The Alabama Public Health Care Authority

REQUEST FOR PROPOSAL

Home Health Electronic Health Record RFP

06/26/2017

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1 GENERAL INFORMATION

1.1 Background and Objective

The Alabama Public Health Care Authority (APHCA) is a public corporation duly incorporated and authorized by resolution of the County Commission of Monroe County, Alabama on November 21, 1995 under the provisions of the Health Care Authorities Act of 1982 (the "Enabling Law"). Under the provisions of the Enabling Law, APHCA is authorized to acquire, construct, install, equip, renovate and/or refurbish public health care facilities in order to promote public health throughout the State of Alabama. The Alabama Department of Public Health (ADPH) is an agency of the State of Alabama created under Alabama State law and charged with the responsibility for enforcing the State's public health laws, exercising supervision and control over the county boards of health and providing public health services to the residents of the State. In coordination with ADPH, the APHCA promotes public health throughout the State of Alabama. Since its formation in 1995, the APHCA has developed, constructed, refurbished and/or equipped in excess of 40 local county public health facilities throughout the State of Alabama. The APHCA, as Owner, has leased these public health facilities to the ADPH, as lessee, for the purpose of providing needed health services to the general public in each of the ADPH's service areas.

The ADPH has determined that the public health needs of the citizens of Alabama will be better served and the public's health safety and welfare would be greatly enhanced and promoted through the timely replacement, development and implementation of a new customized software solution to replace, enhance and promote the efficient automation of the ADPH's Home Health Care Program ("Home Care Program"). The ADPH, Bureau of Home and Community Services (BHCS) has also determined that the clients of the home care program will be better served and the efficiency of the staff will be greatly enhanced through implementation of a Home Health Electronic Health Record (EHR) with streamlined clinical, operational, and financial processes. The BHCS seeks a centralized EHR with the capability to manage operations across multiple locations in the state. The EHR shall include intuitive driven, best practice, Point of Care for efficient and comprehensive clinical documentation and a HIPAA compliant, secure communication component for enhanced care coordination.

ADPH seeks an integrated and comprehensive home care management software platform and practice management system that will replace its existing system and enhance home care clinical operations, patient care processes and provide a current and accurate data base for all areas of service that will aid and promote ADPH's quality care goals. As needed and required, the APHCA has agreed to upgrade its technology capabilities within its facilities to accommodate the installation and implementation of the EHR and to supervise and lead this Request for Proposal process (the "RFP").

The APHCA, in cooperation with and for the mutual benefit of the ADPH is seeking to purchase a pre-established, well-defined and fully-operational home health care software solution to provide a robust practice management component with the intent to maximize operational efficiency and timely billing. The software solution must address specific

operational and technical requirements that provide solutions for ADPH's Home Care Program needs, including but not limited to:

- Home Care Clinical Operations and Patient Health Records management;
- Home Care Program Billing and Reimbursement Operations;
- Home Care Program Financial Management; and
- Community Services.

While it is the APHCA's intent to utilize the selected vendor system's existing capabilities and embedded best-practice business processes, it recognizes that there may be some critical work processes that require software customization. The vendor must have successfully implemented a Home Health Care Health Record (EHR) system to support home health care practice in public health clinics and/or Home Care Clinical operational environments. The vendor must verify that its software's EHR Technology is a minimum of 2014 Edition, certified by the Office of the National Coordinator for Health Information Technology (ONC-HIT). The vendor must also demonstrate its commitment to ongoing compliance with current and future Home Health regulatory requirements, including but not limited to the following:

- Centers of Medicare and Medicaid Regulatory Updates and Conditions of Participation;
- Pametto GBA, fiscal Intermediary billing requirements and billing updates;
- Federal Office of Civil Rights (HIPAA Requirement's);
- Medicare Post-Acute Care Transformation Act (IMPACT ACT) regulations and requirements;
- Home Health CAHPS (Patient and Physician Satisfaction Surveys);
- Value Based Purchasing and other reimbursement methodologies;
- OSHA/CDC Guidelines and Reporting requirements;
- ICD 10 Coding and Clinical Groupings yearly guidelines;
- Pharmacy/Medication Package (Forgot the name);
- Private Insurance billing requirements, bill types, (BCBS, etc. ...);
- Pre and Post Payment External Audit Regulatory requirements;
- Medicare HH Perspective Payment System and Methodology;
- Community Health Accreditation Partner (CHAP);
- Accountable Care Organizations;
- Regional Care Organizations;
- Centers of Medicaid Bio Monitoring Provider Agreement;
- Quality Assessment Only (QAO) reporting requirements;
- Home Health Compare Reporting requirements;
- Division of Health Care Facilities;
- State Planning and Develop Agency (SHPDA);
- Home Health Quality Reporting Program (HH QRP);
- Affordable Care Act;
- Office of Program Integrity;
- Office of Inspector General.

The vendor must also demonstrate its commitment to ongoing compliance with current and future Health Insurance Portability and Accountability Act (HIPAA), Affordable Care Act (ACA), Health Information Technology for Economic and Clinical Health (HITECH), and Meaningful Use requirements.

The desired clinical operation component of the system will automate patient records, billing, demographic entry, collect information based on the type of visit, track the patient treatment outcomes, and utilize a highly efficient practice management system. The EHR system will provide centralized patient records; include customized work flows based on ADPH Home Care Program requirements; provide for medical follow-up through automated reminders for provider and client using text and e-mail messaging capability; include a practice management module; incorporate a billing management module for third party billing; contain a pharmacy inventory/e-prescribing module, and include a population health management module.

The proposal should describe the process that APHCA and/or ADPH and the Vendor will engage in for accepting the software modifications.

The scope of this project consists of the ADPH central office in Montgomery, Alabama and approximately 80 county public health department clinics situated in 67 counties across the state. The 67 counties are grouped into 11 Public Health Areas by geographical location to facilitate coordination, supervision and development of public health services. Area offices are responsible for developing local management programs for public health services and programs particularly suited to the needs of each area. The ADPH's Bureau of Home and Community Services, housed in the ADPH's central office, administers the statewide Home Care Program in partnership with interagency county, area and central office staff and provides planning, administration, consultation, education, direction and leadership to ensure the delivery of compassionate and effective home care services in the home and in the community, and ensures sound financial management of the program.

1.2 Home Care Program Overview

The ADPH's Home Care Program is comprised of the BHCS central office in Montgomery and 25 sites/subunits across the state of Alabama, which provide services in 66 of the 67 counties in Alabama. The twenty-five subunits are grouped within 11 Public Health Areas by geographical location. The subunits employ approximately 250 total users. The BHCS provides Medicare certified home health services with multiple disciplines.

The goal of the Home Care Program is to provide intermittent care to individuals confined to their homes as a result of acute illness or debilitating injury. Health care professionals across the State provide skilled nursing, home health aide, and medical social work services, along with physical, occupational therapies and speech pathology to the homebound.

Approximately 257,489 home health visits were made in FY 2016 in efforts to assist many citizens of Alabama reach their optimal health goals.

Throughout this RFP APHCA and ADPH may be sometimes jointly be referred to as "REQUESTOR".

1.3 General Requirements

1.3.1 Authority.

This RFP is issued under the authority of the provisions of the Health Care Authorities Act of 1982. Under the provisions of this Enabling Law, the APHCA is authorized to acquire, construct, install, equip, renovate and/or refurbish public health care facilities in order to promote public health throughout the State of Alabama.

Notwithstanding the provisions of Ala. Code § 22¬21-334 (1982) exempting the APHCA, the members of its board or any of its officers or employees from the State of Alabama Code of Ethics set forth in Ala. code § 36-25-1 et. seq. (the "Ethics Law"); the APHCA Articles of Incorporation state that it shall be the affirmative duty and obligation of the APHCA, the members of its board, and any of its officers or employees to observe the highest level of ethical conduct and the APHCA, the members of its board and any of its officers or employees shall intend in good faith to follow the principles enunciated in the Ethics Law in all of the acts, actions, and undertakings of the APHCA.

Also, notwithstanding the provisions of Ala. Code § 22-21-335 (1982) exempting the APHCA, the members of its board or any of its officers or employees from the State of Alabama Competitive Bid Laws set forth in Ala. Code § 41-16-20 through Ala. Code § 41-16-63 ("the Bid Laws"), the APHCA Articles of Incorporation state that it shall be the affirmative duty and obligation of the APHCA, the members of its board, and any of its officers or employees in the furtherance of its purposes to seek, research, and shop to the extent commercially reasonable for the most competitive prices for the goods and services purchased or acquired by the APHCA. It shall be the APHCA's goal and intent to purchase the best quality goods and services for the most competitive price.

Whenever possible, the APHCA will design specifications, proposal requests, and conditions to accomplish the above stated objectives, consistent with the necessity to satisfy the REQUESTOR'S need to procure technically sound, cost-effective services and supplies.

1.3.2 Clarification of RFP Process

The RFP Coordinator reserves the right to contact a PROPOSER after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the PROPOSER has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the PROPOSER'S Proposal. Information received from or through PROPOSER will not be considered if the information materially alters the content of the Proposal or the type of goods and/or services the PROPOSER is offering to the REQUESTOR. An individual authorized to legally bind the PROPOSER shall sign responses to any request for

clarification. Responses shall be submitted to the RFP Coordinator within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the Proposal.

1.3.3 Offer in Effect for 120 Days

A proposal may not be modified, withdrawn or canceled by the PROPOSER for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and PROPOSER so agrees in submitting the proposal.

1.3.4 Requestor's Rights Reserved

While the REQUESTOR has every intention to award a contract as a result of this RFP, Issuance of the RFP in no way constitutes a commitment by the REQUESTOR to award and execute a contract. Upon a determination, such actions would be in its best interest, the REQUESTOR, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all of the proposals submitted in response to this RFP;
- Change its decision with respect to the selection and to select another proposal;
- Waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver (minor irregularities are those which will not have a significant adverse effect on overall project cost or performance);
- Negotiate with any Vendor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a Vendor's proposal and to use any idea or all ideas presented in a proposal;
- Amend the RFP (amendments to the RFP will be made by written addendum issued by the State and will be posted on the RFP website); and
- Not award any contract.

1.3.5 Compliance with Specifications

This document outlines the specifications and qualifications which must be met in order for an entity to serve as Vendor. It is imperative that potential Vendors describe, **in detail,** how they intend to approach the Scope of Work specified in this RFP. The ability to perform these services must be carefully documented. Proposals will be evaluated in the first round of the evaluation process based on the written information that is presented in the response. This requirement underscores the importance and the necessity of providing in-depth information in the proposal with any supporting documentation necessary.

The Vendor must demonstrate in the proposal a thorough working knowledge of the issues and regulations surrounding Home Health Care and EHR systems, provider adoption of home care practice management software platforms and electronic health technology; and national standards for electronic health record best practices.

Entities that are currently excluded under federal and/or state laws from participation in Medicare/Medicaid or any State's health care programs are prohibited from submitting bids.

All requirements stated herein are mandatory unless otherwise noted.

1.3.6 Contract Commencement and Term

The selected PROPOSER must commence work within sixty (60) days following the execution of a contract and the issuance of a written Notice to Proceed by the REQUESTOR. The initial term of the contract shall be three (3) years from the date of commencement.

The REQUESTOR reserves the right to extend the initial term of the contract for two (2) additional one (1) year periods with a total contract term of no more than five (5) years, provided that REQUESTOR notifies the PROPOSER in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this contract will be enacted through an amendment to the contract. This contract may be terminated by either party upon providing thirty (30) days written notice of intent to terminate the contract.

1.4 General Terms and Conditions

1.4.1 General

This RFP and Vendor's response thereto shall be incorporated into a contract by the execution of a formal agreement. The Form of the contract will substantially comply with the form included in this RFP at Section 8.9. The contract and amendments, if any, are subject to approval by APHCA.

The contract shall include the following:

- Executed contract;
- RFP, attachments, any amendments thereto and responses to Vendor questions;
- Vendor's response to the RFP; and

Applicable provisions of:

- Title XIX of the Social Security Act, as amended and regulations promulgated hereunder by HHS and any other applicable federal statutes and regulations;

- The statutory and case law of the State of Alabama; and
- To the extent any federal funds are deemed to be expended for the scope of work set forth in this RFP, the contract and work will be deemed to be subject to the laws, rules and regulations set forth in Section 8.1 attached to this RFP.

NOTE: Additional agreements may be required including, but not limited to, Third Party Technology Escrow Agreement; License Agreements; and Business Associate Agreements.

1.4.2 Compliance with State and Federal Regulations

Vendor shall perform all services under the contract in accordance with applicable federal and state statutes and regulations. ADPH retains full operational and administrative authority to supervise and control the county boards of health and providing public health services to the residents of the State of Alabama.

1.4.3 Contract Amendments

No alteration or variation of the terms of the contract shall be valid unless made in writing and duly signed by the parties thereto. The contract may be amended by written agreement duly executed by the parties. Every such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

The contract shall be deemed to include all applicable provisions of the RFP and of all state and federal laws and regulations applicable to the ADPH, as they may be amended. In the event of any substantial change in such RFP, laws, or regulations, that materially affects the operation of the ADPH or the costs of administering such Program, either party, after written notice and before performance of any related work, may apply in writing to the other for an equitable adjustment in compensation caused by such substantial change.

1.4.4 Confidentiality

Vendor shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under the contract, as confidential information to the extent confidential treatment is provided under State and Federal laws including 45 CFR §160.101 – 164.534. Vendor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this contract.

Vendor shall ensure safeguards that restrict the use or disclosure of information concerning individuals to purposes directly connected with the administration of the RFP in accordance with 42 CFR Part 431, Subpart F, as specified in 42 CFR § 434.6(a)(8). Purposes directly related to the RFP administration include:

- Establishing patient medical records;

- Determining the ability to exchange medical records within the ADPH healthcare system;
- Providing services for ADPH supervise medical clinics; and
- Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of the RFP.

Pursuant to requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191), the successful Vendor shall sign and comply with the terms of a Business Associate agreement in the form included in this RFP at Section 8.8.

1.4.5 Security and Release of Information

Vendor shall take all reasonable precautions to ensure the safety and security of all information, data, procedures, methods, and funds involved in the performance under the contract, and shall require the same from all employees so involved. Vendor shall not release any data or other information relating to the ADPH's public health program, including without limitation the Home Care Program, without prior written consent of the ADPH. This provision covers both general summary data as well as detailed, specific data. Vendor shall not be entitled to use of ADPH data in its other business dealings without prior written consent of ADPH. All requests for program data shall be referred to ADPH for response by the State Health Officer only.

1.4.6 Federal Nondisclosure Requirements

Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

Additionally, it is incumbent upon the Vendor to inform its officers and employees of penalties for improper disclosure implied by the Privacy Act of 1974, 5 USC 552a. Specifically, 5 USC 552a (i) (1), which is made applicable to Vendors by 5 USC 552a (m) (1), provides that any officer or employee of a Vendor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses that

material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

1.4.7 Contract a Public Record

Upon signing of this contract by all parties, the terms of the contract become available to the public pursuant to Alabama law. Vendor agrees to allow public access to all documents, papers, letters, or other materials subject to the current Alabama law on disclosure. It is expressly understood that substantial evidence of Vendor's refusal to comply with this provision shall constitute a material breach of contract.

1.4.8 Termination for Bankruptcy

The filing of a petition for voluntary or involuntary bankruptcy of a company or corporate reorganization pursuant to the Bankruptcy Act shall, at the option of REQUESTOR, constitute default by Vendor effective the date of such filing. Vendor shall inform REQUESTOR in writing of any such action(s) immediately upon occurrence by the most expeditious means possible. REQUESTOR may, at its option, declare default and notify Vendor in writing that performance under the contract is terminated and proceed to seek appropriate relief from Vendor.

1.4.9 Termination for Default

REQUESTOR may, by written notice, terminate performance under the contract, in whole or in part, for failure of Vendor to perform any of the contract provisions. In the event Vendor defaults in the performance of any of Vendor’s material duties and obligations, written notice shall be given to Vendor specifying default. Vendor shall have 10 calendar days, or such additional time as agreed to in writing by REQUESTOR, after the mailing of such notice to cure any default. In the event Vendor does not cure a default within 10 calendar days, or such additional time allowed by REQUESTOR, REQUESTOR may, at its option, notify Vendor in writing that performance under the contract is terminated and proceed to seek appropriate relief from Vendor.

1.4.10 Termination for Unavailability of Funds

Performance by REQUESTOR of any of its obligations under the contract is subject to and contingent upon the availability of state and federal monies lawfully applicable for such purposes. If ADPH, in its sole discretion, deems at any time during the term of the contract that monies lawfully applicable to this agreement shall not be available for the remainder of the term, REQUESTOR shall promptly notify Vendor to that effect, whereupon the obligations of the parties hereto shall end as of the date of the receipt of such notice and the contract shall at such time be cancelled without penalty to REQUESTOR, State or Federal Government.

1.4.11 Termination for Convenience

REQUESTOR may terminate performance of work under the Contract in whole or in part whenever, for any reason, REQUESTOR, in its sole discretion determines that such termination is in the best interest of ADPH or the State. In the event that REQUESTOR elects to terminate the contract pursuant to this provision, it shall so notify the Vendor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice. In such event, Vendor will be entitled only to payment for all work satisfactorily completed and for reasonable, documented costs incurred in good faith for work in progress. The Vendor will not be entitled to payment for uncompleted work, or for anticipated profit, unabsorbed overhead, or any other costs.

1.4.12 Force Majeure

Vendor shall be excused from performance hereunder for any period Vendor is prevented from performing any services pursuant hereto in whole or in part as a result of an act of God, war, civil disturbance, epidemic, or court order; such nonperformance shall not be a ground for termination for default.

1.4.13 Nondiscriminatory Compliance

Vendor shall comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order No. 11246, as amended by Executive Order No. 11375, both issued by the President of the United States, the Americans with Disabilities Act of 1990, and with all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination in employment.

1.4.14 Worker's Compensation

Vendor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of its employees under the contract or any subcontract thereof, if required by state law.

1.4.15 Employment of State Staff

Vendor shall not knowingly engage on a full-time, part-time, or other basis during the period of the contract any professional or technical personnel, who are or have been in the employment of ADPH during the previous twelve (12) months, except retired employees or contractual Vendors, without the written consent of ADPH. Certain ADPH employees may be subject to more stringent employment restrictions under the Alabama Code of Ethics, §36-25-1 et seq., Code of Alabama 1975.

1.4.16 Share of Contract

No official or employee of the State of Alabama shall be admitted to any share of the contract or to any benefit that may arise there from.

1.4.17 Waivers

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract shall be waived except by written agreement of the parties.

1.4.18 Warranties Against Broker's Fees

Vendor warrants that no person or selling agent has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission percentage, brokerage, or contingency fee excepting bona fide employees. For breach of this warranty, REQUESTOR shall have the right to terminate the contract without liability.

1.4.19 Novation

In the event of a change in the corporate or company ownership of Vendor, REQUESTOR shall retain the right to continue the contract with the new owner or terminate the contract. The new corporate or company entity must agree to the terms of the original contract and any amendments thereto. During the interim between legal recognition of the new entity and REQUESTOR execution of the novation agreement, a valid contract shall continue to exist between REQUESTOR and the original Vendor. When, to REQUESTOR'S satisfaction, sufficient evidence has been presented of the new owner's ability to perform under the terms of the contract, REQUESTOR may approve the new owner and a novation agreement shall be executed.

1.4.20 Employment Basis

It is expressly understood and agreed that REQUESTOR enters into this agreement with Vendor and any sub-vendor as authorized under the provisions of this contract as an independent Vendor on a purchase of service basis and not on an employer-employee basis and not subject to State Merit System law.

