6 Definitions

A.Shall – The term “shall” denotes mandatory requirements per R.S. 39:1556(24).

B.Must - The term “must” denotes mandatory requirements.

C.May - The term “may” denotes an advisory or permissible action.

D.Should – The term “should” denotes desirable action.

E.Contractor – Any person having a contract with a governmental body.

F.Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

G.State- The State of Louisiana.

H.Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

I.ADT – Admit, Discharge, and Transfer patient data. This data will be transferred to the contractor in standard Health Level 7 – HL7 formatted data files.

J.Audit trail—a record of users that is documentary evidence of monitoring each operation performed. Audit trails may be comprehensive or specific to the individual and event (that is, document routing, version control, access, etc.).

K.Authentication—process of (1) verifying authorship, for example, by written signature, identifiable initials, or computer key, or (2) verifying that a document is what it is purported to be, such as comparison with other records, or both.

L.Certified Medical Transcriptionist—medical transcriptionist who has met the qualifications for voluntary certification set by the American Association for Medical Transcription (AAMT), by demonstrating proficiency in the field, meeting accepted standards, and maintaining the designation through continuing education activities as required by the certification process established by AAMT.

M.Compliance clause—item in a contract that defines remedies for default of contract specifications.

N.Data destruction—eradication of data to a useless and irretrievable state.

O.Data elements—units of fundamental information from a healthcare record, organized in an analytical manner.

P.Data extraction—specification of a subset of data from a master data source for a new data format.

Q.Data mining—extraction of selected elements of stored data to be used for a purpose other than the one for which the information was originally intended.

R.Deficiency Management- Facilities must track and report on how long it takes to dictate, transcribe and sign each medical document. Timelines for documentation are established by the Joint Commission.

S.Dictation—information that is stated or read aloud to be transcribed by another.

T.Dictator—one who dictates information to be transcribed by another; also known as originator.

U.Digital dictation—information that is stated or read aloud and recorded by a digital recording system.

V.Document—report in any form (print, electronic, or voice file).

W.Document access—ability to enter, exit, and, in some circumstances, edit or make use of a document.

X.Document destruction—eradication of all elements of a document to a useless state.

Y.Document distribution—delivery of a document or documents (original or copies) to appropriate recipients, in any form (print, electronic, or voice file), authenticated or not authenticated.

Z.Document storage—repository for reports in any form (print, electronic, or voice files), authenticated or not authenticated, for later use or retrieval.

- AA.Electronic authentication—verification of authorship of a document or verification that a document is what it is purported to be, or both, accomplished by electronic means or in an electronic format.
- BB.Electronic protected health information— individually identifiable health information in any electronic medium, protected by HIPAA Privacy and Security Regulations.
- CC.Full-time equivalent—work force equivalent of one individual working full-time for a specific period, which may be made up of several part-time individuals or one full-time individual.
- DD.Healthcare institution—any facility whose primary purpose is delivery of health care, for example, healthcare institution, clinic, physician practice, multi-campus healthcare system.
- EE.Medical transcription—process of interpreting and transcribing dictation by physicians and other healthcare professionals regarding patient assessment, workup, therapeutic procedures, clinical course, diagnosis, prognosis, etc., into readable text, whether on paper or on computer, in order to document patient care and facilitate delivery of healthcare services.
- FF.Medical transcription service organization (MTSO)—provider of transcribed healthcare documentation; also referred to as vendor or contractor.
- GG.On-site users—individuals who use a facility's computer system via a terminal and other hardware elements that are physically connected to that system.
- HH.Protected health information—individually identifiable health information, protected by HIPAA Privacy and Security Regulations.
- II.Remote users—individuals who use a facility's computer system via modem or wide area network connection.
- JJ.Taped dictation—information that is stated or read aloud and recorded by an analog tape system, such as a cassette recorder, as opposed to a digital system.
- KK.Turnaround time (TAT)—elapsed time beginning with availability of the voice file to the contractor (also known as MTSO or contractor) for transcription and ending when the transcribed document is delivered to the healthcare institution.
- LL.Unit of measure—defined unit of production for transcription, including but not limited to a character, word, line, minute; measure used to quantify transcription produced.
- MM.Contractor site—any MTSO where patient health information is stored, processed, or produced.
- NN.Hospital Information Management—HIM Systems is the data system or patient data repository maintained on mainframe computer
- OO.Visible black character or ASCII no spaces—A visible black character (VBC) is defined as the total number of characters you can see with the naked eye. It includes any

character contained within a header or footer. Spaces, carriage returns, and hidden formatting instructions such as bolding, underlining, text boxes, printer configurations, or spell checking are not counted in the total character count. A VBC line is typically calculated by counting all visual characters and simply dividing the total number of characters by 65 to arrive at the number of defined lines.*

* Note the difference between an ASCII line and VBC line is the specific limitation of spaces.

1.7 Acronyms:

AAMT = American Association for Medical Transcription
 CMS = Centers for Medicare & Medicaid Services (Federal)
 CMT = Certified Medical Transcriptionist (as designated by the Certification at AAMT)
 EHR = Electronic Health Record
 ePHI = Electronic Protected Health Information
 HIM = Hospital Information Management
 HIPAA = Health Insurance Portability and Accountability Act of 1996
 JCAHO = Joint Commission on Accreditation of Healthcare Organizations
 LSU = Louisiana State University
 LSUHSC-S = Louisiana State University Health Sciences Center in Shreveport
 LSU-HCSD = Louisiana State University Health Care Services Division
 MT = Medical Transcriptionist; Medical Transcription
 MTIA = Medical Transcription Industry Association
 MTSO = Medical Transcription Service Organization
 PHI = Protected Health Information
 RFP = Request for Proposal
 TAT = Turnaround Time
 VBC = Visible Black Character

1.8 Schedule of Events

Event	Date/Time
Release of RFP/Posting to LaPAC	November 15, 2010
Mandatory Pre-Proposal Conference to be held at the Office of State Purchasing, Bid Room, 1201 North Third Street, Claiborne Building, Suite 2-143, Baton Rouge, LA	December 2, 2010 @ 1:30 P.M. (CT)
Deadline to Receive Written Inquiries	December 9, 2010
Deadline to answer Written Inquiries	December 16, 2010
Proposal Opening Date (Deadline for Submission of Proposals)	January 6, 2011 @ 10:00 A.M. (CT)
On Site Demonstration/Presentation (for those proposers considered most susceptible to award)	To be scheduled
Notice of Intent to Award to be mailed	To be scheduled
Contract Initiation	To be scheduled

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

1.9 Proposal Submittal

This RFP is available in electronic form at the LaPAC website:
<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

It is also available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Purchasing.

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

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

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

- **Proposal Name: Web Based Portal and Workflow Management Services**
- **File Number: R 27935 EP, Solicitation Number: 2242940**
- **Proposal Opening Date: January 6, 2011 @ 10:00 A.M. (CT)**

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

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

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

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

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

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

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

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

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.9.1 Proposal Response Format

To allow LSU to fully evaluate your submittal, please make sure your submittal includes:

- Plans and schedule for implementation, orientation, and installation, etc.
- Plans for training of LSU clinicians, internal transcribers, quality managers, and web portal administrators. Plans also need to describe how external contract transcribers would be trained. Documentation should be submitted on help screens and other web based content such as video that would be available to LSU users. Links and security rights for examination of these resources should be included.
- Provision for 24/7/365 customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person, email and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.
- Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

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

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

By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with L.R.S.39:1594 (Act 121). The person signing the proposal must be:

- A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or

- An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- Other documents indicating authority which are acceptable to the public entity.

The cover letter should also include Attachment II, completed with appropriate information and signatures.

- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposed Solution/Technical Response**: This section includes Illustrating and describing proposed technical solution and compliance with the RFP requirements. Required product components are listed in Section 3.2.1, along with priority. For comparison purposes and full disclosure of required components, submittal should include fully answering questions in Attachment III. Additional information pertinent to the RFP may be submitted along with Attachment III as well.
- D. **Innovative Concepts**: Presentation of innovative concepts, if any, for consideration.
- E. **Degree of Integration**: LSU is looking for an integrated system with all components being included in one single seamless graphical user interface that will allow web access to dictation files, transcription documents, transcription tools, internal communication tools, compliance tools, reporting, electronic signatures, and administrative functions. A single user login will allow any of the user types including clinicians, transcribers, quality, compliance, or administrators' access to their associated tools within the portal according to their access rights. An integrated system is expected to have a consistent look and feel for all areas of this portal. No user regardless of the number of user types their access may require should be required to login multiple times to complete their job functions. A description of how the proposed web based portal will comply with these mandatory requirements should be included in your submission. Pictures of the user interface will help to assure understanding of the description presented.
- F. **Implementation**: A clear and comprehensive plan for implementation of the Web Based Portal System, including interfaces and communication lines shall be submitted as part of the required RFP submission. Implementation should also include all training requirements for use of portal applications and telephone/data capture devices.
- G. **Corporate Background and Experience**: The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its last three financial statements, preferably audited. Attachment V lists specific information required and can be used as a form to submit data.
- This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other academic integrated health care networks of comparable size and diversity with references as requested in Attachment VI which can be used as a form to submit data.
- H. **Project Schedule**: Detailed schedule of implementation plan for pilot and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

- I. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in the attached price schedule, Attachment I. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State. Any other costs that are part of the Portal project and not submitted with the RFP response will be met by the contractor. These costs include training of LSU personnel, travel, system maintenance, communication lines, etc.

1.9.2 Number of Response Copies

Each Proposer shall submit one (1) signed original response, and should submit one copy on a CD or Flash Drive, as well as five additional copies of the proposal. Proposers should submit one (1) redacted copy, if applicable. (See Section 1.9.4)

1.9.3 Legibility/Clarity

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

1.9.4 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This

restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

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

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

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

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

1.10 Proposal Clarifications Prior to Submittal

1.10.1 Mandatory Pre-proposal Conference

A **MANDATORY** Pre-Proposal Conference will be held at Office of State Purchasing, Bid Room, 1201 North Third Street, Claiborne Building, Suite 2-143, Baton Rouge, LA on December 2, 2010 at 1:30 P.M. (CT). Prospective proposers must participate in the Mandatory Pre-Proposal Conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal must have at least one duly authorized representative attend the Mandatory Pre-Proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions.

1.10.2 Proposer Inquiry Periods

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

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

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

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

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

E-Mail: felicia.sonnier@la.gov

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

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

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

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

1.11 Errors and Omissions in Proposal

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

1.12 Proposal Guarantee

NOT REQUIRED FOR THIS RFP

1.13 Performance Bond

NOT REQUIRED FOR THIS RFP

1.14 Changes, Addenda, Withdrawals

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

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

1.15 Withdrawal of Proposal

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

1.16 Material in the RFP

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

1.17 Waiver of Administrative Informalities

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

1.18 Proposal Rejection

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

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

1.19 Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals

submitted will be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

1.20 Cost of Offer Preparation

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

1.21 Non-negotiable Contract Terms

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

1.22 Taxes

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

1.23 Proposal Validity

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

1.24 Prime Contractor Responsibilities

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

1.25 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

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

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

1.26 Written or Oral Discussions/Presentations

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

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

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

1.27 Acceptance of Proposal Content

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

1.28 Evaluation and Selection

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

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

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

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

1.29 Contract Negotiations

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

1.30 Contract Award and Execution

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

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

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

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

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

The State intends to award to a single Proposer.

1.31 Notice of Intent to Award

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

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

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

1.32 Debriefings

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

1.33 Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by the RFP, in accordance with Attachment VIII. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

1.33.1 Subcontractor Insurance

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

1.34 Indemnification and Limitation of Liability

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

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

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part

(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

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

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

1.35 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP.

1.36 Payment for Services

The LSU Health System shall pay Contractor in accordance with the Pricing Schedule set forth in Attachment I. The Contractor may invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.37 Termination

1.37.1 TERMINATION OF THE CONTRACT FOR CAUSE

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

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract ,

provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

1.37.2 TERMINATION OF THE CONTRACT FOR CONVENIENCE

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

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

1.37.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

1.38 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Commissioner of Administration.

1.39 No Guarantee of Quantities

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

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

1.40 Audit of Records

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

1.41 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the

Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the Contract, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the Contract.

1.42 Record Retention

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

1.43 Record Ownership

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

1.44 Content of Contract/ Order of Precedence

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

1.45 Contract Changes

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

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

1.46 Substitution of Personnel

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

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

1.47 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana

including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

1.48 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, R.S. 39:1673.

1.49 Proposer's Certification of OMB A-133 Compliance

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

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

1.50 Civil Rights

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

1.51 Anti-Kickback Clause

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

1.52 Clean Air Act

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

1.53 Energy Policy and Conservation Act

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

1.54 Clean Water Act

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

1.55 Anti-Lobbying and Debarment Act

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

PART II. SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

2.1.1 Web Based Portal and Workflow Management Services

LSU is interested in the acquisition of a system that provides a single point of entry in the form of a secure web based portal for Dictation/Transcription/Administration, Internal and External Quality Assurance. This RFP will not include transcription services, which will be contracted separately via the bid process. A broad overview of portal functionality is to provide for:

- dictation audio capture
- the handling and processing of those audio files
- voice recognition technology with both active participation on the clinicians part and behind the scenes recognition
- the acceptance and processing of incoming admit, discharge, and transfer (ADT) interfaces to match audio files to patient information for the purpose of assuring accuracy of transcribed documents and downstream applications
- ability to integrate seamlessly with 3M deficiency management software within 3M/SoftMed Chart Fact application
- a single web based point of entry with secure logins for all internal personnel or contracted labor that will allow web access to dictation files, transcription documents, transcription tools, internal communication tools, compliance tools, reporting, electronic signatures, and administrative functions. A single user login will allow any of the user types including clinicians, transcribers, quality, compliance, or administrators' access to their associated tools within the portal according to their access rights. No user regardless of the number of user types their access may require shall be required to login multiple times to complete their job functions. The portal will integrate with LSU's implementation of Microsoft Active Directory (AD) for managing security, and users will not be required to use any other account and password other than that presently used by AD.
- control of documents and security for the purpose of the load balancing of workloads of the labor force to assure turnaround times (TAT) and accuracy standards are met
- the ability to customize line counting to meet standards set out in our contracts with contractors
- the audit and production of billing reports for external contractors
- the production of productivity reports for internal transcribers
- the export of transcribed reports to each individual hospital's 3M SoftMed system to the LSU Clinical Data Repositories (CLIQ and LCR).
- standardization that reduces medical errors, supported by consistent documentation workflow so that providers have a consistent format when reviewing medical records
- consistent platform for all levels of the dictation/transcription process across our facilities, so that providers who work across many facilities are less apt to make functional errors within their workflow as they move from one facility to another or during periods of transition from one contractor to another
- HIM departments across multiple facilities are able to work collaboratively and pool resources and ideas on best practices, troubleshooting, compliance, and workflow

For more detail see the Product Requirements Table in Section 3.2.1; furthermore, LSU wishes to acquire implementation services for all services listed in the Product Requirements Table in

Section 3.2.1 below. LSU will supply and maintain its own internal network systems and interface engine. LSU expects the Portal system to be housed in the contractor's weather and national disaster hardened data center, where the equipment will be maintained by the contractors own Information Technology staff 24 hours a day, seven days a week, and 365 days a year. Attachment VII below contains a list of utilization statistics for each of the ten hospitals.

