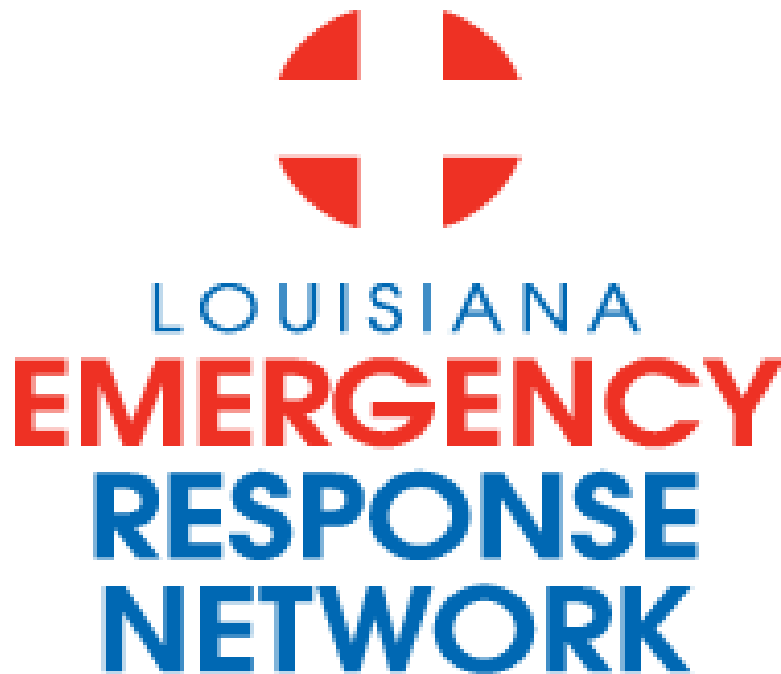


State of Louisiana

DEPARTMENT OF HEALTH AND HOSPITALS

REQUEST FOR PROPOSALS

CONSULTING SERVICES TO SUPPORT THE IMPLEMENTATION OF THE
LOUISIANA EMERGENCY RESPONSE NETWORK (LERN) FIVE YEAR PLAN



RFP # 305PUR-DHHRFP-CONSULTING-LERN
Proposal Due Date/Time: February 10, 2014
4:00pm CST

Release Date: Monday January 6, 2014

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GLOSSARY

Board	Denotes the Louisiana Emergency Response Network Board.
Can:	Denotes a preference, but not a mandatory requirement
Department or DHH:	Department of Health and Hospitals
JLCB:	Denotes the Joint Legislative Committee on the Budget
LERN:	Louisiana Emergency Response Network
Louisiana Emergency Response Network:	Denotes the statewide system of regional trauma-patient care that is an organized, seamless, coordinated effort among each component of care including pre-hospital, acute care, post-acute care, rehabilitation, and injury prevention in a defined geographic area which provides access to local health systems for time-sensitive patient care treatment and is integrated with local public health systems and the Governor's Office of Homeland Security and Emergency Preparedness.
May:	Denotes a preference, but not a mandatory requirement
Must:	Denotes a mandatory requirement
Original:	Denotes must be signed in ink
Redacted Proposal:	The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.
Regional Commissions:	LERN is organized into nine geographic regions, and our efforts in each region are guided by a Regional Commission – member advisory board of key trauma and time sensitive illness stakeholders.
Shall:	Denotes a mandatory requirement
Should:	Denotes a preference, but not a mandatory requirement
STEMI:	Denotes ST Elevated Myocardial Infarction
tPA:	Tissue Plasminogen Activator
Will:	Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. Legislation created a “comprehensive, coordinated statewide system for the access to regional trauma and time sensitive illness emergency care throughout the state.” This legislation created the Louisiana Emergency Response Network (LERN) – prescribing the development of a volunteer state board to plan, govern, and implement the statewide system. This original LERN legislation also prescribed the development of nine Regional Commissions populated with volunteers that live and work within the region they represent.
5. The LERN legislation was amended in 2006 to add four additional seats to the LERN Board and adjust the Board’s quorum rules. The LERN legislation was amended a second time in 2007 to establish liability limitations for provider participation in LERN and designate LERN as a separate budget unit within the Department of Health and Hospitals. Most recently, the LERN legislation was amended in 2010 to:
 - update requirements for Louisiana hospitals to achieve the status of a Level I, Level II, or Level III trauma center – based upon national guidelines, including Resources for Optimal Care of the Injured Patient by the American College of Surgeons, Committee on Trauma;
 - establish a statewide trauma registry;
 - create the Louisiana Emergency Response Network Fund;
 - provide for a public records exception to support LERN’s performance management and improvement efforts;
 - expand the size of the LERN governing board; and
 - initiate a process for development of LERN infrastructure to address time sensitive illness.
6. LERN is governed by a 28 member board which is charged with developing a statewide trauma system in a manner to properly integrate its functions with local public health systems which include the Louisiana Governor’s Office of Homeland Security and Emergency Preparedness.
7. When fully developed and operational, LERN will be a state-of-the-art network of healthcare providers, protocols and systems organized to address the daily demands of trauma care in Louisiana, deployed across planning regions (called Regional Commissions) and ever ready to serve as a vital healthcare resource in the face of larger scale emergencies and natural disasters.

B. Purpose of RFP

1. The purpose of this RFP is to solicit proposals from qualified proposers that provide a broad array of consulting services including but not limited to:

national best practice research	organizational development	project management
Strategic planning	facilitation/problem solving	consultative services
Outreach Services	Grant Acquisition	Research Analysis
Report Development	Operational Planning	Training and Development
Emergency Response Planning	Data Analysis	Public Policy

2. A contract is necessary to provide LERN Board and staff and with the expertise required to support planning and implementation progress of LERN's Five Year Plan

C. Invitation to Propose/Desirable Qualifications

The Louisiana Department of Health and Hospitals (DHH) and the LERN Board are inviting qualified proposers to submit proposals for consulting services and organizational development to support the implementation of LERN's Five Year Plan, in accordance with the specifications and conditions set forth herein. **It is desirable that the Proposer have the following qualifications:**

- Ten (10) years project management experience in the health care sector.
- Five (5) years of experience with organizational design and development with an emphasis on performance improvement initiatives.
- (5) years experience with grant writing and grant management.
- Ten (10) years' experience in managing and directing large-scale public sector projects.
- (5) Years Public relations, consensus building abilities and community outreach skills as evidenced by references
- (5) Years in change management experience
- Contract negotiation experience

It is desirable that the proposed staff have the following qualifications and experience. For the Consultant:

- Ten (10) years' experience in managing and directing large-scale public sector projects.
- Public relations and community outreach skills as evidenced by references
- Consensus building abilities
- Change management experience
- Contract negotiation experience
- Public sector experience

For the Administrative Staff:

- 2 years' experience in logistical support to consultants,
- scheduling and managing meetings
- preparing documents to support project needs,
- Coordinating communication efforts.

For the Project Management and Administration Consultants:

- Project organization, governance, administration, planning, controls and oversight.
- Team collaboration, project reporting, project documentation methodologies, and public relations, communications with LERN stakeholders.
- Change management and issue control.
- Implementation planning and cost management
- Quality assurance

D. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted on the Division of Administration (DOA) website at the following web address:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> and may also be posted at:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

It is the responsibility of the proposer to check the DOA website for addenda to the RFP, if any.

II. ADMINISTRATIVE INFORMATION

A. RFP Coordinator

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

Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
628 N 4th Street, 5th Floor
Baton Rouge, LA 70802
Email: Mary.Fuentes@LA.GOV
Fax: (225)342-9046

2. All communications relating to this RFP must be directed to the DHH RFP Coordinator named above. All communications between Proposers and other DHH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.
3. This RFP is available in pdf at the following web links:
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

B. Proposer Inquiries

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> and may also be posted at:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>
2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

C. Pre-Proposal Conference

Not required for this RFP

D. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Public Notice of RFP	Monday January 6, 2014
Deadline for Receipt of Written Questions	Monday January 13, 2014
Response to Written Questions	Friday January 17, 2014
Deadline for Receipt of Written Proposals	Monday 4:00 PM CST February 10, 2014
Proposal Evaluation Begins	Tuesday February 11, 2014
Contract Award Announced	Friday February 14, 2014
Contract Negotiations Begin	Monday February 17, 2014
Contract Begins	March 1, 2014

III. SCOPE OF WORK

A. Project Overview

1. The result of this contract will be on-going implementation of services for the Louisiana Emergency Response Network (LERN) envisioned by La. R.S. 40:2841-2846 (Attachment VI), guided by national best practices research and the LERN Five Year Plan (Attachment VIII).
2. The contractor selected for this project will research efforts focused on national best practices for continued development of a statewide trauma, ST Elevated Myocardial Infarction (STEMI) and Stroke network concentrated on implementation of strategies. The contractor will work with LERN Board and staff, commissions, other contractors and stakeholders for up to 36 months. The contractor will also provide consulting and facilitation services in support of the LERN Board/staff efforts to implement the LERN Five Year Plan.
3. LERN has 7 employees. Three of these employees are registered nurses who are each responsible for 3 regions of the state. One has Region 1,3, & 9, one has Region 4, 5,& 6, and one has Region 2, 4, and 5. LERN's stakeholders include 118 acute care hospitals, 64 EMS providers, 9 State Hospital Designated Regional Coordinators, 9 State EMS Designated Regional Coordinators.

Geographic Hospital Distribution:

- Region 1 = 12
- Region 2 = 9
- Region 3 = 11
- Region 4 = 16
- Region 5 = 10
- Region 6 = 12
- Region 7 = 17
- Region 8 = 17
- Region 9 = 11

B. Deliverables

The services to be provided are described below:

1. GENERAL REQUIREMENTS:

Consulting Support for ongoing implementation of the Louisiana Emergency Response Network envisioned by La. R.S. 40:2841-2846, guided by National Best Practices Research and the LERN Five Year Plan.

The contractor will provide ongoing organizational development and consulting services in support of the LERN Board and staff leadership to facilitate ongoing implementation of the LERN Five Year Plan, as may be applicable to the LERN Board, LERN staff, LERN commissions, and LERN stakeholders, as requested and as a supplement to LERN's limited human resources. Services shall include, but shall not be limited to the following:

- Make necessary arrangements to provide facilities for meetings, including audiovisual equipment and materials for action planning sessions as requested by LERN Executive Director
- Follow up on the development and implementation of LERN Board, staff, commission and/or stakeholder activities and projects initiated to further the development of Louisiana statewide trauma, stroke and STEMI system as directed by the Board.
- Develop and present progress reports, as requested, on implementation of LERN Strategic Priorities and Goals, and Five Year Plan
- Organizational development to support the building and refining of LERN organizational staffing and operational structure.
- The contractor will be required to attend each board meeting and Executive Committee meetings as requested. LERN Board meetings are held every other month (odd months) and Executive Committee meetings are also held every other month (even months). Each of these meetings are approximately 2 hours in duration.