1.4.21 Disputes and Litigation

Except in those cases where the proposal response exceeds the requirements of the RFP, any conflict between the response of Vendor and the RFP shall be controlled by the provisions of the RFP. Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the ADPH State Health Officer.

The Vendor's sole remedy for the resolution or settlement of any and all disputes arising under the terms of this contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. Pending a final decision of a dispute hereunder, the Vendor must proceed diligently with the performance of the contract in accordance with the disputed decision.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

Any litigation brought by REQUESTOR or Vendor regarding any provision of the contract shall be brought in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division, according to the jurisdictions of these courts. This provision shall not be deemed an attempt to confer any jurisdiction on these courts which they do not by law have, but is a stipulation and agreement as to forum and venue only.

1.4.22 Records Retention and Storage

Vendor shall maintain financial records, supporting documents, statistical records, and all other records pertinent to the ADPH for a period of three years from the date of the final payment made by REQUESTOR to Vendor under the contract. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun but is not completed at the end of the three- year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the three-year period, the records shall be retained until resolution.

1.4.23 Inspection of Records

Vendor agrees that representatives of the Comptroller General, HHS, the General Accounting Office, the Alabama Department of Examiners of Public Accounts, and ADPH and their authorized representatives shall have the right during business hours to inspect and copy Vendor's books and records pertaining to contract performance and costs thereof. Vendor shall cooperate fully with requests from any of the agencies listed above and shall furnish free of charge copies of all requested records. Vendor may require that a receipt be given for any original record removed from Vendor's premises.

1.4.24 Payment

Vendor shall submit to REQUESTOR a detailed invoice for compensation for the deliverable and/or work performed. Invoices should be submitted to the ADPH assigned Project Manager. Payments are dependent upon successful completion and acceptance of described work and delivery of required documentation. REQUESTOR reserves the right to structure payments on a percentage-basis that is conditioned upon the successful completion of identified project milestones.

1.4.25 Notice to Parties

Any notice to REQUESTOR under the contract shall be sufficient when mailed to the ADPH assigned Project Manager. Any notice to Vendor shall be sufficient when mailed to Vendor at the address given on the return receipt from this RFP or on the contract after signing. Notice shall be given by certified mail, return receipt requested.

1.4.26 Disclosure Statement

The successful Vendor shall be required to complete a State of Alabama financial disclosure statement with the executed contract. A copy of this form is included in the RFP at Section 8.11.

1.4.27 Debarment

Vendor hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.

1.4.28 Not to Constitute a Debt of the State

Under no circumstances shall any commitments by REQUESTOR constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Vendor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against REQUESTOR with the Board of Adjustment for the State of Alabama.

1.4.29 Qualification to do Business in Alabama

Should a foreign corporation be selected to provide professional services in accordance with this RFP, it must be qualified to transact business in the State of Alabama in accordance with Section 10-2B-15.01, et seq., Code of Alabama (1975), and possess a Certificate of Authority issued by the Secretary of State at the time a professional services contract is executed. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324, www.sos.state.al.us. The Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the proposal.

1.4.30 Choice of Law

The construction, interpretation, and enforcement of this contract shall be governed by the substantive contract law of the State of Alabama without regard to its conflict of laws provisions. In the event any provision of this contract is unenforceable as a matter of law, the remaining provisions will remain in full force and effect.

1.4.31 Alabama InterChange Interface Standards

Vendor hereby certifies that any exchange of MMIS data with the ADPH's fiscal agent will be accomplished by following the Alabama InterChange Interface Standards Document, which is contained in the RFP library.

1.4.32 Headings and Titles

Any headings or titles used to help identify any part of this RFP or any contract upon which it is based are for references purposes only and shall not be deemed as controlling the interpretation or meaning of any provision of this RFP or any contract upon which it shall be based.

1.4.33 Changes to the Statement of Work

During the contract period, if the Vendor considers that any written or oral communication, including any order, direction, instruction, interpretation, or determination, received from the Project Manager or any ADPH agent or representative, or that any other act or omission of ADPH, its agent or representative (an "Event") constitutes a change to the scope of the Statement of Work of this RFP but is not plainly identified, labeled, or titled as such, the Vendor shall advise ADPH's Project Manager in writing within 10 business days of the Event and shall request written confirmation of the Event. The notice shall state:

- The nature and pertinent circumstances of the communication, act, or omission regarded as a change in scope of the Statement of Work by the Vendor;
- The date of the communication, act, or omission, and the identification of each individual involved in such communication, act, or omission, listing his or her name and function;
- The identification of the documents involved;
- The substance of any oral communications;
- The particular technical requirements or contract requirements regarded as changed; and
- The direct and foreseeable consequential effect of the communication, act, or omission regarded as a change to the scope of the Statement of Work, including the number of hours required from the staff to accomplish the

change and the manner and sequence of performance or delivery of supplies or services, identifying which supplies or services are or shall be affected.

The ADPH shall respond within 10 days of receipt of the Vendor's notice, either:

- To countermand the action or communications regarded as an Event;
- To deny that the Event is a change in the scope of the Statement of Work;
- To confirm that the Event is a change to the scope of the Statement of Work by issuance of a written notice; or
- If the information in the Vendor's notice is inadequate to permit a decision to be made, advise the Vendor as to what additional information is required and establish the date by which this information shall be furnished;
- If the Vendor complies with any order, direction, interpretation, or determination, written or oral, without providing the notice, in accordance with this section, the REQUESTOR shall not be liable for any increased price, delay in performance, or contract nonconformance by the Vendor. If the Vendor does not agree with the decision of ADPH'S designee, the Vendor has 30 days to appeal the decision to the State Health Officer.

1.4.34 Non-assignment

This contract shall not be assigned without written consent of the REQUESTOR. Except under exceptional circumstances, no such consent shall be given.

1.4.35 Subcontracts

The Vendor may subcontract for any services necessary to the completion and maintenance of this contract and to the performance of its duties under this contract with advance written approval by the Agency of both the subcontracted function and the subcontractor. Subcontractors include those whose services shall be purchased or software licensed by the Vendor, and any business partnerships between the Vendor and others. Subcontractors shall demonstrate the capability to perform the function to be subcontracted at a level equal or superior to that of the Vendor. All subcontracts shall be in writing, with the subcontractor functions and duties clearly identified, and shall require the subcontractor to comply with all applicable provisions of this RFP. The Vendor shall at all times remain responsible for the performance by any subcontractors approved by the REQUESTOR. The Vendor's performance bond and Vendor's responsibility for damages shall apply whether performance or nonperformance was by the Vendor or one of its subcontractors. The REQUESTOR shall not release the Vendor from any claims or defaults of this contract, which are predicated upon any action or inaction or default by any subcontractor of the Vendor, even if such subcontractor was approved by the REQUESTOR as provided above. The Vendor shall give the REQUESTOR notice

in writing by certified or registered mail of any action or suit filed against it by any subcontractor and prompt notice of any claim made against the Vendor by any subcontractor or Vendor, which in the opinion of the Vendor may result in litigation related in any way to this contract with the APHCA, ADPH or the State of Alabama.

1.4.36 Vendor's Duties Upon Expiration/Termination

Prior to the expiration or termination of these contracts, the Vendor shall provide, at no extra charge, full support and assistance in turning over the complete and current deliverables to the REQUESTOR or its agent. The Agency desires a low-risk turnover that is transparent. Specific objectives are to provide for an orderly, complete, and controlled transition to a successor Vendor and to minimize any disruption of processing and services provided.

The Vendor must:

- Stop work under these contracts on the date and to the extent specified in the notice of termination;

- Place no further orders or subcontracts for materials or services, except as may be necessary for completion of such portion of work under these contracts as is not terminated;

- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

- Assign to REQUESTOR, in the manner and to the extent directed by REQUESTOR, all of the rights, title, and interest of the Vendor under the orders or subcontracts so terminated, in which case the REQUESTOR shall have the right, in its discretion, to settle, pay or deny any or all claims arising out of the termination of such orders and subcontracts;

- With the prior approval or ratification of the REQUESTOR, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of these contracts. Failure to obtain prior approval shall result in loss of the REQUESTOR reimbursement;

- Complete the performance of such part of the work as shall not have been terminated by the notice of termination; and

- Take such action as shall be necessary, or as the REQUESTOR shall direct, for the protection and preservation of any and all property or information related to these contracts which is in the possession of the Vendor and in which the REQUESTOR has or shall acquire an interest.

1.4.37 Termination Claims

After receipt of a notice of termination, Vendor must submit to the REQUESTOR'S or ADPH's Project Manager any termination claim, in the form and with the certification prescribed by the RFP Project Manager. Such claim shall be submitted promptly but in no event later than sixty days from the effective date of termination. Upon failure of the Vendor to submit its termination claim within the time allowed, the REQUESTOR'S RFP Coordinator may, subject to any review required by the ADPH procedures in effect as of the date of execution of the contract, determine, on the basis of information available, the amount, if any, due to the Vendor by reason of the termination and shall thereupon cause to be paid to the Vendor the amount so determined.

Upon receipt of notice of termination, Vendor must have no entitlement to receive any amount for lost revenues or anticipated profits or for expenditures associated with this or in any other contract. Vendor shall be paid only by the following upon termination:

- At the contract price(s) for completed deliverables and services delivered to and accepted by REQUESTOR; and

- At a price mutually agreed by the Vendor and REQUESTOR for partially completed deliverables.

In the event of the failure of the Vendor and REQUESTOR to agree in whole or in part as to the amounts with respect to costs to be paid to the Vendor in connection with the total or partial termination of work pursuant to this article, REQUESTOR shall determine on the basis of information available the amount, if any, due to the Vendor by reason of termination and shall pay to the Vendor the amount so determined.

1.4.38 Health Insurance Portability and Accountability Act of 1996 Requirements

All parties shall comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and any implementing regulations as adopted.

1.4.39 Conflict of Interest

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Vendor further covenants that in the performance of these contracts no person having any such known interests shall be employed by the Vendor.

1.4.40 Performance Bond

In order to assure full performance of all obligations imposed on a Vendor contracting with the State of Alabama, the Vendor will be required to provide a performance guarantee in the amount of $500,000.00. The performance guarantee must be submitted by Vendor at least ten calendar days prior to the contract start date. The form of security guarantee shall be one of the following: (1) Cashier's check (personal or company checks are not acceptable) (2) Other type of bank certified check (3) Money order (4) An irrevocable letter of credit (5) Surety bond issued by a company authorized to do business within the State of Alabama. This bond shall be in force from that date through the term of the operations contract and 90 calendar days beyond and shall be conditioned on faithful performance of all contractual obligations. Failure of the Vendor to perform satisfactorily shall cause the performance bond to become due and payable to the State of Alabama. The ADPH Office of General Counsel shall be custodian of the performance bond. Said bond shall be extended in the event the REQUESTOR exercises its option to extend the operational contract.

1.4.41 Indemnification

The Vendor agrees to indemnify, defend and hold harmless the REQUESTOR and the State and their officers, agents and employees (hereinafter collectively referred to as "indemnitees"), for all claims, losses, or suits accruing or resulting from the Vendor's performance or non-performance of its duties under these contracts. The Vendor, at its own expense, shall defend any claim or suit which may be brought against the State for the infringement of any patents, copyrights, proprietary rights or right of privacy arising from the Vendor's or State's use of any equipment, materials, or information prepared or developed in conjunction with performance of these contracts. The Vendor shall, in any such suit, satisfy any final judgment for infringement. Any Federal sanction or damages, other than those specified herein, imposed upon the State due to the Vendor's failure to perform its responsibilities under these contracts shall be paid by the Vendor.

The Vendor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and hold harmless the indemnities of` and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage, (including but not limited to bodily injury or personal injury including death, property damage, workers' compensation benefits, employment benefits, libel, slander, defamation of character and invasion of privacy) and attorney fees, caused by, growing out of, or otherwise happening in connection with these contracts, due to any act or omission (whether intentional or negligent, through theft or otherwise), or due to any breach of this contract, or due to the application or violation of any pertinent Federal, State or local law, rule, policy or regulation by the Vendor.

This indemnification applies whether: (1) the activities involve third parties or employees, subcontractors or agents of the Vendor or indemnities, or (2) a claim results in a monetary obligation that exceeds any contractual commitment.

This indemnification extends to the successors and assigns of the Vendor, and this indemnification and release survives the termination of this contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Vendor.

The Vendor must, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnities. No settlement or compromise of any claim, loss or damage asserted against indemnities shall be binding upon the indemnities unless expressly approved by the indemnities.

1.4.42 Liquidated Damages

The purpose of liquidated damages is to ensure adherence to the performance requirements in these Contracts. No punitive intention is inherent. It is agreed by the Agency and the Contractor that, in the event of a failure to meet the contract requirements, damage shall be sustained by the Agency, and that it is and shall be impractical and extremely difficult to ascertain and determine the actual damages which the REQUESTOR shall sustain in the event of, and by reason of, such failure; and it is therefore agreed that the Vendor shall pay the REQUESTOR for such failures at the sole discretion of the REQUESTOR according to the following subsections (unless these damages are waived by REQUESTOR).

- REQUESTOR may assess damages in the amount of $2500.00 per working day or any part thereof for project deliverables produced after the day identified in agreed upon project plan.

- REQUESTOR may impose liquidated damages of up to 10 percent (10%) of the total proposed project price should specific personnel proposed by the Vendor not be available, or become materially absent during the course of the project.

Written notification of each failure to meet contractual requirements shall be given to the Vendor. The imposition of liquidated damages is not in lieu of any other remedy available to the Agency.

A decision by the REQUESTOR not to exercise this damage clause in a particular instance shall not be construed as a waiver of the REQUESTOR'S right to pursue future assessment of that performance requirement and associated damages. The REQUESTOR may, at its sole discretion, return all or a portion of any liquidated damages collected, as an incentive to the Vendor for prompt and lasting correction of performance problems.

Amounts owed the REQUESTOR due to liquidated damages shall be deducted by the REQUESTOR from any money payable to the Vendor pursuant to this Contract. These amounts may be deducted from any actual damages claimed by the REQUESTOR in the event of litigation for non-compliance and default.

1.5 RFP Name

The REQUESTOR has assigned the following RFP identification name -- it must be referenced in all communications regarding the RFP as:

Home Health Electronic Health Record RFP

1.6 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date, which is detailed in Section 2, RFP Schedule of Events. A PROPOSER must respond to the RFP and any exhibits, attachments, or amendments. A PROPOSER'S failure to submit a Proposal as required by Section 3, RFP Proposal Format and Content, before the deadline, will result in the Proposal being considered non-responsive and will cause the Proposal to be disqualified.

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery as required by Section 3, Proposal Format and Content by the designated deadline. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested. The PROPOSER assumes the risk of the method of submission and/or dispatch chosen. REQUESTOR assumes NO responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual Proposal receipt as required under Section 3, Proposal Format and Content. Proposals delivered by facsimile and email transmission will not be accepted. Proposals must be submitted in the proper format as outlined in Section 3, Proposal Format and Content.

1.7 Terminology

The use of the terms "must" in the RFP constitutes a "required" or "mandatory" requirement and mandates a response from the PROPOSER. Failure by the PROPOSER to respond to any of these requirements in the entire RFP will be considered non-responsive, and if deemed non-responsive the Proposal will be rejected.

The PROPOSER must respond with "ACKNOWLEDGE AND COMPLY" to each section in the RFP that constitutes a "required" or "mandatory" requirement and does not request a specific answer or information.

The use of the term "may" in the RFP constitutes something that is not "required" or "mandatory" but is up to the PROPOSER'S discretion whether to submit or comply with what is asked for. Not answering something that is stated with "may" will not be considered non-responsive.

If the PROPOSER cannot respond with "ACKNOWLEDGE AND COMPLY," then the PROPOSER must respond with "EXCEPTION." (See Section 3.3 for additional instructions regarding exceptions.)

Where a section asks a question or requests information (e.g.: "The PROPOSER must provide…") the PROPOSER must respond with the specific answer or information requested.

1.8 Communications Regarding the RFP

1.8.1 Contact with Staff

The integrity of the RFP process is of paramount importance to REQUESTOR and will not be compromised. From the date this Request for Proposal (RFP) is issued through the evaluation process, PROPOSERS and their associates and representatives must not initiate communication with any APHCA or ADPH staff, State staff, officials, or representatives regarding this Proposal except as provided by Section 1.3. Any unauthorized contact regarding this Proposal will disqualify the PROPOSER from further consideration.

Questions or inquiries regarding the RFP, or the selection process, will be considered only when submitted as directed by the provisions of Section 1.8.5. All communications must be via e-mail to the RFP Coordinator at the e-mail address noted in Section 1.8.5. Any oral communications will be considered unofficial and non-binding to REQUESTOR.

1.8.2 RFP Coordinator

The Coordinator for this RFP will be:

LaTisha McCord,
Assistant to the P. H. Admin. Officer
201 Monroe Street
Suite 1050
Montgomery, AL 36104

1.8.3 Letter of Intent

A letter of REQUESTOR'S intent to issue this RFP was mailed on June 21, 2017 and placed on the RFP website.

The PROPOSER is requested to respond with a Notice of Interest with an e-mail indicating their interest to be included in future electronic email notifications concerning the RFP on or before June 26, 2017. PROPOSER responses to the Letter of Intent to Issue RFP are being used only to collect correspondence information from interested PROPOSERS.

Submittal of a response to the Letter of Intent is not a prerequisite for submitting a Proposal, but it is necessary to facilitate a PROPOSER'S notification via e-mail of RFP amendments and other communications regarding the RFP.

1.8.4 Proposer Questions

PROPOSERS with questions requiring clarification or interpretation of any Section within this RFP must submit questions to the RFP Coordinator by e-mail to:

latisha.mccord@adph.state.al.us

Submitted questions and requests for clarification must:

- cite the subject RFP name identified in Section 1.5;
- list the section number in question; and
- list the RFP page number.

The RFP Coordinator must receive these requests via e-mail by the deadline specified in Section 2, RFP Schedule of Events. The RFP Coordinator will review the questions with REQUESTOR and provide an official written answer to all questions received. The questions and answers will be posted on the RFP website defined in Section 1.3.2.

Communications that result in a significant change to the RFP may be listed as an amendment to the RFP. Only posted responses to e-mailed communications will be considered official and binding upon REQUESTOR. REQUESTOR reserves the right, at its sole discretion, to determine appropriate and adequate responses to PROPOSER questions and requests for clarification.

The RFP Coordinator will send, via e-mail, notice of the online posting of its written responses to written questions, to all PROPOSERS submitting a Notice of Interest by the deadline as specified in Section 2, RFP Schedule of Events.

1.8.5 Addendum

As a result of the questions received or due to other circumstances, REQUESTOR may modify or change the RFP. In the event the RFP is modified, the modifications will be posted as a formal addendum and added to the RFP website as defined in Section 1.3.4 and the PROPOSER will be responsible to check for all posted changes. If the changes are major and extensive, REQUESTOR may, at its discretion, withdraw this RFP and may or may not issue a replacement. Failure to incorporate addendums in the submitted response may result in the Proposal being considered non-responsive and may result in disqualification.

1.8.6 Oral Presentations

REQUESTOR reserves the right to request an oral presentation that may require a software demonstration of the PROPOSER'S technology and presentation of the proposed Key Positions as defined in Section 4.5.2. REQUESTOR will be liable for any costs associated with the presentation. This presentation must demonstrate the capabilities of a PROPOSER to provide the solution as outlined in the

PROPOSER'S Proposal. PROPOSERS will be provided details as to the format and content of the oral presentation as part of an official invitation to make an oral presentation. Additionally, in conducting presentations, REQUESTOR may use information derived from Proposals submitted by competing PROPOSERS without disclosure of the identity of the other PROPOSER. Oral Presentations may be used as part of the overall PROPOSER evaluation as defined in Section 7.

