

Invitation to Bid

LSUHSC Shreveport		LSU Health Sciences Center	BIDS WILL BE PUBLICLY OPENED:	
VENDOR NO. : SOLICITATION : 006948 OPENING DATE : 08/31/2015			August 31, 2015	02:00 PM
		Return Sealed Bid to: Purchasing Department 1501 Kings Highway PO Box 33932 Shreveport LA 71130		
		BUYER : Hartgrove, Jeffrey BUYER PHONE : 318/675-5285 DATE ISSUED : 08/06/2015 REQ. NO : FISCAL YEAR : 0		
PROFESSIONAL BILLING				
INSTRUCTIONS TO BIDDERS				
<p>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</p> <p>2. FILL IN ALL BLANK SPACES.</p> <p>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</p> <p>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</p> <p>5. SPECIFY YOUR PAYMENT TERMS: . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</p>				
BY SIGNING THIS BID, THE BIDDER CERTIFIES:				
<p>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</p> <p>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</p> <p>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</p>				
THE BIDDER FURTHER CERTIFIES:				
<p>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</p> <p>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</p> <p>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</p> <p>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</p> <p>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</p>				
6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE				
7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.				
8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO				
VENDOR PHONE NUMBER:		TITLE	DATE	
FAX NUMBER:				
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)		

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<p>L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:</p> <ul style="list-style-type: none"> (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED 	

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IN GOOD CONDITION;

(3) MISREPRESENTATION BY THE CONTRACTOR;

(4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE;

(5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;

(6) ANY OTHER BREACH OF CONTRACT.

21. DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

22. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

23. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

24. EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.

25. SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

26. IDENTITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.

29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.

30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY THE LINE NUMBER (S) _____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

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<p>DO YOU HAVE A LOUISIANA BUSNIESS WORK FORCE? YES _____ NO _____</p> <p>IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?</p> <p>YES _____ NO _____</p> <p>FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE;</p> <p>OR</p> <p>31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT;</p> <p>OR</p> <p>31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p>	

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PRICE SHEET		Page 5 of 5			
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UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description	Qty	UOM	Unit Price	Extended Amount
1	Professional clinical charge processing and collection of accounts receivable per the attached specifications. Specify brand, model bid(if applicable) <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>	1.00	EA		

SPECIFICATIONS FOR PROFESSIONAL CLINICAL CHARGE PROCESSING
AND COLLECTION OF ACCOUNTS RECEIVABLE

1. Introduction:

1.1. The Louisiana State University Health Science Center-Shreveport (LSUHSC) is a state public medical school in Shreveport, LA. LSUHSC is seeking a single vendor to provide the maximum reimbursement for professional clinical charge processing and collection of accounts receivable.

1.2. The Medical School:

1.3. During the 2014 fiscal year (July - June), LSUHSC admitted approximately 21,068 patients and approximately 26,276 surgical patients were treated. In addition, LSUHSC welcomed 383,871 ambulatory clinic visits. Approximately 69,569 emergency room visits occurred during fiscal year 2014.

1.4. LSUHSC is seeking a single responsible and responsive vendor to provide the maximum reimbursement for professional services billing and collections of active accounts receivable which are considered accounts prior to bad debt placement. These charges are primarily for professional services provided at LSUHSC, including, but not limited to, physician services, expanded practice providers services, and other receivables as identified by LSUHSC, including, but not limited to facility accounts receivable that accrued prior to October 1, 2013. LSUHSC provide medical care to primarily Louisiana residents whose payer mix includes Medicare, Medicaid, Private Insurance, Managed Care, Self-pay and Free Care. Other professional services may be added during the contract for professional billing services, as identified by LSUHSC.

1.5. LSUHSC Shreveport serves as a teaching base for Louisiana State University Medical School.

1.6. For the purposes of this document, the terms "vendor", "bidder" and "contractor" are interchangeable. The term "shall" denotes mandatory requirements per (RS: 39:1556(24)). The term "must" denotes mandatory requirements. The term "may" denotes an advisory or permissible action. The term "should" denotes a desirable action.

2. Statement of Work:

2.1. The work will consist of billing current charges, and backlogs, if any, of primarily professional services and collections of active and aged accounts receivable. Vendor performance will be monitored by LSUHSC and all claims will be handled in a timely fashion.

2.2. Contractor shall be capable of delivering the services as described below:

2.2.1. Capture charge detail and patient demographics as identified by LSUHSC.

2.2.2. Prepare, bill and collect current charges as well as bill and collect any backlogged charges, either electronically or by paper claim submission.

2.2.3. Use the Contractor's own billing system and computer resources, utilizing a data feed through EPIC.

2.2.4. Obtain service and demographic information for charges in a method that causes the least interruption to the routine operations of LSUHSC.