2. PROGRAMMATIC REQUIREMENTS:

Ongoing strategic development support for LERN Board, staff, commissioners and/or stakeholders in support of implementation of the LERN Five Year Plan, using existing allocated human resources.

Services shall include, but shall not be limited to, the following:

- Ongoing Board planning and strategic priority setting
- Recruitment, training, education, and mentoring of staff
- Organizational structure evaluation and recommendations
- Assistance with development of policy, procedure, process flow and governance manual as requested for LERN Board, staff, commissioners and/or stakeholders. Requests for documents related to policy, procedure, process flow and governance manual will be completed within 30 calendar days of request or as determined by the Executive Director.

3. OPERATIONAL REQUIREMENTS:

Pursuant to La. R.S. 40:2845(B)(4). LERN is required to seek sources for all available appropriate public and private federal grants, donations or gives of monies or services.

The contractor shall:

- Assist with and provide support for coalition building throughout the state in support of the implementation of the Five Year Plan and future strategies.
- Assist with development and implementation of multiple communication messages and vehicles throughout the state
 - Communication messages directed at educating the public, hospitals, and EMS on the:
 - Trauma System
 - Stroke System
 - STEMI System
- Research and recommend national best practices related to coalition building and communication
- Maximize effectiveness in coalition building and communication with staff, Board and stakeholders.

4. Strategic Priorities

A. Summary Action Plan for LERN

Contractor shall:

- Conduct necessary comparative research to understand the breadth of funding alternatives utilized by selected other state trauma systems (other states will be selected in conjunction with the LERN Board).
- Conduct necessary research to understand existing state dedications that could serve as practical alternative sources of recurring funding for LERN.
- Conduct necessary research to define future funding amounts required to support LERN's State Office operations and provide incentives for the development of an ideal statewide network of designated trauma centers.
- Engage key stakeholders to create greater awareness of LERN's funding needs, and to build support for practical alternative sources of recurring funding for LERN.
- Pursue specific administrative and/or legislative changes that secure recurring, alternative funding for LERN State Office operations and provide incentives for the development of an ideal statewide network of designated trauma centers.

B. Summary Action Plan STEMI Network

Contractor shall:

- Develop a statewide system of STEMI care to improve outcomes for Louisiana citizens regardless of where they live in the state. System shall include components recommended by LERN's STEMI Design the System workgroup which consists of:
 - PCI Hospitals
 - Non-PCI Hospitals
 - EMS
 - Public

C. Summary Action Plan Stroke Network

Contractor shall:

- Assist in the develop a statewide system of stroke care to improve outcomes for Louisiana citizens regardless of where they live in the state. System shall include final recommendations from the Stroke Design the System Workgroup relative to:
 - Public recognition of stroke symptoms and community education
 - Emergency/timely evaluation of all strokes

- EMS transfer protocols to facilitate timely administration of tPA

D. Summary Action MCI/Disaster Preparedness

Contractor shall:

- Promote LERN as the “information coordinator” for unfolding events in Louisiana on a 24/7 basis
- Develop strategy to educate key stakeholders regarding LERN Communication Center notification capabilities related to MCI/disaster preparedness
- Educate Pre-Hospital providers on triage/MCI management and how this integrates with the LERN Communication Center.

5. Louisiana Emergency Response Network GOALS

Goal I

Decrease risk adjusted trauma-related deaths and incidents of morbidity and mortality due to trauma in Louisiana.

Objective:

Decrease the percentage of risk adjusted trauma-related deaths by 5% by June 30, 2019.

Strategies:

Contractor shall:

1. Attend annual strategic prioritization workshops to refine LERN’s strategic priorities – utilizing available guidance from the American College of Surgeons (ACS) and LERN’s ongoing best practices research.
2. Assist in developing a fully-functioning, integrated and comprehensive statewide Trauma Registry by 2019. Contractor shall also assist in the development of a statewide education and injury prevention plan based on data gathered through the statewide Trauma Registry.
3. Increase the number of state designated Level 2 and Level 3 trauma centers in the state.

Performance Indicator:

Reduction in trauma-related morbidity and risk adjusted mortality rate for Louisiana.

Goal II

Maximize the return on investment (ROI) of state dollars and supplement of general fund dollars with alternative funding sources.

Objective:

Reduce the total percentage of LERN’s budget devoted to administrative costs by an average of 3% per year through June 30, 2019.

Strategies:

Contractor shall:

1. Consult in the periodic planning sessions to assist in defining and refining roles and responsibilities of LERN staff and contractors.
2. Assist in identifying grant sources to secure federal and private foundation dollars to support LERN’s mission and Five Year Plan.

Performance Indicators:

1. Administrative costs as a total percentage of the overall LERN budget.
2. Non-state dollars generated to support LERN activities.

Dedicated Personnel

The Contractor must provide, at minimum, the following dedicated personnel for duration of the Contract's term. Note: LERN reserves the right to approve all staff selection prior to appointment.

Consultant

Contractor will provide a dedicated Consultant who will function as the Contractor's primary point of contact for Contract administration and coordination of Contractor's staff and responsibilities.

The Consultant shall, at a minimum:

- Manage and direct the project.
- Provide Public relations and community outreach efforts
- Build Consensus
- Handle the Change management process
- Handle Contract negotiation

Administrative Staff shall, at a minimum:

- Provide logistical support to consultants,
- schedule and manage meetings
- prepare documents to support project needs,
- Coordinate communication efforts.

Project Management and Administration Consultants shall, at a minimum, provide the bulleted items below.

Contractor will provide experienced consultants to assist LERN staff to determine the direction of the LERN Projects

- Provide Project organization, governance, administration, planning, controls and oversight.
- Provide Team collaboration, project reporting, project documentation methodologies, and public relations, communications with LERN stakeholders.
- Provide Change management and issue control.
- Implement planning and cost management
- Provide Quality assurance

C. Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the LERN's payments to the Contractor or if the liquidated damages exceed amounts due from LERN, the Contractor will be required to make cash payments for the amount in excess. LERN may also delay the assessment of liquidated damages if it is in the best interest of the Agency to do so. LERN may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of LERN, LERN may reassert the assessment of liquidated damages, even following contract termination.

- a. Failure to fill vacant contractually required key staff positions within 90 days - \$500 per working day from 91st day of vacancy until filled with an employee approved by the LERN.
 - b. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

D. Fraud and Abuse

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
2. Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

E. Technical Requirements

The Contractor must maintain hardware and software compatible with current DHH requirements which are as follows:

- The contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
- The contractor should adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- The contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- Unless explicitly stated to the contrary, the contractor is responsible for all expenses required to obtain access to DHH systems or resources which are relevant to successful completion of the requirements of this RFP. The contractor is also responsible for expenses required for DHH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
- Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164)
- Any contractor use of flash drives or external hard drives for storage of DHH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- All contractor utilized computers and devices must:
 - Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
 - Have installed all security patches which are relevant to the applicable operating system and any other system software.
 - Have encryption protection enabled at the Operating System level.

F. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

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

G. Insurance Requirements

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

1. Contractor's Insurance

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

2. Workers' Compensation Insurance

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

3. Commercial General Liability Insurance

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

4. Insurance Covering Special Hazards

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

5. Licensed and Non-Licensed Motor Vehicles

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

6. Subcontractor's Insurance

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

H. RS 9:2798.5 §2798.5. Limitation of liability; Louisiana Emergency Response Network

1. Legislative intent. The provisions of this Section are intended to provide for a limitation of liability for any authorized and duly licensed or certified person or juridical person who specifically acts in accordance with protocols adopted and promulgated by the Louisiana Emergency Response Network Board for the transport of trauma and time-sensitive ill patients. The protocols are developed to facilitate the timely and appropriate delivery of patients to the most appropriate care site for the definitive treatment of injuries.
2. Liability shall not be imposed on any authorized and duly licensed or certified person or juridical person who acts in good faith and within the scope of applicable protocols adopted and promulgated by the Louisiana Emergency Response Network Board (R.S. 40:2842(1)) for the Louisiana Emergency Response Network (R.S. 40:2842(3)), in accordance with the statutory mandates provided in R.S. 40:2842 et seq., for damages from acts or omissions resulting in injury, death, or loss, unless such damage or injury was caused by willful or wanton misconduct or gross negligence.
3. The provisions of this Section shall not supersede the provisions of R.S. 9:2798.1 or apply to claims covered by R.S. 13:5101 et seq., R.S. 40:1299.39 et seq., or R.S. 40:1299.41. Acts 2007, No. 360, §1; Acts 2008, No. 220, §2, eff. June 14, 2008.

I. Resources Available to Contractor

The LERN Executive Director will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

STAFF

LERN utilizes a small staff of experienced professionals, to administer state-level operations, operate the LERN Communications Centers, and support LERN's nine regional commissions. LERN's organizational chart is Attachment X.

- Executive Director
- Medical Director
- Administrative Director
- Chief Financial Officer
- Tri-Regional Coordinator

- Regions 1, 3, 9
- Tri-Regional Coordinator
Regions 2, 4, 5
- Tri-Regional Coordinator
Regions 6, 7, 8
- Communications Center Supervisor

This Staff will be available to provide the contractor with an overall assessment of regional activities, resources and key stakeholders as they relate to the Trauma, Stroke and STEMI initiatives. The contractors will be responsible for providing their own office space, computers, telephones and other office related equipment.

J. Contract Monitor

All work performed by the contract will be monitored by the contract monitor or designee:

Paige Hargrove

Executive Director

Louisiana Emergency Response Network

14141 Airline Highway, Building 1, Suite B

K. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period up to 36 months. There may be a possible extension of an additional 24 month period; however, all contracts extending beyond the original 36 months must be approved by the Joint Legislative Committee on the Budget (JLCB), or as authorized by applicable law. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

L. Payment Terms

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of LERN's Executive Director. Continuation of payment is dependent upon available funding

IV. PROPOSALS

A. General Information

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

B. Contact After Solicitation Deadline

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until an award is made.

C. Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a proposer as it relates to the RFP should be immediately reported to the Department by proposer.

D. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:

1. Reject all proposals received in response to this solicitation;
2. Cancel this RFP; or
3. Cancel or decline to enter into a contract with the successful proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of Contractual Review.

In accordance with the provisions of R.S. 39:2192, 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 following provisions of the Louisiana Revised Statutes of 1950 governing public contracts: Title 38, Chapter 10 (public contracts); Title 39, Chapter 16 (professional, personal, consulting, and social services procurement); or Title 39, Chapter 17 (Louisiana Procurement Code).

E. Award Without Discussion

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

F. Assignments

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

G. Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. Is able to comply with the proposed or required time of delivery or performance schedule; Has a satisfactory record of integrity, judgment, and performance; and
4. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
5. Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

H. Proposal and Contract Preparation Costs

The proposer assumes sole responsibility for any and all costs and incidental expenses associated with the preparation and reproduction of any proposal submitted in response to this RFP. The proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of Contractual Review. The proposer shall not include these costs or any portion thereof in the proposed contract cost. The proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.

I. Errors and Omissions

The Department reserves the right to make corrections due to minor errors of proposer identified in proposals by the Department or the proposer. The Department, at its option, has the right to request clarification or additional information from proposer.

J. Ownership of Proposal

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

K. Procurement Library/Resources Available To Proposer

LERN's Five Year Plan (Attachment VIII), along with current LERN statutes (Attachments VI and VII), will assist the proposer with development of a proposal.

Additional information about LERN can be viewed at the following web address: <http://lern.la.gov>.

L. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer **shall** submit one (1) original hard copy (the Certification Statement must have **original signature signed in ink**) and should submit one (1) electronic copy (cd or flash drive) of the entire proposal and six (6) hard copies of the proposal. Proposer may provide one electronic copy of the Redacted (cd or flash drive). No facsimile or emailed proposals will be accepted. The cost proposal and financial statements shall be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
628 N 4th Street, 5th Floor
Baton Rouge, LA 70802

If delivered via US Mail:

Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
P.O. Box 1526
Baton Rouge, LA 70821-1526

M. Proprietary and/or Confidential Information

Pursuant to the Louisiana Public Records Act (La. R.S. 44:1 et. seq.), all public proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers should refer to the Louisiana Public Records Act for further clarification, including protections sought for proprietary and/or trade secret information. Proposers are reminded that cost proposals will not be considered confidential under any circumstance and that protections for technical proposals must be claimed by the proposer at the time of submission of its technical proposal.

N. Proposal Format

1. An item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

O. Requested Proposal Outline:

- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

P. Proposal Content

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.
2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.
4. Introduction/Administrative Data
 - a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of LERN as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.

b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.

c. This section should also include the following information:

- i. Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel.
- ii. Name and address of principal officer;
- iii. Name and address for purpose of issuing checks and/or drafts;
- iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
- v. If out-of-state proposer, give name and address of local representative; if none, so state;
- vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
- vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
- viii. Proposer's state and federal tax identification numbers..
- ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable. (See Attachment I)

d. The following information ***must*** be included in the proposal:

Certification Statement: The proposer must sign, in ink, and submit an original Certification Statement (See Attachment II).

5. Work Plan/Project Execution

The proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section II of the RFP. In this section the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:

- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b. Provide a written discussion of the work plan addressing process flow, time frames for each component; how findings will be addressed in the process; and the ability to maintain the work plan schedule (i.e., drawing on firm resources, training, etc.).
- c. Include charts and graphs which reflect the work plan in detail.
- d. Provide a strategic overview including all elements to be provided.
- e. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.

- f. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
 - g. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
 - h. Describe approach and strategy for project management, oversight, and quality assurance.
 - i. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
 - j. Demonstrate an understanding of and ability to implement data collection as needed.
 - k. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
 - l. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
 - m. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
 - n. Identify all assumptions or constraints on tasks.
 - o. Include a summary, at the activity level, to show completion schedules relative to deliverables.
 - p. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
 - q. If the proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.
 - r. Document procedures to protect the confidentiality of records in DHH or LERN databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
6. Relevant Corporate Experience
- a. The proposal should indicate the proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months implemented a similar type project. Proposers should give at least two customer references for projects implemented in at least the last 24 months. References should include the name, email address and telephone number of each contact person.
 - b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

7. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.
- d. Key personnel and the percentage of time directly assigned to the project should be identified.
- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - Experience with proposer,
 - Previous experience in projects of similar scope and size.
 - Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

8. Additional Information

As an appendix to its proposal, if available, proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan, if available.

9. Corporate Financial Condition

- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.
- b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

10. Cost and Pricing Analysis

- a. Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal. The Proposer should complete Attachment V to identify staff classifications that will be used, their associated hourly rates, the number of

hours to be worked each year by each staff classification, as well as all direct and indirect costs to be reimbursed, for each year of the three year contract.

- b. Proposers shall submit the breakdown in a similar format to the attached sample cost template form (See Attachment V) for **each** year of the contract to demonstrate how cost was determined.

V. Evaluation and Selection

A. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Scoring will be based on a possible total of 100 points. The proposal with the highest total score will be recommended for award.
2. Cost Evaluation:
 - a. The proposer with the lowest total cost for all 3 years shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 25$$

CPS = Cost Proposal Score
 LPC = Lowest Proposal Cost of all proposers
 PC = Individual Proposal Cost
 - b. The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.
3. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	5
Work Plan/Project Execution	20
Corporate Experience	15
Qualification of Personnel	20
Financial Statements	5
Cost	25
Veteran and Hudson Initiatives	10
Total	100

4. Evaluations will be conducted by a Proposal Review Committee.
5. Evaluations of the financial statements will be conducted by a member of the DHH Office of the Secretary Division of Fiscal Management

B. On Site Presentation/Demonstration

Not required for this RFP.

C. Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the Department, which will determine the proposal most advantageous to the Department, taking into consideration cost and the other evaluation factors set forth in the RFP.

D. Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be excluded from further consideration.

E. Clarification of Proposals

The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities, including resolving inadequate proposal content, or contradictory statements in a proposer's proposal.

F. Announcement of Award

Subject to the provisions of Paragraph IV.D above, the Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms. Mandatory requirements established by the Department and/or the Evaluation Team are not subject to negotiation.

VI. CONTRACTUAL INFORMATION

A. The contract between DHH LERN and the Contractor shall include the standard DHH contract form CF-1 (Attachment III) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.

B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH LERN and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1 (Attachment III).

C. Performance Bond

The successful proposer shall be required to provide a performance (surety) bond in the amount of its total proposal cost to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the Department. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

D. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:

1. Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
2. Force Majeure: The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP and its amendments and addenda; and third priority to the provisions of the proposal.
4. Entire Agreement: This contract, together with the RFP and its amendments and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.
5. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
6. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
7. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
8. If the contractor is a corporation, the following requirements must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - c. The contractor must provide written assurance to the Department from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I. Veteran and Hudson Initiatives**
- II. Certification Statement**
- III. DHH Standard Contract Form (CF-1)**
- IV. HIPAA BAA**
- V. Cost Breakdown Template**
- VI. La. R.S. 40:2841-2846**
- VII. La. R.S. 9:2798.5**
- VIII. LERN Five Year Plan**
- IX. Regional Commissions Geographic Map**
- X. LERN Organizational Chart**

**Veteran-Owned And Service-Connected Small Entrepreneurships
(Veteran Initiatives) And Louisiana Initiative For Small Entrepreneurships
(Hudson Initiative) Programs**

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service- Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <https://smallbiz.louisianaforward.com/index 2.asp>.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors. Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

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

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

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaforward.com/index 2.asp>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal, https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg, may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/osp/lapac/vendor/srchven.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

REV 12/1/11

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	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer 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. Proposer's technical and cost proposals are valid for at least 90 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have **25** calendar days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, 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 <https://www.sam.gov>).

Authorized Signature:

*Original Signature **Only**: Electronic or Photocopy Signature are NOT Allowed*

Print Name:

Title:

Company Name:

DHH - CF - 1
Revised: 2011-06

**CONTRACT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS**

**CFMS:
DHH:
Agency #**

AND

FOR

Personal Services Professional Services Consulting Services Social Services

1) Contractor (Legal Name if Corporation)			5) Federal Employer Tax ID# or Social Security # (Must be 11 Digits)		
2) Street Address			6) Parish(es) Served		
City	State	Zip Code	7) License or Certification #		
3) Telephone Number			8) Contractor Status		
4) Mailing Address (if different)			Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No		
			Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No		
			For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No		
			Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No		
City	State	Zip Code	8a) CFDA#(Federal Grant #)		

9) Brief Description Of Services To Be Provided:

10) Effective Date

11) Termination Date

12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) Maximum Contract Amount

14) Terms of Payment
If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name	Last Name
	Title	Phone Number

15) Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):

During the performance of this contract, the Contractor hereby agrees to the following terms and conditions:

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating DHH Office**.

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
7. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
8. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
9. No funds provided herein shall be used 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 legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
10. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.

11. All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, 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 be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502..
16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.

22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

23. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
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TITLE	

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

1. The Louisiana Department of Health and Hospitals (“DHH”) is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of DHH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH involving the disclosure of PHI.
3. **Definitions:** As used in this addendum –
 - A. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
 - B. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 C.F.R. § 160.103.
 - C. The term “security incident” has the same meaning as set forth in 45 C.F.R. § 164.304.
 - D. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents’, employees’ or subcontractors’ actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any “breach of the security system” as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of DHH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of DHH’s obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.

11. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold DHH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between DHH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between DHH and contractor.
16. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of DHH, whichever occurs first, contractor shall return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

Cost Template

Note: Use this template to prepare a cost breakdown for each year of the contract

Year	Hourly Rate	Total
Administrative Staff (list by position)		
Direct Labor Staff (list by position)		
Contracted Staff (list by position)		
Benefits		
Operating Costs:		
Rent		
Utilities		
Telephone		
Insurance		
Other (List):		
Office Supplies (List)		
Professional Services (list)		
Other Direct Costs (list)		

La. R.S. 40:2841-2846 LOUISIANA EMERGENCY RESPONSE NETWORK (LERN)**§2841. Legislative purpose**

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

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

§2842. Definitions

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

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

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

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

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

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

§2843. Louisiana Emergency Response Network; creation; domicile

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

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

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

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

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

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

(1) One cardiologist from nominees submitted by the Louisiana Chapter of the American College of Cardiology.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(16) Two members from the Louisiana Senate.

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

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

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

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

(21) One physician from nominees submitted by the American Stroke Association.