1.9 Disclaimer

All statistical and fiscal information contained in the RFP and its exhibits, including amendments and modifications thereto, reflect the best and most accurate information available to REQUESTOR at the time of RFP preparation. No inaccuracies in such data must constitute a basis for an increase in payments to the PROPOSER, a basis for delay in performance nor a basis for legal recovery of damages, either actual, consequential or punitive except to the extent that such inaccuracies are shown by clear and convincing evidence to be the result of intentional misrepresentation by APHCA and ADPH.

1.10 Licensure

Before a Contract pursuant to this RFP is signed, the PROPOSER must hold all necessary, applicable business and professional licenses qualifying it to do business in the State of Alabama. REQUESTOR may require any or all PROPOSERS to submit evidence of proper licensure.

1.11 Compliance with Beason-Hammon Alabama Taxpayer and Citizen Protection Act. (Act 2012-491)

Act 2012-491 of the Alabama Legislature, codified as Code of Alabama, §§31-13-1 et seq., regulates illegal immigration in the State of Alabama. Effective April 1, 2012, all contracts with the State or a political subdivision thereof must comply with the provisions of that law whether or not the contractor has a presence in Alabama or the work will be performed outside of the State.

Information regarding Act 2012-491 can be found at the following website: http://immigration.alabama.gov/.

Compliance with Act 2012-491 is due upon contract award and not part of the RFP process.

1.12 Project Work Environment

The Alabama Department of Public Health central office, RSA Tower, Suite 1200, Montgomery, Alabama 36104 is the primary location where major work and project operations are to be performed, completed, and managed.

All PROPOSER costs associated with travel to Montgomery during the course of the project, as well as lodging and per diem costs, must be included in the PROPOSER'S cost

proposal but should not be broken out separately. PROPOSER is expected to cover all travel and related costs during the project and will not be reimbursed by the State.

All PROPOSER requests for alternative work sites based on project roles and/or limited client/user interaction will be reviewed by REQUESTOR and will require REQUESTOR approval.

1.13 Workspace

The PROPOSER will work side-by-side with ADPH and/or APHCA assigned staff in ADPH offices. ADPH will provide workspace for PROPOSER staff located in the building. ADPH will provide for all rent, utilities, and office furniture for this workspace. Specifics of this arrangement are subject to review during contract negotiations.

1.14 Work Days and Hours

ADPH and PROPOSER team members will work on a Monday through Friday schedule, with a normal work day beginning at 8:00 a.m. and ending at 5:00 p.m. Central time. ADPH's team will also have some holidays which might be in addition to those provided by the PROPOSER'S own policies. PROPOSER must ensure sufficient, onsite coverage during 90% of ADPH's normal business hours to facilitate management of the project and expeditious resolution of issues.

While ADPH acknowledges that observance of the ADPH's normal workday schedule is may not always be possible, the PROPOSER should prepare its proposal with the expectation that ADPH's team will primarily work according to the normal workday schedule. ADPH assigned staff will be permitted to take state leave days in accordance with approved standard leave and holiday schedules. The PROPOSER should take ADPH assigned staff's expected schedule into consideration when planning the staffing model for the PROPOSER'S consultants.

At any time during the project, ADPH reserves the right to modify the workdays and hours to best meet the needs of the project.

If resources in other time zones need to work with ADPH resources, they will be expected to accommodate ADPH's standard work hours.

1.15 General Liability Insurance

Before a Contract pursuant to this RFP will be executed, the selected PROPOSER must obtain, pay for and keep in force a minimum liability insurance coverage of $1,000,000 of general liability coverage for each occurrence and shall furnish a certificate of insurance to REQUESTOR evidencing that such insurance is in force and effect.

The selected PROPOSER must ensure that any Subcontractor secures general liability insurance coverage equal to or greater than that prescribed in this Section.

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2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents REQUESTOR'S best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m., Central Time.

REQUESTOR reserve the right, at their discretion, to adjust this schedule as necessary. Notification of any adjustment to the Schedule of Events will be provided via the RFP website defined in Section 1.8.5.

Event	Date
Public Notification of Intent to Issue RFP	06-19-2017
Issuance of RFP (PDF) via website: www.adph.org/HOMEHEALTH/	06-26-2017
Deadline for Submitting Written Questions by 5:00 PM CST	07-11-2017
Responses to Proposer Questions Published on RFP Website	07-18-2017
Deadline for Submitting Proposals by 5:00 PM CST	07-28--2017
Evaluation Period	07-31-2017- 08-11-2017
Mandatory Presentations	08-14-2017- 08-18-2017
APHCA Board Approval	TBD
Contract Start	TBD

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3 PROPOSAL FORMAT AND CONTENT

3.1 General Format

3.1.1 PROPOSERS must respond to this RFP with a Proposal divided into three major sections. The Proposal must be divided into the following three sections:

(a) PROPOSER Qualifications and Experience;
(b) Requirements; and
(c) Cost Proposal.

Each of these major sections must reference the RFP sections to which the PROPOSER must respond.

3.1.2 The PROPOSER must structure its response in the same sequence, using the same labeling and numbering that appears in the RFP section in question. For example, the Proposal would have a major section entitled "Proposer Qualifications and Experience." Within this section, the PROPOSER would include their response, addressing each of the numbered sections in sequence, as they appear in the RFP: i.e. 4.2.1, 4.2.2, 4.2.3, and so on. The response to each Section must be preceded by the Section text of the RFP followed by the PROPOSER'S response.

3.1.3 Use of Electronic Versions of this RFP

This RFP and its attachments are available by electronic means on the RFP website. If accepted by such means, the PROPOSER acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the PROPOSER'S possession and the version maintained by REQUESTOR, the version maintained by REQUESTOR must govern.

3.1.4 Proposals must not include references to information located elsewhere, such as Internet websites. Information or materials presented by the PROPOSER outside the formal response or subsequent discussion/negotiation will not be considered, and will have no bearing on any award.

3.1.5 Proposals must be prepared on standard 8 ½" x 11" paper and each major Section must be bound separately. All Proposal pages must be numbered unless specified otherwise. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English.

3.2 Submission

3.2.1 Location

Proposals must be received at the location below by the date and time specified as the Deadline for Submitting Proposal in the RFP Section 2, Schedule of Events.

RFP Coordinator: LaTisha McCord
201 Monroe Street
Suite 1050
Montgomery, AL 36104

It must be the PROPOSER'S sole risk to assure delivery at the designated location by the designated time. A Proposal received after the deadline stated in Section 2 may not be accepted and may be disqualified from further consideration.

3.2.2 Multiple Proposals and Joint Ventures

3.2.2.1 Multiple Proposals

PROPOSERS must not submit multiple Proposals in response to this RFP. A PROPOSER is allowed to submit a Proposal in response to this RFP as the PROPOSER and participate in other Proposals as a Subcontractor. There is no limitation regarding the number of Proposals naming a PROPOSER as a Subcontractor.

3.2.2.2 Joint Ventures

Joint ventures are not acceptable in response to this RFP. If multiple PROPOSERS are proposing to jointly perform the project, the proposal must be submitted in the form of a prime contractor/subcontractor(s) arrangement.

3.2.2.3 Subcontractor Definition

The REQUESTOR defines a subcontractor as any third party contracted by the PROPOSER to perform the contract work described in the RFP, whether a small portion of the work or a large portion of the work. If anyone or company other than the awarded PROPOSER performs the work, that person/company would be a subcontractor.

3.2.3 Proposal Submittal

PROPOSERS must submit one (1) signed original hardcopy Proposal and one (1) softcopy CD/DVD or USB flash drive of the entire Proposal to the RFP Coordinator in a sealed package and clearly marked:

"Proposal in Response to Electronic Health Record Implementation and Maintenance Services RFP - Do Not Open"

The softcopy CD/DVD or USB flash drive version of the Proposal must contain the following:

3.2.3.1 One (1) complete copy of the Proposal in searchable Adobe Acrobat PDF format;

3.2.3.2 One (1) complete copy of the Proposal in Microsoft Word 2010 or later format;

3.2.3.3 Each PROPOSER provided attachment in Microsoft Word 2010 or later format or Acrobat PDF format; and

3.2.3.4 One (1) complete copy of the Proposal and attachments with redaction of all confidential and/or proprietary information in Acrobat PDF format.

3.2.4 Section Coversheet

The first page of each major Section must be a dated cover sheet identifying the PROPOSER and proposed solution with an original ink signature of the person(s) legally authorized to bind the PROPOSER to the Proposal. Proposals without signatures of persons legally authorized to bind the PROPOSER to the Proposal will be rejected. The cover sheet must clearly identify the major section and assigned RFP number. The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the PROPOSER (do not number this page).

3.2.5 Table of Contents

The cover sheet must be followed by the "Table of Contents," which must list all sections, subsections and page numbers.

3.3 Exceptions

If a PROPOSER cannot comply with a requirement of the RFP, the PROPOSER must complete Attachment 8.2 Proposer Exceptions and include it as an attachment to the Proposer Qualifications and Experience Proposal. The PROPOSER must fill out a separate sheet for each exception.

3.4 Non-Responsiveness

Any Proposal that does not meet the requirements and provide all required documentation will be considered non-responsive; and if deemed non-responsive, the Proposal will be rejected.

3.5 Required Review and Waiver of Objections by Proposer

PROPOSERS should carefully review this RFP and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction

(collectively called "Questions"). Questions concerning the RFP must be made via e-mail directly to the RFP Coordinator and must be received by the RFP Coordinator no later than the Deadline for Written Questions detailed in Section 2, RFP Schedule of Events. Proposers are encouraged to submit any PROPOSER identified RFP errors and/or omissions to the RFP Coordinator. This will allow issuance of any necessary amendments and help prevent the opening of defective Proposals upon which a contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of RFP Coordinator, in writing, by the Deadline for Written Questions as defined in Section 2.

3.6 Proposal Preparation and Presentation Costs

REQUESTOR shall NOT be responsible or pay any costs associated with the preparation, submittal, presentation, or any other costs associated with any Proposal.

3.7 Proposal Withdrawal

PROPOSERS may withdraw a submitted Proposal at any time before the submission deadline. To withdraw a Proposal, the PROPOSER must submit a written request, signed by a PROPOSER representative authorized to sign the resulting contract, to the RFP Coordinator. After withdrawing a previously submitted Proposal, the PROPOSER may submit another Proposal at any time up to the deadline for submitting Proposals, as detailed in Section 2, RFP Schedule of Events.

3.8 Proposal Amendment

REQUESTOR will not accept any amendments, revisions, or alterations to Proposals after the deadline for Proposal submittal unless such is formally requested, in writing, by REQUESTOR.

3.9 Proposal Errors

The PROPOSER is liable for all errors or omissions contained in their Proposal. PROPOSERS will not be allowed to alter Proposal documents after the deadline for submitting a Proposal. If a PROPOSER needs to change a previously submitted Proposal, the PROPOSER must withdraw the entire Proposal and may submit the corrected Proposal before the Deadline for Submitting Proposals as defined in Section 2.

3.10 Incorrect Proposal Information

If REQUESTOR determines that a PROPOSER has provided, for consideration in the evaluation process or contract negotiations, incorrect information of which the PROPOSER knew or should have known was materially incorrect, that Proposal will be determined non-responsive, and the Proposal may be rejected.

3.11 Proposal Clarifications and Discussions

REQUESTOR reserves the right to request clarifications with any or all PROPOSERS if they are necessary to properly clarify compliance with the requirements of this RFP. REQUESTOR will not be liable for any costs associated with such clarifications. The purpose of any such clarifications will be to ensure full understanding of the Proposal. Clarifications will be limited to specific sections of the Proposal identified by REQUESTOR. If clarifications are requested, the PROPOSER must put such clarifications in writing within the time frame specified by REQUESTOR in the request.

3.12 Right of Rejection

3.12.1 After consultation, REQUESTOR reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP in its entirety.

3.12.2 Any Proposal received which does not meet the requirements of this RFP, will be considered to be non-responsive, and the Proposal will be rejected. The PROPOSER must comply with all of the terms of this RFP and all applicable State laws and regulations. REQUESTOR will reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

3.12.3 REQUESTOR reserves the unilateral right to amend this RFP in writing at any time. REQUESTOR also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it must be provided to all PROPOSERS submitting a response to the Letter of Intent. The PROPOSER must respond to the final written RFP and any exhibits, attachments, and amendments.

3.13 Disclosure of Proposal Contents

Other than proposal prices, all proposals and supporting documents are kept confidential until the evaluation process is complete and a contract has been awarded. PROPOSERS should be aware that any information in a Proposal may be subject to disclosure and/or reproduction under Alabama law after an award is issued. Designation as proprietary or confidential may not protect any materials included within the Proposal from disclosure if required by law. PROPOSERS should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as “CONFIDENTIAL” on the bottom of the page. PROPOSERS must redact this information in the redacted copy provided to the RFP Coordinator pursuant to Section 3.2.3.4. PROPOSERS must also state any legal authority as to why that material should not be subject to public disclosure under Alabama open records laws and is marked as Proprietary Information. By way of illustration but not limitation, “Proprietary Information" may include trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques.

Information contained in the Cost Proposal section may not be marked confidential. It is the sole responsibility of the PROPOSER to indicate information that is to remain confidential. REQUESTOR assumes NO liability for the disclosure of information not identified by the

PROPOSER as "confidential". If the PROPOSER identifies its entire Proposal as confidential, REQUESTOR may deem the Proposal as non-responsive and may reject it.

PROPOSER agrees to intervene in and defend any lawsuit brought against APHCA and/or ADPH for its refusal to provide PROPOSER's alleged confidential and/or proprietary information to a requesting party. APPHCA and/or ADPH will provide PROPOSER written notice of any such lawsuit within ten (10) days of receipt of service by APHCA or ADPH. PROPOSER must intervene within thirty (30) days of notice or will be deemed to have waived any and all claim that information contained in the Proposal is confidential and/or proprietary and any and all claims against APHCA or ADPH for disclosure of PROPOSER'S alleged confidential and/or proprietary information.

3.14 Copyright Permission

By submitting a Proposal, the PROPOSER agrees that REQUESTOR may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the PROPOSER consents to such copying and warrants that such copying will not violate the rights of any third party. REQUESTOR must have the right to use ideas or adaptations of ideas that are presented in Proposals.

3.15 Ownership of Data

The ADPH is the owner and custodian of all patient electronic medical records, billing information, prescription drug or other data or documentation to be utilized or accessed through the use of the newly developed customized software developed under the terms of this RFP. Vendor shall have no rights, title, ownership or licenses to store, collect, copy or otherwise reproduce of exploit its temporary access to such data and such use would be wrongful and constitute an unlawful conversion of use of ADPH propriety information.

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4 QUALIFICATIONS AND EXPERIENCE

The response to the Proposer Qualifications and Experience Section must be divided into the following:

- Section Cover Sheet;
- Table of Contents;
- Transmittal Letter;
- Proposer's Mandatory Qualifications;
- Proposer's General Qualifications and Experience;
- References; and
- Staffing.

4.1 Transmittal Letter

Each response must be accompanied by a Transmittal Letter. The Transmittal Letter shall:

- be submitted on PROPOSER'S official business letterhead;
- shall be signed by an individual authorized to commit the PROPOSER to the scope of work proposed;
- dated and signed by a representative that has the legal capacity to contract with the APHCA; and
- state the RFP Subject, the name of the PROPOSER, PROPOSER'S business address, email address, telephone number, and name of authorized contact person to speak on behalf of the Vendor.

4.1.1 The Proposal Transmittal Letter must be an offer of the PROPOSER. The Proposal Transmittal Letter must reference and respond to the following subsections in sequence and include corresponding documentation as required. Following the cover sheet and table of contents, the Transmittal Letter must be the first page of the Proposal.

4.1.2 The letter must state that the Proposal remains valid for at least one hundred and twenty (120) days subsequent to the Deadline for Submitting Proposals (Section 2, RFP Schedule of Events) and thereafter in accordance with any resulting Contract between the PROPOSER and REQUESTOR.

4.1.3 The letter must provide the complete legal entity name, form of business (e.g. LLC, Inc., etc.), and Federal Employer Identification Number (FEIN) of the firm making the Proposal.

4.1.4 The letter must state whether the PROPOSER or any individual who will perform work under the Contract has a possible conflict of interest (i.e. employment by the State of Alabama, APHCA or ADPH) and, if so, must state the nature of that conflict. REQUESTOR reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offer. Such determination regarding any questions of conflict of interest must be solely within the discretion of REQUESTOR.

4.1.5 The Letter must state unequivocal understanding of the general information presented in all Sections and agree with all requirements/conditions listed in the RFP. Any and all exceptions to mandatory requirements of the RFP must be defined in Attachment 8.2 Proposer Exceptions.

4.1.6 The letter must state that the PROPOSER has an understanding of and will comply with the Pro Forma Contract as set out in Attachment 8.9.

4.1.7 No reference is to be made to any pricing information or elements of dollar amount in the Transmittal Letter. **If any element of dollar amount is referred to in the Transmittal Letter, the Proposer shall be disqualified**

4.2 Proposer's Mandatory Qualifications

The Mandatory Proposer Qualifications must reference and respond to the following subsections in sequence and include corresponding documentation as required.

4.2.1 The PROPOSER must provide written confirmation that they comply with the provisions of this RFP, without exceptions unless otherwise noted. If PROPOSER fails to provide such confirmation, REQUESTOR, at its sole discretion, may determine the Proposal to be non-responsive, and if deemed non-responsive the Proposal may be rejected.

4.2.2 The PROPOSER must complete RFP Attachment 8.1 to comply with the listed conditions.

4.2.3 Act 2001-955 requires an Alabama Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. PROPOSERS must go to the URL: http://www.ago.state.al.us/Page-Vendor-Disclosure-Statement-Information-and-Instructions to download a copy of the Alabama Disclosure Statement. The Alabama Disclosure Statement must be filled out and must be submitted with the Proposal and attached to the Proposer Qualifications and Experience section.

4.2.4 The PROPOSER must provide an "acknowledge and comply" statement that the PROPOSER has a continuing obligation to disclose any change of circumstances that will affect its qualifications as a PROPOSER.

4.2.5 The PROPOSER must provide an "acknowledge and comply" statement that the proposed solution does not utilize terminal services or client server solutions.

4.3 Proposer's General Qualifications and Experience

4.3.1 Proposer General Qualification and Experience

To evidence the PROPOSER'S experience in delivering services similar to those required by this RFP, the General Proposer Qualifications and Experience must reference and respond to the following subsections in sequence and include corresponding documentation as required.

The PROPOSER must provide the following:

4.3.1.1 A brief, descriptive statement indicating the PROPOSER'S credentials to deliver the services sought under this RFP;

4.3.1.2 A brief description of the PROPOSER'S background and organizational history;

4.3.1.3 Number of years in business;

4.3.1.4 A summary to include the location of the PROPOSER'S headquarters and the number of branch locations within the State of Alabama;

4.3.1.5 A brief statement of how long the PROPOSER has been performing the services required by this RFP;

4.3.1.6 A detailed description of relevant EHR software implementation and maintenance experience within the last five (5) years. The narrative in response to this section must thoroughly describe the PROPOSER'S experience with providing the services sought under this RFP. In this Section, the PROPOSER is encouraged to provide sample documents describing the PROPOSER'S experience.