2.2.5. Perform in a timely manner all actions in 2.2.1 through 2.2.4 above and the necessary follow-up procedures, including but not limited to:

2.2.5.1. Handling all telephone inquiries relating to contractor's billing.

2.2.5.2. Responding to all written correspondence.

2.2.5.3. Performing thorough billing services on all third party and self-pay claims, secondary and subsequent billing procedures in order to maximize the net reimbursement possible for each charge in accordance with state and federal regulatory guidelines; performing patient billing and collection of current active accounts receivable and identifying and assisting patients in obtaining financial assistance as requested.

2.2.5.4. Handle all Medicare, Medicaid, and commercial billing, reprocessing, and denial claims.

2.3. On a monthly basis, the contractor will work with LSUHSC staff to reconcile payments that are posted in the Contractor's system to what has been deposited into LSUHSC's bank account. An electronic version of the reconciliation shall be provided monthly to the LSUHSC staff or designee.

2.4. Be responsible for all activities from collecting patient information, coding the claim, creating the charges, producing a bill, submitting claims to patients and third party payers for reimbursement, and the collection and electronic and manual payment posting of all professional fees of active accounts receivable.

2.5. Provide timely information on accounts that all collection efforts, short of agency collection efforts, shall be returned to LSUHSC upon request. LSUHSC will select the collection company and will advise the Contractor of the procedures regarding turn over to collections. Electronic files of patient data will be sent to the collection agency by the contractor on a monthly basis or as per the policy designed for the account. The contractor will obtain acknowledgment of receipt of the data file. All collection agency reports shall be obtained by LSUHSC directly from the agency. The Contractor will work with LSUHSC to support reconciliation of turnovers. The Contractor shall not be entitled to any fees associated with collection company efforts and recovery.

2.6. At LSUHSC's discretion, the timeframe within which the accounts are returned may be modified.

2.7. Provide all requested reports as indicated in Section 3.10.

2.8. LSUHSC is seeking only the services outlined in the advertised Invitation for Bid and no others. What is described in the Invitation for Bid and the subsequent purchase order/contract is the entire scope of services to be provided in this contract. If there is a conflict between the language in the

Invitation for Bid and the purchase order/contract, the Invitation for Bid shall control. Nothing in this contract shall be construed in such a manner as to require the use of any specific manufacturer's equipment, hardware, software or systems except as to meet the specifications and the general and special conditions outlined in this purchase order.

2.9. Please be advised that LSUHSC is using an Electronic Health Record System (EHR). The selected vendor for this service is EPIC Systems Corporation. Use of the EPIC System shall require that the selected professional billing vendor have the ability to interface with this system to obtain patient information for professional billing purposes. Qualified vendors must have established successful interfaces for a minimum of three years.

3. Contractor's Requirements

3.1. The contractor shall demonstrate evidence of experience and capacity to meet the contract's requirements as set forth in this section and to qualify as a responsive and responsible bidder for the purpose of this request.

3.2. The contractor shall be able to perform the above tasks without interfering in any way with the ongoing routine operations of LSUHSC or with the activities of any other consultants to LSUHSC.

3.3. The contractor shall possess sufficient electronic data interchange "EDI" capacity (i.e. personnel, equipment and expertise) to perform the scope of services described herein. LSUHSC and/or the professional service departments may be available to provide minimal assistance with programming or analysis only when imperative. Vendor must be able to accept a real-time HL-7 interface from the EPIC system. Vendor will notify LSUHSC of inconsistencies between the files received and the log provided by LSUHSC. Vendor will notify LSUHSC of significant volume or other notable irregularities.

3.4. The contractor shall provide all personnel required to perform services under this agreement and ensure that personnel are certified and properly trained. Vendor must have staff to perform Medicaid, Medicare, private insurance, and managed care provider enrollment of new providers and new government and non-delegated contracts and maintain current status with all such payers for existing providers. LSUHSC shall be responsible for timely notifying Vendor of all applicable providers. In using coders, certified coders experienced in professional billing are preferred and will be an expense of the contractor.

3.4.1. Ensure that coders receive coding training that addresses:

3.4.1.1. Specific government and private payer reimbursement principles;

3.4.1.2. Improper coding practices (i.e., upcoding, under-coding, unbundling, and assumption coding);

3.4.1.3. Coding documentation requirements;

3.4.1.4. Communication and reporting requirements as they relate to professional billing; and

3.4.1.5. Certification/credentialing of coders.

3.4.2. Ensure that all coders have readily available and accessible current coding and billing reference material, including: up-to-date ICD, HCPCS and CPT Code Books.

3.5. The contractor shall possess the mechanism to obtain Louisiana Medicaid eligibility and also to access the Medicare Common Working File prior to the award of the purchase order/contract in order to match and identify patients with potential third party coverage.

3.6. Contractor shall have in place a methodology for activities from collecting patient demographics and patient charges through resolving delinquencies.

3.7. Contractor shall have experience and working knowledge of computer billing systems, in particular, EPIC Systems Corporation, sufficient to perform the scope of services described herein. LSUHSC and/or the professional service departments may be available to provide minimal assistance with programming or analysis only when imperative.

3.8. Contractor shall have the ability to begin billing activities within thirty (30) days of contract award and be ready to meet with LSUHSC two (2) weeks before billing activity begins to gather data for startup in the thirty (30) days from date of contract award period.