2.1.2 Tasks and Services

Contractor will supply all software and hardware systems for up to ten (10) LSU hospitals. Existing LSU staff will assist with the implementation. Proposer must recommend the LSU staff requirements for managing requested systems after implementation is complete. Contractor will provide and administer a comprehensive training plan for all LSU personnel who will use the portals, which may follow a "train the trainer" model. There are approximately 3000 physicians and 200 support staff to be trained.

Functional Requirement

The Proposer must offer the functional components in Section 3.2.1 of the RFP that are designated "Required". Integration (as opposed to interfaces) among these core ("required") components is important because functionality will be greatly improved; integration refers to a level of functionality such that components access the same database, share common master files and tables, were written using common tools and architecture, and are internally synchronized.

2.1.3 Installation and Technical Support Services

Services to be provided to the LSU Health System by the contractor shall include:

1. Corporate setup of the Web Based Portal and Workflow Management Services, including any software and hardware onsite or at the datacenter
2. Configuration of the Web Based Portal and Workflow Management Services software to operate in the State's network and application environment.
3. Deployment of the requisite databases for Production, Update testing, and training environments.
4. Hardware and Software maintenance services including version upgrades and bug fixes for the life of the contract.
5. Help desk support – 24 hours a day 7 days a week with 4 hour response for onsite problems. Callbacks from contractors staff is guaranteed to be within 1 hour if message has to be left, with Physicians getting immediate responses to needs or questions.
6. Initial training of all clinicians and support personnel within the LSU Health System facilities once the web based portal system is ready to go live. Follow-up training of new clinical personnel annually according to the hospitals schedule for new residents/fellows or after portal system upgrades. Supply online instruction for new users or refresher training.
7. Consulting services will be supplied by contractor during original setup of web based portal to assist with design and implementation of system for multiple organizations and multiple transcription contractors.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about January 1, 2011 and will be effective for a three (3) year period. At the option of the State of Louisiana and upon

acceptance of the contractor, the contract resulting from this proposal may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. The contract is not to exceed more than sixty (60) months.

2.3 Price Schedule

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

2.4 Deliverables

Proposer will provide a preliminary implementation plan as part of this response and will update or replace this plan as needed for successful implementation. Successful proposer will provide all necessary deliverables to ensure successful implementation and operation of the proposed portal including (but not limited to) implementation documentation, meeting materials, status reports, training documentation, and system maintenance and management documentation. LSU must approve the preliminary implementation plan and any subsequent plan modifications.

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

2.5 Location

The primary location(s) the work/delivery/service is to be performed, completed and managed are at locations of hospitals as stated in Section 1.2 of this RFP. Delivery may also take place within other clinical areas or offsite locations.

2.6 Proposal Elements

2.6.1 Financial

Proposal shall include prices per the schedule furnished in Attachment I. Primary method of billing shall be by a per line charge as laid out in Section 3.1 Financial Proposal. Other potential charges (if any) for proposed services associated with the RFP program implementation and administration may be added to Attachment I.

2.6.2 Technical

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

- Plans and schedule for implementation, orientation, and installation, etc.
- Plans for training.
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.

- References for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.
- Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

PART III. EVALUATION

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

The evaluation committee, after evaluating documentation provided, will require proof of ability to meet relevant criteria, which may include data center site visits, testimony to committee for clarification and other relevant documentation as necessary.

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

3.1 Financial Proposal (Value of 35 pts.)

Prices for the Web Based Portal and Workflow Management Services proposed by the potential contractors should be submitted on the price schedule furnished in ATTACHMENT I. Prices proposed shall be firm.

The following financial criteria will be evaluated:

Each Proposer must meet all mandatory required technical items in their technical proposal for their financial proposal to be considered and scored; therefore financial proposals shall be evaluated separately and only after technical evaluations are completed.

A major goal of LSU's RFP process is to create a competitive cost model reflective of the combined purchasing power of all LSU Health System facilities and sites enabling economies of scale for the services requested. The LSU Health System is asking for the financial proposal to be based on the following model which has the primary criteria:

- Visible black character as a standard of line counting
- A single cost per line charge for services
- Headers and footers not included in line count
- No additional charges for any services laid out in the scope of this document

Because there is much room for dispute over the criteria of standard billing for a cost per line model, LSU is requesting the use of the standard below, which was set by a reliable third party. The definitions and standards are taken from AHIMA/MTIA Joint Task Force on Standards Development document from 2007. Additional information can be found in that document named 'A Standard Unit of Measure for Transcribed Reports' by American Health Information Management Association and Medical Transcription Industry Association Joint Task Force on Standards Development. Any planned deviation from these standards must be stated with the documentation returned with this RFP and should have clear, concise documentation that will explain the proposed method of billing and the reason for the deviation, so that a layman could understand. While other methods of billing will be considered, they may not be accepted as a reasonable substitution for the standardized methodology laid out in this section.

Unit of Measure

The following is the LSU standard for content measurement. It is to be used by health information management (HIM) practitioners to evaluate the appropriateness of billing and production of in-house transcription staff and external transcription service.

A **'visible black character'** is defined as any printed letter, number, symbol, and/or punctuation mark excluding any/all formatting (e.g., bold, underline, italics, table structure, or formatting codes). All visible black characters can be seen with the naked eye as a mark regardless of whether viewed electronically or on a printed page.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r	s	t	u	v	w	x	y	z
~	!	@	#	\$	%	^	&	*	(	)	_	+	{	}		:	<	>	?	÷	±				
`	1	2	3	4	5	6	7	8	9	0	-	=	[	]	\	:	'	,	.	/	"				

A VBC line is typically calculated by counting all visual characters and simply dividing the total number of characters by 65 to arrive at the number of defined lines. Headers and footers are not included in line counts. Billing rates are to be by the line, with the VBC and VBC line definitions above.

LSU wants it understood that the contract once signed will include no additional cost for any additional services that support the Web Based Portal and Workflow Management Services. The charges per document will be enforced for the contract period with no additional charges for additional new document related changes, upgrades to software or hardware, interfacing, networking changes, or any other ancillary service that supports the correct functioning of the services provided by this contract. These changes could be made necessary due to new information technology, phone systems, regulatory agency mandates, Act of God, new services or for any other reason; but will be included in the billing by the line as described above.

The financial proposal evaluation shall be based upon a projected 5 year Total Cost from data in the proposer's response to ATTACHMENT I.

Proposer is to supply an electronic computerized tool that can be used by LSU to check charges for any document or group of documents billed to the contract. The tool should allow breakdown of the billing by healthcare institution, by report type, by physician, etc.

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

A proposer's base cost score will be based on the cost information provided in ATTACHMENT I:

$$BCS = (LPC/PC \times 35)$$

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

3.2 Technical Proposal

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

3.2.1 Product Requirements (Value of 30 Points)

Evidence of the criteria being met for this section will come from the evaluation of responses to the requirements of this RFP and the answers to the questions in ATTACHMENT III. Further verification will take place by review of proposer demonstration and site visits. Requirements and priority are laid out below.