4.3.1.7 A description of the number of employees and client base;

4.3.1.8 Whether there have been any mergers, acquisitions, sales, or reorganization of the PROPOSER company within the last five (5) years (and if so, an explanation providing relevant details);

4.3.1.9 A statement as to whether any PROPOSER employees to be assigned to this project have been convicted of, pled guilty to, or pled nolo contendere to any felony; and if so, an explanation providing relevant details;

4.3.1.10 A statement as to whether there is pending or current litigation which would impair PROPOSER'S performance in a Contract under this RFP;

4.3.1.11 A statement as to whether, in the last ten years, the PROPOSER has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;

4.3.1.12 A statement as to whether the PROPOSER has ever been disqualified from competition for government contracts; and if so, an explanation providing details;

4.3.1.13 A statement as to whether the PROPOSER has ever been dismissed from a government contract because of unsatisfactory performance; and if so, an explanation providing relevant details;

4.3.1.14 A statement as to whether the PROPOSER has ever been dismissed from a non-government contract because of unsatisfactory performance; and if so, an explanation providing relevant details;

4.3.1.15 A statement to provide an "acknowledge and comply" statement that the awarded PROPOSER will be required to complete REQUESTORS'S Attachment 8.8, Business Associates Agreement.

4.3.2 Subcontractor General Qualification and Experience

The PROPOSER must be responsible for ensuring the timeliness and quality of all work performed by Subcontractors. If no Subcontractors will be proposed, the PROPOSER must indicate so in this Section.

For each proposed Subcontractor, the PROPOSER must provide the following:

4.3.2.1 Subcontractor firm name;

4.3.2.2 Percentage of total work the Subcontractor will be providing based upon proposed cost;

4.3.2.3 Written statement signed by the Subcontractor that clearly verifies that the Subcontractor is committed to render the services required by the contract;

4.3.2.4 A brief, descriptive statement indicating the Subcontractor's credentials to deliver the services sought under this RFP;

4.3.2.5 A brief description of the Subcontractor's background and organizational history;

4.3.2.6 Number of years in business;

4.3.2.7 A brief statement of how long the Subcontractor has been performing the services required by this RFP;

4.3.2.8 A detailed description of relevant revenue recovery software implementation and maintenance experience within the last five (5) years. The narrative in response to this section must thoroughly describe the PROPOSER'S experience with providing the services sought under this RFP. In this Section, the PROPOSER may also provide sample documents describing the PROPOSER'S experience.

4.3.2.9 A description detailing the Subcontractors prior experience with the Proposer and the proposed solution.

4.3.2.10 A description of the number of employees and client base;

4.3.2.11 Whether there have been any mergers, acquisitions, sales, or reorganization of the PROPOSER company within the last five (5) years (and if so, an explanation providing relevant details);

4.3.2.12 Form of business (e.g. LLC, Inc., etc.);

4.3.2.13 A statement as to whether any Subcontractor employees to be assigned to this project have been convicted of, pled guilty to, or pled nolo contendere to any felony; and if so, an explanation providing relevant details;

4.3.2.14 A statement as to whether there is any pending litigation against the Subcontractor; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Subcontractor's performance in a Contract under this RFP;

4.3.2.15 A statement as to whether, in the last ten years, the Subcontractor has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;

4.3.2.16 A statement as to whether the Subcontractor has ever been disqualified from competition for government contracts; and if so, an explanation providing details;

4.3.2.17 A statement as to whether the Subcontractor has ever been dismissed from a government contract because of unsatisfactory performance; and if so, an explanation providing relevant details;

4.3.2.18 A statement as to whether the Subcontractor has ever been dismissed from a non-government contract because of unsatisfactory performance; and if so, an explanation providing relevant details;

4.3.2.19 A statement to provide an “acknowledge and comply” statement that the awarded PROPOSER will be required to complete REQUESTOR’S Attachment 8.8, Business Associates Agreement.

4.4 References

4.4.1 Proposer References

The PROPOSER must provide at least five (5) references of Public Health implementations of this software (not including Federally Qualified Health Centers or Behavioral Clinics), utilizing the following functional programs/modules: Tuberculosis (TB), Sexually Transmitted Disease (STD), Family Planning, Immunizations, Breast and Cervical Cancer Early Detection Program (ABCCEDP), Child Health, and Adult Health.

REQUESTOR will contact these references to verify PROPOSER’S ability to perform the services sought under this RFP. The PROPOSER must notify all references prior to the submission of the Proposal that REQUESTOR’S representatives will directly contact the references for scheduling interviews. For each reference, the PROPOSER must provide:

4.4.1.1 Client name;

4.4.1.2 Description of service provided;

4.4.1.3 A description of the PROPOSER’S roles and responsibilities;

4.4.1.4 Maximum number of staff on-site with the client (over entire period of client service);

4.4.1.5 Time period of the project and/or Contract. Must be stated in the form of "from-to" dates (e.g., "Jan. 09 -- March 11"). Do not state this as a length of time (e.g., "two years"), without start and end dates;

4.4.1.6 Client's contact reference name, E-mail address and telephone number; provide a primary and secondary contact for each client. The PROPOSER must verify the accuracy of this information (names, E-mail addresses and telephone numbers) within thirty (30) days prior to the "Deadline for Submitting a Proposal" date. If REQUESTOR is unable to contact a reference after a reasonable effort, evaluation will proceed as if the reference were unfavorable; and

4.4.1.7 Label the reference responses as follows: “Proposer Reference # 1,” followed by specific responses to 4.4.1.1 through 4.4.1.7, etc.

4.4.2 Subcontractor References

For each Subcontractor proposed, the PROPOSER must provide two (2) references preferably within the last five (5) years. These references can be from the private, non-profit, or government sector. REQUESTOR will contact these references to verify Subcontractor's ability to perform the services sought under this RFP. The PROPOSER must notify all references prior to the submission of the Proposal that representatives from REQUESTOR will directly contact the references for scheduling interviews. For each Subcontractor reference, the PROPOSER must provide:

4.4.2.1 Client name;

4.4.2.2 Description of service provided;

4.4.2.3 A description of the Subcontractor's roles and responsibilities;

4.4.2.4 Maximum number of staff on-site with the client (over entire period of client service);

4.4.2.5 Time period of the project and/or Contract. Must be stated in the form of "from-to" dates (e.g., "Jan. 09 -- March 11"). Do not state this as a length of time (e.g., "two years"), without start and end dates;

4.4.2.6 Client's contact reference name, E-mail address and telephone number; provide a primary and secondary contact for each client. The PROPOSER must verify the accuracy of this information (names, E-mail addresses and telephone numbers) within thirty (30) days prior to the "Deadline for Submitting a Proposal" date. If REQUESTOR is unable to contact a reference after a reasonable effort, evaluation will proceed as if the reference were unfavorable; and

4.4.2.7 Label the reference responses as follows: "Subcontractor #1 Reference # 1," followed by specific responses to 4.4.2.1 through 4.4.2.7; etc.

4.5 Staffing

The PROPOSER must provide the following information for its staff to be assigned to this RFP project and ADPH for the duration of contract time. The PROPOSER must designate a seasoned Project Manager or equivalent. The Project Manager should be highly skilled in information technology and have sufficient project management experience on complex software development projects. The Project Manager's work experience should include systems analysis, development, maintenance, enhancement, and implementation within a public health setting. The Project Manager must also have had significant responsibility for a public health arena project similar in size, functionality, and scope of that defined within this RFP with a minimum of six years, experience implementing public health EHR systems. Additionally, staff should be dedicated to the project during its duration to include at a minimum, a solutions architect, a functional analyst, a development lead, three developers and three trainers. Additional staff must have a minimum of four years,

experience to include significant responsibility in EHR implementation projects in the public health arena of similar size, functionality, and scope of that defined within this RFP.

4.5.1 Project Organization Chart

The PROPOSER must provide a project organization chart that, at a minimum, identifies each key position for your proposed solution. Personnel occupying key positions must be dedicated full-time to the project unless otherwise indicated. REQUESTOR reserves the right to interview and approve the individuals assigned to those positions, as well as to approve any later reassignment or replacement, although such approval will not be unreasonably withheld.

For each position shown in the project organizational chart, the following must be provided (referencing the subsections in sequence):

4.5.1.1 Title;

4.5.1.2 Name;

4.5.1.3 Designation as a Key or Non-Key position. The Project Manager, Solutions Architect, and Development Lead would be Key. Senior technical positions will also be Key and any other positions where the sudden departure of the incumbent would affect the team's ability to stay on schedule;

4.5.1.4 Description of project role and responsibilities;

4.5.1.5 Percentage of time to be assigned; and

4.5.1.6 Percentage of time to be spent onsite.

4.5.2 Key Positions

At a minimum, the Key Positions must include the Project Manager, Solutions Architect, Functional Analyst, Development Lead, three (3) Developers and three (3) Trainers. Though the PROPOSER may use different position titles, the PROPOSER must clearly specify which is the Project Manager, Solutions Architect, Functional Analyst, Development Lead, Developer, and Trainer (or clearly described equivalent).

For each position designated as a Key position, the PROPOSER must provide:

4.5.2.1 Name and title of the individual proposed to that position;

4.5.2.2 Description of project role and responsibilities;

4.5.2.3 Completed Key Position Resume Sheet for each individual as provided in Attachment 8.3 (All Key Position Resume Sheets must be attached to the Proposer Qualification and Experience Section);

4.5.2.4 Designation of the individual as a Contract employee (compensation paid by an organization other than the PROPOSER submitting this Proposal) or staff (compensation paid by the PROPOSER submitting this Proposal); and

4.5.2.5 A statement that the Key positions must be able to meet with APHCA or ADPH assigned staff in person, teleconference, webinar, or any other way deemed satisfactory to REQUESTOR through the duration of this project.

4.5.3 Staff Qualifications

4.5.3.1 Project Manager

The PROPOSER must designate a seasoned Project Manager or equivalent. The Project Manager should be highly skilled in information technology and have sufficient project management experience on complex software development projects. The Project Manager's work experience should include systems analysis, development, maintenance, enhancement, and implementation within a public health setting. The Project Manager must also have had significant responsibility for a public health arena project similar in size, functionality, and scope of that defined within this RFP with a minimum of six years' experience implementing public health EHR systems.

4.5.3.2 Solutions Architect

The PROPOSER must designate a Solutions Architect with a minimum of four years' experience to include significant responsibility in EHR Implementation projects in the public health arena of similar size, functionality, and scope of that defined within this RFP.

4.3.5.3 Functional Analyst

The PROPOSER must designate a Functional Analyst with a minimum of four years' experience to include significant responsibility in EHR Implementation projects in the public health arena of similar size, functionality, and scope of that defined within this RFP.

4.3.5.4 Development Lead

The PROPOSER must designate a Development Lead with a minimum of four years' experience to include significant responsibility in EHR Implementation projects in the public health arena of similar size, functionality, and scope of that defined within this RFP.

4.3.5.5 Developer

The PROPOSER must designate Developers with a minimum of four years' experience to include significant responsibility in EHR Implementation projects in the public health arena of similar size, functionality, and scope of that defined within this RFP.

4.5.3.6 Trainer

The PROPOSER must designate Trainers with a minimum of four years' experience to include significant responsibility in EHR Implementation projects in the public health arena of similar size, functionality, and scope of that defined within this RFP.

4.5.4 Staffing Time

The PROPOSER must indicate the normal time required to start work after a Contract is awarded and provide assurances as to the availability of staff for Key positions within that timeframe.

The PROPOSER must also indicate the normal timeframe for filling Non-Key positions.

4.5.5 Employment Certification

By submission of this information, the PROPOSER is certifying that the individuals submitted are currently employed within the PROPOSER organization or have been contacted by the PROPOSER and have agreed to join the PROPOSER organization upon Contract award. REQUESTOR reserves the right to contact and/or interview submitted personnel prior to Contract award, and REQUESTOR reserves the right to approve or reject such personnel.

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5 TECHNICAL REQUIREMENTS

The response to the Technical Section must be divided into the following:

- Section Cover Sheet
- Table of Contents
- Documented Roles and Responsibilities
- System Requirements

5.1 Documented Roles and Responsibilities

The following subsections identify responsibilities the awarded PROPOSER will perform. PROPOSER must respond to Subsections 5.1.1 until 5.1.6 with separate "acknowledge and comply" statements.

5.1.1 EHR PROPOSER Project Management Responsibilities

The PROPOSER must:

5.1.1.1 Provide a comprehensive Strategy and Methodology for EHR Management Responsibilities.

5.1.1.2 Produce and deliver an initial EHR Project Work Plan. The Project Work Plan should include the best estimated schedule showing the tasks, subtasks, and associated EHR resources that will be required to satisfy the scope of work.

5.1.1.3 Provide updates to EHR Strategy and Methodology throughout the life of the Project.

5.1.1.4 Prepare and submit monthly Project Status Reports. The Project Status Report must include Risk Assessment status, including risk mitigation recommendations.

5.1.1.5 Attend meetings and present Project status, as required by the PM.

5.1.1.6 Prepare and submit draft EHR PROPOSER deliverables for PM review and comment.

5.1.1.7 Prepare and submit final EHR PROPOSER deliverables for the REQUESTOR review and approval.

5.1.2 EHR PROPOSER Installation and Configuration Responsibilities

The PROPOSER must:

5.1.2.1 Provide EHR Strategy and Methodology for the Installation and Configuration Responsibilities.

5.1.2.2 Provide EHR Strategy and Methodology Update prior to the Installation and Configuration Responsibilities.

5.1.2.3 Review and provide written comments on the Configuration testing results. Review documented problem conditions discovered during testing requiring corrective action and monitor final resolution.

5.1.2.4 Participate in walk-through of test results deliverables, as determined by the PM.

5.1.2.5 Verify and validate selected Project draft and final deliverables. Provide written comments on selected Project draft and final deliverables.

5.1.2.6 Under the direction of the PM, coordinate with the Project team to assure resolution of identified issues.

5.1.3 EHR PROPOSER User Acceptance Testing Responsibilities

The PROPOSER must:

5.1.3.1 Provide EHR Strategy and Methodology for the User Acceptance Testing Responsibilities.

5.1.3.2 Provide EHR Strategy and Methodology Update prior to the User Acceptance Testing Responsibilities.

5.1.3.3 Review and provide written comments on the User Acceptance Test Plan and User Acceptance Test Cases and Scripts.

5.1.3.4 Review and provide written comments on the written test scenarios to validate software and system functionality.

5.1.3.5 Review and provide written comments on the User Acceptance Testing results. Review documented problem conditions discovered during testing requiring corrective action and monitor final resolution. Review all reports of User Acceptance Testing results.

5.1.3.6 Participate in walk-through of test results deliverables, as determined by the PM.

5.1.3.7 Verify and validate selected Project draft and final deliverables. Provide written comments on selected Project draft and final deliverables.

5.1.3.8 Under the direction of the PM, coordinate with the Project team to assure resolution of identified issues.

5.1.4 EHR PROPOSER Documentation Responsibilities

The PROPOSER must:

5.1.4.1 Provide EHR Strategy and Methodology for Documentation Review (Technical and Operational) Responsibilities.

5.1.4.2 Provide EHR Strategy and Methodology Update prior to the Documentation Review (Technical and Operational) Responsibilities.

5.1.4.3 Participate in review of documentation deliverables, as determined by the REQUESTOR.

5.1.4.4 Verify and validate Project draft and final deliverables. Provide written comments on Project draft and final deliverables.

5.1.4.5 Under the direction of the PM, coordinate with the Project team to assure resolution of identified issues.

5.1.5 EHR PROPOSER Training Responsibilities

The PROPOSER must:

5.1.5.1 Provide EHR Strategy and Methodology for the Training Responsibilities.

5.1.5.2 Provide EHR Strategy and Methodology Update prior to the Training Responsibilities.

5.1.5.3 Participate in walk-through of deliverables, as determined by the REQUESTOR.

5.1.5.4 Verify and validate EHR Project draft and final deliverables. Provide written comments on EHR Project draft and final deliverables.

5.1.5.5 Prepare and submit EHR analysis/status reports for review and approval, on a frequency to be determined by the PM.

5.1.5.6 Under the direction of the PM, coordinate with the Project team to assure resolution of identified issues.

5.1.6 Acceptance Criteria

The following criteria will be used by the REQUESTOR to determine acceptance of the services and/or deliverables provided by the consultant under this RFP:

- Project plans to be executed according to a standard dictated by the PM;
- Deliverables document the validity of the requested requirements;
- Documentation and deliverables conform to the acceptance and adequacy standards dictated by the PM;
- All deliverables, as specified by the PM, will be delivered within mutually agreed-upon time frames;
- All required documentation will meet minimum standards for quality as specified by the PM.

5.2 System Requirements

The PROPOSER must complete Attachment 8.7 – System Requirements. The PROPOSER must respond to each requirement by marking one of the three provided response columns:

- Met without modification – The solution proposed by the PROPOSER meets the specification and is functional at the time the proposal is submitted.
- Not Met – The solution proposed by the PROPOSER does not and will not meet the specification.
- Met with modifications – The solution proposed by the PROPOSER at the time the proposal is submitted fails to meet the specification. However, the PROPOSER believes that through enhancement, modification or customization to the solution the specification will be met. The selection of "Met with modifications" requires a narrative be added to the comment section of the specification explaining the limitation and approach to resolve. If an enhancement to the solution is proposed, a target release date for the enhancement is requested.

5.2.1 System Requirements Descriptions

The PROPOSER must:

5.2.1.1 Describe the technology of your current software solutions platform.

5.2.1.2 Describe the system's ability to incorporate and support the following ADPH program specific visit standard requirements. If the specific program is not currently a part of the solution, please provide a target release date.

- Adult Health
- Breast and Cervical Cancer
- Pediatric (Child Health)
- ADPH Care Coordination (not Behavioral Health)
- Family Planning
- Women's Health and GYN
- Disease control (i.e. STD, TB, etc.)
- Immunization
- Dental

5.2.1.3 Describe the system's ability to support a production, test, training and development environment, including the ability to track software changes applied to each environment, and roll back as necessary.

5.2.1.4 Describe the system's ability to include a pharmacy inventory component for onsite dispensing and e-prescribing.

5.2.1.5 Describe PROPOSER'S 24x7x365 support with documented escalation procedures and call back times.

5.2.1.6 Describe PROPOSER's Maintenance Plan as follows:

- A description of updates, upgrades, and technical support in the context of ADPH's solution, both during the course of the implementation project and after go-live;

- A description of how ADPH will manage the introduction of product updates and upgrades into the delivered baseline once testing is underway;

- A description of the methods for ensuring that the proposed solution will have minimal disruptions and reasonable advance notice for projected maintenance and support; and

- A description of ADPH's customer support model, to include how support solution will be initiated and coordinated to resolution, and the location of its support staff (i.e. US-based or offshore).

5.2.1.7 Describe what is required of ADPH in regard to the configuration and implementation of the software.

5.2.1.8 Describe the system's ability to provide ICD10 coding solutions or its ability to interface with an ICD10 coding solution.

5.2.1.9 Provide a list with specifications of recommended hardware (servers, etc.) to host the system (if applicable), as described within the RFP, to be purchased by ADPH.

5.2.1.10 Provide a list of additional recommended equipment options needed to support the clinic operations to be purchased by ADPH such as signature pads, mobile devices, OCR scanners, barcode scanners, address printers for mailings, hearing and vision equipment, etc.

5.2.1.11 Describe any third party relationships and identify any hardware vendor relationship to be utilized or negotiated with for pricing by Proposer.

5.2.1.12 Describe any licenses that ADPH will have to purchase in addition to the vendor's software (e.g. database licenses, reporting software, etc.).

5.2.1.13 Provide a statement of compliance with all requirements listed within the RFP.

5.2.1.14 Describe the system's ability to send secure real time standard voice, text, and email correspondence to patients based on missed appointments, general message, lab result, etc.

5.2.1.15 Describe the system's ability to provide a Population Health Management Module that alerts prompting for high risk patients; identifies gaps in care, etc.

5.2.1.16 Describe the system's ability to support telemedicine devices. List any such devices your system currently integrates with other customers.

5.2.1.17 Describe PROPOSER system's ability to assign system privileges and security by user, group, practice, or role.

5.2.1.18 Describe the system's ability to track medication/vaccine inventory upon use/administration by location, funding source, etc.; record wasted medications, reason for wastage, and update inventory accordingly.

5.2.1.19 Describe the system's ability to print medication labels used to adhere to medication packaging which includes appropriate pharmaceutical descriptions of dosage and use for patients as required by the Board of Pharmacy regulations; including the ability for prescription instructions to be written in language specific form.

5.2.1.20 Describe the system's ability to adjust pediatric growth charts by birth weeks or other syndrome. Describe which adjustments are available in your software.

5.2.1.21 Describe the system's ability to house a structured library of patient education materials. Describe what source the patient education materials come from and how often updated.

5.2.1.22 Describe the plan for the system's ability to create, transmit, retrieve, and process specified file formats as designated to reconcile for accurate accounts receivables including detailed information on direct interface with payors, eligibility verification and/or clearinghouse options.

5.2.1.23 Describe how the system can accommodate the set-up of location specific fee schedules, and multiple sliding fee scales based on funding (i.e., Ryan White, Title X, etc.).

5.2.1.24 Describe the system's ability to compute a sliding scale and percentage of poverty based on family size plus income data.

5.2.1.25 Describe the system's ability to track lab results and alert providers when results have not returned.

5.2.1.26 Describe any existing interfaces with dental software to create, transmit, retrieve, and process specified file formats as designated to reconcile for accurate accounts receivables including detailed information on direct interface with payors, eligibility verification and/or clearinghouse options.

5.2.1.27 Describe the reporting engine utilized within the software (Ex. Crystal Reports, Excel, PDF, proprietary).

5.2.1.27.1 If utilizing Crystal Reports indicate whether you provide a listing of all reportable data elements.

5.2.1.28 For all items in Section 5.2.4 from Attachment 8.7 that are marked as "Met with Modifications", provide a narrative of the specification explaining the limitation and approach to resolve. If an enhancement to the solution is proposed, a target release date for the enhancement is required.

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6 COST PROPOSAL

6.1 The Cost Proposal will be used as the primary representation of the PROPOSER'S cost/price for the Professional Services and customized software as outlined in this RFP and will be used during the Proposal evaluation.

6.2 Pricing information must be included in the Cost Proposal Section, and only in the Cost Proposal Section; no pricing information may be included in any other Section responses. Inclusion of Cost Proposal information in any other Section or the Transmittal Letter will result in the Proposal being considered as non-responsive, and will result in disqualification.

6.3 REQUESTOR will only accept firm and fixed cost Proposals for this project. No time-and-materials Proposals will be considered.

6.4 Pricing is to be the best and final price. However, REQUESTOR reserves the right to negotiate options and other considerations with the selected PROPOSER to reach a final Contract price.

6.5 PROPOSERS must use Attachment 8.5 - Cost Proposal Template I and Attachment 8.6 – Cost Proposal Template II.

6.6 Cost Proposal Template must be signed by a company officer or representative empowered to bind the PROPOSER to the provisions of this RFP and any contract awarded pursuant to it.

6.7 PROPOSERS must include all expenses, including travel, lodging, and any subcontractor costs when preparing their Cost Proposal.

6.8 Payments will only be made on the successful completion and approval of deliverables by REQUESTOR.

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7 EVALUATION AND PROPOSER SELECTION

7.1 Proposal Evaluation Categories and Weights

The categories to be considered in the evaluation of proposals are shown below. Each category must be weighted as follows, and one hundred (100) points is the maximum total number of points that must be awarded to a Proposal:

Proposer Qualifications and Experience	30
Requirements	60
Costs	10

7.2 Proposal Evaluation Process

7.2.1 The evaluation process is designed to award the Contract to the PROPOSER with the best combination of attributes based upon the RFP requirements and evaluation criteria that constitutes "best value" for REQUESTOR.

7.2.2 The RFP Coordinator will coordinate the proposal evaluation process and maintain proposal evaluation records. A RFP Evaluation Committee, consisting of a broad base of ADPH Subject Matter Experts, will be responsible for evaluating Proposals. REQUESTOR will evaluate all proposals through a multi-stage process using a structured evaluation process.

7.2.3 All Proposals will be initially reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in the RFP. If the RFP Coordinator determines that a Proposal may be missing one or more such requirements, the RFP Evaluation Committee must review the Proposal to determine:

7.2.3.1 If the Proposal meets requirements for further evaluation;

7.2.3.2 If ADPH requires further clarification(s) or corrections; or

7.2.3.3 If ADPH determines the Proposal is non-responsive and recommends to reject it.

7.2.4 The proposal evaluation process will be accomplished in three stages as follows:

7.2.4.1 Stage I - Qualifications and Technical Review

Stage I will focus on the evaluation of the Proposer Qualifications and Experience and the Technical Proposal for professional services of the RFP. Each evaluator will score the Proposer Qualifications and

Experience response and the Proposer Technical Proposal independently using instructions and structured score sheets previously developed.

7.3 Contract Award Process

7.3.1 The RFP Coordinator will present the results from the Proposal evaluation process to the RFP Evaluation Committee; the RFP Evaluation Committee will present their recommendations to the Director of the Electronic Health Record Project for ADPH.

7.3.2 REQUESTOR reserves the right to make an award without further discussion of any Proposal submitted. There may be no best and final offer procedure by REQUESTOR among the PROPOSERS. Therefore, each Proposal should be initially submitted on the most favorable terms the PROPOSER can offer.

7.3.3 After the evaluation of Proposals and final consideration of all pertinent information available, REQUESTOR will issue an Evaluation Notice to all PROPOSERS. The notice will identify the PROPOSER selected by REQUESTOR. The notice will not create rights, interests, or claims of entitlement in the apparent best-evaluated PROPOSER or any PROPOSER.

7.3.4 If a PROPOSER fails to execute and return the Contract drafted pursuant to this RFP and the final Contract negotiations within fourteen (14) days of its delivery to the PROPOSER, REQUESTOR may determine, at its sole discretion, that the PROPOSER is non-responsive to the terms of this RFP, reject the Proposal, and open final Contract negotiations with another PROPOSER.

7.3.5 Contract award must be subject to the Contract approval of all appropriate REQUESTOR officials in accordance with applicable state laws and regulations.

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8 ATTACHMENTS

8.1 Certificate of Compliance

PROPOSER Organization Name

By indication of the authorized signature below, the PROPOSER does hereby make certification and assurance of the PROPOSER'S compliance with:

1. The laws of the State of Alabama;
2. Title VI of the Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. The Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
5. The condition that the submitted Proposal was independently arrived at, without collusion, under penalty of perjury;
6. The condition that no amount must be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the PROPOSER in connection with the procurement under this RFP;
7. The condition that if selected workmen's compensation insurance will be provided as required by the laws of Alabama;
8. The State of Alabama Proposer Disclosure form; and
9. Other terms and conditions as described in the Attachments as they apply.

PROPOSER Name, Authorized Signature, Title, and Date

8.2 Proposer Exceptions

PROPOSER Organization:_____ Date: _____
Authorized Signature:_____
Print Name: _____ Title: _____

Exception ID[1]
Exception to[2]
Scope of Exception
Ramifications for REQUESTOR
Benefits and Disadvantages to be incurred by REQUESTOR

[1] Exceptions must be numbered in order as they occur within the RFP starting at 1
[2] PROPOSER must fill this form for each exception separately

8.3 Key Position Resume Sheet

This form must be used to respond to Section 4.5.2 – Key Positions. For each named individual a separate Key Position Resume Sheet must be submitted.
PROPOSER Organization: _____
Key Position: _____

Candidate:
Full Name: Last Name First Name MI
Address Street: City: State: Zip:
☐ U.S. Citizen ☐ Non-U.S. Citizen Visa Status:
Status: ☐Employee ☐Self Employed ☐Subcontractor (Name: _____)
☐Other:

Education:

Mark highest level completed.	Some HS ☐	HS/GED ☐	Associate ☐	Bachelor ☐	Master ☐	Doctoral ☐

List most recent first, all secondary and post-secondary education (high school, GED, colleges, and universities) attended. Do not include copies of transcripts unless requested. Add additional rows if necessary

School Name	Degree/Major	Degree Earned	Year Received

Work Experience:
Describe your work experience related specifically to the Request for Proposal to which you are responding. Please list most recent job first. To add work experience, copy the format below and add additional sheets as needed.

Work Experience #:			
Job Title:			
From	To	Reason for Leaving:	Hours per week
Describe your duties and responsibilities as they relate to the Request for Proposal:			

Candidate and Proposer Certification

By submitting this data sheet to REQUESTOR, the Candidate and PROPOSER certify that, to the best of their knowledge and belief, all of the information on and attached to this data sheet is true, correct, complete, and made in good faith. The candidate further authorizes the release of all relevant prior employment, military service, academic/school, and criminal records. False or fraudulent information on or attached to this data sheet may be grounds for disqualifying a candidate or firing a candidate once work has begun. Any information provided to REQUESTOR may be investigated.

By submitting this data sheet to REQUESTOR, the Candidate and PROPOSER certify that both parties understand the entire scope of requirements for this position as defined in the RFP and the Candidate agrees to be submitted for consideration exclusively by this PROPOSER. Any candidate that is submitted by more than one PROPOSER for a line item will be considered disqualified.

Candidate Data Sheets must be signed below by the PROPOSER.

_____ _____

Authorized Signature Date

8.4 Sample Key Position Resume Sheet

Proposer Organization: Auburn University Montgomery
Key Position: Project Manager

Candidate:
Full Name: Jackson Hewlett M
Address Street: 6760 Happy Lane Circle City: Oklahoma State: OK Zip: 54671
☒ U.S. Citizen ☐ Non-U.S. Citizen Visa Status:
Status: ☒Employee ☐Self Employed ☐Subcontractor (Name: __) ☐Other:

Education:

Mark highest level completed.	Some HS ☐	HS/GED ☐	Associate ☐	Bachelor ☐	Master ☒	Doctoral ☐

List most recent first, all secondary and post-secondary education (high school, GED, colleges, and universities) attended. Do not include copies of transcripts unless requested. Add additional rows if necessary

School Name	Degree/Major	Degree Earned	Year Received
Harvard University	Master Business Administration	Yes	2001
Yale University	Bachelor of Science in Information Technology	Yes	2000
Princeton University	Associate in Data Processing Technology	Yes	1997

Work Experience:
Describe your work experience related specifically to the Request for Proposal to which you are responding. Please list most recent job first. To add work experience, copy the format below and add additional sheets as needed.

Work Experience #: 1			
Job Title: Sr. SQL Administrator			
From 02/2001	To Present	Reason for Leaving:	Hours per week 40
Describe your duties and responsibilities as they relate to the Request for Proposal. Maintain and develop employee database, supply database, clientele databases, and administer programming for these databases, Keep all records up to date in hard copies and soft on a network. Keep general knowledge of network in order to coordinate employee computers. Keep clientele in a secure intranet database.			

Work Experience #: 2			
Job Title: Software Application Engineer			
From 03/1995	To 01/2001	Reason for Leaving: New Job Opportunity	Hours per week 40
Describe your duties and responsibilities as they relate to the Request for Proposal. Designs, develops, debugs, modifies, and tests software programs by using current programming languages, methodologies and technologies. Documents software development and/or test development by writing documents, reports, memos, change requests. Methods used are determined by approved procedures and standards Tracks software development effort by creating and maintaining records in the approved tracking management tool. Analyzes, evaluates, and verifies requirements, software and systems by using software engineering practices.			

Candidate and Proposer Certification

By submitting this data sheet to REQUESTOR, the Candidate and PROPOSER certify that, to the best of their knowledge and belief, all of the information on and attached to this data sheet is true, correct, complete, and made in good faith. The candidate further authorizes the release of all relevant prior employment, military service, academic/school, and criminal records. False or fraudulent information on or attached to this data sheet may be grounds for disqualifying a candidate or firing a candidate once work has begun. Any information provided to REQUESTOR may be investigated.

By submitting this data sheet to REQUESTOR, the Candidate and PROPOSER certify that both parties understand the entire scope of requirements for this position as defined in the RFP and the Candidate agrees to be submitted for consideration exclusively by this PROPOSER. Any candidate that is submitted by more than one PROPOSER for a line item will be considered disqualified.

Candidate Data Sheets must be signed below by the PROPOSER.

[SIGNATURE] 3/4/2010

Authorized Proposer Signature Date

8.5 Cost Proposal Template I

During the course of the contract, the REQUESTOR may identify additional work that was not included in the original scope of work but of importance to the progression of the project. PROPOSERS must provide hourly rates for various roles to be used through the end of the project. These rates must be classified by position; i.e., Project Manager, Technical/Implementation Lead, Training Lead, etc. The PROPOSER must provide the hourly rates, inclusive of travel and living expenses and include a brief description of the position. The proposed hourly rates must be effective through the end of the original contract term including the two (2) one (1) year options for extension as described in Section 1.3.6 – Contract Duration.

Proposer:		
Authorized Signature:		Date:
Staff Title	Description and Typical Activities	Hourly Rate

8.6 Cost Proposal Template II

Proposer:	
Authorized Signature:	Date:
	Implementation Cost
I. Implementation Cost	
EHR Project Management Responsibilities	
EHR Installation and Configuration Responsibilities	
EHR User Acceptance Testing Responsibilities	
EHR Documentation Responsibilities	
EHR Training Responsibilities	
TOTAL Implementation Cost*	

*Costs must be shown in U.S. dollars

8.7 System Requirements

PROPOSER must denote development status with an "X".

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.1	**General**				
8.7.1.1	The system supports both a total paperless function and a hybrid function, where the contents of the electronic record can be printed for inclusion in the paper chart.				
	The system includes automatic translation of codes to data.				
	The system includes support and updates for the above vocabularies.				
	The system includes SNOMED CT as the integrated standard nomenclature of clinical terms.				
	Your company provides after-hours call center support for the system.				
8.7.2	**Demographics / Care Management**				
8.7.2.1	The system has the capability to record demographics including: Preferred language, insurance type, gender, race, ethnicity, and date of birth.				
8.7.2.2	The system supports the Continuity of Care Document Continuity of Care Record, HITSP standard.				
8.7.2.3	The system has the capability of importing patient demographic data via HL7 interface from an existing Practice Management System, Patient Registration System, or any such system used for patient registration.				
8.7.3	**Patient History**				
8.7.3.1	The system has the capability to import patient health history data from other HL7 systems.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.3.2	The system presents a chronological, filterable, and comprehensive review of patient's EMR, which may be summarized and printed, subject to privacy and confidentiality requirements.				
8.7.4	**Data Capture**				
8.7.4.1	The system includes a combination of system default, provider customizable, and provider-defined and reusable templates for data capture.				
8.7.4.2	The system obtains test results via standard HL7 interface from: laboratory.				
8.7.4.3	The system obtains test results via standard HL7 interface from: radiology/ imaging.				
8.7.4.4	The system obtains test results via standard HL7 interface from: other equipment such as Vitals, ECG, Holter, Glucometer.				
8.7.4.5	The system has the capability to capture and monitor patient health risk factors in a standard format.				
8.7.4.6	The system provides a flexible, user modifiable, search mechanism for retrieval of information captured during encounter documentation.				
8.7.4.7	The system provides a mechanism to capture, review, or correct history of current illness.				
8.7.4.8	The system enables the origination, documentation, and tracking of referrals between care providers or healthcare organizations, including clinical and administrative details of the referral.				
8.7.4.9	The system tracks referrals.				
8.7.5	**Patient Progress Notes**				
8.7.5.1	The system records progress notes utilizing a combination of system default, provider customizable, and provider-defined templates.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.5.2	The system includes a progress note template that is problem oriented and can, at the user's option be linked to either a diagnosis or problem number.				
8.7.6	**Patient Problems List**				
8.7.6.1	The system creates and maintains patient-specific problem lists.				
8.7.6.2	For each problem, the system has the capability to create, review, and document information regarding a change on the status of a problem to include, but not be limited to, the date the change was first noticed or diagnosed.				
8.7.7	**Clinical Practice Guidelines (CPG)**				
8.7.7.1	The system includes and maintains evidence-based Clinical Practice Guidelines (CPGs) published and maintained by credible sources such as the American Heart Association (AHA), VNAA and other groups. The guidelines incorporate patient education and actionable alerts and reminders.				
8.7.7.2	The system allows reporting and analysis of any/all components included in the CPG.				
8.7.7.3	Included in each CPG, the system has the capability to create, review, and update information about:				
8.7.7.3.1	The performance measures that will be used to monitor the attainment of objectives.				
8.7.7.3.2	The performance measures that will be used to monitor the attainment of objectives.				
8.7.7.3.3	The quantitative and qualitative data to be collected.				
8.7.7.3.4	Performance metrics: CPG shall allow for decision support based on standardized discrete data to be used to calculate clinical performance measures.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.7.3.5	The system allows the provider or other authorized user to override any or all parts of the guideline. The system is able to collect exceptions for NOT following the CPG.				
8.7.8	**Care Plans**				
8.7.8.1	The system provides administrative tools for organizations to build care plans, guidelines, and protocols for patients.				
8.7.8.2	The system generates and automatically records in the care plan document, patient-specific instructions related to pre- and post-procedural and post-discharge requirements. The instructions must be simple to access.				
8.7.9	**Preventative Health Prompts**				
8.7.9.1	The system has the capability to display health prevention prompts on the summary display. The prompts must be dynamic and take into account sex, age, and chronic conditions.				
8.7.9.2	The system includes user-modifiable health maintenance templates.				
8.7.9.3	The system includes a patient tracking and reminder capability (patient follow-up) updatable by the user at the time an event is set or complied with.				
8.7.10	**Patient Education**				
8.7.10.1	The system has the capability to create, review, and update patient education materials. The materials must originate from a credible source and be maintained by the vendor as frequently as necessary.				
8.7.10.2	The system has the capability of providing printed patient education materials in culturally appropriate languages on demand or automatically at the end of the encounter. At minimum, the materials must be provided in English and Spanish as applicable.				
8.7.11	**Alerts / Reminders**				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.11.1	The system includes user customizable alert screens / messages, enabling capture of alert details. (OASIS timing and sequencing, missed visits, supervisory visits, etc.)				
8.7.11.2	The system has the capability of forwarding the alert to a specific provider(s) or other authorized users via secure electronic mail or by other means of secure electronic communications.				
8.7.12	**Electronic Order Entry**				
8.7.12.1	The system includes an electronic Order Entry module that has the capability to be interfaced with a number of key systems depending on the health center's existing and future systems as well as external linkages, through a standard, real time, HL7 two-way interface.				
8.7.12.2	The system displays order summaries on demand to allow the clinician to review/correct all orders prior to transmitting/printing the orders for processing by the receiving entity.				
8.7.13	**Test/Lab Results**				
8.7.13.1	The system has the capability to electronically transmit and/or fax test results.				
8.7.13.2	Results can be easily viewed in a flow sheet as well as graph format.				
8.7.13.3	The system accepts results via two-way standard interface from all standard interface compliant/capable entities or through direct data entry. Specifically – Laboratory and Pharmacy information systems. Please attach list of currently available interfaces, if available.				
8.7.13.4	The system includes an intuitive, user customizable results entry screen linked to orders.				
8.7.13.5	The system has the capability to evaluate results and notify the provider.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.13.6	The system allows timely notification of lab results to appropriate staff as well as easy routing and tracking of results.				
8.7.13.7	The system flags lab results that are abnormal or that have not been received.				
8.7.14	**Drug/Prescription Warnings**				
8.7.14.1	The system identifies drug interaction warnings (prescription, over the counter) at the point of medication entry. Interactions include: drug to drug, drug to allergy, drug to disease, etc.				
8.7.14.2	The system supports multiple drug formularies and prescribing guidelines.				
8.7.14.3	The system provides the capability for electronic transfer of prescription from a pharmacy.				
8.7.15	**Confidentiality and Security**				
8.7.15.1	The system provides privacy and security components that follow national standards such as HIPAA.				
8.7.15.2	The system provides privacy and security components that follow federal and state-specific laws and regulations.				
8.7.15.3	The system hardware recommendations meet national security guidelines.				
8.7.15.4	The system has hardware recommendations for disaster recovery and backup.				
8.7.16	**Clinical Decision Support**				
8.7.16.1	The system offers prompts to support the adherence to care plans, guidelines, and protocols at the point of information capture.				
8.7.16.2	The system triggers alerts to providers when individual documented data indicates that critical interventions may be required.				
8.7.17	**Reporting**				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.17.1	The system has standard clinical reports built into the system for the user to query aggregate patient population numbers.				
8.7.17.2	The system can generate lists of patients by specific conditions to use for quality improvement.				
8.7.17.3	The system has the capability to report Home Health quality measures to CMS.				
8.7.17.4	The system supports disease management registries by:				
8.7.17.4.1	Allowing patient tracking and follow-up based on user defined diagnoses;				
8.7.17.4.2	Providing a longitudinal view of the patient medical history; and				
8.7.17.4.3	Providing intuitive access to patient treatments and outcomes.				
8.7.17.5	The system gives the end user the ability to create custom reports:				
8.7.17.5.1	Reports can be run on-demand during the course of the work day.				
8.7.17.5.2	Reports can be set up to run automatically as well as routed to a specific user or location with in the office.				
8.7.18	**Meaningful Use**				
8.7.18.1	The system has a bi-directional lab component.				
8.7.18.2	The system can check insurance eligibility electronically from Medicare, Alabama Medicaid, and other public and private payers. List clearinghouses with which this functionality exists.				
8.7.18.3	The system can submit claims electronically to Medicare, Alabama Medicaid and other public and private payers.				
8.7.18.4	The system can provide patients with timely electronic access to their health information.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.19	**Data Sorting**				
8.7.19.1	The system has built-in mechanism access to other systems to capture cost information for calculating episodic cost.				
8.7.19.2	The system supports real-time or retrospective trending, analysis, and reporting of clinical, operational, demographic, or other user-specified data including current and future Home Health reports and mandated by CMS and/or Alabama Medicaid.				
8.7.19.3	The system allows customized reports or studies to be performed utilizing individual and group health data from the electronic record.				
8.7.20	**Consents, Authorizations and Directives**				
8.7.20.1	The system has the capability for a patient to sign consent electronically.				
8.7.20.2	The system has the capability to create, maintain, and verify patient treatment decisions in the form of consents and authorizations when required.				
8.7.20.3	The systems captures, maintains, and provides access to patient advance directives.				
8.7.21	**Technical**				
8.7.21.1	The system incorporates extensive, secure telecommunications capabilities that link staff and clinicians from remote locations to the central site.				
8.7.22	**Billing**				
8.7.22.1	The system provides a bi-directional interface with governmental, public, and private payers.				
8.7.23	**Document Management**				
8.7.23.1	The system includes an integrated scanning solution to allow scanning of documents into the record.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.23.2	Scanned documents are readily available within the patient's chart.				
8.7.23.3	Scanned documents can be attached to intra office communication and tracked.				
8.7.23.4	Images and wave files can also be saved and stored in the document management system.				
8.7.23.5	Insurance cards and driver's license can be scanned or imaged and stored in patient demographics.				
8.7.23.6	Images and scanned documents can be attached to visit notes.				
8.7.24	**Miscellaneous**				
8.7.24.1	The system shall have the capability to allow users to adjust the font for viewing purposes.				
8.7.24.2	The system shall have Electronic Signature capability.				
8.7.24.3	The system shall support GPS capabilities.				
8.7.24.4	The system shall automatically calculate the Time Per Visit.				
8.7.24.5	The system shall automatically calculate the Mileage (e.g., Travel to and from Patient Home).				
8.7.24.6	The system shall provide users the ability to print Patient Summary Records.				
8.7.24.7	The system must be capable of sharing a list of problems, medication and allergies along with diagnostic test results among user community.				
8.7.24.8	The system shall support submission to public health and social services agencies.				
8.7.24.9	The system shall support quality reporting.				
8.7.24.10	The system shall provide required data to CMS (e.g., Quality Measurement Data).				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.11	The system shall support problem list diagnoses (e.g., ICD10).				
8.7.24.12	The system shall be able to receive lab results from 3rd party vendors.				
8.7.24.13	The system shall support AH encryption and decryption mandates.				
8.7.24.14	The system shall capture the following patient information: patient's medical history, diagnoses, medications, immunization dates, allergies, radiology reports, and lab and test results.				
8.7.24.15	The system shall offer access to evidence-based tools that providers can use in making decisions about a patient's care.				
8.7.24.16	The system shall have the capability to automate workflow (e.g., Intake to Insurance to Clinician).				
8.7.24.17	The system shall minimize duplication of data to increase organization and accuracy of patient information.				
8.7.24.18	The system shall support key market changes in payer requirements and consumer expectations.				
8.7.24.19	The system shall have the capability to transfer care and referral summaries (e.g., Patient starts at Home Health and is transferred to Hospital or other Inpatient Facilities).				
8.7.24.20	The system shall support HL7 standards.				
8.7.24.21	The system shall have the capacity to connect to State HIE.				
8.7.24.22	The system shall support Optical Character Recognition (OCR) capability.				
8.7.24.23	The system shall support scanning capabilities.				
8.7.24.24	The system shall support bar coding capabilities.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.25	The system shall allow users to access basic demographic patient information for processing purposes.				
8.7.24.26	The system shall allow users to sort by field headers.				
8.7.24.27	The system shall have the capability to search on free text.				
8.7.24.28	The system shall customer satisfaction survey capabilities.				
8.7.24.29	The system shall display patient status based on the Home Care Patient Lifecycle (e.g., Intake, Insurance Verification, Scheduling, Admit, Discharge).				
8.7.24.30	The system shall calculate activity time for patient record (e.g., Time spent in Intake activities).				
8.7.24.31	The system shall must support multiple roles (e.g., Nursing, Physical Therapy, Occupational Therapy, Speech Therapy, Social Work, Dietician, Aides, Administrative (Financial)).				
8.7.24.32	The system shall provide predictive typing.				
8.7.24.33	The system shall allow users to swipe when reading notes.				
8.7.24.34	The system shall support JPEG, BMP formats (e.g., Word images).				
8.7.24.35	The system shall have the capability to allow users to verify visit by use of mobile devices and telephony capabilities (e.g., Track Time and Travel).				
8.7.24.36	The system shall support bar coding capabilities for documents.				
8.7.24.37	The system shall have spell check capabilities.				
8.7.24.38	The system shall support translation capabilities for documents and reference materials.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.39	The system shall support communication within the EMR (e.g., Email or Alert via text to clinicians).				
8.7.24.40	The system shall support document routing capabilities (e.g., Approval or Disapproval).				
8.7.24.41	The system shall have a centralized database segmented by business units.				
8.7.24.42	The system shall have editing and saving capability.				
8.7.24.43	All system policies must be revised to meet new EMR functionality (e.g., Medication Administration/Reconciliation Policy).				
8.7.24.44	The system shall display physician information by specialty, last name - first name order, zip code and NPI number.				
8.7.24.45	The contract shall address maintenance, clinical support, onsite support, training, release management, patch management, hardware (as an option), software, pricing, out clause, warranties, service contract, implementation timeline, incident management, data migration and conversion.				
8.7.24.46	The system will have the ability to maintain patient profile (e.g., Patient Demographics).				
8.7.24.47	The system shall have the ability to maintain Physician profile (e.g., Provider Demographics).				
8.7.24.48	The system shall allow certain approved users to create, modify and cancel routine alerts by predefined frequency.				
8.7.24.49	The system shall have the ability to alert and prompt patient and clinician to electronically sign consent forms				
8.7.24.50	The system shall generate recertification alerts based on defined parameters (e.g., Resumption of Care, Recertification Due, Overdue and To Whom).				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.51	The system shall provide a notification of critical changes of patient status.				
8.7.24.52	The system shall provide the ability for assessment results to assist clinician in identifying problem areas (e.g., Decision Support for Problem Identification Based on assessment findings.				
8.7.24.53	The system shall support Problem based, Patient Centered and Multi-disciplinary Care Plans.				
8.7.24.54	The system shall support Care Plan Interventions using evidence based practice.				
8.7.24.55	The system shall support automated workflows to guide clinician through the documentation.				
8.7.24.56	The system shall support multi-disciplinary communication among clinicians.				
8.7.24.57	The system shall support scanning/attaching of documents directly into the EMR.				
8.7.24.58	The system shall have the capability to scan/email 485s/order directly to physicians for electronic signature.				
8.7.24.59	The system shall have the capability for Physicians to electronically sign and complete 485s/orders within the EMR.				
8.7.24.60	The system shall have the capability to allow users to login and attach signed orders to patient EMR.				
8.7.24.61	The system shall have the capability to allow users to view a list of previous visits and visit types.				
8.7.24.62	The system shall have the capability to allow users to associate clinician to patients.				
8.7.24.63	The system shall have the capability to notify clinicians via text and/or email when assigned patient is discharged.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.64	The system shall have the capability to allow users to print and preview patient information.				
8.7.24.65	The system shall have the capability to allow users to attach and view H&P data from external EMR systems.				
8.7.24.66	The system shall have the capability to display images (e.g., Wound Assessments).				
8.7.24.67	The system shall have the capability to display patient picture for patient identification purposes.				
8.7.24.68	The system shall have the capability to support color images.				
8.7.24.69	The system shall capture the following data fields: Medications; dosages; and vital signs.				
8.7.24.70	The system shall include patient identifiers throughout the record (e.g., Patient Name, Medical Record Number).				
8.7.24.71	The system shall have the capability to attach images and/nor documentation to a medical record.				
8.7.24.72	The system shall have the capability for electronic signature of documentation.				
8.7.24.73	The system shall have the capability to assign, complete and view task list by user role.				
8.7.24.74	The system shall have the ability to add an addendum to a clinical note.				
8.7.24.75	The system shall support multiple statuses and actions for reports – status: annotated, completed, deleted, unsigned; action: find, add document, new note, edit, make addendum, link, sign, detailed display, browse, print, identify signers, change view, copy, delete document, change title, quit.				
8.7.24.76	The system shall have the capability to view patient record and any associated images.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.77	The system shall have the ability to transmit and receive reports from other centers outside Home Health (e.g., Other Hospitals – Rad, Labs).				
8.7.24.78	The system shall identify patients by Adults, Peds and Maternity.				
8.7.24.79	The system shall support medication administration and reconciliation processes.				
8.7.24.80	The system shall must be intuitive to allow ease of navigation for entry-level system users.				
8.7.24.81	The system shall have the capability to automate Home Health industry standard workflow processes.				
8.7.24.82	The system shall have the capability to sort and retrieve patient records by all data elements (e.g., date, date range, patient name, physician's name, group, institution, visit type).				
8.7.24.83	The system shall have the capability for patient record to be assigned to specific clinicians (clinician specific patient list) for view, update and reporting.				
8.7.24.84	The system shall allow Physicians to access patient electronic medical record remotely for viewing, updating and reporting.				
8.7.24.85	The system shall have the capability to allow users to edit and save images remotely (e.g., Wound Images).				
8.7.24.86	The system shall have the capability to allow users to edit and update patient record.				
8.7.24.87	The system shall have the capability to allow users to enter and save vital signs, medications, and assessment.				
8.7.24.88	The system shall allow users the ability to run tracking reports for Outstanding Orders filter by various data elements (e.g., patient name, dates, physician, unprinted orders).				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.89	The system shall support scheduling capabilities.				
8.7.24.90	The system shall support geographical team based scheduling capabilities.				
8.7.24.91	The system shall support assignment of multiple clinicians and physicians to a single patient (e.g., John Doe is assigned to Dr. 1, Dr. 2 and Dr. 3).				
8.7.24.92	The system shall associate physician profile information with patient assignment (e.g., John Doe assigned Dr. 1 – Primary Care, 12345 Greenway Medical Center, St. Croix, USVI 00850-Tel: 340-123-1234 Mobile; 340-098-7654 Email: Dr1@stx.org).				
8.7.24.93	The system shall support the capability to print medication list instructions (e.g., Pillbox) onsite.				
8.7.24.94	The system shall provide the capability for patient to view the medical record (i.e. Patient Portal).				
8.7.24.95	The system shall support voice recognition capabilities.				
8.7.24.96	The system shall support the translation of clinical documentation by language (e.g., Spanish, Farsi, French, Russian, Korean).				
8.7.24.97	The system shall provide clients the ability to select the Admission Form by language when accessing Patient Portal (e.g., Spanish, Farsi, French, Russian, Korean).				
8.7.24.98	The system shall prompt users to complete OASIS data.				
8.7.24.99	The system shall The system shall prompt user to complete initial visit prior to start of follow-up visit.				
8.7.24.100	The system shall have the capability to allow users to view clinical notes in a summary view.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.101	The system shall have the capability to allow users to capture and approve travel, time and attendance in batch functionality.				
8.7.24.102	The system shall provide the capability to identify non discharged patients with no recent visit activities (e.g., Patient Last Visit Activity Report).				
8.7.24.103	The system shall provide users the ability to flag patient record based on defined criteria (e.g., Home Care Facility, DNR, Priority Scheduling, Critical Diagnosis).				
8.7.24.104	The system shall have the capability to generate user task list of work to be completed.				
8.7.24.105	The system shall provide alternate workflows based on Home Care organizational structure (e.g., Medicare vs. Self-Pay, Medicaid, unskilled).				
8.7.24.106	The system shall graphically display patient vital signs (e.g., Blood Pressure, Glucose Monitoring).				
8.7.24.107	The system shall generate 485 Forms.				
8.7.24.108	The system shall capture Physical Therapy data (e.g., + and - numbers, range of motion).				
8.7.24.109	The system shall support charting by discipline (e.g., Nursing, Physical, Speech, Occupational Therapies).				
8.7.24.110	The system shall provide the ability to view nursing and therapy summaries.				
8.7.24.111	The system shall wrap text notes.				
8.7.24.112	The system shall prompt user to complete the following Lab information: Location, Where it is being submitted, What type of specimen, collection area.				
8.7.24.113	The system shall have the capability to assign Physical and Occupational Therapy exercises through EMR.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.114	The system shall have a patient portal capability to allow patient to request services, email clinicians, attach documents and images.				
8.7.24.115	The system shall prompt user of uncompleted task.				
8.7.24.116	The system shall have a designated section to document goals.				
8.7.24.117	The system shall allow user to assign dates to patient goals.				
8.7.24.118	The system shall have the capability for goals to flow to appropriate areas of the EMR.				
8.7.24.119	The system shall support multiple order templates.				
8.7.24.120	The system shall have the ability to allow clinicians to have a non-clinical notes section. (e.g., Financial Notes)				
8.7.24.121	The system shall allow prompt users when data is incomplete or missing.				
8.7.24.122	The system shall have the ability to allow users to work offline and then synchronize information once back online.				
8.7.24.123	The system shall support IV therapy services.				
8.7.24.124	The system shall have the capability to interface with external pharmacies.				
8.7.24.125	The system shall have the capability to track status of OASIS assessment and rejections of OASIS by CMS (e.g., Incomplete, Ready to extract, Extracted, Exception).				
8.7.24.126	The system shall allow users to document weight bearing status.				
8.7.24.127	The system shall have the capability to track referrals.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.128	The system has capability that is customizable for data auditing and checking:				
8.7.24.128.1	Comprehensive Chart Audits;				
8.7.24.128.2	Utilization Review Audits;				
8.7.24.128.3	Coding/Reviewing for Starts of Care, Resumptions of Care, Transfers, Recertification and Discharges;				
8.7.24.128.4	Survey Readiness;				
8.7.24.128.5	General Clinical Performance Improvement; and				
8.7.24.128.6	Tracking the effectiveness of newly implemented documentation processes.				
8.7.24.129	The system shall have a reporting functionality that is customizable and user friendly for the following:				
8.7.24.129.1	Incomplete documentation (by specific document type).				
8.7.24.129.2	Completed and In-process 485 documents with capability to have report include document author; and				
8.7.24.129.3	Coder/reviewer assigned;				
8.7.24.129.4	OASIS validations;				
8.7.24.129.5	Conditions of Participation (CoPs) compliance; and				
8.7.24.129.6	CHAP Standards compliance.				
8.7.24.130	The system shall generate audit logs.				
8.7.24.131	The system shall stamp date all system entries by user, date and time.				
8.7.24.132	The system shall have the capability to allow users to verify visit by batches. Only put through and work on the ones that have errors.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.133	The system shall provide the medication interactions and allergies once a medication is selected.				
8.7.24.134	The system shall have the capability to allow users to add medications to the medication list. The added medication must be flagged.				
8.7.24.135	The system shall provide an alert to user if adverse medication interactions.				
8.7.24.136	The system shall prevent users from editing other users clinical notes based in user role.				
8.7.24.137	The system shall allow assigned users to have override privileges based on role.				
8.7.24.138	The system shall sort teams by geographic locations. (e.g., subunit, branch location and discipline)				
8.7.24.139	The system shall provide the capability for clinicians to schedule patients and display in clinician schedule.				
8.7.24.140	The system shall support the capability to sign multiple orders at one time.				
8.7.24.141	The system shall populate recurring patient information (e.g., demographic, allergies, PMH and PSH) throughout the system.				
8.7.24.142	The system shall provide long- term image archiving for a minimum of 10 years and longer for pediatrics.				
8.7.24.143	The system shall accept the conversion, migration of legacy data and images from current EHR system (McKESSON).				
8.7.24.144	The system shall capture multiple patient addresses (e.g., Home, Services and Billing).				
8.7.24.145	The system shall capture the start date, order taken date, recertification date, episode #, and mail date for the 485.				
8.7.24.146	The system shall support "Free Text" analysis.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.147	The system shall support the management of personnel information (e.g., Licensures, Training).				
8.7.24.148	The system shall display PTO accrual and used.				
8.7.24.149	The system shall support the interface with inpatient facilities to obtain H&P.				
8.7.24.150	The system shall have the capability to Auto-fax and secure e-mail capability of final reports.				
8.7.24.151	The system shall generate a customizable Auto Fax cover to include HIPAA language.				
8.7.24.152	The system shall be compatible with HL7 standards (e.g., ADT inbound and outbound data).				
8.7.24.153	The system shall interface with the current version of Account Receivable.				
8.7.24.154	The system shall interface with Community Pharmacies (e.g., CVS, Rite Aid).				
8.7.24.155	The system shall interface with MS Outlook email system.				
8.7.24.156	The system shall have the capability to retrieve patient hospital Admission, Discharge and Transfer (ADT) information from a Health Information Exchange.				
8.7.24.157	The system shall interface with PECOS, Alabama Medicaid, and others as mandated and required by CMS.				
8.7.24.158	The system shall have the capability to interface with other health systems.				
8.7.24.159	The system shall integrate with Esolutions and Alabama Medicaid.				
8.7.24.160	The system shall interface with a Medicare Clearinghouse.				
8.7.24.161	The system shall track physician orders by date range and orders status.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.162	The system shall notify users when physician orders status is completed.				
8.7.24.163	The system shall have the capability to allow users to automatically date stamp and send orders electronically to the physician for signature.				
8.7.24.164	The system shall have the capability to allow users to electronically sign, electronically return and automatically receive upon receipt acknowledgements.				
8.7.24.165	The system shall have the capability to allow users to scan or image and attach manual orders for tracking.				
8.7.24.166	The system shall have the capability to allow users to enter verbal orders.				
8.7.24.167	The system shall have the capability to track all orders.				
8.7.24.168	The system shall have a Comments section in the Orders screen.				
8.7.24.169	The system shall have the capability to allow users to generate a Physician Outstanding orders report.				
8.7.24.170	The system shall have the capability to allow users to filter outstanding orders by Physician name and date range.				
8.7.24.171	The system shall generate a Discharge Report that alerts users when the actual discharge date has been assigned.				
8.7.24.172	The system shall notify Physicians when Orders have been assigned and ready for signature via text or email.				
8.7.24.173	The system shall have the capability to group orders by Physicians for approval and electronic signature.				
8.7.24.174	The system shall have the capability to send reminder alerts to the physician for outstanding orders.				
8.7.24.175	The system shall have a reporting dashboard view.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.176	The system shall have the capability to allow users to customize the reporting dashboard view.				
8.7.24.177	The system shall have the capability to allow for the selection and printing of multiple reports.				
8.7.24.178	The system shall have the capability to use data mining tool to extract Data from the database(s).				
8.7.24.179	The system shall have the capability to export images into patient summary reports.				
8.7.24.180	The system shall support predefined filtering and date range.				
8.7.24.181	The system shall have the capability to generate daily Admission Statistics Report by date range to include Pending vs. Admitted.				
8.7.24.182	The system shall have the capability to generate daily Medical Orders Report by date range.				
8.7.24.183	The system shall have the capability to generate a dashboard view to display the number of visits by clinician to patient by date range.				
8.7.24.184	The system shall have the capability to generate a Clinical Task Report to include Number of Visits and Type of Visit by date range.				
8.7.24.185	The system shall have the capability to generate Daily Exception Report of outstanding orders by date range and physician.				
8.7.24.186	The system shall have the capability to generate a Daily Discharge Report by date range.				
8.7.24.187	The system shall have the capability to allow user to create, update, delete and save report template.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.188	The system shall have the capability to allow user to access standard reports titles/types.				
8.7.24.189	The system shall have the capability to allow users to share report templates.				
8.7.24.190	The system shall support multiple reporting templates.				
8.7.24.191	The system shall have the capability to allow users to create vital sign templates with graphical display.				
8.7.24.192	The system shall have the capability to allow users to search and select reporting templates.				
8.7.24.193	The system shall have the capability to allow users to export reporting templates.				
8.7.24.194	The system shall have the capability to allow users to preview reporting templates.				
8.7.24.195	The system shall have the capability to allow users to build and copy reporting templates.				
8.7.24.196	The system shall have the capability to allow users to mark report templates as default.				
8.7.24.197	The system shall have the capability to provide medication reconciliation reports that show patient medications.				
8.7.24.198	The system shall have the capability to allow administrator privilege to change templates and template fields of reports to maintain compliance with various accrediting bodies.				
8.7.24.199	The system shall have the capability to export reports in PDF, MS Word and Excel formats.				
8.7.24.200	The system shall have the capability to generate a Productivity Report.				
8.7.24.201					

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.202	The system shall have the capability to allow users to filter reports.				
8.7.24.203	The system shall have data warehouse capabilities.				
8.7.24.204	The system shall have the capability to drill down on data fields for reporting purposes.				
8.7.24.205	The system shall have the capability to allow user to select a public or private view of a report query.				
8.7.24.206	The system shall have the capability to alert assigned Clinicians when insurance authorization is received and completed.				
8.7.24.207	The system shall have the capability to allow users to change payer information based on user role.				
8.7.24.208	The system shall have the capability to validate insurance information.				
8.7.24.209	The system shall have the capability to generate an alert when authorization process is completed.				
8.7.24.210	The system must support a multiple level organization structure. (e.g., Area, sub-unit, branch, state.)				
8.7.24.211	The system shall have the capability to support the certification of multiple payers.				
8.7.24.212	The system shall have the capability to allow specifically assigned users to edit, update and verify insurance information.				
8.7.24.213	The system shall have electronic posting of private insurance payments.				
8.7.24.214	The system shall have the ability to capture a primary and multiple secondary insurances. (e.g., United Healthcare, Medicare, additional insurances and self-pay).				
8.7.24.215	The system shall have the capability to bill on a daily, weekly, monthly, yearly basis (e.g., Medicare).				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.216	The system shall be able to generate itemized patient bills based on date range.				
8.7.24.217	The system shall allow users to customize billing formats (e.g., Self-Pay, Long Term Care Insurance).				
8.7.24.218	The system shall provide the capability to change payer in real time.				
8.7.24.219	The system shall alert billing staff once insurance is changed by other users.				
8.7.24.220	The system shall support the Medicare Questionnaire requirements.				
8.7.24.221	The system shall generate outstanding accounts based dates of service.				
8.7.24.222	The system should support general accounting procedures including, accounts receivables, aging A/R.				
8.7.24.223	The system shall allow updates to billing rates.				
8.7.24.224	The system shall interface with inventory management supplier (e.g., Medline, McKESSON, etc.).				
8.7.24.225	The system shall bill payer for supplies used by visit date.				
8.7.24.226	The system shall allow users to select medical supplies from a predefined list.				
8.7.24.227	The system shall display the selected medical supplies with the EMR.				
8.7.24.228	The system shall support the inventory management workflow for processing.				
8.7.24.229	The system shall have the capabilities to apply credits.				
8.7.24.230	The system shall have the ability to apply refunds.				
8.7.24.231	The system shall have the capabilities to apply adjustments to bill.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.232	The system shall support mileage for employees and managers.				
8.7.24.233	The system shall submit, retrieve and track authorizations automatically.				
8.7.24.234	The system shall prompt users when Intake information is not valid or missing.				
8.7.24.235	The system shall initiate care management and quality review workflow.				
8.7.24.236	The system shall alert users when an authorization for visit is not billed.				
8.7.24.237	The system shall support dual billing (e.g., Home Health, self-pay and 3rd Party insurance).				
8.7.24.238	The system shall support role based views (e.g., Nursing, Physical Therapy).				
8.7.24.239	The system shall capture user login usage information – Login, time of login, duration of login, location of login, sites accessed by login.				
8.7.24.240	The system shall track operational downtime.				
8.7.24.241	The system shall track server updates.				
8.7.24.242	The system shall support 99.8% uptime.				
8.7.24.243	The system shall be HIPAA compliant.				
8.7.24.244	The system shall have multiple (role based) secure access levels.				
8.7.24.245	The system support advanced authentication methods for access (i.e. passwords, biometrics, etc.).				
8.7.24.246	The system shall support Data Transfer Protocols and will include data encryption standards that meet industry standards.				
8.7.24.247	The system shall verify that data was transferred from appropriate source to target source as defined.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.248	The system shall verify that source data matches targeted data upon receipt.				
8.7.24.249	The system shall authenticate that the data owner is the recipient of the data received by user ID and password.				
8.7.24.250	The system shall allow data in motion must remain encrypted during the process of data transfer.				
8.7.24.251	The system shall have the capability to transfer data through a VPN tunnel.				
8.7.24.252	The system shall utilize a minimum web transport security of TLS 1.2.				
8.7.24.253	The system shall authenticate users by requiring a user id and password.				
8.7.24.254	The system shall support encryption capabilities.				
8.7.24.255	The system shall require a password for electronic signature. (press submit button then window pops up requesting password) (User ID would automatically populate window.)				
8.7.24.256	The system shall have the capability to text (non-PHI) notifications.				
8.7.24.257	The system shall support mobile devices (e.g., Apple, Samsung, iPads, Android, Windows).				
8.7.24.258	The system shall incorporate the latest security protocols for mobile Apps (e.g. encryption, TLS 1.2 etc).				
8.7.24.259	The system shall provide access to electronic medical records from remote medical facilities over the internet, if appropriate access privileges are assigned.				
8.7.24.260	The system shall have storage capacity adequate to store patient records for 10 years (longer for pediatric patients) for immediate access.				
8.7.24.261	The system shall have redundancy, backup and disaster recovery capability.				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.262	The system shall support storage growth for each year of its operational life expectancy.				
8.7.24.263	The system shall be web-based.				
8.7.24.264	The vendor shall supply a dedicated circuit to the central office if bandwith issues should arise.				
8.7.24.265	The system shall be operational 24 hours 7 days week 365 days a year.				
8.7.24.266	The system shall have onsite support within 24 hours of issue reported at user's request.				
8.7.24.267	The system shall support at a minimum Internet Explorer 10 for Windows 7 and Internet Explorer 11(or Microsoft Edge) for Windows 10. Additionally, could vendor support other browsers (e.g. Google Chrome, Mozilla Firefox).				
8.7.24.268	The system shall be compatible with Windows 7 or Windows 10 and be compatible with Microsoft Office products (e.g. Word, Excel, Powerpoint) and PDF products.				
8.7.24.269	The system shall allow system administrator and technical support to access system remotely.				
8.7.24.270	The system shall support remote printing devices on user's network.				
8.7.24.271	The system shall support text and email sharing for patient information (e.g., Wound Assessment Images) within system.				
8.7.24.272	The vendor shall support new releases and upgrades.				
8.7.24.273	The system shall support external users view only access (e.g., Auditors, CHAP Surveyors).				
8.7.24.274	The vendor shall support multiple technical environments (e.g., train, test, prod).				

Section #	DESCRIPTION OF REQUIREMENTS	Met	Not Met	Met with Modifications	Comments
8.7.24.275	The vendor shall support multiple test events (e.g., System, Integration and User Acceptance).				
8.7.24.276	The vendor shall support System, Integration and User Acceptance testing.				
8.7.24.277	The system shall have online HELP.				
8.7.24.278	The system shall have online tutorials capabilities.				
8.7.24.279	The vendor shall support Train the Trainer sessions.				
8.7.24.280	The vendor shall provide access to vendor knowledge portal.				
8.7.24.281	The system shall support audio and visual training methods.				

8.8 Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

BETWEEN

THE ALABAMA DEPARTMENT OF PUBLIC HEALTH

AND

This Agreement is entered into by and between the Alabama Department of Public Health, hereinafter "Department," and _____, hereinafter "Business Associate," is effective _____, and terminates_____.

The Business Associate performs certain services on behalf of or for the Department pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Department is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Agreement to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of the Department to disclose to its Business Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Agreement consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

a. Department Privacy Officer shall mean the Department's HIPAA Privacy Officer.

b. Agent shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of Department, as referenced in 45 CFR § 160.402(c).

c. Breach shall mean the acquisition, access, use of disclosure of protected health information which compromises the security of privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.

d. Business Associate shall have the meaning given to such term in 45 CFR § 160.103.

e. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

f. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.

g. Protected Health Information or PHI shall have the meaning given to such term in 45 CFR § 160.103 limited to the information created or received by Business Associate from or on behalf of Department.

h. Security Incident means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

i. Security Rule means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.

j. Subcontractor means a person to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such Business Associate.

Permitted Uses and Disclosures.

a. PHI Described. This means PHI created, received, maintained or transmitted on behalf of the Department by the Business Associate. This PHI is governed by this Agreement and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is generally described in Appendix A.

b. Purposes. Except as otherwise limited in this Agreement, Business Associate may use or disclose the PHI on behalf of, or to provide services to, Department for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Department or Business Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Department. The Business Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Department.

c. Further Uses and Disclosures. Except as otherwise limited in this Agreement, the Business Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law; or (ii) the Business Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Business Associate; and, (iii) an agreement to notify the Business Associate and Department of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Department's obligations under 45 CFR § 164.502.

Obligations of Business Associate.

a. Stated Purposes Only. The PHI may not be used by the Business Associate for any purpose other than as stated in this Agreement or as required or permitted by law.

b. Limited Disclosure. The PHI is confidential and will not be disclosed by the Business Associate other than as stated in this Agreement or as required or permitted by law. Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Department gives written approval and the individual provides a valid authorization. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Business Associate will report to Department any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.

c. Safeguards. The Business Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Agreement. This shall include, but not be limited to:

i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Agreement, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;

ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;

iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Business Associate's operations, in compliance with the Security Rule;

iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on

behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

d. Compliance with Law. The Business Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI , including but not limited to, the Privacy and Security Rules.

e. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of the PHI by Business Associate in violation of the requirements of this Agreement, and report its mitigation activity back to the Department.

f. Support of Individual Rights.

i. Access to PHI. Business Associate shall make the PHI maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Department for inspection and copying, and in electronic format, if requested, within five (5) days of a request by Department to enable Department to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.524 and consistent with Section 13405 of the HITECH Act

ii. Amendment of PHI. Within five (5) days of receipt of a request from Department for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such PHI available to Department for amendment and incorporate any such amendment to enable Department to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.

iii. Accounting Rights. Within five (5) days of notice of a request for an accounting of disclosures of the PHI , Business Associate and its agents or subcontractors shall make available to Department the documentation required to provide an accounting of disclosures to enable Department to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act Business Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Department to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

• the date of disclosure;
• the name of the entity or person who received the PHI, and if known, the address of the entity or person;
• a brief description of the PHI disclosed; and
• a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

iv. Request for Restriction. Under the direction of the Department, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Department determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."

v. Immediate Discontinuance of Use or Disclosure. The Business Associate will immediately discontinue use or disclosure of Department PHI pertaining to any individual when so requested by Department. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

g. Retention of PHI. Notwithstanding section 4.a. of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Agreement for a period of six (6) years after termination of the Agreement, or longer if required under state law.

h. Agent's, Subcontractor's Compliance. The Business Associate shall notify the Department of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Agreement. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Department Privacy Officer. The Business Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Business Associate creates or receives on behalf of the Department, agree to the restrictions and conditions which apply to the Business Associate hereunder. The Department may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.

i. Federal and Department Access. The Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Business Associate on behalf of the Department available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Business Associate shall also make these records available to Department, or Department's contractor, for periodic audit of Business Associate's compliance with the Privacy and Security Rules. Upon Department's request, the Business Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Business Associate's subcontractors, if any.

j. Security. The Business Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent

practicable. If Business Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Agreement, it must submit such written rationale, including its Security Risk Analysis, to the Department Security Officer for review prior to the execution of the Agreement.

k. Notification of Breach. During the term of this Agreement, the Business Associate shall notify the Privacy Officer immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the ADPH Privacy Officer.

The Business Associate shall immediately investigate such Security Incident, Breach, or unauthorized use disclosure of PHI or confidential data. Within 72 hours of the discovery, the Business Associate shall notify the Department Privacy Officer, unless otherwise directed by the Department in writing: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Department will coordinate with Business Associate to determine additional specific actions that will be required of the Business Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Business Associate. This may include, but not be limited to, costs associated with notifying affected individuals.

If the Business Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Agreement, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Department Privacy Officer. Failure to include such requirement in any subcontract or agreement may result in the Department's termination of the Agreement.

l. Assistance in Litigation or Administrative Proceedings. The Business Associate shall make itself and any subcontractors, workforce or agents assisting Business Associate in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Business Associate, except where Business Associate or its subcontractor, workforce or agent is a named as an adverse party.

Agreement Administration.

a. Term. This Agreement shall terminate on termination of the underlying Agreement or on the date the Department terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.

b. Duties at Termination. Upon any termination of the underlying Agreement, the Business Associate shall return or destroy, at the Department's option, all PHI received from, or created or received by the Business Associate on behalf of the Department that the Business Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Business Associate shall extend the protections of this Agreement to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Business Associate. The duty of the Business Associate and its agents and subcontractors to assist the Department with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

c. Termination for Cause. Business Associate authorizes termination of this Agreement by Department, if Department determines Business Associate has violated a material term of the Agreement. Department may, at its sole discretion, allow Business Associate a reasonable period of time to cure the material breach before termination.

d. Judicial or Administrative Proceedings. The Department may terminate this Agreement if the Business Associate is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if the finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined. Business Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.

e. Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of the underlying Agreement.

General Provisions/Ownership of PHI.

a. Retention of Ownership. Ownership of the PHI resides with the Department and is to be returned on demand or destroyed at the Department's option, at any time, and subject to the restrictions found within section 4. b. above.

b. Secondary PHI. Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Department.

c. Electronic Transmission. Except as permitted by law or this Agreement, the PHI or any data generated from the PHI which would permit identification of an individual must not be

transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Agreement or to another contractor, or allied Department, or affiliate without prior written approval of Department.

d. No Sales. Reports or data containing the PHI may not be sold without Department's or the affected individual's written consent.

e. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

f. Interpretation. The provisions of this Agreement shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Agreement. The interpretation of this Agreement shall be made under the laws of the state of Alabama.

g. Amendment. The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Agreement.

h. Additional Terms and Conditions. Additional discretionary terms may be included in the release order or change order process.

_____	ALABAMA DEPARTMENT OF PUBLIC HEALTH
SIGNED:_____	SIGNED: _____
DATE:_____	DATE: _____
ADDRESS:_____	ADDRESS: _____
_____	_____
_____	_____
_____	_____
Telephone_____	Telephone: _____
Fax: _____	Fax: _____
E-Mail Address: _____	E-Mail Address: _____
_____	_____

Appendix A

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

System Requirements INSERT SPECS

8.9 Pro Forma Contract

CONTRACT
BETWEEN
THE ALABAMA PUBLIC HEALTH CARE AUTHORITY FOR THE BENEFIT OF AND IN COORDINATION WITH
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
(Provider Name)

This Contract entered into by and between The Alabama Public Health Care Authority ("APHCA") for the benefit of and in coordination with the Alabama Department of Public Health ("ADPH"), (hereinafter APHCA and ADPH may be referred to collectively as "Owner") and (Provider Name) hereinafter "Contractor," is effective (Effective Date) and terminates (Termination Date).

WHEREAS, the purposes of this Contract is to permit the Owner to purchase a pre-established, well-defined and fully-operational customized software solution to enhance APHCA's facilities technology capabilities and automate ADPH's Home Health Care electronic health records and provide a robust practice management component, and a revenue cycle management system for third party billing; and,

WHEREAS, funding for activities performed under this Contract have been provided by the ADPH by and through a Memorandum of Understanding between the ADPH and the APHCA; and,

WHEREAS, this Contract is entered into following a request for proposal entitled "Home Health Electronic Health Record RFP (the "RFP") administered by The Alabama Public Health Care Authority in accordance with its Enabling Law and its Articles of Incorporation; and,

WHEREAS, the Contractor's proposal, including its proposed scope of work and price, was selected as the successful proposal and the Contractor has been awarded this contract based on the solutions and pricing set forth in the proposal, which proposal is specifically incorporated into this contract.

NOW THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The Contractor will fully comply with the RFP, Contractor's proposal, and the Owner's acceptance thereof. This contract specifically incorporates by reference the RFP, any attachments and amendments thereto, and Contractor's response, including all attachments.
The Contractor shall furnish labor, equipment, and materials and perform all of the work required under the RFP dated the __ day of April, 2017 strictly in accordance with the requirements thereof and Contractors response and proposal.

The Contractor shall be compensated for performance under this contract in accordance with the provisions of the RFP Section __ and the price provided on Appendix _, Pricing Form.

COMPUTER SOFTWARE CLAUSE. This clause applies to computer software and any derivative or iteration thereof developed under funding by the Department.

(a) The Contractor possesses ownership rights in computer software or modifications or derivatives or iterations thereof and associated documentation designed, developed or installed with funding supplied by the Department whether the source of such funding to the Department was a grant by the United States Government or any department or agency thereof subject to the exceptions herein below stated.

(b) The Department reserves a royalty-free, nonexclusive, and irrevocable license to modify, enhance, reproduce, publish, or otherwise use and to authorize others to so use for State purposes, such software, modifications, enhancements, reproductions or derivatives or iterations thereof and all associated documentation.

(c) The Department reserves the right to grant to the Government of the United States or any department or agency thereof, a right equal to that of the Department to use for Federal purposes, such software, modifications, enhancements, reproductions or derivatives or iterations thereof and all associated documentation to the extent that funding to the Department was derived from Federal sources.

(d) Any use by the Contractor outside of this Contract shall be attributed to funding provided by the Department.

(e) This clause applies only to software and documentation that is specifically identified and for which delivery dates, places, medium (paper, electronic, magnetic), approval requirements, and specifications are clearly stated in the Contract.

(f) Contractor certifies that it is in compliance with and will comply with all requirements of the International Traffic in Arms Regulations (ITAR) and United States Department of Commerce regulations and restrictions on the transfer and export of technologies relating to civilian applications listed on the Commerce Control List (CCL) under the Export Administration Regulations (EAR) and hereby saves harmless the State of Alabama, the Department and any officers, agents, servants or employees of either from vicarious violations of ITAR or EAR. See U.S. Department of Commerce Export Administration Regulations (EAR) 15 CRF§ 730 -774; Commerce Control List (CCL) 15 CFR § 730- 774 Supplement 1; U.S. Department of State International Traffic in Arms Regulations (ITAR) 22 CFR § 120- 130; and Munitions Control List (MCL) 22 CFR §121.

Contractor:

(Provider Name)

Signed: _____
(Owner or Authorized Rep)

Date: _____

Address:
(Address Street)
(Address line two)
(Address line three)

Telephone: (Telephone #)
Fax:: (Fax #)

The Alabama Public Health Care Authority

Signed: _____
Dr. Thomas M. Miller
Chairman

Date: _____

APPROVED:
Alabama Department of Public Health

Signed: _____
Thomas M. Miller, M.D.
State Health Officer

Date: _____

8.10 Compliance Checklist

PROPOSAL COMPLIANCE CHECKLIST

Proposer Name Review Date

Compliance Reviewer #1 Compliance Reviewer #2

☒ IF CORRECT	BASIC PROPOSAL REQUIREMENTS	RFP Section
☐	Proposals must be submitted no later than the Proposal Deadline time and date, which is detailed in Section 2, RFP Schedule of Events.	1.4
☐	A PROPOSER must respond to the RFP and any exhibits, attachments, or amendments.	1.4
☐	PROPOSERS must respond to this RFP with a Proposal divided into three major sections.	3.1.1
☐	The Proposal must be divided into the following three sections: Proposer Qualifications and Experience Requirements Cost Proposal	3.1.1
☐	Each of these major sections must reference the RFP sections to which the PROPOSER must respond.	3.1.1
☐	The PROPOSER must structure its response in the same sequence, using the same labeling and numbering that appears in the RFP section in question.	3.1.2
☐	The response to each Section must be preceded by the Section text of the RFP followed by the PROPOSER'S response.	3.1.2
☐	Proposals must not include references to information located elsewhere, such as Internet websites.	3.1.4
☐	Proposals must be prepared on standard 8 ½" x 11" paper and each major Section must be bound separately.	3.1.5
☐	All Proposal pages must be numbered unless specified otherwise.	3.1.5
☐	All responses, as well as any reference material presented, must be written in English.	3.1.5
☐	Proposals must be received at the location below by the date and time specified as the Deadline for Submitting Proposal in the RFP Section 2, Schedule of Events.	3.2.1

☐	PROPOSERS must not submit multiple Proposals in response to this RFP.	3.2.2.1
☐	If multiple PROPOSERS are proposing to jointly perform the project, the proposal must be submitted in the form of a prime contractor/subcontractor(s) arrangement.	3.2.2.2
☐	PROPOSERS must submit one (1) signed original hardcopy Proposal and one (1) softcopy CD/DVD or USB flash drive of the entire Proposal to the RFP Coordinator in a sealed package and clearly marked: "Proposal in Response to ADPH Laboratory Revenue Recovery Implementation and Maintenance Services RFP - Do Not Open"	3.2.3
☐	The softcopy CD/DVD or USB flash drive version of the Proposal must contain the following: One (1) complete copy of the Proposal in searchable Adobe Acrobat PDF format One (1) complete copy of the Proposal in Microsoft Word 2010 or later format Each PROPOSER provided attachment in Microsoft Word 2010 or later format or Acrobat PDF format One (1) complete copy of the Proposal and attachments with redaction of all confidential and/or proprietary information in Acrobat PDF format	3.2.3
☐	The first page of each major Section must be a dated cover sheet identifying the PROPOSER and proposed solution with an original ink signature of the person(s) legally authorized to bind the PROPOSER to the Proposal.	3.2.4
☐	The cover sheet must clearly identify the major section and assigned RFP number. The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the PROPOSER (do not number this page).	3.2.4 3.2.4
☐	The cover sheet must be followed by the "Table of Contents," which must list all sections, subsections and page numbers.	3.2.5
☐	If a PROPOSER cannot comply with a requirement of the RFP, the PROPOSER must complete Attachment 8.2 Proposer Exceptions and include it as an attachment to the Proposer Qualifications and Experience Proposal. The PROPOSER must fill out a separate sheet for each exception.	3.3 3.3
☐	The PROPOSER must respond to the final written RFP and any exhibits, attachments, and amendments.	3.12.3
☐	PROPOSERS must redact this information in the redacted copy provided to ADPH pursuant to Section 3.2.3.4.	3.13
☐	The response to the Proposer Qualifications and Experience Section must be divided into the following: Section Cover Sheet Table of Contents Transmittal Letter Proposer's Mandatory Qualifications Proposer's General Qualifications and Experience References Staffing	4

☐ ☐ ☐	The Proposal Transmittal Letter must be an offer of the PROPOSER in the form of a standard business letter on business letterhead. The Proposal Transmittal Letter must reference and respond to the following subsections in sequence and include corresponding documentation as required. Following the cover sheet and table of contents, the Transmittal Letter must be the first page of the Proposal.	4.1.1
☐	The letter must state that the Proposal remains valid for at least one hundred and twenty (120) days subsequent to the Deadline for Submitting Proposals (Section 2, RFP Schedule of Events) and thereafter in accordance with any resulting Contract between the PROPOSER and REQUESTOR.	4.1.2
☐	The letter must provide the complete legal entity name, form of business (e.g. LLC, Inc., etc.), and Federal Employer Identification Number (FEIN) of the firm making the Proposal.	4.1.3
☐	The letter must provide the name, physical location mailing address (a PO Box address is unacceptable), E-mail address, and telephone number of the person REQUESTOR should contact regarding the Proposal.	4.1.5
☐ ☐	The letter must state whether the PROPOSER or any individual who will perform work under the Contract has a possible conflict of interest (i.e. employment by the State of Alabama or ADPH) and, if so, must state the nature of that conflict. Such determination regarding any questions of conflict of interest must be solely within the discretion of REQUESTOR.	4.1.4 4.1.4
☐ ☐	The Letter must state unequivocal understanding of the general information presented in all Sections and agree with all requirements/conditions listed in the RFP. Any and all exceptions to mandatory requirements of the RFP must be defined in Attachment 8.2 Proposer Exceptions.	4.1.5 4.1.5
☐	The letter must state that the PROPOSER has an understanding of and will comply with the Pro Forma Contract as set out in Attachment 8.9.	4.1.6
☐	The Mandatory Proposer Qualifications must reference and respond to the following subsections in sequence and include corresponding documentation as required.	4.2
☐	The PROPOSER must provide written confirmation that they comply with the provisions of this RFP, without exceptions unless otherwise noted.	4.2.1
☐	The PROPOSER must complete RFP Attachment 8.1 to comply with the listed conditions.	4.2.2
☐	The Alabama Disclosure Statement must be filled out and must be submitted with the Proposal and attached to the Proposer Qualifications and Experience section.	4.2.3
☐	The PROPOSER must provide an “acknowledge and comply” statement that the PROPOSER has a continuing obligation to disclose any change of circumstances that will affect its qualifications as a PROPOSER.	4.2.4
☐	The PROPOSER must provide an “acknowledge and comply” statement that the proposed solution does not utilize Citrix or Microsoft terminal services.	4.2.5
☐	[Proposer’s General Qualifications and Experience] To evidence the PROPOSER’S experience in delivering services similar to those	 4.3.1

	required by this RFP, the General Proposer Qualifications and Experience must reference and respond to the following subsections in sequence and include corresponding documentation as required. The PROPOSER must provide the following:	
☐	A brief, descriptive statement indicating the PROPOSER'S credentials to deliver the services sought under this RFP;	4.3.1.1
☐	A brief description of the PROPOSER'S background and organizational history; Number of years in business;	4.3.1.2
☐	A summary to include the location of the PROPOSER'S headquarters and the number of branch locations within the State of Alabama;	4.3.1.3
☐	A brief statement of how long the PROPOSER has been performing the services required by this RFP;	4.3.1.4
☐	A detailed description of relevant revenue recovery software implementation and maintenance experience within the last five (5) years. The narrative in response to this section must thoroughly describe the PROPOSER'S experience with providing the	4.3.1.5
☐	services sought under this RFP. In this Section, the PROPOSER may also provide sample documents describing the PROPOSER'S experience. A description of the number of employees and client base; Whether there have been any mergers, acquisitions, sales, or reorganization of the PROPOSER company within the last five (5) years (and if so, an explanation providing relevant details);	4.3.1.6
☐	A statement as to whether any PROPOSER employees to be assigned to this project have been convicted of, pled guilty to, or pled nolo contendere to any felony; and if so,	4.3.1.7
☐	an explanation providing relevant details; A statement as to whether there is pending or current litigation which would impair PROPOSER'S performance in a Contract under this RFP;	4.3.1.8
☐	A statement as to whether, in the last ten years, the PROPOSER has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;	4.3.1.9
☐	A statement as to whether the PROPOSER has ever been disqualified from competition for government contracts; and if so, an explanation providing details;	4.3.1.10
☐	A statement as to whether the PROPOSER has ever been dismissed from a government contract because of unsatisfactory performance; and if so, an explanation providing relevant details;	4.3.1.11
☐	A statement as to whether the PROPOSER has ever been dismissed from a non-government contract because of unsatisfactory performance; and if so, an explanation providing relevant details; A statement to provide an "acknowledge and comply" statement that the awarded PROPOSER will be required to complete ADPH's Attachment 8.8, Business Associates Agreement.	4.3.1.12
☐		4.3.1.13
☐		4.3.1.14

☐		4.3.1.15
	[Subcontractor General Qualifications and Experience]	4.3.2
☐ N/A	The PROPOSER must be responsible for ensuring the timeliness and quality of all work performed by Subcontractors. If no Subcontractors will be proposed, the PROPOSER must indicate so in this Section. For each proposed Subcontractor, the PROPOSER must provide the following:	
☐ N/A	Subcontractor firm name;	4.3.2.1
☐ N/A	Percentage of total work the Subcontractor will be providing based upon proposed cost;	4.3.2.2
☐ N/A	Written statement signed by the Subcontractor that clearly verifies that the Subcontractor is committed to render the services required by the contract;	4.3.2.3
☐ N/A	A brief, descriptive statement indicating the Subcontractor's credentials to deliver the services sought under this RFP;	4.3.2.4
☐ N/A	A brief description of the Subcontractor's background and organizational history;	4.3.2.5
☐ N/A	Number of years in business;	4.3.2.6
☐ N/A	A brief statement of how long the Subcontractor has been performing the services required by this RFP;	4.3.2.7
☐ N/A	A detailed description of relevant revenue recovery software implementation and maintenance experience within the last five (5) years. The narrative in response to this section must thoroughly describe the PROPOSER'S experience with providing the services sought under this RFP. In this Section, the PROPOSER may also provide sample documents describing the PROPOSER'S experience.	4.3.2.8
☐ N/A	A description detailing the Subcontractors prior experience with the Proposer and the proposed solution.	4.3.2.9
☐ N/A	A description of the number of employees and client base;	4.3.2.10
☐ N/A	Whether there have been any mergers, acquisitions, sales, or reorganization of the PROPOSER company within the last five (5) years (and if so, an explanation providing relevant details);	4.3.2.11
☐ N/A	Form of business (e.g. LLC, Inc., etc.);	4.3.2.12
☐ N/A	A statement as to whether any Subcontractor employees to be assigned to this project have been convicted of, pled guilty to, or pled nolo contendere to any felony; and if so, an explanation providing relevant details;	4.3.2.13
☐ N/A	A statement as to whether there is any pending litigation against the Subcontractor; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Subcontractor's performance in a Contract under this RFP;	4.3.2.14
☐ N/A	A statement as to whether, in the last ten years, the Subcontractor has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;	4.3.2.15
☐ N/A	A statement as to whether the Subcontractor has ever been disqualified from competition for government contracts; and if so, an explanation providing details;	4.3.2.16
☐ N/A	A statement as to whether the Subcontractor has ever been dismissed from a government contract because of unsatisfactory performance; and if so, an explanation providing relevant details;	4.3.2.17
☐ N/A	A statement as to whether the Subcontractor has ever been dismissed from a non-government contract because of unsatisfactory performance; and if so, an explanation	4.3.2.18

	providing relevant details; A statement to provide an “acknowledge and comply” statement that the awarded PROPOSER will be required to complete ADPH’s Attachment 8.8, Business Associates Agreement.	4.3.2.19
	[Vendor References]	4.4
☐	The PROPOSER must provide at least six (6) references of Public Health implementations of this software.	4.4.1
☐	Three (3) of the six (6) references must be actively self-hosting. One (1) of the three (3) references can be from either the private, non-profit, or government sector.	4.4.1
	For each reference, the PROPOSER must provide:	
☐ Ref. #1	Client name;	4.4.1.1
	Description of service provided;	4.4.1.2
☐ Ref.#2	A description of the PROPOSER’S roles and responsibilities;	4.4.1.3
	Maximum number of staff on-site with the client (over entire period of client service);	4.4.1.4
☐ Ref.#3	Time period of the project and/or Contract. Must be stated in the form of "from-to" dates (e.g., "Jan. 09 -- March 11"). Do not state this as a length of time (e.g., "two years"), without start and end dates;	4.4.1.5
	Client's contact reference name, E-mail address and telephone number; provide a primary and secondary contact for each client. The PROPOSER must verify the accuracy of this information (names, E-mail addresses and telephone numbers) within thirty (30) days prior to the "Deadline for Submitting a Proposal" date. If REQUESTOR is unable to contact a reference after a reasonable effort, evaluation will proceed as if the reference were unfavorable; and	4.4.1.6
	Label the reference responses as follows: “Proposer Reference # 1,” followed by specific responses to 4.4.1.1 through 4.4.1.7; etc.	4.4.1.7
	[Subcontractor References]	
☐ N/A	For each Subcontractor proposed, the PROPOSER must provide two (2) references preferably within the last five (5) years.	4.4.2
	For each Subcontractor reference, the PROPOSER must provide:	
☐ Ref. #1	Client name;	4.4.2.1
	Description of service provided;	4.4.2.2
☐ Ref.#2	A description of the Subcontractor’s roles and responsibilities;	4.4.2.3
	Maximum number of staff on-site with the client (over entire period of client service);	4.4.2.4
	Time period of the project and/or Contract. Must be stated in the form of "from-to" dates (e.g., "Jan. 09 -- March 11"). Do not state this as a length of time (e.g., "two years"), without start and end dates;	4.4.2.5
	Client's contact reference name, E-mail address and telephone number; provide a primary and secondary contact for each client. The PROPOSER must verify the accuracy of this information (names, E-mail addresses and telephone numbers) within thirty (30) days prior to the "Deadline for Submitting a Proposal" date. If REQUESTOR is unable to contact a reference after a reasonable effort, evaluation will proceed as if the reference were unfavorable; and	4.4.2.6
	Label the reference responses as follows: “Subcontractor #1 Reference # 1,” followed	

	by specific responses to 4.4.2.1 through 4.4.2.7; etc.	4.4.2.7
	[Staffing]	4.5
☐	The PROPOSER must provide the following information for the staff to be assigned to ADPH for the duration of contract time.	
☐	Project Organizational Chart The PROPOSER must provide a project organization chart that, at a minimum, identifies each key position for your proposed solution. For each position shown in the project organization chart, the following must be provided (referencing the subsections in sequence):	4.5.1
☐	Title;	4.5.1.1
☐	Name;	4.5.1.2
☐	Designation as a Key or Non-Key position. The Project Manager, Technical/Implementation Lead and Training Lead would be Key. Senior technical positions will also be Key and any other positions where the sudden departure of the incumbent would affect the team's ability to stay on schedule;	4.5.1.3
☐	Description of project role and responsibilities;	4.5.1.4
☐	Percentage of time to be assigned; and	4.5.1.5
☐	Percentage of time to be spent onsite.	4.5.1.6
	[Key Positions] At a minimum, the Key Positions must include the Project Manager, Technical/Implementation Lead and Training Lead.	4.5.2
	Though the PROPOSER may use different position titles, the PROPOSER must clearly specify which is the Project Manager, Technical/Implementation Lead and Training Lead (or clearly described equivalent). For each position designated as a Key position, the PROPOSER must provide:	4.5.2
☐	Name and title of the individual proposed to that position;	4.5.2.1
☐	Description of project role and responsibilities;	4.5.2.2
☐ Pos. #1	Completed Key Position Resume Sheet for each individual as provided in Attachment 8.3 (All Key Position Resume Sheets must be attached to the Proposer Qualification and Experience Section); and	4.5.2.3
☐ Pos. #2	Designation of the individual as a Contract employee (compensation paid by an organization other than the PROPOSER submitting this Proposal) or staff (compensation paid by the PROPOSER submitting this Proposal).	4.5.2.4
☐ Pos. #3	A statement that the Key positions must be able to meet with ADPH in person, teleconference, webinar, or any other way deemed satisfactory to ADPH through the duration of this project.	4.5.2.5

☐	[Staff Qualifications] The PROPOSER must indicate the normal time required to start work after a Contract is awarded and provide assurances as to the availability of staff for Key positions within that timeframe. The PROPOSER must also indicate the normal timeframe for filling Non-Key positions.	4.5.3
☐	[Technical Requirements] The response to the Technical Section must be divided into the following: Section Cover Sheet Table of Contents Documented Roles and Responsibilities System Requirements	5
☐	[Documented Roles and Responsibilities] PROPOSER must respond to Subsections 5.1.1.1 until 5.1.1.7 with separate "acknowledge and comply" statements.	5.1
☐ ☐	[System Requirements] The PROPOSER must complete Attachment 8.7 – System Requirements. The PROPOSER must respond to each requirement by marking one of the three provided response columns: Met without modification – The solution proposed by the PROPOSER meets the specification and is functional at the time the proposal is submitted. Not Met – The solution proposed by the PROPOSER does not and will not meet the specification. Met with modifications – The solution proposed by the PROPOSER at the time the proposal is submitted fails to meet the specification. However, the PROPOSER believes that through enhancement, modification or customization to the solution the specification will be met. The selection of "Met with modifications" requires a narrative be added to the comment section of the specification explaining the limitation and approach to resolve. If an enhancement to the solution is proposed, a target release date for the enhancement is requested.	5.2
☐	Pricing information must be included in the Cost Proposal Section, and only in the Cost Proposal Section; no pricing information may be included in any other Section responses.	6.2
☐	PROPOSERS must use Attachment 8.5 - Cost Proposal Template I and Attachment 8.6 – Cost Proposal Template II.	6.5
☐	Cost Proposal Template must be signed by a company officer or representative empowered to bind the PROPOSER to the provisions of this RFP and any contract awarded pursuant to it.	6.6
☐	PROPOSERS must include all expenses, including travel, lodging, and any subcontractor costs when preparing their Cost Proposal.	6.7

NOTE: In addition to the items on the checklist, the RFP Evaluation Committee may also evaluate compliance with other proposal requirements including, but not limited to:

- Proposals must NOT restrict the rights of the REQUESTOR or other qualification of the RFP; and
- NO inappropriate conflicts of interest regarding the RFP or the subject procurement; as well as, response to and documentation as required by all other RFP requirements.

8.11 Disclosure Statement

State of Alabama
Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVEDOUNT REC

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYED	ADDRESS	STATE DEPARTMENT/AGENCY

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00, is applied for knowingly providing incorrect or misleading information.

_____ _____

Signature Date

_____ _____ _____

Notary's Signature Date Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.