3.9. Contractor shall have experience and working knowledge to receive data electronically from multiple information systems and sources as needed to satisfy the required tasks.

3.10. The contractor shall maintain accurate records, and have the ability to electronically report, at a minimum, the following information:

3.10.1. Analysis of charges, payments and adjustments by physician and/or provider, department, financial class, and total.

3.10.2. Accounts receivable aging by physician and or provider and financial class.

3.10.3. Financial Summary

3.10.4. Monthly Payments by physician and/or provider name.

3.10.5. Examples of each required report may be included with contractor's bid response and/or shall be provided within seven (7) days of request when requested. Failure to provide the examples may be cause to reject your bid.

3.11. The contractor shall have a fully staffed operational office which has been physically located within the State of Louisiana for at least three (3) years and that has satisfactorily performed the services required by this SOLICITATION. The Louisiana operational office must have at least seven (7) years' experience in processing professional services claims. Proof of license or operation shall need to be submitted with the bid. Failure to provide may be cause to reject your bid.

3.12. The bidder shall demonstrate a history of financial stability. The bidder is to provide audited financial statements or other representation of financial solvency, which demonstrates that the bidder

has adequate financial resources for performance or has the ability to obtain such resources as required during performance under this contract. At a minimum, the following must be submitted to confirm financial stability, within seven (7) days upon request by LSUHSC:

3.12.1. Bidder's annual report, statement of financial solvency or audit by a certified public accountant for the bidder's last two (2) operational fiscal years.

3.12.2. Name, address and contact person's phone number and e-mail of contractor's banking institution, which LSUHSC may contact for financial references.

3.13. The contractor shall be able to obtain and complete enrollment forms for all provider numbers for physicians and/or providers and the numbers properly linked to LSUHSC.

3.14. LSUHSC shall be responsible for direct E & M coding including appropriate associated modifier selection. LSUHSC and Vendor shall remain responsible for CPT and ICD coding, including auditing and assuring quality of CPT and ICD coding. Vendor will assist with the coding effort as directed by each Department to meet the specific needs of the Department. Examples of the efforts by Vendor may include the following: radiology will be coded from dictated reports; surgery will be coded from op notes where necessary to include modifiers; and anatomical pathology will be coded from pathology reports.

3.15. The contractor shall provide computer software programs, CDs, instruction manuals and any similar material utilized by on-site personnel to provide these services.

3.16. The contractor shall provide its own office equipment and office supplies for on-site personnel to provide these services.

3.17. The contractor shall provide postage required to conduct these services.

3.18. The contractor shall ensure that all employees providing services to LSUHSC under these terms agree to adhere to all confidentiality rules of LSUHSC and as stated further, produce a signed confidentiality agreement. In addition, the contractor shall comply with all HIPAA regulations. When applicable, and if necessary to comply with the HIPAA privacy rule, the successful vendor will be required to execute the LSUHSC business associate addendum, which must be returned within ten (10) days after request, when requested. A sample of the current LSUHSC business associate addendum is attached.

3.19. The contractor shall have a health care billing compliance program in place and ensure that program includes the seven (7) elements for effective compliance programs as outlined in the U.S. Sentencing Commission guidelines and the HHS DIG Compliance Program Guidance for Third-Party Medical Billing Companies.

3.20. The contractor will provide personnel to participate in facility compliance and/or performance improvement processes when requested by the facility.

3.21. The contractor will ensure the accuracy of all codes on all claims prior to the submission of any and all claims. In addition, contractor is prohibited from submitting questionable claims and must notify the provider in writing within seven (7) calendar days of determining any credible evidence of misconduct on the part of the provider or contractor. "Misconduct" does not include inadvertent errors or mistakes.

3.22. If there is confusion concerning a coding or billing practice, contractor will cease any discovered inaccurate or questionable billing and/or billing practices until clarification is secured regarding compliance with Federal, State, MAC and/or managed care regulations. Contractor will notify LSUHSC of such discoveries within seven (7) calendar days.

3.23. Contractor will have in place comprehensive written policies and procedures including but not limited to:

3.23.1. Protocols for submitting initial and/or follow-up claims;

3.23.2. Methodologies for resolving inconsistencies in provider documentation;

3.23.3. Steps to take if billing company is unable to locate a code for a documented diagnosis or procedure or if the medical record documentation is not sufficient to determine a diagnosis procedure;

3.23.4. Processes to ensure billing company does not balance bill or submit duplicate claims or seek duplicative payment;

3.23.5. Performing all services (coding/billing) in accordance with all applicable federal, state and local laws and regulations and in accordance with provider" billing policies and procedures;

3.23.6. Prohibitions on hiring or retaining services of any sanctioned entity or person;

3.23.7. Methods to be employed to resolve compliance questions when the parties do not agree;

3.23.8. Any specific policies noted in the OIG Compliance Program Guidance for Third Party Medical Billing Companies.

3.23.9. Plans to ensure continuity of business operations in the event of a disaster for system generators, personnel, service and telecommunications. A sample copy of a formal disaster recovery plan must be supplied within ten (10) days of request by LSUHSC.