(22) One registered nurse practicing in emergency or critical care from nominees submitted by the Louisiana State Board of Nursing.

(23) One medical director of an emergency medical services agency from nominees submitted by the Louisiana Association of EMS Physicians.

(24) One optometrist from nominees submitted by the Optometry Association of Louisiana.

C.(1) The members listed in Paragraphs (B)(1) through (14) and (17) through (24) of this Section shall be appointed by the governor from a list of qualified candidates nominated by the respective organizations.

(2) The organizations listed in Paragraphs (B)(1) through (14) and (17) through (24) of this Section shall each submit a list of at least four nominees for the respective board position to the governor.

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

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

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

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

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

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

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

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

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

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

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

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

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

Acts 2004, No. 248, §1, eff. June 15, 2004; Acts 2006, 1st Ex. Sess., No. 35, §4, eff. March 1, 2006; Acts 2006, No. 442, §3, eff. June 15, 2006; Acts 2006, No. 426, §1; Acts 2009, No. 384, §5, eff. July 1, 2010; Acts 2010, No. 934, §1.

§2845. Board; functions, powers, and duties

A. The board shall:

(1) Establish and maintain a statewide trauma system that shall include a centralized communication center for resource coordination of medical capabilities for participating trauma centers as defined by R.S. 40:2171 and emergency medical services.

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

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

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

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

(d) Implementation of regional injury prevention programs.

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

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

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

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

(iii) A representative of local ambulance services.

- (iv) A representative of emergency medical response.
 - (v) A hospital chief executive officer or administrative representative from a hospital with less than sixty beds.
 - (vi) A hospital chief executive officer or administrative representative from a hospital with more than one hundred beds.
 - (vii) A hospital chief executive officer or an administrative representative from a service district hospital.
 - (viii) A representative of the local component society of the Louisiana State Medical Society.
 - (ix) A representative of the local chapter of the Louisiana Medical Association.
 - (x) A specialist from the American College of Emergency Physicians.
 - (xi) A specialist from the American College of Surgeons.
 - (xii) A representative from the Louisiana Chapter of the National Emergency Number Association.
- (4)(a) Enter into interagency agreements with the department, the Governor's Office of Homeland Security and Emergency Preparedness, and such other entities, public or private, as may be necessary to assure continuity of care during emergencies.
- (b) Agreements between the board and these entities shall provide for the protocols of mandatory data collection and shall include provisions regarding the specific data to be shared among the entities, the individual or individuals allowed by each party to have access to the other party's data, and the security arrangements between the parties to ensure the protection of the data from unauthorized access that would threaten the privacy of individuals and the confidentiality of the data.
- (c) The parties shall not agree to share data pursuant to a specific agreement if any law would otherwise prohibit the sharing of such data by the parties.
- (d) The parties shall protect all individually identifiable health information to the extent of their ability within the context of the mission of the Louisiana Emergency Response Network.
- (5) Hold regular quarterly meetings and special meetings as necessary for the conduct of its business. Special meetings may be called upon forty-eight-hour notice by the chairperson, or in his absence, upon the written authorization of a majority of the members of the board.
- (6) Establish and maintain a statewide trauma registry to collect and analyze data on the incidence, severity, and causes of trauma, including traumatic brain injury. The registry shall be used to improve the availability and delivery of pre-hospital or out-of-hospital care and hospital trauma care services.
- (a) The board shall promulgate rules and regulations according to the Administrative Procedure Act to do the following:

(i) Define specific data elements required to be furnished to the registry by every health care facility certified by the department as a trauma center.

(ii) Define trauma data elements that all other health care facilities shall be required to furnish to the registry.

(iii) Establish a process for submission, analysis, and reporting of registry data.

(b) Required reporting to the state trauma registry is contingent on LERN providing adequate financial support through the Louisiana Emergency Response Network Fund to cover administrative costs.

(7) Work with the department to develop stroke and ST segment elevation myocardial infarction (STEMI) systems that are designed to promote rapid identification of, and access to, appropriate stroke and STEMI resources statewide.

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

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

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

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

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

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

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

D.(1) The board may accept grants, donations, or gifts of money or services from public or private organizations or from any other sources to be utilized for the purposes of the board.

(2) There is hereby created in the state treasury, a special fund called the Louisiana Emergency Response Network Fund. The source of monies deposited into the fund may be any monies appropriated annually by the legislature, including federal funds, any public or private donations, gifts, or grants from individuals, corporations, nonprofit organizations, or other business entities which may be made to the fund, and any other monies which may be provided by law.

(3) Monies in the fund shall be invested in the same manner as monies in the state general fund, and interest earned on investment of monies in the fund shall be credited to the state general fund. Unexpended and unencumbered monies in the fund at the end of the fiscal year shall remain in the fund.

E. Subject to any appropriation by the legislature, monies in the fund shall be used as directed by the board solely to fund grants, projects, and services which will address the goals and objectives of the board as authorized in this Chapter.

F. In addition to annual reports to the legislature, the board may publish documents and materials intended to further the mission or purpose of the board.

Acts 2004, No. 248, §1, eff. June 15, 2004; Acts 2006, 1st Ex. Sess., No. 35, §8, eff. March 1, 2006; Acts 2006, No. 442, §3, eff. June 15, 2006; Acts 2010, No. 934, §1.

*As appears in enrolled bill.

§2845.1. Public records exception

Patient and peer review data or information submitted or transmitted pursuant to this Chapter to the trauma registry, the board, any committee acting on behalf of the board, any hospital or pre-hospital care provider, any physician or other direct care provider, any regional commission, any emergency medical services council, emergency medical services agency, or other group or committee whose purpose is to monitor and improve quality care pursuant to this Chapter, shall be confidential and exempt from the provisions of law relative to public records as provided in R.S. 44:4.1(B)(24).

Acts 2010, No. 934, §1.

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

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

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

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

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

La. R.S. 9:2798.5 Limitation of liability; Louisiana Emergency Response Network

§2798.5. Limitation of liability; Louisiana Emergency Response Network

A. Legislative intent. The provisions of this Section are intended to provide for a limitation of liability for any authorized and duly licensed or certified person or juridical person who specifically acts in accordance with protocols adopted and promulgated by the Louisiana Emergency Response Network Board for the transport of trauma and time-sensitive ill patients. The protocols are developed to facilitate the timely and appropriate delivery of patients to the most appropriate care site for the definitive treatment of injuries.

B. Liability shall not be imposed on any authorized and duly licensed or certified person or juridical person who acts in good faith and within the scope of applicable protocols adopted and promulgated by the Louisiana Emergency Response Network Board (R.S. 40:2842(1)) for the Louisiana Emergency Response Network (R.S. 40:2842(3)), in accordance with the statutory mandates provided in R.S. 40:2842 et seq., for damages from acts or omissions resulting in injury, death, or loss, unless such damage or injury was caused by willful or wanton misconduct or gross negligence.

C. The provisions of this Section shall not supersede the provisions of R.S. 9:2798.1 or apply to claims covered by R.S. 13:5101 et seq., R.S. 40:1299.39 et seq., or R.S. 40:1299.41.

Acts 2007, No. 360, §1; Acts 2008, No. 220, §2, eff. June 14, 2008

Five Year Plan 2013 – 2018

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



Right Place. Right Time. Right Care.

Creating quality access to trauma, Stroke and STEMI care for all of Louisiana

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What is LERN?

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

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

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

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

Regular Session, 2004
Act No. 248

In 2010 the LERN Legislation was amended to include Stroke and STEMI.

The board shall:

(7) Work with the department to develop stroke and ST segment elevation myocardial infarction (STEMI) systems that are designed to promote rapid identification of, and access to, appropriate stroke and STEMI resources statewide.

Regular Session, 2010
Act No. 934

Message from the LERN Governing Board

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

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

In addition to trauma, we must work with the department of health and hospitals to develop stroke and ST segment elevation myocardial infarction (STEMI) systems that are designed to promote rapid identification of, and access to, appropriate stroke and STEMI resources statewide.

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

Building such networks is no small task.

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

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

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

GOVERNING BOARD

LERN is governed by a 28-member Board that represents a diverse set of stakeholders. LERN's enabling legislation specifies a stakeholder organization to nominate qualified candidates (at least four) for each LERN Board seat. Nominees are submitted to the Governor for consideration and appointment to serve a three-year term.

Executive Committee Members

Norman E. McSwain, Jr., MD

Chairman of the Board
Professor of Surgery
Tulane University Health Sciences
Department of Surgery
*Nominating Entity: Tulane University
Health Sciences Center*

John P. Hunt, MD

Vice-Chairman of the Board
Professor of Surgery
Louisiana State University Health
Sciences Center – New Orleans
*Nominating Entity: Louisiana State
University Health Sciences Center –
New Orleans*

Peter Sullivan

Treasurer of the Board
Service line Administrator for
Neuroscience and Orthopedics
Our Lady of the Lake Regional Medical
Center
*Nominating Entity: Louisiana Hospital
Association - Rehab Constituency
Group*

Coletta Barrett, RN, FACHE

Immediate Past Chairman of the Board
Vice President of Mission
Our Lady of the Lake Regional Medical
Center
*Nominating Entity: Louisiana Alliance of
Information and Referral Systems*

William Freeman, MD

Executive Committee Member
Director of Emergency Services
Louisiana State University - Earl K. Long
Medical Center
*Nominating Entity: Louisiana American
College of Emergency Physicians*

Jimmy Guidry, MD

Executive Committee Member
State Health Officer
Department of Health and Hospitals
*Nominating Entity: Department of
Health and Hospitals*

Members

Honorable Regina Ashford Barrow
Representative
Louisiana House of Representatives
Nominating Entity: Louisiana House of Representatives

Patrick C. Breaux, MD
Section Head, Consultative Cardiology
Ochsner Heart and Vascular Institute
Nominating Entity: Louisiana Chapter of the American College of Cardiology

Honorable Sherri Smith Buffington
Senator
Louisiana State Senate
Nominating Entity: Louisiana State Senate

Billy Conerly
Director of Emergency Department and Clinical Services
Lane Regional Medical Center
Nominating Entity: Louisiana Hospital Association - Service District Hospital

John Dailey, JD, MPA, FACHE
Vice Chancellor for Administration
Louisiana State University Health Sciences Center - Shreveport
Nominating Entity: Louisiana State University Health Sciences Center - Shreveport

Kevin Davis
Director of Governor's Office of Homeland Security and Emergency Preparedness
State of Louisiana
Nominating Entity: Governor's Office of Homeland Security and Emergency Preparedness

Joel Eldridge, DO
Coroner
Franklin Parish
Nominating Entity: Louisiana State Coroners Association

Kenneth J. Gaines, MD
Chairman, Department of Neurology
Ochsner Health Systems, Neurology Department
Nominating Entity: American Stroke Association

Craig C. Greene, MD
Orthopaedic Surgeon & Sports Medicine Specialist
Baton Rouge Orthopaedic Clinic
Nominating Entity: Louisiana State Medical Society

Michael Hulefeld
Chief Executive Officer
Ochsner Medical Center
Nominating Entity: Metropolitan Hospital Council

Danita Leblanc
Program Manager
Department of Health and Hospitals
Nominating Entity: Department of Health and Hospitals

Fred Martinez
Chief Executive Officer
St. Charles Parish Hospital
Nominating Entity: Rural Hospital Coalition

Honorable Karen Gaudet St. Germain
Representative
Louisiana House of Representatives
Nominating Entity: Louisiana House of Representatives

Kevin M. Sittig, MD

Sr. Associate Dean and Chief Medical Officer
Louisiana State University - Shreveport
Department of Emergency Medicine
Nominating Entity: Committee on Trauma, American College of Surgeons

Carl J. Varnado, Jr.

Deputy Director
National Emergency Number Association
Nominating Entity: National Emergency Number Association

Honorable Mack "Bodi" White, Jr.

Senator
Louisiana State Senate
Nominating Entity: Louisiana State Senate

Kristin Whitty, PhD, APRN

Assistant Professor
Southeastern Louisiana University
Nominating Entity: Louisiana State Board of Nursing

Tracy B. Wold

EMS Director
Jackson Parish Ambulance Service
Nominating Entity: LA Rural Ambulance Alliance

Christopher W. Wroten, OD

Co-Owner
Bond-Wroten Eye Clinic
Nominating Entity: Optometry Association of Louisiana

Michele Zembo, MD, MBA

Assistant Dean for Clinical Education
Director of Medical Staff and GME
Medical Center of Louisiana
Nominating Entity: Louisiana State Medical Society

Other Nominating Entities:

Louisiana Association of EMS Physicians - Medical Director of an EMS Agency
Louisiana Medical Association

LERN Strategic Priorities 2013 – 2015

LERN's governing board has established a list of strategic priorities to guide organizational planning and decision-making. The Board reviews the strategic priorities and updates the list as necessary to accurately reflect the priority tasks of the organization. LERN's current (2012 to 2015) strategic priorities include the following:

1) Strengthen the Sustainability of LERN's Mission, Including State Office Operations and the Development of an Ideal Statewide Network of Designated Trauma Centers

- Lessen or eliminate LERN's reliance on state general fund dollars
- Maximize LERN funding from recurring, dedicated source(s)



UPDATE

LERN has conducted comparative research to understand the breadth of funding alternatives utilized by other selected state trauma systems. Commonly, state trauma systems are funded with supplemental motor vehicle license fees and supplemental motor vehicle violation fees (DUI, speeding, reckless driving, seatbelt violations, etc.).

LERN has also completed research to better understand existing state dedications in Louisiana that could serve as practical alternative sources of recurring funding for LERN operations. LERN is currently discussing and exploring potential funding options with the Department of Health and Hospitals (DHH).

2) Promote LERN as the “information coordinator” for unfolding events in Louisiana on a 24/7 basis

- Participation in regional activities to integrate LERN into region specific protocols for event management and support.
- Serve as the primary coordinating entity for messaging and notifications regarding events and incidents as they occur.
- Maximize regional assets by coordinating patient flow/transport



LERN signed a memorandum of understanding with DHH and Emergency Support Function-8 in December of 2011. Since then, we have supported the hospital and EMS designated regional coordinators (DRC) in various roles ranging from mass casualty drills and patient routing during live events. We now coordinate event notifications and this has resulted in improved and consistent communication among the DRC network.

While we have made great strides, we need a communication plan to ensure that key stakeholders across the state understand the capability and resources of the LERN Communication Center.

3) Build a consensus among key stakeholders for the development of an ideal statewide network of designated trauma centers in Louisiana.

- Develop priority prospects for new Level II or Level III trauma center designations in regions. Secure at least two new commitments from hospitals to pursue ACS Level II or Level III trauma center verification.
- Research and design a regional performance improvement pilot.

 **UPDATE**

Louisiana currently has only three state-designated trauma centers. We are therefore one of the few states that does not have a statewide network of designated trauma centers. LERN utilized a framework of best practices and lessons learned from other states to create a white paper that defines and promotes the development of an ideal statewide system of state-designated trauma systems. The white paper can be accessed through the home page of the LERN website.

LERN's Medical Director, Dr. Robert Coscia, is leading an ongoing campaign to meet with hospital leaders in regions 3, 4, 5, 8, and 9 to build awareness of and commitment to creating a network of state-designated trauma centers adequate to meet Louisiana's needs. Several hospitals in the target regions have expressed interest in trauma center development and LERN expects that one or two hospitals will formally begin in 2014 the multiyear effort required to gain trauma center designation.

Louisiana gained a new designated trauma center in June of 2013 – Our Lady of the Lake Regional Medical Center in Baton Rouge.

4) Develop a statewide system of ST Segment Elevation Myocardial Infarction (STEMI) care to improve outcomes for Louisiana citizens regardless of where they live in the state. System to include components recommended by LERN's STEMI Design the System workgroup:

- Percutaneous Coronary Intervention (PCI) Hospitals
- Non-PCI Hospitals
- EMS



UPDATE

LERN conducted a STEMI survey that was disseminated to stakeholders statewide. A summary of the survey data and the recommendations of the statewide STEMI workgroup have been presented to the LERN board (this report and can be found on the LERN Website).

The STEMI workgroup developed and presented the following STEMI care system protocols/criteria to the LERN board in 2013:

- STEMI Triage Protocol
- STEMI Triage Protocol for patients who self-present
- LERN STEMI Receiving Center requirements
- Door to Balloon (D2B) Process Flow Chart
- Thrombolysis Guideline for STEMI Referral Center

The LERN board approved these documents and physician champions in each region of the state have been tasked with bringing the protocols/criteria to the local EMS and local medical societies for adoption at the local level. The requirements for each hospital level have been disseminated throughout the state via tri-regional town hall meetings. Hospital CEO's are in the process of attesting to their level and submitting these attestations back to LERN.

5) Develop a statewide system of stroke care to improve outcomes for Louisiana citizens regardless of where they live in the state. System to include final recommendations from the Stroke Design the System Workgroup relative to:

- Public recognition of stroke symptoms and community education
- Emergency/timely evaluation of all strokes
- EMS transfer protocols to facilitate timely treatment of all strokes and administration of Tissue plasminogen activator (tPA) where appropriate



UPDATE

LERN conducted a stroke survey that was disseminated to stakeholders statewide. LERN's stroke workgroup developed stroke hospital levels and stroke care guidelines for EMS. Both have been adopted by the LERN Board of Directors. The stroke destination guideline is still being developed and will be presented to the LERN Board in 2013.

The requirements for each hospital level have been disseminated throughout the state via tri-regional town hall meetings. Hospital CEO's are in the process of attesting to their level and submitting these attestations back to LERN.

- 6) Establish statewide registries, consistent with national standards, for Trauma, Stroke, and STEMI. General purpose of these registries include:**
- Facilitation of statewide and regional injury prevention efforts
 - Facilitation of LERN performance improvement (Trauma System, Stroke System, and STEMI System – state level and regional

 **UPDATE**

Trauma Registry

Startup of the statewide trauma registry is underway. Only designated trauma centers are required to contribute data to the statewide trauma registry. Four hospitals are now contributing data to the trauma registry. Currently there are 13,631 records in registry, including 6,923 for calendar year 2011 and 6,708 for calendar year 2012.

EMS Registry

LERN is currently receiving data from four EMS agencies and has over 95,000 records in the EMS registry. Additional agencies have recently signed agreements and will be sharing data in the near future. LERN is also working collaboratively with the Ambulance Alliance and EMS agencies participating in a federal grant project that includes EMS data import.

LERN Five Year Plan –

A) Trauma: Administrative and Clinical Components

This plan has been developed as a working document to mark LERN’s priorities and progress toward building a modern state trauma system based on national standards. The following administrative and clinical components that are summarized here and detailed in this plan document were developed from two reference documents: 1) *Model Trauma System Planning and Evaluation* by the Health Resources and Services Administration (HRSA), U.S. Department of Health and Human Services, and 2) *Regional Trauma Systems: Optimal Elements, Integration, and Assessment – Systems Consultation Guide* by the American College of Surgeons Committee on Trauma.

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

1. Authority, Leadership, and Financial Resources

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

Ref.	Building Blocks	Current Status (Sept 2013)
1.1	Establish legislative authority for a trauma lead agency to plan, develop, maintain, and evaluate the trauma system during all phases of care. This authority includes mandates for collaboration, coordination, and integration with other health care and community-based entities, namely, public health, EMS, disaster preparedness, emergency management, law enforcement, social services, and other community-based organizations.	LERN statutes were updated during Regular Legislative Session 2010 to provide LERN adequate authority to plan, develop, and maintain the trauma system.
1.2	Design and develop a trauma system leadership infrastructure that includes lead agency staff and consultants, trauma center leaders, pre-hospital leaders, rehabilitation leaders, and other key stakeholders (medical, professional, governmental, and other citizen organizations). This infrastructure includes well-defined roles for the LERN Executive Director and LERN Medical Director.	LERN has developed infrastructure that includes: a governance board, nine multidisciplinary regional commissions, state-level staff positions/org chart, and identified consultants. As an emerging organization, LERN's Executive Director and two Medical Director positions are evolving with the organization's strategic and operational priorities.
1.3	Form multidisciplinary state and regional advisory groups (LERN Regional Commissions) to coordinate trauma system planning and implementation efforts.	LERN's Board is a statewide, multidisciplinary group. LERN's nine regional commissions are multidisciplinary advisory groups as well.
1.4	Develop a trauma system plan (this Five Year Plan document) that is used to guide system development, implementation, and management.	This has not yet been completed. A trauma white paper has been written.
1.5	Secure adequate financial resources for planning, implementation, and maintenance of the trauma system.	Funding is currently inadequate to build and maintain a comprehensive trauma system. Funding is a strategic priority. Research has been conducted and a vehicle for funding has been identified.