No.	Portal	Priority		
		Required	Highly Desired	Desired
1. Data Center				
a)	Data Center must be located within the borders of the continental United States and must fall under the authority of the United States of America laws	x		
b)	Data Center must be owned wholly by the organization competing for this RFP, and must be used primarily as a data center for Portal Services. This request is made for security purposes, to assure limited access of data center to outside personnel. The leasing of space to outside organizations by your company or partnering with an owning organization to lease space to others do not qualify competing proposers as the owner of their data center	x		
c)	Data Center must only allow security access for their staff only, not allowing others access except under direct supervision of data center personnel	x		
d)	Data Center must be a 24 hour facility, with Information Technology and Help Desk Support Staff on site 24 hours a day, 7 days a week and 365 days a year.	x		
e)	Data Center must have redundant systems for power, air conditioning, communications connectivity, and major infrastructure components such as servers, database servers, etc.	x		
f)	Data Center must have hardened components for building materials to be resistant to weather, earthquakes, and other acts of God	x		
g)	Data Center must have Emergency Preparedness plans in place for unforeseeable emergencies, including backup, and must supply documentation on planning for disasters, including the availability of redundant systems or datacenters	x		
h)	Proposer may have multiple data centers within the borders of the Continental United States for redundancy		x	

No.	Portal	Priority		
		Required	Highly Desired	Desired
2. Voice Capture				
a)	Capture Voice Via: • Standard analog dictation • TeleMic • PC Dictation (contractor supplies software) • Dictation Station • Analog stations which utilize standard telephone technology (2500 set emulation) • Wireless input devices • Hand held digital recorders • Tablet/PC based clinical workstations • Digital file import (.wav, etc.) • PDA's	x		
b)	ADT information must be pre-fed from LSU HIM Systems into Voice Capture Systems for quick matches upon clinician input	x		
c)	Patient Safety features such as automated voice feedback of patient name to clinician upon medical record input to assure that correct patient has been chosen	x		
d)	Availability of Front and Back End speech recognition. Front end recognition describes the ability of system to automatically capture dictation to proper format with transcribed document being immediately available for clinician to edit and sign. Back end recognition describes the ability of the system to automatically capture dictation to proper format with transcribed document being immediately available for transcriptionist to edit; the digital document would then be sent by ADT interface to the Electronic Signature system so the clinician can review and sign. Both the Front End system and the Back End system will document and report result stats back to the deficiency system.	x		
e)	Clinician experience is totally customizable, allowing verbose scripts, short scripts and any feature set in between	x		
f)	24 Hour, 7 Days a week, 365 days a year Help Desk Support for Physicians, getting immediate responses to needs or questions	x		
g)	Captured voice file is stored in standard pc based format on server	x		
h)	Captured voice is served to those needing access, without the file ever leaving server, through streaming audio capabilities of the Internet	x		
i)	Only temporary files must be placed on the receiving equipment as audio is served	x		
j)	Read only access to voice files are available to any authorized system user	x		
k)	LSU must fully control authentication to their system for clinicians	x		
l)	Voice Recognition equipment must be housed at contractor's data center	x		

No.	Portal	Priority		
		Required	Highly Desired	Desired
3. HL7 Interface for ADT (Admit, Discharge and Transfer)				
a)	All ADT transactions must originate from LSU Hospital Information System	x		
b)	ADT transactions must follow the HL7 standard	x		
c)	LSU reserves the right to send data from its systems using the HL7 Z segment	x		
d)	The awarded contractor must be responsible for the creation, maintenance, and updates of HL7 coding to receive ADT and other transactions to and from LSU into their data center during the contract period at no additional charge to LSU	x		
No.	Portal	Priority		
		Required	Highly Desired	Desired
4. HL7 Interface for dictation complete record				
a)	All dictation complete transactions must originate from Portal contractor's systems	x		
b)	Dictation complete transactions must follow the HL7 standard	x		
c)	HL7 coded message must be sent to LSU systems upon completion of voice capture by clinician. The following must be contained within HL7 message; information on patient, clinician, document type, and unique identifier to allow access to voice capture file by clinicians for review before transcribed document is available	x		
No.	Portal	Priority		
		Required	Highly Desired	Desired
5. Integrated Speech Recognition				
a)	Integrated Speech Recognition Front End Processing will be available, allowing clinicians to immediately edit their own documents on screen	x		
b)	Integrated Speech Recognition Back End Processing will be available, allowing speech recognition to be totally transparent to the dictating clinician	x		
c)	Documents must be fully formatted automatically, creating structure without clinician input	x		
d)	Immediate speech recognition with automatic speaker profiles must come from existing dictation	x		

No.	Portal	Priority		
		Required	Highly Desired	Desired
6. File Management				
a)	LSU must maintain full control over administrative functions related to authentication, setup of hierarchy, groups, users, and administrative functions	x		
b)	Contractor consultants must assist initial setup of hierarchy, groups, users, and transcription contractor functions	x		
No.	Portal	Priority		
		Required	Highly Desired	Desired
7. Web Portal for Clinicians				
a)	Clinicians must have a single seamless graphical user interface that must allow web access to dictation files, transcription documents, reporting, and electronic signatures	x		
b)	All web based sessions must be authenticated with login id/password and encrypted meeting a minimum of 128 bit encryption standard	x		
c)	Clinicians must have access through this portal to their deficiencies	x		
No.	Portal	Priority		
		Required	Highly Desired	Desired
8. Web Portal for Transcriptionists				
a)	Transcriptionists must have a single seamless graphical user interface that must allow web access to listen to and review their assigned dictation files, internal communication components and complete their work using associated transcription tools.	x		
b)	All web based sessions must be authenticated with login id/password and encrypted meeting a minimum of 128 bit encryption standard	x		
c)	The system must allow internal communication between administrative personnel and transcriptionists, via customizable notifications and direct point to point messaging without leaving the portal, or having to use a third party application	x		
d)	The portal must include productivity tools for functions such as reporting and medical dictionaries without the need to leave the portal, or to use third party applications	x		
e)	The application must not allow the moving of voice files or other secure document files to the workstation, however temporary files such as streaming data from the portal to the workstation is acceptable	x		

f)	The application must not allow the printing of documents to the local machine, however cut and paste from portal to workstation is acceptable	x		
g)	Useful tools like the “Stedman’s Medical Dictionary” and “Physicians’ Desk Reference” for transcription staff	x		
No.	Portal	Priority		
		Required	Highly Desired	Desired
9. Web Portal for Administrators				
a)	Administrators must have a single seamless graphical user interface that must allow web access to dictation, transcription, reporting, and administrative functions	x		
b)	All web based sessions must be authenticated with login id/password and encrypted meeting a minimum of 128 bit encryption standard	x		
c)	LSU System Administrators must be able to setup, maintain, and reconfigure system settings to match any changing needs of the LSU system without the need for contractor interaction, unless requested	x		
No.	Portal	Priority		
		Required	Highly Desired	Desired
10. HL7 Interface for transcription complete record				
a)	All transcription complete transactions must originate from Portal Contractor’s Systems	x		
b)	Completed transcription documents must be transferred via HL7 record to 3M/SoftMed ChartScript for entry into the LSU Clinical Inquiry System or Siemens LCR. The HL7 must be properly coded to meet 3M/SoftMed ChartScript standards for data import into their system. Upon installation of system to expedite implementation Windows Microsoft Office .doc files may be used in proper format for the upload to ChartScript while details of HL7 upload are worked out between LSU and Portal Vendor	x		
No.	Portal	Priority		
		Required	Highly Desired	Desired
11. Technical Requirements				
a)	All interface exchange data shall be in the HL7 version 2.4 standard and meet current governmental and accrediting agencies requirements and updates at no additional charge	x		
b)	Interface engine is STC e-gate and Siemens OpenLink for LSU	x		
c)	System assisted coding capabilities shall be available	x		
d)	All databases shall be mirrored	x		

e)	Ability to maintain database during customization or version upgrades	x		
f)	Shall allow user-defined accept/reject criteria of transactions	x		
g)	All transactions must be authenticated and encrypted meeting a minimum of 128 bit encryption standard	x		
h)	Shall provide online and printable error/reject logs	x		
i)	System must function with thick/thin clients, pen based, bar codes, and wireless capabilities	x		
j)	System must support electronic signatures without additional external software	x		
k)	Shall provide ability to control interface processing (i.e. start, stop, purge record, resend transaction, etc.)	x		
l)	System shall allow user-defined logic/decision support capabilities for any field (i.e. required/optional field, if-then logic, etc.	x		
m)	Shall provide online interface logs	x		
n)	Development database shall allow duplication from production system with patient data for testing and the training database shall allow resetting of patient data	x		
No.	Portal	Priority		
		Required	Highly Desired	Desired
12. Security Requirements				
a)	LSU's implementation of Windows Active Directory security integration to identify and authenticate single user at both system and application level	x		
b)	Use of Active Directory shall not require a schema change	x		
c)	Use of Active Directory shall allow for multiple server entries for failover	x		
d)	User roles/classifications shall be configurable and granular enough to meet user specifications	x		
e)	Changes to roles/classifications must automatically affect all users that are assigned to the role/classification	x		
f)	Software shall have the ability to add new roles/classifications	x		
g)	Software shall allow for the separation of duties between System and Security Administrators (System Administrator shall not have access to security menu options)	x		
h)	Users shall not have access to the data; software runs under an "application account"	x		
i)	Software shall have the ability to implement row security by hospital and/or department	x		