3.24. If the billing company discovers credible evidence of misconduct, the billing company: (1) will immediately notify the Compliance Officer of LSUHSC-S (2) absolutely prohibited from submitting any false or inappropriate claims; and (3) in cases of intentional fraud or misconduct that is not corrected by LSUHSC-S, Vendor has the option to terminate the contract with thirty (30) days prior written notice. In addition, the billing company agrees to provide LSUHSC with written notice of any intent to notify any governmental and/or regulatory agency regarding providers' billing/coding practices if the Compliance Officer of LSUHSC Shreveport fails to timely notify the appropriate regulatory entities and make statutory repayments where applicable.

3.25. Contractor will conduct regular and periodic audits of credit balances (overpayments) and promptly notify LSUHSC in writing via e-mail of the status of such credit balances and to recommend as appropriate and necessary that LSUHSC promptly return over-payments obtained from federal or state health care programs.

3.26. Contractor shall take all reasonable steps to ensure data integrity in computer systems.

3.27. Contractor shall promptly investigate and correct, as appropriate and necessary, reported credible evidence of misconduct on the part of the billing company.

3.28. Contractor shall provide feedback to practitioners and LSUHSC staff regarding quality of documentation and denial trends. Contractor will also assist LSUHSC personnel in denial management and documentation improvement techniques by providing data and/or reports in an electronic format as requested.

3.29. Contractor shall immediately provide to LSUHSC copies of all RAC, MAC or other third party communication that comes directly to contractor regarding LSUHSC accounts.

3.30. Contractor shall monitor compliance high risk areas as required by the LSUHSC Compliance Department and report their findings and any corrective action plan to the LSUHSC Compliance Department.

3.31. Contractor shall retain records related to the billing process for a minimum of ten (10) years. Those records are to be retrievable within no more than seventy-two (72) hours of request by LSUHSC, a payer, or government enforcement agency. Retained copies of records may be scanned copies.

3.32. Contractor shall retain records related to the contractor's compliance program for a minimum of five (5) years. Compliance investigation records are to be retained for a minimum of ten (10) years.

3.33. Contractor shall submit electronic acknowledgements of all accounts placed and processed by contractor to LSUHSC.

3.34. Contractor must provide access to its billing/reporting system for the appropriate LSUHSC staff and ensure that proper training is provided in a timely manner.

3.35. Contractor must identify LSUHSC points of contact in coding, billing, reporting, information technology, and finance. These contacts, and their designees, should be readily available to the LSUHSC CFO or designee by cell phone during normal business hours.

3.36. Contractor must assist LSUHSC CFO or designee in IT system enhancements that may be needed in order to participate in reimbursement improvement opportunities, including but not limited to, the Physician Quality Reporting System and EPrescribing.

4. Payment Procedures

4.1. Medicare and Medicaid payments: Payments received from Medicare and Medicaid intermediaries will be submitted directly to LSUHSC and deposited in the specific LSUHSC bank account. The vendor, however, will be provided with the Medicare and Medicaid remittance.

4.2. Commercial and Self-pay payments: Payments received from commercial and self-pay payers will be sent to the LSUHSC lockboxes. The bank/lock box institution shall have the responsibility to scan/import/index the documents related to electronic payment. Vendor shall be assigned the use of the medical lock box features for electronic payment posting.

5. Invoicing:

5.1. Contractor will invoice LSUHSC on a monthly basis. The invoice will reflect amount due the contractor for the month, as well as supporting documentation on monthly payment/billing activity for the month. LSUHSC will process payment to the contractor upon review and approval on a monthly basis. Payment will reflect the full amount due the contractor for services rendered during the month.

5.2. Contractor will be paid a percentage of the Medicaid or other payers' payments received on accounts where the eligibility for the dates of services being billed were identified and acquired as a direct result of the contractor's work efforts. Any health insurance benefit plans other than those agreed upon between both LSUHSC and the contractor that are located on referred accounts must be reported to LSUHSC and will not be compensated.

5.3. LSUHSC is eligible to receive incentive payments for the Louisiana Medicaid Electronic Health Record Incentive Program starting in Fiscal Year 2012. Any payment located on this type of referred account must be reported to LSUHSC and the contractor will not be compensated for these payments.

6. Vendor Experience:

6.1. The vendor must have at least seven (7) years of experience in managing the revenue cycle for large physician group practices, preferably in a teaching setting, with large group (250 or more) physicians and/or providers located within the state of Louisiana to a large variety of payers, including governmental and commercial payers.

6.2. The vendor must be in good standing with CMS and state Medicaid programs. The contractor must have individuals with at least three (3) years of healthcare physician billing experience who will perform services for LSUHSC. Resumes of individuals assigned to this project shall be provided upon request.