Key Measures of Success:

Achieved:

- State legislation that establishes the authority/scope of LERN as trauma system lead agency.
- A full contingent of LERN Board members approved and seated in accordance with legislation.
- Nine fully staffed and functioning regional commissions that correspond with the nine administrative regions of DHH, established in accordance with legislation.
- A complete, board-approved, initial organizational structure/chart.
- A complete, board-approved, trauma system Five Year Plan.

Not Achieved:

- A sustainable funding source(s) adequate to support LERN operations and the development of a statewide network of designated (Level I, Level II, and Level III) trauma centers.

2. Emergency Medical Services

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

Ref.	Building Blocks	Current Status (Sept 2013)
2.1	Establish a well-defined interface between trauma system medical oversight and the medical oversight of the overall EMS system (Bureau of EMS).	Dr. Jimmy Guidry currently serves as the Medical Director for the Bureau of EMS. Dr. Guidry is a LERN Board Member.
2.2	Establish a well-defined interface between the trauma specialty physician leaders and the Bureau of EMS medical director.	
2.3	Establish a well-defined role for the LERN Medical Director in the development, implementation, and ongoing evaluation of pre-hospital system dispatch protocols and patient care to ensure they are congruent with the trauma system design.	LERN entry criteria and destination protocol being evaluated to meet current national standards as well as serve state trauma population. The LERN Medical Director in integral in this process.
2.4	Establish and maintain system-wide, pre-hospital triage criteria to ensure that trauma patients are appropriately managed and transported to an appropriate facility based on their injuries. Ensure acceptable and system-defined rates of sensitivity and specificity for appropriately identifying a major trauma patient.	Statewide LERN entry protocol adopted in 2011. It has been revised as the system changes. EMS provider organization participation agreements are in place. Most EMS organizations in Louisiana have signed the LERN Participation agreement.
2.5	Provide a universal access number for citizens to access the EMS/trauma system with dispatch of appropriate medical resources (911).	911 emergency number is available to citizens across Louisiana. LERN communications interface with EMS dispatch service is in place across Louisiana.
2.6	Develop a central communication system for the EMS/trauma system to ensure field-to-facility bidirectional communications, inter-facility dialogue, and all-hazards response communications among all system participants.	The LERN Communications Center (LCC) is interfaced with EMS dispatch, participating EMS provider organizations, participating hospitals, and the state's all-hazards response infrastructure. The (LCC) has phone and radio communication capability. This allows for redundant communication. The LCC is on the LWIN network that serves all fire, police, and EMS statewide. Radio has been used in everyday patient care as well as managing drill and live MCI events.
Ref.	Building Blocks	Current Status (Sept 2013)

2.7	Conduct a statewide resource and needs assessment evaluating the availability and geographic distribution of EMS personnel and resources available to arrive at scene promptly and expeditiously transport the patient to the correct hospital by the correct transportation mode.	Although no formal study of this kind has been conducted, LERN does have a good understanding of available EMS resources statewide due to its ongoing efforts to recruit, enroll, and retain participating EMS provider organizations. LERN also gains a unique perspective via everyday operations in the call center.
2.8	Set guidelines for pre-hospital personnel for initial and ongoing trauma training (including protocols) and required trauma certifications, in cooperation with the pre-hospital certification and licensure authority.	
2.9	Establish incentives for individual agencies and institutions to seek state or nationally recognized accreditation in areas that will contribute to overall improvement across the trauma system.	

Key Measures of Success:

Achieved:

- Approved and deployed pre-hospital dispatch and patient care protocols and triage criteria that are congruent with the trauma system design.
- Activated universal access number for citizens to access the EMS/trauma system.
- Activated central communication system for the EMS/trauma system that includes all regions of the State.

Not Achieved:

- Signed interface agreement between the Bureau of EMS and LERN relative to trauma training and certifications
- Published final report of findings based upon a completed statewide EMS needs assessment.

3. Definitive Care Facilities

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

Ref.	Building Blocks	Status
3.1	Conduct a statewide resource and needs assessment evaluating the availability and geographic distribution of definitive care facilities. Define clearly the roles and responsibilities of all acute care facilities treating trauma and of facilities that provide care to specialty populations (burn, pediatric, SCI, etc.).	Although no formal study of this kind has been conducted, LERN does have a good understanding of available acute care hospital resources statewide due to the ESF-8 Resource Management portal, ongoing efforts to recruit, enroll and retain participating hospital agreements and due to daily call center operations.
3.2	Develop and monitor a system to ensure that when injured patients arrive at a medical facility that cannot provide the appropriate level of definitive care, the patients are expeditiously transferred to the appropriate system-defined trauma facility.	The LERN Communication Center facilitates transfer processes. The Regional Commissions in conjunction with the trauma centers (where available) conduct education and outreach to ensure timely transfers.
3.3	Establish and deploy a procedure for communications among medical facilities when arranging for inter-facility transfers, including contingencies for radio or telephone system failure.	LERN Communication Center facilitates interfacility transfers. Back-up communications are in place for EMS. The LCC also monitors regional HRSA radio talk-groups that can be used to communicate with hospitals and emergency preparedness personnel/DRC network.
3.4	Set appropriate levels of trauma training for nursing personnel who routinely care for trauma patients in acute care facilities. Ensure that approved trauma training courses are provided for nursing personnel on a regular basis.	LERN teaches Trauma Nursing Core Curriculum. Since January 2012 >300 nurses statewide have obtained certification. The course had been conducted in every region of the state.
3.5	Ensure that all nursing personnel who routinely provide care to trauma patients have an appropriate trauma training certificate, in cooperation with the nursing licensure authority.	LERN teaches Trauma Nursing Core Curriculum. Since January 2012 >300 nurses statewide have obtained certification. The course had been conducted in every region of the state.
3.6	Ensure that physicians who routinely provide care to trauma patients have an appropriate trauma training certificate and ongoing education, in cooperation with the physician licensure authority.	

Key Measures of Success:

Achieved:

- Published statewide map/document that identifies the inventory of definitive care facilities (by level designation) participating in the statewide trauma network.
- Approved and deployed system to guide inter-facility transfer of trauma patients.

Not Achieved:

- Signed interface agreement between nursing licensure authority and LERN relative to trauma training and certifications.
- Signed interface agreement between physician licensure authority and LERN relative to trauma certifications and ongoing education.

4. Rehabilitation

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

Ref.	Building Blocks	Current Status (September 2013)
4.1	Conduct and regularly update a comprehensive inventory that identifies the availability and distribution of current rehabilitation capabilities and resources (pediatric and adult).	
4.2	Incorporate within the trauma system design and the trauma center standards, requirements for rehabilitation services, including inter-facility transfer of trauma patients to rehabilitation centers.	ACS verification (and therefore state designation) of trauma centers requires transfer agreements with rehabilitation facilities/Centers.
4.3	Establish a process for rehabilitation centers and outpatient rehabilitation services to a) provide data on trauma patients to the central trauma registry – including final disposition, functional outcome, and rehabilitation costs, and b) participate in performance improvement processes.	

Key Measures of Success

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

5. Disaster Preparedness

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

Ref.	Building Blocks	Current Status (Sept 2013)
5.1	<p>Complete a resource assessment of the trauma system's ability to expand its capacity to respond to mass casualty incidents (MCIs) in an all-hazards approach – includes evaluation of capacity to address special needs patients. Complete a gap analysis based on the resource assessment for trauma emergency preparedness.</p>	<p>Resource Assessment: HPP Grant conducts a 42-page survey every two years that covers a range of topics. One to two pages of this survey is offered to LERN to ask specific questions that may be pertinent to LERN's mission. Notably, in 2009 Emergency Preparedness Section recruited a student to call all of the hospitals and ascertain which trauma services were available and what hours. This data was provided to LERN.</p> <p>Resource Management: These products were organized, developed and purchased with HPP grant dollars. These products assist LERN when actively placing patients. A recent development is new screens for STEMI, burn, and special needs populations.</p> <p>Gap Analysis: These two products listed above are NOT a replacement for a formal gap analysis related to trauma/LERN. The gap analysis and/or decision point to evaluate trauma/LERN in light of current resources and capacity was a project that ESF-8 would support and assist but does not currently "own."</p>
5.2	<p>Authorize and implement a consultation of external experts to assist in identifying current status and needs of the trauma system to be able to respond to MCIs.</p>	<p>Regional Level: The Hospital and/or EMS Designated Regional Coordinators actively participate in the Regional Commissions. To this end, ESF-8 is actively engaged as a partner in identifying current status and needs of the trauma system to respond to MCIs.</p> <p>State level: Jimmy Guidry, MD is the Medical Director to the HPP Grant. He is also the Incident Commander during a state declared disaster for ESF-8 activities. To this end, ESF-8 is represented at the state-level LERN Board.</p> <p>ESF-8 supports LERN Board as the "authority" of external experts to assist in identifying current status and needs</p>

		<p>of the trauma system to be able to respond to MCIs.</p> <p>December 2011, LERN signed a MOU with ESF-8 to act as the 24/7 “information coordinator” for unfolding events in Louisiana.</p>
5.3	<p>Develop and establish operational trauma and all-hazards response plans for the EMS, the trauma system, and the all-hazards medical response system.</p>	<p>Planning: The HPP Grant has facilitated the development of Chemical, Biological, Radiological, Nuclear/ Natural and Explosives (CBRNE) plans. These plans are in various stages of development. LERN has participated in the planning phases to coordinate efforts in response with emergency personnel.</p> <p>LERN Response: ESF-8 has responded to live disaster quite frequently – i.e., H1N1, Gulf Oil Spill, Tornados, Hurricanes, River Cresting Event, Severe Weather, Williams explosion and the CF explosion. These response activities provide opportunities on a frequent basis to activate the DRC network, Public Health network, communications plans, situation reporting structures, radio network, etc. LERN is currently working with DRC network to further develop processes related to response and notification in all-hazard events.</p>
5.4	<p>Create an ongoing cooperative working relationship between LERN, DHH-ESF8, and OEP-GOHSEP to ensure trauma system readiness for all-hazards events.</p>	<p>December 2011, LERN signed a MOU with ESF-8 to act as the 24/7 “information coordinator” for unfolding events in Louisiana.</p> <p>In addition to assisting in two live military jumps, LERN actively participates in state and regional level drills.</p> <p>DHH ESF-8 and GOHSEP sit on the LERN Board.</p>
5.5	<p>Develop and implement a plan to test the trauma system’s expanded response capabilities and surge capacity routinely through all-hazards simulated events (including natural, unintentional, and intentional trauma-producing events).</p>	<p>See 5.3: There are frequent opportunities (live disasters) that have leveraged ESF-8 to test and expand the DRC network. LERN continues to participate in simulated events throughout the state to integrate the LCC functions for patient direction with the ESF-8 partner’s management of patients and resources. In addition to regional drills, LERN participated in recent statewide drill to test capacity of facilities in a major event (hurricane).</p>

		Multi-Year Exercise and Training Document: ESF-8 provides input to the state's Multi-Year Exercises and Trainings Document – a FEMA required document that identifies an exercise schedule for all state agencies and ESFs.
5.6	Establish for the trauma system an access to additional equipment, materials, and personnel for large-scale traumatic events.	LERN coordinates communication and resources during events by working closely with EMS agencies, DRC's (hospital and EMS), emergency departments, and other agencies specific to the event. Through partnerships with other agencies LERN can activate additional resources (example: Southern Regional Disaster Burn Plan).