j)	Software shall allow user ids/logon ids to be reused and not interfere with audit logs	x		
k)	Software must allow the resetting of passwords service/application accounts (no hard-coded passwords) should they be compromised	x		
l)	Shall allow single user and/or group limitation or denial at various levels within the application. Including read only provision	x		
m)	Automatic logout after user defined time period (user customizable)	x		
n)	Shall provide audit trails for date, time and user attempts	x		
o)	Shall use LSU internal implementation of Active Directory for authentication, thereby providing ability to deny access for failure to correctly enter login id or password for attempts not in specifically single user approved (start/stop) date ranges within the application (understand that may be continued legitimate enterprise user but not authorized in system)	x		
p)	Must allow the ability for remote access and method	x		
q)	User roles or classifications are definable and can be limited at individual and group level by the system administrator	x		
r)	The web based portal sessions should have its user id and passwords synchronized with the users LSUHSC login and password, creating a seamless login	x		
s)	The ability for RF (proximity), biometric and other security devices			X

3.2.2 Degree of Integration (Value of 15 points)

LSU is looking for an integrated system with all components being included in one single seamless graphical user interface that will allow web access to dictation files, transcription documents, transcription tools, internal communication tools, compliance tools, reporting, electronic signatures, and administrative functions. A single user login will allow any of the user types including clinicians, transcribers, quality, compliance, or administrators' access to their associated tools within the portal according to their access rights. An integrated system is expected to have a consistent look and feel for all areas of this portal. No user regardless of the number of user types their access may require should be required to login multiple times to complete their job functions. LSU is currently implementing the Epic Electronic Health Record system; proposers must have integrated with Epic's partial dictation functionality. It is also preferred that the proposed system integrates seamlessly with LSU HCSD current HIM systems.

3.2.3 Implementation (Value of 10 points)

A clear and comprehensive plan of implementation, including interfaces and communication lines shall be submitted as part of the RFP. An organizations generic plan of implementation will suffice for this requirement. It should include a timeline, preferably a GANTT chart, of the various phases of implementation, including system setup, training and go-live. The implementation plan should also include a breakdown of proposer personnel by time effort and job classification that will be visiting the facilities to gather information, facilitate planning, setup interfaces, installation, training, and attend each facility for go-live.

3.3 Corporate Experience, Stability and Performance (Value of 10 points)

References shall be evaluated to determine if the software has demonstrated successful implementation in organizations of similar size, scope, and complexity to the State's environment.

Information of proposer's financial stability and disclosure of failed contract performance shall be evaluated to determine the proposer's ability to deliver the required equipment, services, and level of support. Evidence of Data Center ownership must be included with documentation on financial stability.

3.3.1 Corporate Experience

LSU is looking for a portal contractor partnership that will prove reliable, increase patient and clinician satisfaction, while maintaining security and HIPPA compliance. Corporate standing in the industry and longevity are very important. The proposer must have been in business since at least 1999 and have a large established client base for the product we are requesting, with a minimum of at least one hundred clients. For evaluation purposes Attachment VI needs to be completed and returned with the RFP response. Only clients with similar size and attributes to the LSU Health system should be given as references.

3.3.2 Product Demonstrations

The State shall require the proposers most susceptible to award to provide a product demonstration, as proof of documentation. Commitments made by the Proposer at the demonstration, if any, will be considered binding. LSU will provide a list of functions in advance that the proposer will be asked to demonstrate during their session. LSU's review team will rank each function, to assure that it matches those documented by the proposer. LSU may also request that proposers participate in formal meetings or follow-up demonstrations to clarify any open issues. LSU expects to understand fully the details of proposed implementation and support services, hardware and technology requirements, and internal LSU resource requirements to ensure successful implementation of the portal. Discrepancies between the documented functionality and demonstrated functionality may change the evaluation scoring. If the scoring changes enough to change the rank of the contractors the next ranked could be asked to demonstrate their product.

3.3.3 For each proposer participating in the Demonstrations, LSU will conduct due-diligence validation of the proposed products and services through a combination of telephone reference checks and possible site visits. Sites will be chosen using proposer's stated client base. A site visit may also be planned to the contractor's data center. Discrepancies between the documented and expected corporate experience and actual visits may change the evaluation scoring.

3.3.4 Training

The Proposer's ability to offer multiple training options and provide a high level of support to State personnel in the implementation and use of the Web Based Portal and Workflow Management Services.

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

- Web Based Portal and Workflow Management Services shall be delivered to support the functional and technical requirements specified in this RFP.
- There shall be no system corruption of data due to the processing of information by the Web Based Portal and Workflow Management Services. **Note: User data input errors are not considered system corruption of data.**
- The Contractor shall install and configure all services to operate within the LSU Health Sciences Center's Office of Computer Services applications and network environment. Please see Attachment IV for current configurations and technical information related to network infrastructure.

4.2 Performance Measurement/Evaluation

- Overall system compliance with specified functional and technical specifications will be verified through acceptance testing of the Web Based Portal and Workflow Management Services. The timeframe for acceptance shall be 30 days from completion of installation and configuration of the services by the contractor.

ATTACHMENT I: PRICE SCHEDULE

Cost is to be a per line charge for services rendered. This per line cost is to be for VBC according to specifications as laid out in this RFP. No additional costs shall be charged for any services laid out in this RFP. No additional cost includes cost for travel, training, or other items related to maintenance or setup of system. Current pricing should be based on volume of 1,491,286 lines. Additional pages can be used to document specifics on charges or any applicable price breaks for large volumes.

For cost evaluation purposes, the following weighted average will be used to determine one cost (per line charge) that will be used in the calculation to determine the cost score:

1. 60% for per line charge for standard voice capture
2. 20% for per line charge, Integrated Speech Recognition Active Participation
3. 20% for per line charge, Integrated Speech Recognition Inactive

1. Per Line Charge, standard voice capture

Per Line, \$ _____

2. Per Line Charge, Integrated Speech Recognition Active Participation
Allows clinician participation, editing, etc.

Per Line, \$ _____

3. Per Line Charge, Integrated Speech Recognition Inactive
Converts text and formats only.

Per Line, \$ _____

Note:

Provide notes of overall assumptions, exceptions, conditions or other information required to understand the proposal.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

ATTACHMENT II: CERTIFICATION STATEMENT

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 State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: _(_____)_____

C. Phone Number with area code: (_____)_____

D. US Mail Address: _____

E. Federal Tax ID: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information 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 complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.
5. If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within seven calendar days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: PRODUCT INFORMATION QUESTIONNAIRE

A. Data Center

1. Describe relevant information about Data Center to meet RFP specifications; location, size, equipment, power specifications, and data center hardening features for weather or other disaster. Proposal shall include information on any redundant data centers. Explain any procedures that include the potential movement of LSU data between centers, security features, and information about how the data would be archived at any other site, online, offline, etc.
2. Describe data center emergency preparedness features; which will include descriptions of emergency power backup, redundant systems, Internet access, other communication systems, availability of environmental backup equipment, and data backup features.
3. Describe data center security measures, regarding personnel access, vendor access, and outsider access.
4. Proof of Data Center Ownership; Proposer shall submit proof of Data Center ownership with RFP proposal submission.

B. Voice Capture

1. What are the expansion increments (by ports)?
2. Describe how your system can assure the clinician that they are modifying the correct patient's record.
3. What type of input devices can be utilized to do voice capture?
4. Where is your voice capture equipment housed and how is it accessed?

C. HL7 Interface

1. Describe mainframe interface experience and approach to downloading demographics and uploading reports. Can you upload documents to more than one system? What information can be seen on screen to determine patient to be downloaded? List HIS vendors to whom you have successfully interfaced with (Vendor name, interface type, etc.)
2. Does your interface system have a select number of fields available for capture or can it be modified to add additional custom fields? Is this number limited? Do you charge additional fees to add custom fields?
3. Describe system capability to interface with digital dictation systems.
4. Can you support multiple digital dictation systems simultaneously?
5. Can your transcription system designate the system for which each document type should be uploaded? Proposer shall document how this is accomplished.

6. Can your system support an end of voice capture HL7 message when a clinician's dictation is complete? Can this message include a link to the voice file for playback by any clinician with proper authorization?
7. Does your solution provide Third Party Integration?
 - OTS Interfaces (ADT and Voice Exports)?
 - PACS Integration?
 - Voice Importing?
 - ASP options?

D. Speech Recognition

1. Is speech recognition available? If so, describe how your application supports the use of speech recognition features to efficiently enter clinical documentation.
2. Do you have front-end (or real-time) speech recognition?
3. Does your speech recognition integrate with RIS/PAC systems? If so, which ones?
4. What is the average time/learning curve for front-end training for a physician?
5. Does your speech recognition system provide for templates and normal text?
6. Can speech recognition software allow site-specific words to be added to the vocabulary/language model?
7. Can your system use discipline-specific vocabularies or "language models" to increase speech recognition accuracy?
8. Does your system have the capability to format headers, paragraphs, and dates, and expand or abbreviate specific words?
9. Does your system allow each dictator the option of self-correcting recognized text documents?
10. Can completed documents be printed, faxed, and interfaced on the network without the use of macros or physician intervention?
11. Do you have back-end speech recognition? Does it support both correctionist and provider editing?
12. What is the average learning curve for the transcriptionist?
13. Does the speech recognition system have the ability to highlight anomalies including: incomplete words, grammatical errors, sound-alike, or other variations of voice?
14. Does your speech recognition system provide for automatic punctuation?
15. Does your system provide speech recognition that allows users to speak naturally and not disrupt the current workflow habits?

16. Does your system have the ability to route voice recognition documents to transcription simultaneously with voice job data?
17. Does your system allow the dictator to dictate a new job while previous jobs are being recognized in the background?
18. Does your system offer flexible input options, including telephony, PC dictation and digital portables?
19. Does your system force the dictator to correct the recognized text documents?
20. Does your system route converted text to the transcriptionist. Can the transcriptionist simultaneously access the converted text information along with the physician's original dictated verbal report for final formatting and proofing?

E. File Management

1. Will your system allow LSU to maintain full control over administrative functions related to authentication, setup of hierarchy, groups, users, and administrative functions?

F. Web portal for Clinicians

1. Can your system manage voice, text and signature from one location/session? Can a physician create, edit and sign a document in one session?
2. Describe integration with transcription, electronic signature, and chart completion processes.
3. Does your system allow for customized phone prompts? For example, if the provider is choosing "5" to save a recording today, will this be the same after your system is installed or does your system require change of habits on the part of the provider?
4. Does your pricing structure include all enhancements to the system?
5. How long does it take to train physicians to use the system?
6. What customization features are available for physicians?
7. What database is utilized?
8. Describe fault tolerance capabilities.
9. Describe your standard maintenance including, but not limited to, provisions for scheduled and emergency services, response times, provisions for updates to hardware and software, onsite support, and additional cost.
10. Describe the system administrator's ability to monitor users and active functions. Is there an additional license fee for this capability?
11. Identify whether a user is allowed to be simultaneously logged on at more than one location.

12. What is total voice storage capacity (excluding the redundant storage)?
13. Does the system accommodate analog Dictation? Can multiple technologies be used (phone, pc). Describe all of the input devices available for the system.
14. Is archiving capability limited or unlimited?
15. Are there prompts for dictator if dictation is being accepted when dictator gets cut off?
16. Can a dictator insert dictation at any time without erasing existing dictation?
17. Describe pause button/condensed pause functionality.
18. Can providers use a hands free method?
19. Can the system provide the ability to intercept, edit, and cancel dictation prior to transcription?
20. Can work be routed to transcriptionist: first in/first out, any available input field, station, channel, job number, and physician, report type, age of report, multiple factors? Is access to routing option restricted?
21. Describe the audit trails available in the system.
22. Describe the effect that backup has on the live system (i.e., is the system or parts of it unavailable to users?).
23. Does your system provide the following: voice storage of dictated reports with demographics, listen access to reports both pre & post transcription customizable by user and work type, complete touch tone control for all user functions customizable per user?
24. Does the system provide a detailed listen and skipped job history, audit trails, the current date and time on screen display, a System Activity/Port Status Display, and per port busy out capability?
25. Does the system have bar-coding capabilities for Radiology accession numbers?
26. What data is captured for jobs in the dictation system?
27. Can report data be exported to excel? Describe the process.
28. Can clinicians have access to their deficiencies through this portal? Explain the process.
29. Do you provide Automated Discharge Summaries?

G. Web Portal for Transcriptionists

1. Describe options for utilizing remote or at-home transcriptionists. How does your system integrate documents from outside transcription services? If we are receiving documents

from all of these sources, is there a feature within the transcription system identifying the document's origin?

2. What technology choices do you have for remote emulation? Is your system available via the Internet?
3. Does your system have a built-in medical dictionary for spell checking capability?
4. How many document types/formats can the system utilize? Is there any cost for adding additional formats?
5. Who sets up document formats? Are they user-definable once the system is installed?
6. Describe how "normal or canned" reports are handled in your system.
7. Does your system offer abbreviation expander/typing accelerator/speed-typing capability? Can these be customized by transcriptionist? Describe keystrokes used to invoke this feature.
8. Does your system provide a physician database that can be accessed from within the document, enabling users to add carbon copies (CCs) easily and accurately?
9. Describe your system's approach for handling documents that are incomplete (e.g., when there is unclear dictation). How is the unclear portion marked in the report? How are these recalled for fast and easy editing?
10. Can you change document type while typing the report?
11. How many data fields can be included in the system? Are they user defined?
12. Does the physician database support both active and referring physician information? How many physician records can be loaded into the physician database?
13. Describe how signature lines and CC'd names are placed on report - include number of keystrokes. Is the signature line user definable?

H. Web Portal for Administrators

1. Does your system offer fax, interface, and email capability for document distribution?
2. Does your system offer the ability to individually print batch print documents, sorting by physician, type of document, transcriptionist, and patient name? Provide lists of fields the system can be sorted by.
3. Describe remote printing capabilities. Can system print documents based on patient location? Physician location? Type or report?
4. Can document print jobs be timed and executed without operator intervention, explain procedure? (Batch)

5. Can your system automatically print envelopes with CC'd letters for physicians who wish to receive their CCs via the mail?
6. Can transcriptionists begin working on next report during the completion of the print process?
7. Describe the system's faxing capability. Can the report be automatically faxed to any physician associated with a report? Is there a fax cover sheet?
8. Describe options for recalling a document for editing, completing, viewing or printing, i.e. what fields can be utilized to recall a document?
9. Describe the procedure used for saving a document. How many keystrokes? How is the document named?
10. Does your system allow for immediate access to documents that have just been transcribed, without requiring any indexing function beforehand?
11. How many documents can your system manage (assuming sufficient hard disk space)?
12. Describe productivity reporting capability. Does the system allow weighting of lines/keystrokes by physician and/or document type? Describe graphing capability. Does your system count headers and footers?
13. Is an Ad Hoc Report Generator available? If so, how many levels of sort are available? How many data fields can be printed on a report? Can reports be saved for easy updating or revision?
14. What standard reports are available with the system?
15. Describe incentive pay program capability. Is it user-defined? Is there re-programming necessary if incentive levels are to be changed?
16. Can report data be exported to excel? Describe the process.

I. Electronic Signature Authentication

1. Does your system have/support electronic signature? (describe in detail)
2. Describe the process for verifying and completing electronic signatures, and how your system incorporates electronic signatures for clinicians.
3. Is the electronic signature system web-enabled?
4. Include how your system alerts staff when specific signatures are needed for further care (i.e., contested signatures, or resident signatures requiring an attending signature).
5. Can documents that have been authenticated be edited or will changes be saved as addenda (addendum)?

6. Does your module for electronic signature meet standards for HIPAA? How is the module password protected?
7. How are on-line edits handled? Do physicians have the ability to edit reports? Is the ability to edit physician-specific?
8. Does your electronic signature authentication product encrypt signatures? Where are passwords stored?
9. Does your electronic signature module support Microsoft Word?
10. How does the group signing feature in your electronic signature authentication product work?
11. Describe the messaging capabilities of the transcription system. Can transcriptionists and physicians communicate electronically?
12. Describe, in detail, the process a user will use to electronically authenticate documents.
13. Must the physician re-enter their password before being able to finalize a document? Is this password only required once per signing session?
14. In your electronic signature application, can you make the screen options/view user-definable?
15. Can physicians immediately view the next document in the queue after signing the previous document?
16. What are the viewing capabilities of your electronic signature authentication product?
17. Provide evidence of ongoing evolution of the system; list system enhancements over the past three years.
18. Does the physician have to complete documents only from the signature list, or can the physician sign a document within the viewer?
19. Are annotation tools available for use on scanned images? What annotation tools are available?
20. Can the physician easily contest a signature? How?

J. Physician Document Creation

1. Describe your solution for a document creation system for physicians. What methods of document creation are available?
2. How does your document creation system affect the workflow of physicians?
3. Does your system support phased implementation?
4. How will your solution reduce time spent on paperwork?

5. Does your system interface with other 3rd party software? If so, how?
6. Can your applications provide for the production of a hospital's patient Progress Notes?
7. Do you provide predefined values and default phrases for routine procedures?
8. Do you provide customizable inserts with standardized text blocks for commonly used procedure descriptions and diagnoses?
9. Can values, dates and interpretations be calculated based on patient demographic data or selections from tables or check boxes? (For example, postoperative progress notes can be customized to automatically calculate postoperative days and antibiotic days.)
10. Can calculated results be used to trigger pre-formatted text or customized selection lists?
11. Do you provide charting by exception?
12. Is streamlined logical branching based on user-defined workflows or default values? Is it customizable by specialty or facility?
13. Do you provide alerts and reminders to ensure compliance with regulatory agencies? Can these be customized?
14. Can patient demographic specific text trigger text? For example, the correct pronoun or verb, or appropriate lists and check boxes for physical findings relating to gender or age?
15. Can history and physical data elements captured in pre-admission testing be carried forward to the admission history and physical, then can be carried forward to other notes and discharge summaries?

K. Technical Requirements

1. What version of HL7 does your organization use for the setup of standard HL7 coding?
2. From the set standards in Attachment IV can you explain any problems you see with meeting the LSU technical requirements for this project? Can your system meet all of the requirements in this attachment?
3. Is multi-facility configuration possible?
4. Provide recommended hardware platform. What database technology is utilized? Does database include row level security?
5. How many simultaneous users are permitted?

L. Security Requirements

1. Does your system have Windows Active Directory compatibility? Would it need a schema change to use the LSU OU (organizational unit)? Will it allow domain controller configuration with multiple server entries for failover?
2. Are group access permissions managed in active directory or directly in the application?
3. Explain your systems security as related to user roles/classifications and their configuration.
4. Will your software allow roles/classifications to automatically affect all users that are assigned to a role/classification?
5. Does your system allow the separation of duties between system and security administrators?
6. Are actual data files protected from the access of normal users?
7. Can all functions be carried out on any workstation, provided the user appropriate access rights (i.e., no requirement that management functions are carried out on a "management-only" workstation)?
8. Are multiple levels of password protection available? Please describe.
9. Do you provide an integrated solution with Dictation, Transcription, Reporting, Administrative Functions and Electronic Signature?
10. Describe how your system provides high levels of system availability.
11. Does your system allow automatic logout for inactivity? Can this time period be user defined?
12. Does your system provide audit trails for date, time and user attempts to login?
13. Can your software allow the resetting of passwords service/application accounts (no hard-coded passwords) should they be compromised?
14. Can your web based portal sessions have its user id and passwords synchronized with the users LSUHSC login and password, creating a seamless login? Via AD?
15. Does your system have the ability to use RF (proximity), biometric and other security devices?

M. Help, Training, and Consulting

1. Please explain the expansion capabilities of the software and what we can expect in terms of support and upgrades. Cost?
2. Does your system provide full network and standalone transcribe capabilities?

3. How does your system accommodate times when the mainframe or network is down?
4. Does your transcription software provide an on-line help feature? What documentation is provided?
5. Describe system features that make your system easy to learn and use.
6. Do you offer consulting services? Is transcription consulting offered?
7. How long has your system been in operation? How many customers use the system? Describe the industry-standing of your solution.
8. Does your system provide a self guided online training tutorial?

ATTACHMENT IV: CURRENT TECHNICAL ENVIRONMENT

Software Environment: Except for database servers, the LSU Health System is currently moving to all servers being virtualized using VMWare ESX. LSU prefers Microsoft SQL servers and possesses client licenses through a Campus License Agreement. Other technology may be considered, but all license costs must be included. LSU requires that the Windows OS environment can be kept patch current using Microsoft WSUS and SMS/SCCM without the prior approval of any contractor. Any software that cannot be kept patch current in this manner must be identified and a plan to respond to high-priority security threats in a timely manner must be provided.

Security: LSU requires a security model that natively integrates with Microsoft Active Directory. All authentications and user groups will be specified through Microsoft Active Directory. The application may layer in additional application specific security. LSU prefers that users are only able to access the data through the application and not through a database directly. The security model should use row level security. The application should provide the ability to delete user accounts and reissue user ID's at a later date. LSU requires that any application provide an automatic logoff due to inactivity and that the auditing functions adhere to HIPAA standards. Best case would be that application security should provide a separation of duties between System Administrators and Security Administrators and restrict security related functions from all users including System Administrators.

Network: The 10 LSU hospitals will connect to the network at speeds from 100Mb/s to 10Gb/s. LSU will be responsible for providing network redundancy between their centers.

Data Storage and Retention: The architecture for document retention, data tiering (i.e., movement of seldom used data to less expensive, lower performing storage media).

Special Circumstances: The proposer will be responsible for reviewing LSU's networking, equipment, software, or other infrastructure necessary for the implementation of the Web Based Portal. It will be the proposer's responsibility to advise LSU if upgrades to LSU's current standard configurations to utilize the proposer's product are necessary.

ATTACHMENT V: BACKGROUND CORPORATE INFORMATION

QUESTION	RESPONSE
1. Please provide a brief history of your company, including but not limited to:	
• Year company was established	
• Ownership status (Private or Public)	
• Major acquisitions, mergers, and/or divestures over the last 5 years	
• Background of parent company and any related affiliates or subsidiaries	
2. Provide the following information on your organization's employee base. If your company is part of a larger parent corporation, provide this information for the company/division/business unit responding to this RFP.	
• Name of relevant division/business unit	
• Total number of employees	
• Number of development staff within the relevant division/business unit	
• Number of helpdesk staff within the relevant division/business unit	
• Number of information technology support staff within the relevant division/business unit	
• Number of administrative/other staff within the relevant division/business unit	
3. Provide the following financial information for your organization. If your company is part of a larger parent corporation, provide this information for the company/division/business unit responding to this RFP.	
• Annual operating revenue (provide the beginning and end month of the Financial Year for your organization)	2009: \$ _____ 2008: \$ _____ 2007: \$ _____ 2006: \$ _____
• Percentage of operating revenue devoted to research and development	2009: _____ % 2008: _____ % 2007: _____ % 2006: _____ %
• Percentage of operating revenue earmarked for research and development over the next 5-to-10 years	

ATTACHMENT VI: CLIENT BASE

1. Describe your experience with implementation and support of the proposed product at academic health systems that have facilities in geographically diverse areas.
2. Describe your experience with health systems that share patient data between hospital sites and multiple ambulatory clinics. What kind of data is shared? How is it synchronized across locations?
3. Provide a representative client list of hospitals or health system clients currently using or contracted to use your portal product. Provide all the information requested in Table 1 for each client site: (Add more rows as required). It is important that sufficient information is provided to allow LSU to evaluate each proposer's experience in implementing these products in comparable environments, and to provide contacts for future reference checks and site visits. A minimum of 3 client sites is required (meaning 3 different clients, not 3 hospital sites belonging to a single client).

Table 1: Client Sites (References must be of similar size and attributes to the LSU Health System)

<u>Client Name and Location</u>	Contact Name, Title, and Telephone Number	Number Beds	Number Ambulatory Visits and Other Relevant Statistics	Product Installed and Date Product Went Live	Recommended for Reference Call and/or Site Visit?

ATTACHMENT VII: UTILIZATION FOR FY2007-08

LSU Profile	Earl K Long Med. Ctr.(EKL)	Med. Ctr. LA New Orleans (MCL)	Bogalusa Med. Ctr.(BMC)	Lallie Kemp Reg. Med. Ctr.(LAK)	Huey P. Long Med. Ctr (HPL)
Inpatient discharges - Annual	7,345	11,985	2,552	989	2,665
Outpatient Visits - Annual	162,285	147,216	92,380	79,462	58,410
ER Visits (Annual) - includes Admits from ER	43,716	52,915	28,320	26,158	38,503
Number of Deliveries	745	907	0	0	186
Total # of Beds - Licensed	161	714	90	25	137
Total # of Beds - Staffed	135	211	51	17	60
# of patient monitoring devices	106	226	42	30	70
Number of physicians on staff (LJC - staff, visiting docs, CRNAs, PA, NP, LSU, Ochsner)	424	944	103	74	138
Number of clinical system concurrent users	650	500	250	175	100
Number of clinical system workstations	700	600	300	200	312
Total number of Pharmacy Orders last year	127,356	284,484	66,216	184,895	61,638
Pharmacy Retail prescriptions QS1	139,501	38,462	12,022	13,825	103,345
Total number of Radiology Orders last year	63,826	155,900	35,100	31,732	41,931
Total number of Laboratory Orders last year	666,491	192,686	277,520	184,750	629,544
Number of beds for the following Inpatient areas:					
Medical		25	48	17	12
Surgical (med and surg cmbnd for EAC, EKL, HPL)	71	54	3	3	13
ICU	10	10	8	4	4
CCU					0
OB/GYN (LAK in surgical)	13	10			5
Nursery	24	6		0	8
NICU	15	14		0	0
Pediatrics (HPL in surgical)	0			1	10
Detox		5			
Psychiatric					16
Number of beds for the following outpatient areas:					
Dialysis	12	4	2	1	
Oncology/Cancer Center	0		0	11	
Endoscopy	1	8	2	1	
Cardiology	0	2	0	1	
Oral Surgery					
ACC Infusion Area					
Women and Children's					
Number of hospital based clinics	7	37	15	30	48

LSU Profile	W. O. Moss Reg. Med. Ctr. (WOM)	University Med. Ctr. (UMC)	L.J. Chabert Med. Ctr.(LJC)	E A Conway (EAC)	Shreveport Med. Ctr. (SHV)	Total
Inpatient discharges - Annual	1,400	5,712	5,643	6466	19,649	33,005
Outpatient Visits - Annual	77,516	164,437	170,749	108,692	425,125	946,519
ER Visits (Annual) - includes Admits from ER	24,767	45,075	42,400	34,069	54,195	200,506
Number of Deliveries	0	361	520	1077	1,282	3,240
Total # of Beds - Licensed	74	150	156	247	436	1,063
Total # of Beds - Staffed	31	110	95	158	386	780
# of patient monitoring devices	25	112	57	85	175	
Number of physicians on staff (LJC - staff, visiting docs, CRNAs, PA, NP, LSU, Ochsner)	110	703	220	88	464	1,585
Number of clinical system concurrent users	75	50	300	234	1,500	2,159
Number of clinical system workstations	175	280	300	312	2,500	3,567
Total number of Pharmacy Orders last year	30,792	155,712	118,485	167,074	792,000	1,264,063
Pharmacy Retail prescriptions QS1	47,902	22,570	28,213			98,685
Total number of Radiology Orders last year	30,230	72,298	74,380	51,266	171,931	400,105
Total number of Laboratory Orders last year	173,774	494,451	1,169,787	359,600	1,503,036	3,700,648
Number of beds for the following Inpatient areas:						
Medical	30	28	34		140	
Surgical (med and surg cmbnd for EAC, EKL, HPL)	16	12	34	118	128	
ICU	6	8	8	16	40	
CCU				27	0	
OB/GYN (LAK in surgical)	0	13	17	75	41	
Nursery	0	5	26	44	25	
NICU	0	5	6	13	40	
Pediatrics (HPL in surgical)	2	10	0	11	33	
Detox		13				
Psychiatric	20	20	24			
Number of beds for the following outpatient areas:						
Dialysis	0	0	0	0	5	
Oncology/Cancer Center	0	8	0	11	15	
Endoscopy	15	2	0	3	4	
Cardiology	0	7	0	0	4	
Oral Surgery					7 with monitors	
ACC Infusion Area					8 with monitors	
Women and Children's					5 with monitors	

Number of hospital based clinics	30	24	25	46	22 sites with 48 total clinics (including specialties)	
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ATTACHMENT VIII: INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTORS

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

ATTACHMENT IX: SAMPLE STATE OF LOUISIANA GENERIC CONTRACT

STATE OF LOUISIANA
PARISH OF _____

File No. _____
(or solicitation #)

CONTRACT

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

SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

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

CONTRACT MODIFICATIONS

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

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

FUND USE

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

HEADINGS

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

PAYMENT TERMS

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

DELIVERABLES

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

TAXES

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes. Contractor's federal tax identification number is [TO BE COMPLETED]

TERMINATION OF THIS CONTRACT FOR CAUSE

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

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

TERMINATION OF THIS CONTRACT FOR CONVENIENCE

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

OWNERSHIP

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

USE OF AGENCY'S FACILITIES

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

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

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

WAIVER

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

WARRANTIES

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

This paragraph may only apply when software is involved.

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

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

INDEMNIFICATION AND LIMITATION OF LIABILITY

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the

Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

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

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

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

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

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

INSURANCE

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

LICENSES AND PERMITS

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

SEVERABILITY

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

SUBCONTRACTORS

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

ASSIGNMENT

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

CODE OF ETHICS

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

CONFIDENTIALITY

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

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as

well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

CONTRACT CONTROVERSIES

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

RIGHT TO AUDIT

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

SECURITY

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

TERM OF CONTRACT

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

COMMENCEMENT OF WORK

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

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 or Title 39 of the

Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

COMPLIANCE WITH CIVIL RIGHTS LAWS

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

GOVERNING LAW

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

COMPLETE CONTRACT

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

ORDER OF PRECEDENCE

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

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

WITNESSES' SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____
Title: _____

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

WITNESSES' SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____

Title _____

Phone No.: _____

Approved by:

Director of State Purchasing

Date: _____