6.3 Contractor must be able to demonstrate enhanced collection in a large billing group over a three year period.

7. Letters of Reference:

7.1. Bidders must provide letters of reference from the last five (5) years from three (3) health care entities or departments with whom they have existing contractual arrangements which demonstrates

relevant billing experience with third party reimbursement programs as would apply to LSUHSC including third party liabilities, patient responsibility and collection of delinquent accounts. The names, addresses and contact person phone numbers of the contractor's references must be submitted with the three (3) references from institutions or departments for which it has provided professional services billing performed in a LSUHSC setting and large physician group practices. Said documents must be provided upon request. Failure to provide this information will result in the reject your bid.

8. Effective Date and Term:

8.1. This contract will be effective from date of award to June 30, 2016. At the option of LSUHSC and acceptance by the contractor, this contract may be extended for additional twelve (12) month periods at the same prices, terms and conditions, for a period not to exceed twenty-four (24) months.

9. Termination:

9.1. Either party may terminate the contract at any time and without penalty by giving thirty (30) days written notice of such termination to the other party or negotiating with the other party an effective date. Said notice of termination may be delivered by certified mail, return receipt requested, or via personal delivery service, such as Federal Express or United Parcel Service, or other. Contractor shall be entitled to payment for deliverables in progress, to the extent the work has been performed satisfactorily.

9.2. The continuation of this contract is contingent upon the appropriation of funds by the Louisiana 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 of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

10. LSUHSC Responsibilities:

10.1. Establishing a mutually acceptable format and method for Part B charge data to be transmitted to contractor.

10.2. Assigning a LSUHSC contact person to coordinate the delivery of the services from the contractor and review and approve invoices in a timely manner.

10.3. LSUHSC will provide contractor with a weekly report of all payments received for referred services.

11. Submission of Bid Pricing:

11.1. The Contractor must bid on the entire service for professional clinical charge processing and collection of accounts receivable for current claims. The bid will state an estimated amount billed and collected, based on LSUHSC's most current information, for the services to be provided by Contractor to assist the Contractor in making a determination for cost of service. Contractors must quote contingent fees expressed as a rate (percentage) per dollars collected for current accounts. Failure to provide this information will be cause to reject your bid.

11.2. The unit of measure will be each. The unit price will be the percentage per dollars collected for each current account. The quantity will reflect the estimated amount collected on an annual basis. All quantities are estimates. Actual amounts may be more or less but the unit price percentage remains the same. Total charges for FY 2014 excluding free care and self-pay were \$ 245,826,271.

12. Insurance and Indemnification Requirements: See attachment A.

13. Files and Records:

13.1. The Vendor awarded a contract through this SOLICITATION shall maintain books, records, documents and other evidence, accounts procedures and practices of any work done for the purpose of the contract.

13.2. If the services awarded through this SOLICITATION are terminated, the records relating to the work terminated shall be presented and made available for the current year plus three (3) years from the date of termination required to meet guidelines of the Office of State Archive Records Management.

13.3. The Vendor awarded a contract through this SOLICITATION shall make available to LSUHSC all records pertaining to the applications for assistance upon request during the period the contract is in effect, and shall provide upon request, a file on the activity of each patient account containing a record of any and all applications, phone calls, letters, and any other contacts made with the patient or third party pertaining to the patients' applications.

14. Commencement of Work:

14.1. Contractor shall commence no work under this contract until all bonding and insurance requirements have been met, all submissions received and a valid purchase order signed by the LSUHSC Chief Procurement Officer or his designee has been issued. Contractor will be expected to start services within thirty (30) days or sooner of being issued a valid purchase order.

15. No Waiver:

15.1. The neglect or failure on the part of LSUHSC to enforce one or more provisions or exercise any of its rights under this contract shall not constitute a waiver of its right to resume enforcement or exercise of its rights in the future.

16. Severability:

16.1. If, as a result of the passage of any law, regulation, or the action of a court of competent jurisdiction, which renders one or more provisions of this contract unenforceable, said provision shall be severed from the contract and the remaining provisions shall remain in full force and effect.

17. Right to Audit:

17.1. The State Legislative Auditor, Federal Auditors, LSUHSC, and internal auditors, or those designated by LSUHSC, shall have the option to audit all accounts pertaining to this contract. Records will be made available during normal working hours for this purpose.

18. Assignment:

18.1. The contractor shall not assign any interest in this contract and shall not transfer any interest in the same (where by assignment or notation), without the prior written consent of LSUHSC.

19. Payment of Taxes:

19.1. Each party shall be responsible for payment of taxes from the funds received by them under this agreement.

20. Contact Person and Mailing Address:

20.1. Contractor shall designate one or more persons responsible for contractor's work under this contract and shall provide to the appointed LSUHSC-S contact person or designee the names, addresses, telephone, beeper/cell numbers, and e-mail addresses of such persons. This information shall be kept current at all times.