Key Measures of Success

- Published comprehensive assessment report (with gap analysis) identifying current status and needs of the trauma system to be able to respond to MCIs.
- Signed interface agreement between LERN, DHH-ESF8, and OEP-GOHSEP relative to all-hazards events.
- Adopted plan to test trauma system capabilities through all-hazards simulated events.
- A completed all-hazards simulated event, as prescribed in the adopted test plan.
- Signed agreement(s) that provide LERN access to additional resources for large-scale traumatic events.

6. Trauma Management Information System

The trauma system includes a management information system (MIS) designed to provide system-wide data that allows and facilitates evaluation of the structure, process, and outcomes of the entire trauma system; all phases of care (pre-hospital, hospital, and rehabilitation) and their interactions.

Ref.	Building Blocks	Current Status (Sept 2013)
6.1	Design and develop a trauma MIS including identification of included registries/databases and roles and responsibilities for agencies and institutions regarding data collection. Design the trauma MIS to include data/information that facilitates ongoing injury surveillance and assessment, assurance, and improvement of trauma system performance and outcomes.	The LERN Board adopted data sets for the Trauma Registry and for the EMS Registry. Currently there are > 13,000 records in the Trauma Registry and > 100,000 records in the EMS registry. Business Associate and Participation Agreements are in place and LERN is actively engaging additional providers to enter data into the state systems.
6.2	Develop standards for trauma MIS data collection, utilizing national standards where practical, such as the National Highway Traffic Safety Administration's National Emergency Medical Services Information System (NEMSIS) and American College of Surgeons National Trauma Data Standard.	LERN is building its trauma registry consistent with recognized national standards.
6.3	Develop processes to evaluate the quality, timeliness, completeness, and confidentiality of data collected.	LERN is building quality standards into its trauma registry infrastructure.
6.4	Acquire the analytic tools and organizational capacity to monitor the injury prevention and control components of the trauma system and to rapidly and consistently report information to vested parties.	LERN has created an annual report for hospital registry data in 2011 and 2012. Quarterly meetings are conducted with registrars from each facility currently submitting data to discuss improving data quality, consistent use of data elements, and data reporting.

Key Measures of Success

Achieved:

- Published master document identifying all key elements of the trauma MIS, including:
 - Registries/databases included in the trauma MIS
 - Roles and responsibilities for agencies and institutions
 - Key processes and activities required to maintain the trauma MIS
 - National and/or state standards utilized for data collection
 - Resources required to maintain trauma MIS, including technology and human resources
 - Description of data analysis and reporting capabilities
 - Controls designed to maintain data quality and confidentiality

Not Achieved:

- Operational MIS is fully supporting the trauma system's adopted quality improvement and performance improvement processes/activities.

7. System-wide Quality Improvement and Performance Improvement

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

Ref.	Building Blocks	Current Status (August 2011)
7.1	Design and develop a performance improvement function (roles, processes, and activities) that utilizes data/information available through the trauma MIS to assess all aspects of trauma system performance and improve quality of care. The design should promote inclusive multidisciplinary and multiagency review of cases, events, concerns, regulatory issues, policies, procedures, and standards that pertain to the trauma system.	LERN's current quality improvement activities are limited to processes and reports focused on the performance of the LERN Communications Center and the appropriateness of interaction between the LERN Communications Center, participating EMS providers, and participating hospitals.
7.2	Develop a system of regular evaluation of all licensed acute care facilities that provide trauma care to trauma patients, including designated trauma hospitals. Purpose is to improve trauma care as measured by patient outcomes and maintain trauma system designations.	
7.3	Establish and maintain a structured mechanism to inform, in a timely manner, all personnel about newly instituted protocols and treatment approaches.	
7.4	Integrate the financial aspects of the trauma system into the overall performance improvement function to ensure ongoing fine-tuning and cost-effectiveness.	

Key Measures of Success

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

8. Research

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

Ref.	Building Blocks	Current Status (August 2011)
8.1	Establish processes designed to make trauma system data available to investigators.	Registry reports for 2012 are posted on the LERN Website. The board approved a Trauma and EMS Registry Data Request Policy.
8.2	Support the development of competitive grants or contracts that provide funds to support research activities.	
8.3	Develop mechanisms to engage the general medical community and other system participants in their research findings and performance improvement efforts.	

Key Measures of Success

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

9. Injury Prevention and Outreach

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

Ref.	Building Blocks	Current Status (August 2011)
9.1	Complete a needs assessment focused on the public information needed for media relations, public officials, general public, and third-party payers, thus ensuring a better coordination of injury control and prevention efforts.	
9.2	Develop and begin implementation of a public outreach plan aimed at injury prevention and trauma system development utilizing the assessment results from 9.1 (above).	
9.3	Develop and begin implementation of an outreach plan aimed at the general medical community concerning trauma system and injury control information.	
9.4	Establish and execute an annual multidisciplinary trauma conference that encourages system and team approaches to trauma care.	
9.5	Develop trauma system databases that are available for routine public health surveillance.	The EMS and Trauma Registries are in use but we need to expand provider participation before the data can be used for significant public health surveillance.
9.6	Design, prepare, and publish annual reports on the status of injury prevention and trauma care in the system.	

Key Measures of Success

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

B) STEMI

Background:

ST-segment myocardial infarction (STEMI) is a time-critical illness resulting from complete closure of a major coronary artery, and causes significant morbidity and mortality. Nationally, the incidence of STEMI is approximately 300,000 patients per year with an annual cost to Louisiana of approximately \$2.2 million. Strategies for treating STEMI include reperfusion (reopening the artery) via primary percutaneous coronary intervention (PCI) or thrombolytic therapy; the former is more effective and safer but less available due to the need for infrastructure. Thrombolytics are superior to no reperfusion therapy but must be delivered quickly to be effective. Challenges to timely care include patient recognition of symptoms; early access to medical attention; ability to diagnose STEMI in the field by performing pre-hospital EKGs (either transmitting to a receiving center which activates the cath lab prior to arrival or allowing EMS providers to activate the cath lab from the field); and triage to centers capable of providing primary PCI within 90 minutes or administering thrombolytics within 30 minutes.

Purpose:

The outcome goal of this initiative is fulfill the legislative mandate that LERN work with the department of health and hospitals to develop ST segment elevation myocardial infarction (STEMI) systems that are designed to promote rapid identification of, and access to, appropriate STEMI resources statewide.

1. Emergency Medical Services

Building Blocks	Current Status (September 2013)
Assess the current percent of Louisiana pre-hospital providers who have systems in place to provide early identification of STEMI patients.	STEMI survey conducted at the end of 2011. Survey analyzed and results reported to the board in 2012. Response Rate: PCI Hospital: 38/44 = 86% Non PCI Hospital: 44/71 = 62% EMS: 45/69 = 65%
ST-elevation myocardial infarction patient for reperfusion (“STEMI medical scene”) has same priority as 911 and trauma calls. This includes calls requesting transfer from a referral center to a PCI Receiving center.	
Enhanced education of paramedics in EKG interpretation (preferably by local physicians) to develop relationships and trust between pre-hospital and hospital-based providers.	Cardiac champions have been identified in each region and ratified by the LERN Board. There is much work needed in relation to educational efforts.
Engagement of EMS and hospital physician leadership in local EKG education for paramedics. Creation of “point person” to serve as liaison between EMS and hospitals to facilitate data sharing and educational efforts.	Cardiac champions have been identified in each region and ratified by the LERN Board. There is much work needed in relation to educational efforts.

<p>Empower individual Regions to create protocols specific to their Region for triage and bypass. Efforts to standardize this process centrally run the risk of failing to account for local factors, whereas allowing an individual Region to develop its own system improves the likelihood of successful implementation.</p>	<p>The Statewide STEMI Workgroup developed and the LERN Board approved:</p> <ul style="list-style-type: none"> • STEMI Triage Protocols for Pre-Hospital Providers • STEMI Triage Protocol for Patients Self-Presenting to STEMI Referral Centers <p>Regions can adopt these triage protocols in totality or use them as a guide to create their own.</p> <p>Bypass methodology is built into the triage protocol relative to the time constraints.</p>
<p>Creation of standardized data tracking system, to allow analysis of patient flow from point-of-entry into medical system through definitive care (primary PCI or thrombolytics). The data tracking system should incorporate reporting back to referring EMS/non-PCI hospital to guide further system improvement.</p>	
<p>ECG obtained on all patients with typical acute coronary symptoms age 30 and older, and patients with atypical symptoms (epigastric pain, arm pain, diaphoresis, shortness of breath, syncope) age 50 and older.</p>	
<p>Early notification of the receiving hospital on all STEMI patients prior to arrival that includes direct communication with the physician capable of activating a reperfusion plan regarding symptom onset, ECG findings, and reperfusion checklist As appropriate.</p>	<p>Early notification is built into the triage protocol: “EMS EKG interpreted or transmitted to hospital for MD consult for bypass and activation”</p> <p>This will need to be included as an objective in EMS education offerings.</p>

Key Measures of Success:

- Each regional EMS system has adopted protocols to deliver STEMI patients to the PCI Receiving Center when within 90 minute door to needed time frame; these protocols must include the ability to bypass referral centers.
- Paramedics are competent in 12 lead interpretations. Ideally these educational offering will be led by the regional physician champion.
- Transfer plans in place between PCI referral centers and EMS to secure rapid 911 level transfers of STEMI patients from referral centers to receiving centers.

2. PCI Hospitals

Building Blocks	Current Status (September 2013)
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Assess the current percent of Louisiana acute care hospitals ready to treat acute STEMI patients.	<p>STEMI survey conducted at the end of 2011. Survey analyzed and results reported to the board in 2012.</p> <p>Response Rate: PCI Hospital: 38/44 = 86% Non PCI Hospital: 44/71 = 62% EMS: 45/69 = 65%</p>
All PCI hospitals should develop protocols for pre-hospital cath lab activation, either using pre-hospital EKG transmission or based on EMS interpretation of EKG.	This is a state requirement in order to be considered a STEMI Receiving Center.
Creation of standardized transfer protocols between PCI and non-PCI centers, with tracking of inter-hospital transfer times.	
Creation of standardized data tracking system, to allow analysis of patient flow from point-of-entry into medical system through definitive care (primary PCI or thrombolytics). The data tracking system should incorporate reporting back to referring EMS/non-PCI hospital to guide further system improvement.	
Establish state requirements for STEMI Receiving Centers.	<p>The Statewide STEMI Workgroup developed STEMI Receiving Center Requirements and these were adopted by the LERN Board of Directors in 2011.</p> <p>All hospital CEO's are in the process of attesting to their ability to meet the STEMI Receiving center requirements on a 24/7 basis.</p>

Key Measures of Success:

- STEMI Receiving Centers identified across the state and robust communication plan to educate: referral centers, EMS and public.
- All PCI Centers entering data into ACTION Registry.
- No diversion policy adopted by all PCI Receiving Centers including agreements established with regional referral centers.
- Active performance improvement between PCI Receiving Centers, Referral Centers and EMS.

3. PCI Referral Centers

Building Blocks	Current Status (September 2013)
Assess the current percent of Louisiana acute care hospitals ready to treat acute STEMI patients.	<p>STEMI survey conducted at the end of 2011. Survey analyzed and results reported to the board in 2012.</p> <p>Response Rate: PCI Hospital: 38/44 = 86% Non PCI Hospital: 44/71 = 62% EMS: 45/69 = 65%</p> <p>CEO's across the state are currently submitting attestations for PCI Receiving Center vs. PCI Referral Center Status.</p>
For those non-PCI centers with an available PCI Center within 60 minute travel time, formal transfer protocols should be implemented. These protocols should include universal acceptance of patients at the PCI Center (never on divert, pre hospital cath lab activation, patient education about need for timely care at most capable facility, etc). For non-PCI centers without nearby PCI centers, protocols for thrombolytics within 30 minutes and urgent transfer to PCI center should be developed.	<p>Never being on divert in part of the PCI Receiving Center requirements. We have researched and identified a template for transfer agreements. The LERN Board of Directors has approved the STEMI Protocol for Patients Self-Presenting to STEMI Referral Centers.</p>
Patient education about need for timely care at most capable facility. Consider modeling protocols after Trauma system wherein patients are brought directly to Trauma Center if they meet criteria.	
Non-PCI Centers choosing a PCI strategy should develop formal agreements with local EMS providers for emergent (911 level prioritization) transfer of patients to PCI Center.	
Creation of standardized data tracking system, to allow analysis of patient flow from point-of-entry into medical system through definitive care (primary PCI or thrombolytics). The data tracking system should incorporate reporting back to referring EMS/non-PCI hospital to guide further system improvement.	

Key Measures of Success:

- Protocol in place to achieve door–in–door–out time of ≤ 30 minutes for all STEMI patients when there is a STEMI Receiving center in 60 minutes transport time.
- If outside the 60 minute transport time, there is a treatment plan in place for thrombolytics followed by urgent transfer to a Receiving Center.
- Agreements in place with receiving centers to facilitate rapid transfer of all STEMI patients.
- Agreements in place with EMS providers to give 911 level prioritization for all transfers from the Referral Center to the Receiving Center.

C) Stroke

Background:

The public health implications of stroke care in the United States and worldwide are profound. Stroke is currently the fourth-leading cause of death in the United States and a major cause of long-term disability. Improved stroke systems of care can ensure proper treatment of stroke patients with a reduction in death and disability. A fully functional stroke system of care that reduces stroke related deaths by just 2% to 3% annually would translate into 20,000 fewer deaths in the United States alone and approximately 400,000 fewer deaths worldwide. The United States Centers for Disease Control and Prevention ranks Louisiana as the ninth highest state for stroke death (2009). Stroke is the fourth highest killer of Louisiana residents.

Purpose:

The outcome goal of this initiative is fulfill the legislative mandate that LERN work with the department of health and hospitals to develop stroke systems that are designed to promote rapid identification of, and access to, appropriate stroke resources statewide.

1. Emergency Medical Services

Building Blocks	Current Status (September 2013)
EMS leaders in coordination with local, regional, and state agencies and in consultation with medical authorities and local experts should develop triage paradigms and protocols that ensure that all patients with a known or suspected stroke are rapidly identified and assessed by use of a validated and standardized instrument for stroke screening such as the FAST (face, arm, speech test) scale, LAPSS, or the Cincinnati Pre-hospital Stroke Scale.	The LERN State Stroke workgroup commissioned an EMS sub-committee to develop a triage guideline, the “LERN Stroke Care Guideline”. The use of the Cincinnati Stroke Scale is part of the guideline. EMS leaders from across the state assisted in the development of this guideline. Next steps will include education of all EMS providers and promote the standardized adoption of this protocol across the state.
Education plan established to ensure proper stroke related education and training of EMS personnel that includes the importance of establishing the “last time seen normal/symptom onset”, promotion of understanding the “window of opportunity” for tPA administration and that all stroke calls are assigned the highest priority and response by EMS in the pre-hospital setting.	
A very clear and efficient system exists by which EMS responders are directed to the nearest appropriate stroke center facility.	LERN is in the process of working with the State stroke workgroup and the EMS stroke sub-committee to establish destination guidelines for pre-hospital and secondary transfer.
Creation of standardized data tracking system, to allow analysis of patient flow from point-of-entry into medical system through definitive care. The data tracking system should incorporate reporting back to referring	

<p>EMS/non stroke hospital to guide further system improvement.</p>	
<p>Due to evidence that stroke patients who enter the medical system via a 9-1-1 call typically receive more timely care and are more likely to be treated with intravenous tPA, there is a strategy to educate the public on the importance of engaging 9-1-1 for transport.</p>	
<p>Several studies have shown that pre-hospital notification by EMS reduces door-to-imaging, door-to-needle, and intra-hospital transport times in patient with acute stroke. Protocols that include pre-hospital EMS notification that a stroke patient is en route should be used routinely.</p>	<p>Stroke survey conducted at the October 2012. Survey analyzed and results reported to the board.</p> <p>Response Rate: EMS: 44% Response Rate 21 of the 24 EMS providers that responded to the survey (87%) reported that they pre-alert hospitals of possible stroke patients prior to arrival.</p>

Key Measures of Success:

- Each regional stroke system has adopted protocols to deliver stroke patients to the nearest appropriate stroke facility, these protocols must include the ability to bypass non-stroke centers.
- Paramedics understand the symptoms of stroke and are actively engaged in educating their communities regarding the symptoms and the importance of calling 9-1-1.
- Transfer plans in place between Level III and Level IV centers and EMS to secure rapid 911 level transfers of specific stroke patients from referral centers to the higher level stroke centers.

2. Hospitals

Building Blocks	Current Status (September 2013)
<p>Assess the current percent of Louisiana acute care hospitals ready to treat acute stroke patients.</p> <p>Each hospital should have a policy that indicates the type and level of care it can provide. These capabilities should be communicated to the local municipal and regional EMS authorities.</p>	<p>Stroke survey conducted at the end of 2012.</p> <p>Response Rate: Out of 120 possible hospitals, we received responses from 70 = 59% response rate.</p> <p>In addition to this survey, in May of 2013 began requesting that each hospital across the state attest to their stroke care capability as it relates to the Board approved LERN Stroke Levels. This should be completed by the end of September 2013.</p>
<p>Recognized stroke centers have requirements that practitioners knowledgeable in the diagnosis and treatment of stroke are responsible for responding to patients with an acute stroke 24 hours a day, 7 days a week. A minimum of one of these designated practitioners is able to respond to the patient's bedside within 15 minutes of notification.</p> <ul style="list-style-type: none"> - These practitioners will include physicians, and may also include nurses, nurse practitioners, and physician assistants from any unit or department as determined by the organization. - Emergency department licensed independent practitioners have 24 hour access to a timely, informed consultation about the use of IV thrombolytic therapy, which is obtained from a physician privileged in the diagnosis and treatment of ischemic stroke. (can be accomplished by telemedicine) 	<p>This is a state requirement in order to be considered a LERN Level I, II or III Stroke Hospital.</p> <p>Level I and Level II stroke hospitals must achieve Joint Commission Comprehensive Stroke Center (CSC) Certification or Primary Stroke Center (PSC) Certification. LERN must develop a mechanism to validate Level III centers.</p>
<p>All LERN level I, II, and III stroke hospitals have the ability to perform CT on site within 25 minutes of patient arrival and interpret within 45 minutes.</p>	<p>This is a state requirement in order to be considered a LERN Level I, II or III Stroke Hospital. LERN must develop a mechanism to validate Level III centers.</p>
<p>Protocols in place at LERN Level I, II and III hospitals to ensure door to needle times of 60 minutes from arrival.</p>	<p>This is a state requirement in order to be considered a LERN Level I, II or III Stroke Hospital. LERN must develop a mechanism to validate Level III centers.</p>
<p>Creation of standardized transfer protocols between stroke centers and non-stroke centers, with tracking of inter-hospital transfer times.</p>	
<p>Creation of standardized data tracking system, to allow analysis of patient flow from point-of-entry into medical system through definitive care (tPA administration, medical or surgical management). The data tracking system</p>	

should incorporate reporting back to referring EMS/non-stroke hospital to guide further system improvement.	
Transfer protocols in place for Level 4 (Non-stroke hospitals) for the transfer to higher levels of care with written and agreed upon relationships with Level I, II, and III centers.	

Key Measures of Success:

- Hospitals across the state have policy that indicates the type and level of care it can provide. These capabilities are communicated to local and regional stakeholders.
- Protocols for inter-hospital transfer of patients are established and approved beforehand so that efficient patient transfers can be accomplished at all hours of the day and night.
- Each LERN level I, II, and III stroke hospital is entering stroke data into Get With the Guidelines.

This Five Year Plan is an update of LERN’s Build Out Plan 2013-2018

Regional Commissions Geographic Map



LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS OFFICE OF PUBLIC HEALTH Administrative Regions

- Region 1
- Region 2
- Region 3
- Region 4
- Region 5
- Region 6
- Region 7
- Region 8
- Region 9



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