20.2. Any notice, demand, or communication required, permitted or desired to be given hereunder, shall reference the purchase order number and shall be deemed effectively given when personally delivered via delivery service or mailed by prepaid certified mail, return receipt requested, addressed as follows:

20.2.1. LSUHSC:

20.2.2. Contractor: Address on bid

21. Schedule of Events:

21.1. Solicitation Schedule:

Mandatory Prebid Conference: None

Last Day to Submit Questions: 8/19/2015

Bid Opening: 8/31/2015

22. Proposer Inquiries:

22.1. All questions related to this solicitation must be submitted in writing addressed to Mary Alice Templeton, LSUHSC-S Purchasing, P.O. Box 33932, Shreveport, La. 71130. Email memp1@lsuhsc.edu. A copy should be sent to Jeffrey Hartgrove, Purchasing Department, jhartg@lsuhsc.edu.

22.2. The State will consider written inquiries and requests for clarification of the content of this Invitation to Bid received from potential vendors according to section 22 above. Written inquiries must be received by 8/19/2015. The State reserves the right to modify the Invitation to Bid should a change be identified that is in the best interest of the State.

Information on this bid and any addenda may also be found on the LaPac website at:
<http://wwwprd1.doa.louisiana.gov/osp/lapac/pubmain.cfm>

Attachment A

Louisiana State University Health Sciences Center - Shreveport

Insurance Requirements

INSURANCE REQUIREMENTS FOR LESSEES (NO AUTO RISKS)

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "Occurrence" Form G 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Workers Compensation Insurance as required by the Labor Code of the State of Louisiana and Employers Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Lessee shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Worker's Compensation and Employers Liability: Worker's Compensation Limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers Liability to be \$1,000,000.00 when work is to be over water.
3. Other Party's Professional Liability: The other party shall provide proof of such insurance.

(Minimum limits of \$1,000,000.00).

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency, At the option of the Agency, either (1). The insurer shall reduce or eliminate such deductibles or

self-insured retentions as respects the Agency, it's officers, officials and employees, or (2). the Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

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

1. General Liability

- a. The Agency, it's officers, officials, employees and volunteers are to be covered as "additional insureds" as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, it's officers, officials, employees and volunteers.
- b. Any failure complying with reporting provisions of the policies shall not affect coverage provided to the Agency, it's officers, officials, employees and volunteers.
- c. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, it's officers, officials, employees and volunteers for losses arising from the leased premises.

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Business Associate Agreement

Effective as of the last date of signing by the Parties, the undersigned, (**Name of Covered Entity**) ("**Covered Entity**") and (**Name of Business Associate**) ("**Business Associate**") have entered into this "Business Associate Agreement" ("**Agreement**") for the purposes set forth.

1. Business Associate Relationship

- (a) Covered Entity and Business Associate are parties to that certain contract, denominated "(Name of underlying contract or purchase order), dated _____ ("the Contract"), and pursuant to which Business Associate is performing functions or tasks on behalf of Covered Entity.
- (b) Covered Entity is bound by the regulations implementing the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("HIPAA"), 45 C.F.R. Parts 160 and 164 (the "Privacy Rule"), including, but not limited to, those standards comprising a subset of the Privacy Rule commonly referred to as the "Security Rule." Any reference herein to the Privacy Rule is intended to encompass those standards comprising the Security Rule, as well as the ARRA HITECH provision. It is understood that these regulations continue to be refined by the federal government, and that both the Covered Entity and the Business Associate are obligated to fulfill the requirements of any such changes. The intent and purpose of this Agreement is to comply with the requirements of the Privacy/Security Rule and related provisions, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §§ 164.502(e) and 164.504(e).
- (c) In the performance of this Contract, Business Associate is performing functions on behalf of Covered Entity which meet the definition of "Business Associate Activities" in 45 C.F.R. § 160.103, and therefore Business Associate is a "Business Associate" of Covered Entity.
- (d) In order for Business Associate to perform its obligations under the Contract, Covered Entity must disclose to Business Associate certain Protected Health Information (as defined in 45 C.F.R. § 160.103) that is subject to protection under HIPAA and the Privacy/Security Rule.

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

2. Definitions

- (a) **Protected Health Information.** Shall have the meaning found in 45 C.F.R. §160.103, limited to the information created, maintained, transmitted, or received by Business Associate from or on behalf of Covered Entity. "Protected Health Information may also be referred to as "PHI". PHI can take the form of oral, written, or electronic information.
- (b) **Secretary.** Means the Secretary of the Department of Health and Human Services or his designee.
- (c) **Individual.** Means the person who is the subject of PHI.
- (d) **Administrative Safeguards.** Means administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect protected

health information and to manage the conduct of the Business Associate's workforce in relation to the protection of that information, as more particularly set forth in 45 C.F.R. § 164.308.

(e) Breach. Means the unauthorized acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart E, Part 164 of the HIPAA Privacy Rule, which compromises the security or privacy of the protected health information. Breach excludes:

- 1) any unintentional acquisition, access, or use of protected health information by a workforce member or person, acting under the authority of the Business Associate, if
 - a) such acquisition, access, or use was made in good faith and within the course and scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the HIPAA Privacy Rule.
- 2) Any inadvertent disclosure by a person who is authorized to access protected health information at the Business Associate to another person authorized to access protected health information at the same Business Associate or Organized Health Care Arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under subpart E of the HIPAA Privacy Rule.
- 3) A disclosure of protected health information where a Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made was not reasonably able to have retained such information.

Except as provided in paragraphs 1-3 of this definition, an acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart E is presumed to be a breach unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the protected health information has been compromised.

(f) Physical Safeguards. Means physical measures, policies, and procedures to protect Business Associate's information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion, as more particularly set forth in 45 C.F.R. § 164.310.

(g) Security Incident. Means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. It may or may not include a breach of PHI.

(h) Technical Safeguards. Means the technology and the policy and procedures for its use that protect electronic protected health information and control access to it, as more particularly set forth in 45 C.F.R. § 164.312.

(i) Unsecured Protected Health Information. Means any PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

(j) Destruction of PHI. Means the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals when disposing of PHI.

All other terms used herein that are not specifically defined above shall have the same meanings as those terms defined in 45 C.F.R. Parts 160 and 164. Said terms and definitions set forth therein are incorporated herein by reference.

3. Privacy Rule Obligations and Activities of Business Associate

(a) Business Associate agrees not to use or disclose PHI other than to perform its duties as stated in this Agreement, or as required by law.

(b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the PHI other than as provided for in this Agreement. Business Associate ensures that it has policies and procedures that ensure that appropriate and adequate safeguards are in place to prevent improper use or disclosure of PHI.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. The Business Associate shall report the incident as soon as possible, but in no case later than ten calendar days from the date the incident is known to the Business Associate.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity agrees in writing to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in a prompt and timely manner, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity to an Individual in order to meet the requirements of 45 C.F.R. § 164.524.

(g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity or an Individual.

(h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary, in a prompt and timely manner or as designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond timely to a request by an Individual for an accounting of disclosures of PHI and provide in a prompt and timely manner any information related to such disclosures in accordance with 45 C.F.R. § 164.528. This would include any unintentional or inadvertent disclosures that constitute a Breach. Business Associate agrees to keep records of the accounting of a disclosure for six (6) years.

(j) Business Associate shall require any agent or subcontractor to whom it provides Covered Entity's PHI to enter into a written agreement between Business Associate and such agent or subcontractor substantially identical to this Agreement, and obligating such agents and subcontractors to the same restrictions on use and disclosure of PHI as are imposed up Business Associate in this Agreement. Business Associate shall furnish evidence to Covered Entity of the execution of such an agreement by its agents or subcontractors before furnishing PHI to such entities.

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

(l) Business Associate agrees to educate the members of its workforce concerning HIPAA Privacy, including policies and procedures related to this agreement, and to provide proof of that education upon the request of the Secretary and/or the Covered Entity.

(m) Business Associate agrees to meet the Privacy/Security and ARRA HITECH provisions for the destruction of PHI when such destruction is necessary. Business Associate shall implement and maintain

data retention and data destruction policies and procedures that ensure the security of the PHI. Such policies and procedures must be made available to the Covered Entity at the Covered Entity's request.

(n) To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

4. Security Rule Obligations of Business Associate and Breach Notification

(a) Business Associate agrees to implement and document, as set forth in 45 C.F.R. § 164.316, Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic, physical, and verbal PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. In addition, Business Associate agrees to, in accordance with the requirements of 45 C.F.R. Part 164, Subpart C, and specifically, but not exclusively

1. Ensure the confidentiality, integrity, and availability of all PHI the Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity;
2. Protect against any reasonably anticipated threats or hazards to the security or integrity of such information;
3. Protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required under the HIPAA Privacy Regulations;

(b) Business Associate agrees to ensure that any agent or subcontractor, to whom Business Associate provides this information agrees to implement and document reasonable and appropriate Administrative Safeguards, Physical Safeguards, and Technical safeguards, including at least the requirements set forth in this Section for Business Associate;

(c) Business Associate agrees to report to Covered Entity any Security Incident which puts Covered Entity's PHI at risk of unauthorized disclosure or Breach of unsecured PHI of which Business Associate has knowledge.

For purposes of this section, a Breach or Security Incident shall be treated as discovered by a Business Associate as of the first day on which the Breach or Security Incident is known to the Business Associate, or by exercising reasonable diligence, would have been known to the Business Associate. A Business Associate shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Business Associate.

Business Associate shall, following the discovery of a Breach or Security Incident of such information notify Covered Entity immediately and in no case later than ten (10) calendar days after discovery of the Breach or Security Incident, except as provided in 45 C.F.R. §164.412.

In the event of a Breach or Security Incident, Business Associate shall notify Covered Entity and include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the Breach.

The Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification of the Individual under §164.404(c) at the time of the notification or as promptly thereafter as information becomes available.

The Business Associate will report any Breach or Security Incident to the Covered Entity's "Privacy Officer". In the event that the Privacy Officer cannot be contacted, the Hospital Administrator shall be contacted.

It is understood that the Covered Entity will make the necessary disclosure to the Individual and the Secretary, as required by law; however, Business Associate shall be responsible for any and all costs and expenses associated with a Breach committed by Business Associate, including but not limited to, fines, penalties, and direct costs associated with notification of the Secretary and the Individual(s) whose PHI has been breached."

(d) Business Associate agrees to make its policies and procedures, and documentation required by this Section relating to safeguards and breach reporting available, if requested, to the Secretary and to Covered Entity for purposes of determining the Business Associate's compliance with this Section;

(e) Business Associate agrees to educate the members of its workforce concerning the requirements of HIPAA Security and Breach Notification, and will provide proof of that education upon the request of the Secretary and/or the Covered Entity;

(f) Business Associate authorizes termination of the Contract or other relationship by Covered Entity if Covered Entity determines that the Business Associate has violated a material term of the Contract or this Agreement.

5. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise prohibited by law or limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement and as necessary to perform the services set forth in the underlying contract or purchase order, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity or the Privacy Rule, including, but not limited to the following:

(1) Use or disclose PHI for proper management and administration to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Entities to which Business Associate discloses PHI for the purpose of management and administration of the Business Associate shall be deemed "agents" or "subcontractors" of Business Associate, within the meaning of Section 3(e) of this Agreement.

(2) Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e) (2) (i) (B) (2) (i).

6. Obligations of Covered Entity

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

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any changes in Covered Entity's Notice of Privacy Practices.

7. Term - and Termination of Agreement

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

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

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

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain copies of any PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

(2) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall notify Covered Entity of this determination and its reasons. If Covered Entity agrees that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures, for so long as Business Associate maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

8. Miscellaneous

(a) Regulatory References. Any reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) Formal Amendment and Deemed Amendment. The Parties agree to take such action as is necessary to formally amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191. Regardless of the execution of a formal amendment of

this Agreement, the Agreement shall be deemed amended to permit the Covered Entity to comply with HIPAA and the Privacy Rule, as the same may be hereafter amended or interpreted.

(c) Survival. The respective rights and obligations of Business Associate under Section 7 (c) of this Agreement entitled "Effect of Termination" shall survive the termination of this Agreement and/or the Contract.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

(e) Material Breach of Agreement as Breach of Contract. Any material breach of this Agreement by Business Associate shall constitute a material breach of the Contract, and shall entitle Covered Entity to any of the remedies provided in the Contract, in addition to the remedies provided herein.

(f) Provisions of Agreement to Control. In the event of any conflict between the provisions of this Agreement and any of the other provisions of the Contract, including any renewal, extension or modification thereof, the provisions of this Agreement shall control.

(g) Ownership of PHI. The PHI to which Business Associate, or any agent or subcontractor of Business Associate has access under the Agreement shall be and remain the property of Covered Entity.

(h) Indemnification and Contribution. Each party to this Agreement shall indemnify and hold the other harmless from any and all claims, liability, damages, costs and expenses, including attorney's fees and costs of defense and attorney's fees, resulting from the action or omission of the other party. In the event that any liability, damages, costs and expenses arise as a result of the actions or omissions of both parties, each party shall bear such proportion of such liability, damages, costs and expenses as are attributable to the acts or omissions of such party.

(i) Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the inappropriate use or disclosure of PHI directly or indirectly by Business Associate, or any agent or subcontractor of Business Associate.

(j) Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or in connection with any of its provisions, the prevailing party shall be entitled to an award for the attorney's fees and costs incurred therein in addition to any other right of recovery.

(k) Severability. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal, invalid or unenforceable, there will be substituted in lieu thereof a provision as similar in terms to such provision as is possible which is legal, valid and enforceable.

(l) Waiver of Provisions. Failure by either party at any time to enforce or require the strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver or such terms or conditions or modify such provision or in any manner render it unenforceable as to any other time or as to any other occurrence. Any specific waiver by either party of any of the terms and conditions of this Agreement shall be considered a one-time event and shall not constitute a continuing waiver. Neither a waiver nor any failure to enforce shall in any way affect or impair the terms or conditions of this Agreement or the right of either party to avail itself of its remedies.

(m) Choice of Law. To the extent not preempted by HIPAA or the Privacy Rule, the Laws of the State of Louisiana shall govern this Agreement.

(n) Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and will be deemed to have been given when actually delivered

(by whatever means) to the party designated to receive such notice, or on the next business day following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by certified United States mail, postage and charges prepaid, directed to the addresses noted below, or to such other or additional address as any party might designate by written notice to the other party, whichever is earlier.

(o) Attestation of Compliance. The signature of the Business Associate to this Agreement indicates compliance to the requirements outlined in this Agreement.

Notices required by this Agreement shall be sent as follows:

Covered Entity:

[Name]
[Institution]
[Address]
[City,State,Zip Code]

Business Associate:

[Name]
[Institution]
[Address]
[City,State,Zip Code]

Copy to:

[Name]
[Institution]
[Address]
[City,State,Zip Code]

Copy to:

[Name]
[Institution]
[Address]
[City,State,Zip Code]

THUS DONE AND SIGNED:

[Name of Covered Entity]

By: _____

Date

Title:

[Name of Business Associate]

By: _____

Date

Title: