

**REQUEST FOR PROPOSALS FOR**

**Pennsylvania Health Information Exchange  
(PHIX)**

**ISSUING OFFICE**

**Department of General Services  
Bureau of Procurement  
555 Walnut Street  
Forum Place, 6<sup>th</sup> Floor  
Harrisburg, PA 17101-1914**

**RFP NUMBER**

**6100009286**

**DATE OF ISSUANCE**

**April 1, 2010**

**REQUEST FOR PROPOSALS FOR  
Pennsylvania Health Information Exchange (PHIX)**

**TABLE OF CONTENTS**

<b>CALENDAR OF EVENTS</b>	<b>[iii]</b>
<b>Part I—GENERAL INFORMATION</b>	<b>[4]</b>
<b>Part II—PROPOSAL REQUIREMENTS</b>	<b>[16]</b>
<b>Part III—CRITERIA FOR SELECTION</b>	<b>[27]</b>
<b>Part IV—WORK STATEMENT</b>	<b>[31]</b>
<b>APPENDIX A, CONTRACT TERMS AND CONDITIONS</b>	
<b>APPENDIX B, DOMESTIC WORKFORCE UTILIZATION CERTIFICATION</b>	
<b>APPENDIX C, COST MATRIX</b>	
<b>APPENDIX D, PROPOSAL COVER SHEET</b>	
<b>APPENDIX E, TRADE SECRET/CONFIDENTIAL PROPRIETARY INFORMATION</b>	
<b>APPENDIX F, LOBBYING CERTIFICATION FORM</b>	
<b>APPENDIX G, GLOSSARY</b>	
<b>APPENDIX H, COMPARATIVE ANALYSIS MATRIX (CAM)</b>	
<b>APPENDIX I, HOSTING REQUIREMENTS</b>	
<b>APPENDIX J, REQUIREMENTS MATRIX</b>	
<b>APPENDIX K, PRODUCT TABLE MATRIX</b>	
<b>APPENDIX L, SERVICE LEVEL METHODOLOGY</b>	
<b>APPENDIX M, SERVICE LEVEL MATRIX</b>	
<b>APPENDIX N, STRATEGIC PLAN</b>	

## CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to: gs-itpurchases@state.pa.us	Potential Offerors	April 12, 2010 by 2:00 PM EDT
Pre-proposal Conference: 555 Walnut Street, 6 <sup>th</sup> Floor Conference Room 1 Harrisburg, PA 17101	Issuing Office/Potential Offerors	April 13, 2010 at 1:00 PM EDT
Answers to Potential Offeror questions posted to the DGS website ( <a href="http://www.dgsweb.state.pa.us/RTA/Search.aspx">http://www.dgsweb.state.pa.us/RTA/Search.aspx</a> ) no later than this date.	Issuing Office	April 16, 2010 by 4:00 PM EDT
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
Sealed proposal must be received by the Issuing Office at <b>Department of General Services</b> <b>555 Walnut Street, 6<sup>th</sup> Floor</b> <b>Harrisburg, PA 17101</b>	Offerors	May 3, 2010 by 1:30 PM EDT

## PART I

### GENERAL INFORMATION

- I-1. Purpose.** This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Department of General Services (DGS)** consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need **for a Pennsylvania Health Information Exchange (PHIX)** (“Project”).
- I-2. Issuing Office.** The **Department of General Services (DGS)** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be **Kay Shaffer, 555 Walnut Street, 6<sup>th</sup> Floor, Harrisburg, PA 17101, ra-itpurchases@state.pa.us**, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.
- I-3. Scope.** This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.
- I-4. Problem Statement.** The Commonwealth of Pennsylvania is seeking an Offeror bringing demonstrated experience, financial stability, and a proven product, to implement, host and operate Pennsylvania’s statewide health information exchange. The procured solution will enable PHIX to facilitate the sharing of health information to improve the quality of patient care and benefit population health.

PHIX will be a secure, internet-based, statewide network that will integrate health care communications and data transfer based on federal and state standards for health information exchange, and will facilitate authorized exchanges among authorized health care professionals.

PHIX will initially connect the health information communities within Pennsylvania that are serving the state’s 12 million residents. PHIX will also connect Pennsylvania to the Nationwide Health Information Network (NHIN).

Upon award, the selected Offeror is expected to work with the Commonwealth and the health care community to enable data exchanges to occur. Incremental implementation efforts will result in robust data exchanges.

**NOTE:** Throughout this RFP and its attachments and appendices, the word “includes” (or including, or any other form of the word) is meant to convey that a

list is not exhaustive. The word, or any form thereof, is to be construed to mean “includes (or including) but not limited to.”

Additional detail is provided in **Part IV** of this RFP.

- I-5. Type of Contract.** It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a **fixed price** contract containing the **Contract Terms and Conditions** as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.
- I-6. Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.
- I-7. Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.
- I-8. Pre-proposal Conference.** The Issuing Office will hold a pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **three (3)** individuals per Offeror. The pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services’ (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the pre-proposal conference is **optional**.
- I-9. Questions & Answers.** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line “RFP 610009286 Question”**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either

contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website.

- I-10. Addenda to the RFP.** If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.dgsweb.state.pa.us/RTA/Search.aspx>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.
- I-11. Response Date.** To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.
- I-12. Proposals.** To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing **nine (9) paper copies of the Technical Submittal and two (2) paper copies of the Cost Submittal and two (2) paper copies of the Disadvantaged Business Submittal**. In addition to the paper copies of the proposal, Offerors shall submit **two (2) complete and exact copies of the entire proposal** (Technical, Cost and Disadvantaged Business Submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be uniquely numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **Proposal Cover Sheet (Appendix D)** to this RFP) and the Proposal Cover Sheet is attached to the Offeror's proposal,

the requirement will be met. For this RFP, the proposal must remain valid for **120** days or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

**I-13. Disadvantaged Business Information.** The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

- A. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and
- B. United States Small Business Administration certified 8(a) small disadvantaged business concerns.
- C. Businesses that BMWBO determines meet the Small Business Administration criteria for designation as a small disadvantaged business.

**Because the contract resulting from this RFP will be funded by the American Recovery and Reinvestment Act ("ARRA"), for this RFP the term small disadvantaged business also includes:**

- D. **Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified veteran owned business enterprises (VOBEs) and service disabled veteran owned business enterprises (SDVs) that qualify as small businesses. To learn more**

**about Pennsylvania's Veteran Owned Business Enterprise certification program, please visit:**

**[http://www.portal.state.pa.us/portal/server.pt/community/vobe\\_sdv\\_certification/18734](http://www.portal.state.pa.us/portal/server.pt/community/vobe_sdv_certification/18734)**

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 full-time or full-time equivalent employees, and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

Socially disadvantaged businesses are businesses in the United States that BMWBO determines are owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as "socially disadvantaged," the Offeror must include in its proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender.

Questions regarding this Program can be directed to:

Department of General Services  
Bureau of Minority and Women Business Opportunities  
Room 611, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: [gs-bmwbo@state.pa.us](mailto:gs-bmwbo@state.pa.us)  
Website: [www.dgs.state.pa.us](http://www.dgs.state.pa.us)

A database of BMWBO-certified minority- and women-owned businesses can be accessed at <http://www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx>. **Until a database is available, the names of BMWBO-certified VOBs and SDVs can be obtained by contacting BMWBO by telephone at the above number.** The federal vendor database can be accessed at <http://www.ccr.gov> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

**I-14. Information Concerning Small Businesses in Enterprise Zones.** The Issuing Office encourages participation by small businesses, whose primary or headquarters facility is physically located in areas the Commonwealth has identified as *Designated Enterprise Zones*, as prime contractors, joint ventures and subcontractors/suppliers.



The definition of headquarters includes, but is not limited to, an office or location that is the administrative center of a business or enterprise where most of the important functions of the business are conducted or concentrated and location where employees are conducting the business of the company on a regular and routine basis so as to contribute to the economic development of the geographical area in which the office or business is geographically located.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 full-time or full-time equivalent employees, and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

There is no database or directory of small businesses located in Designated Enterprise Zones. Information on the location of *Designated Enterprise Zones* can be obtained by contacting:

Aldona M. Kartorie  
Center for Community Building  
PA Department of Community and Economic Development  
4<sup>th</sup> Floor, Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120-0225  
Phone: (717) 720-7409  
Fax: (717) 787-4088  
Email: [akartorie@state.pa.us](mailto:akartorie@state.pa.us)

- I-15. Economy of Preparation.** Offerors should prepare proposals simply and economically, providing a **straightforward, concise** description of the Offeror's ability to meet the requirements of the RFP. Marketing materials should not be included in your response. Page limits listed in Part II of this RFP are based on double sided responses. A single double sided sheet counts as two (2) pages. Responses should be written in a font size of 12 point for ease of review.
- I-16. Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.
- I-17. Demonstrations and Discussions for Clarification.** Responsive Offerors are expected to demonstrate their product, at which time they will be asked to provide either oral or written clarification of their proposals to the Issuing Office and the RFP evaluation team. This activity is to ensure the Commonwealth has a thorough understanding of the proposed solution. The Issuing Office will initiate scheduling of the demonstration and provide a list of items for clarification. Demonstrations are expected to be scheduled two to four weeks after the due date of RFP proposals. The expected agenda and clarification items will be sent to

responsive Offerors (as defined in **Part III-1**) approximately one week prior to the scheduled demonstration date.

**I-18. Prime Contractor Responsibilities.** The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

**I-19. Proposal Contents.**

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests (see **Appendix E, Trade Secret/Confidential Proprietary Information Notice**). Financial capability information submitted in response to Part II, Section II-7 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

**I-20. Best and Final Offers.** While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

- A. Schedule oral presentations;
- B. Request revised proposals;
- C. Conduct a reverse online auction; and
- D. Enter into pre-selection negotiations.

The Issuing Office will limit any best and final offer opportunities to responsible Offerors (defined in Part III, Section III-4 of this RFP) whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award as being within the top competitive range of responsive proposals. The Evaluation Criteria found in Part III, Section III-3, shall also be used to evaluate the best and final offers. Price reductions offered through any reverse online auction shall have no effect upon the Offeror’s Technical Submittal. Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses may be reduced only in the same percentage as the percent reduction in the total price offered through any reverse online auction or negotiations.

**I-21. News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

**I-22. Restriction of Contact.** From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror’s proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror’s proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

**I-23. Debriefing Conferences.** Offerors whose proposals are not selected will be notified of the name of the selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror’s proposal in relation to all other Offeror

proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute the filing of a protest.

- I-24. Issuing Office Participation.** Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-24**. The Offeror's project team shall be housed in their existing office space unless there is a need for onsite work. When onsite work is needed, office space will be provided by the Commonwealth. It is expected that the Offeror's project team will be technology self-sufficient (laptop, air card, cell phone, etc.). The Commonwealth will provide the staffing resources necessary to administer this contract and fulfill the Commonwealth's responsibilities as specified in Part IV.
- I-25. Term of Contract.** The term of the contract will commence on the Effective Date and will end **five (5) years after the Effective Date, with renewal options up to five additional years which may be exercised in the Commonwealth's discretion by provision of written notice to the selected Offeror (signed by the Issuing Officer or her designee or replacement). The renewal options may be exercised by the Commonwealth in one or more single or multiple year terms.** The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.
- I-26. Offeror's Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:
- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). Any misstatement, omission or misrepresentation shall constitute fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
  - B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror or any Commonwealth employee, except as pursuant to I-22.
  - C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not

disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

- I-27. Notification of Selection.** The Issuing Office will notify the selected Offeror in writing of its selection for negotiation after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- I-28. RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at <http://www.dgsweb.state.pa.us/comod/ProtestProcedures.doc>. A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office.
- I-29. Use of Electronic Versions of this RFP.** This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.
- I-30. Cooperative Purchasing Allowed.** The final contract will allow other states or similar external procurement activities ("cooperative purchasers") to participate in the Contract through a cooperative purchase in accordance with the provisions and definitions set forth in Chapter 19 of the *Commonwealth Procurement Code*, 62 Pa.C.S. § 1901, et seq.
- A. **General.** A participating addendum shall be required for each cooperative purchase arrangement and shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.
- B. Additional Terms.**
1. A participating addendum may include new or additional terms that are required by law or mutually agreed upon that clarify ordering procedures specific to a cooperative purchase arrangement.
  2. The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.

3. If an additional term in a cooperative purchase arrangement that is requested by the cooperative purchaser will result in an increased cost to the selected Offeror, the selected Offeror may adjust its pricing up or down accordingly.

**C. Prices.**

1. **Price adjustment.** For any costs affecting the percent markup that the selected Offeror will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the selected Offeror shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
  - a. State and local taxes;
  - b. Unemployment and workers compensation fees;
  - c. E-commerce transaction fees; and
  - d. Costs associated with additional terms, established pursuant to this **Part I, Section I-30.**
2. The selected Offeror's pricing for each cooperative purchase arrangement shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the selected Offeror's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the selected Offeror and the cooperative purchaser.

**D. Usage Reports on Cooperative Purchasing.** The selected Offeror shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the fifteenth calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the selected Offeror, contract number, period covered by the report, the name of the cooperative purchaser that has used the Contract and the total volume of sales attributable to that purchase for the reporting period.

**E. Electronic Copy of Participating Addendum.** The selected Offeror, upon request of the Contracting Officer, shall submit one (1) electronic copy of the participating addendum to the Contracting Officer within ten (10) days after request.

## PART II

### PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. Please include with your response a **Table of Contents**. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Disadvantaged Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three** separately sealed submittals:

- A. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-9**;
- B. Disadvantaged Business Submittal, in response to RFP **Part II, Section II-10**; and
- C. Cost Submittal, in response to RFP **Part II, Section II-11**.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

- II-1. Statement of the Problem.** State in succinct terms your understanding of the problem presented or the service required by this RFP. This section of your response should be labeled clearly as **Tab A**. This section should not exceed five (5) pages.
- II-2. Management Summary.** Include a narrative description of the proposed effort and items to be delivered or services to be provided. Describe services offered to assist in identifying metrics against which the system can be benchmarked and subsequently measured against. This section should be a high level overview of your proposed solution. This section of your response should be labeled clearly as **Tab B**. This section should not exceed five (5) pages.



**II-3. Work Plan.** Describe in narrative form your technical plan for accomplishing the work and deliverables. Use the task descriptions in **Part IV** of this RFP as your reference point. This section of your response should be clearly labeled as **Tab C** and should follow the structure in Part IV of this RFP for ease of reference. Ensure the Project Management and Systems Development Life Cycle (SDLC) methodologies are explained. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Gantt chart or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach. Include an organization chart and staffing model based on your proposed solution. Complete the **Appendix J Requirements Matrix, Appendix K Product Table Matrix, and Appendix M Service Level Matrix** and return with the Technical Submittal

**II-4. Prior Experience.** Describe experience in the following key areas:

- A. Hosting statewide or regional health information exchanges. Include for each one identified the start date, current status and end date if applicable, duration of project in years, project scope and exchange types in production, and number of unique organizational participants and unique users.
- B. Development and/or management of modules or services providing:
  - 1. Clinical Messaging and Referrals
  - 2. Query
  - 3. ePrescribing
  - 4. Public health reporting and alerts
  - 5. EMPI
  - 6. Record Locator Service
  - 7. Education and Outreach to Consumers and Providers for HIE.
- C. Simultaneously managing implementations and hosting contracts for multiple clients.
- D. Creating a collaborative environment and promoting interoperability among health information exchange partners.
- E. Participating with or leading roles in regional or national efforts to achieve interoperability in health information technology standards or governance policies.
- F. Project management.
- G. Leading and participating in complex, large multi-stakeholder initiatives.

- H. Providing integration services to existing state or federal systems.
- I. Implementation strategies used in other inter-organizational HIEs.

Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Provide a minimum of three (3) references which may include the clients providing unique letters of support as referenced in **Part III, Section III-1**. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, email address, and telephone number of the responsible contract manager of the customer, company, or agency who may be contacted. If the experience of any proposed Subcontractor is being used to meet the areas listed above, then the same information must be provided for the contracts cited and the experience must be presented separately within this section, clearly identifying the Subcontractor experience and name of the Subcontractor. Describe what quantifiable benefits (return on investment or quality measures) your customers have achieved from implementing your proposed HIE products and/or services. This section should be submitted as an appendix to your response.

**II-5. Personnel.** Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel **such as Program Director, Project Manager, Technical Lead, and Functional Lead**, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in **leading, managing and successfully implementing health information exchanges at the state or regional level**. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Provide an organizational chart showing your proposed staff and project assignments. Identify by name any subcontractors you intend to use and the services they will perform. After key personnel are assigned and approved by the Commonwealth, the Offeror may not divert or replace personnel without approval of the Commonwealth Contracting Officer and in accordance with the following procedures. Provide information on your personnel's involvement in any applicable national standards and policy development work. This section should be submitted as an appendix to your response.

The selected Offeror must provide notice of proposed diversion or replacement to the Commonwealth Contracting Officer at least thirty (30) days in advance and provide the name, qualifications and background check of the person who will replace the diverted or removed staff. The Commonwealth Contracting Officer will notify the selected Offeror within ten (10) days of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.

Advance notification and approval is not required for changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the selected Offeror or its subcontractor. However, the Commonwealth must approve the replacement staff and receive the same documentation.

The Commonwealth Contracting Officer may request that the selected Offeror remove one or more of its staff persons from this project at any time, with 30 days written notice. In the event that a staff person is removed from the project, the selected Offeror will have ten (10) days to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth Contracting Officer approval.

- II-6. Training.** Indicate recommended training of PHIX project personnel as well as end users. Include the personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors. Use the requirements in **Part IV** of this RFP as your reference point. This section of your response should be clearly labeled as **Tab D**. This section should not exceed 10 pages.
- II-7. Financial Capability.** Describe Offeror's company's financial stability and economic capability to perform the contract requirements. Provide Offeror's financial statements for the past three fiscal years. If Offeror's company is a publically traded company, please provide a link to Offeror's financial records on Offeror's website; otherwise, provide three (3) years of Offeror's financial documents such as audited financial statements or recent tax returns. Financial statements must include the Offeror's Balance Sheet, and Income Statement or Profit/Loss Statements. Also include Dun & Bradstreet comprehensive report if available. The section should be submitted as an appendix to your response.
- II-8. Objections and Additions to Contract Terms and Conditions.** The Offeror will identify which, if any, of the terms and conditions and service level agreements (contained in **Appendix A and Appendix L and M, respectively**) it would like to negotiate and what additional provisions the Offeror would like to add to the aforementioned Appendices. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the aforementioned Appendices. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions or service level agreements for Appendix A and/or Appendix L and M. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the

Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

**Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions and service level agreements set out in Appendix A and Appendix L and M. The Issuing Office may reject any proposal that is conditioned on the negotiation of the provisions set out in Appendix A, Appendix L and M, or other provisions of the RFP.**

This section of your response should be clearly labeled as **Tab E**.

**II-9. Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. This section of your response should be clearly labeled as **Tab F**. The following questions are to be addressed in the Offerors proposal:

- A. Describe how you anticipate such a crisis will impact your operations.
- B. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
  1. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
  2. Identified essential business functions and key employees (within your organization) necessary to carry them out
  3. Contingency plans for:
    - a. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
    - b. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- C. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- D. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

This section should be included as an appendix to your response.

## **II-10. Disadvantaged Business Submittal.**

### **A. Disadvantaged Business Information.**

1. To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:
  - a. A Small Disadvantaged Businesses certified by BMWBO as an MBE, WBE, **VOBE** or **SDV** must provide a photocopy of their BMWBO certificate.
  - b. Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the Small Business Act (15 U.S.C. § 636(a)) as an 8(a) Small Disadvantaged Businesses must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.
  - c. Businesses, which assert that they meet the U.S. Small Business Administration criteria for designation as a small disadvantaged business, must submit: a) self-certification that the business meets the Small Business Administration criteria and b) documentary proof to support the self-certification. The owners of such businesses must also submit proof of United States citizenship, and provide any relevant small disadvantaged business certifications by other certifying entities.
  - d. All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must attest to the fact that the business has no more than 100 full-time or full-time equivalent employees.
  - e. All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales

or service business). This can be accomplished by including a recent tax return or audited financial statement.

2. All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:
  - a. Be rooted in treatment that the business person has experienced in American society, not in other countries.
  - b. Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
  - c. Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the Offeror has established that a business is socially disadvantaged by clear and convincing evidence.

3. In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
  - a. Those Small Disadvantaged Businesses submitting a proposal as the Offeror, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.
  - b. Those Small Disadvantaged Businesses submitting a proposal as a part of a joint venture partnership, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Disadvantaged Business joint venture partner and not by subcontractors and suppliers or by joint venture partners who are not Small Disadvantaged Businesses. Offeror must also provide:
    - 1) The amount of capital, if any, each Small Disadvantaged Business joint venture partner will be expected to provide.
    - 2) A copy of the joint venture agreement signed by all parties.

- 3) The business name, address, name and telephone number of the primary contact person for the Small Disadvantaged Business joint venture partner.
- c. *All* Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Disadvantaged Businesses as subcontractors. To support its total percentage DB subcontractor commitment, Offeror must also include:
- 1) The dollar amount of each subcontract commitment to a Small Disadvantaged Business;
  - 2) The name of each Small Disadvantaged Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Disadvantaged Business.
  - 3) The services or supplies each Small Disadvantaged Business will provide, including the timeframe for providing the services or supplies.
  - 4) The location where each Small Disadvantaged Business will perform services.
  - 5) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
  - 6) A signed subcontract or letter of intent for each Small Disadvantaged Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Disadvantaged Business will perform and how the work, goods or services relates to the project.
  - 7) The name, address and telephone number of the primary contact person for each Small Disadvantaged Business.
- d. The total percentages and each subcontractor commitment will become contractual obligations once the contract is fully executed.
- e. The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business information.
4. The Offeror is required to submit **two (2)** copies of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.
  5. A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
  6. An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

## **B. Enterprise Zone Small Business Participation.**

1. To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, an Offeror must include the following information in the Disadvantaged Business Submittal of the proposal:
  - a. Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.
  - b. Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
  - c. Proof of United States citizenship of the owners of the business.
  - d. Certification that the business employs no more than 100 full-time or full-time equivalent employees.
  - e. Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
  - f. Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.
2. In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
  - a. The name and telephone number of the Offeror's project (contact) person for the Enterprise Zone Small Business.
  - b. The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
  - c. The specific work, goods or services each Enterprise Zone Small Business will perform or provide.
  - d. The total cost amount submitted in the Offeror's cost proposal and the estimated dollar value of the contract to each Enterprise Zone Small Business.



- e. Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.
  - f. The location where each Enterprise Zone Small Business will perform these services.
  - g. The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.
  - h. The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.
  - i. The form and amount of compensation each Enterprise Zone Small Business will receive.
  - j. For a joint venture agreement, a copy of the agreement, signed by all parties.
  - k. For a subcontract, a signed subcontract or letter of intent.
3. The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:
- a. The amount of the selected Offeror's Enterprise Zone Small Business commitment;
  - b. The name of each Enterprise Zone Small Business; and
  - c. The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

**II-11. Cost Submittal.** The information requested in this **Part II, Section II-11** shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The total proposed cost shall be broken down into the components as shown in **Appendix C - Cost Matrix**, using the instructions contained therein. **All costs must be inclusive of travel, subsistence, equipment and other expenses. These items may not be billed separately.** Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

**The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract**

**term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.**

The Commonwealth reserves the right, during negotiations with the selected Offeror, to allow for changes to the deliverables or the inclusion of milestone payments for larger deliverables. The work plan developed by the Offeror, and agreed to by the Commonwealth, will serve as the basis for measuring timely completion of each deliverable.

**II-12. Domestic Workforce Utilization Certification.** Complete and sign the **Domestic Workforce Utilization Certification** contained in **Appendix B** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

**II-13 Lobbying Certification and Disclosure of Lobbying Activities.** This Project will be funded, in whole or in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the recipient or by any lower tier sub-recipients of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. All parties who submit proposals in response to this RFP must sign the “Lobbying Certification Form,” (attached as **Appendix F**) and, if applicable, complete the “Disclosure of Lobbying Activities” form available at:

<http://www.whitehouse.gov/omb/assets/omb/grants/sfillin.pdf>.

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for evaluation, a proposal must:

- A. Be timely received from an Offeror;
- B. Be properly signed by the Offeror; and
- C. Offer an HIE solution that is in production for other states or geographic regions with inter-organizational (outside the business entity) health information exchanges occurring among disparate Health Information Systems, evidenced by at least two (2) unique letters of support (which must be submitted with the Offeror's Technical Submittal) from existing, current HIE clients.

**III-2. Technical Nonconforming Proposals.** The three (3) Mandatory Responsiveness Requirements set forth in Section III-1 above (A-C) are the only proposal requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

**III-3. Evaluation Criteria.** The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **60%** of the total points. Evaluation will be based upon the following: Statement of the Problem, Management Summary, Work Plan, Prior Experience, Personnel, and Training.
- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **20%** of the total points.
- C. **Disadvantaged Business Participation:** BMWBO has established the weight for the Disadvantaged Business Participation criterion for this RFP as **20%** of the total points. Evaluation will be based upon the following in order of priority:

**Priority Rank 1** Proposals submitted by Small Disadvantaged Businesses.

**Priority Rank 2** Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.

**Priority Rank 3** Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.

**Priority Rank 4** Proposals submitted by Socially Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest score and the succeeding options receiving scores in accordance with the above-listed priority ranking

To the extent that an Offeror qualifies as a Small Disadvantaged Business or a Socially Disadvantaged Business, the Small Disadvantaged Business or Socially Disadvantaged Business cannot enter into subcontract arrangements for more than 40% of the total estimated dollar amount of the contract. If a Small Disadvantaged Business or a Socially Disadvantaged Business subcontracts more than 40% of the total estimated dollar amount of the contract to other contractors, the Disadvantaged Business Participation scoring shall be proportionally lower for that proposal.

**D. Enterprise Zone Small Business Participation:** In accordance with the priority ranks listed below, bonus points in addition to the total points for this RFP, will be given for the Enterprise Zone Small Business Participation criterion. The maximum bonus points for this criterion is 3% of the total points for this RFP. The following options will be considered as part of the final criteria for selection:

**Priority Rank 1** Proposals submitted by an Enterprise Zone Small Business will receive three percent bonus for this criterion.

**Priority Rank 2** Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive two percent bonus for this criterion.

**Priority Rank 3** Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the one percent bonus for this criterion.

**Priority Rank 4** Proposals with no Enterprise Zone Small Business Utilization shall receive no points under this criterion.

To the extent that an Offeror is an Enterprise Zone Small Business, the Offeror cannot enter into contract or subcontract arrangements for more than 40% of the total estimated dollar amount of the contract in order to qualify as an Enterprise Zone Small Business for purposes of this RFP.

**E. Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum bonus points for this criterion is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

**III-4. Offeror Responsibility.** To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to 70% of the highest scoring technical submittal; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will assess each Offeror's financial capacity based on industry standard analysis of the Offeror's financial information submitted with the Technical Submittal. This may include:
  - 1. ratio, horizontal or vertical analysis;
  - 2. industry comparison using Dun & Bradstreet's Key Business Ratios to measure Offerors' solvency, efficiency and profitability;

3. the ratio of the Offeror's annual sales revenue to the expected annual spend for this contract;
4. the percentage of the Offeror's annual sales revenue attributed to the Commonwealth; and
5. the Offeror's sustainable growth rate.

The Issuing Office reserves the right, in its sole discretion, not to consider for best and final offers or selection for contract negotiation, any Offeror which fails to achieve acceptable scores on the Dun & Bradstreet's Key Business Ratios; has annual sales revenue substantially less than the expected annual spend for this contract; with the award of this contract would receive proportionally excessive annual sales revenue from the Commonwealth; or which has a sustainable growth rate that does not support the addition of the expected annual spend for this contract. An Offeror which fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for best and final offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond which must be issued or executed by a bank or surety company authorized to do business in the Commonwealth.

**III-5. Evaluation.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BMWBO will evaluate the Disadvantaged Business Submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

**PART IV**  
**WORK STATEMENT**

**IV-1 Objectives.**

**A. General.**

The vision for Pennsylvania Health Information Exchange (PHIX) is to strengthen Pennsylvania's health care system through the timely, secure and authorized exchange of patient health information among health care providers. Health information exchange is expected to support patient-centered health care and continuous improvements in access, quality, outcomes and efficiency of care.

The Commonwealth of Pennsylvania is seeking an Offeror which proposes to use an integrated health information exchange product currently in use in the health care marketplace to implement, host and operate PHIX according to the requirements of this RFP.

The product will allow the Commonwealth to offer internet-based, secure statewide health information exchange complying with federal and state standards, laws, and policies and will enable health care providers to achieve meaningful use of health information technology.

This product and supported infrastructure will be hosted by Offeror. The product and supporting infrastructure will not at this time use or build upon any existing Commonwealth telecommunication or IT infrastructure, except insofar as connections with PHIX will be made to Commonwealth systems in their role as PHIX users and healthcare stakeholders.

**B. Specific.**

The Commonwealth of Pennsylvania expects to accomplish the following through this procurement:

1. Implementation and ongoing, hosted operations of PHIX as specified in the Requirements Section (IV-3) of this document.
2. 24 x 7 availability.
3. Business continuity and disaster recovery functionality with roll-over and redundant capacity.
4. Selection of an Offeror that demonstrates the following about its solution and services:
  - a. A product based on nationally recognized or promulgated standards complying with at least the federal privacy and security laws.

- b. Successful implementation(s) by the Offeror or its subcontractor of the proposed product in other states or other geographic regions achieving inter-organizational data exchange.
- c. Exchange types supported correspond to those contained in CMS's and ONC's regulations related to meaningful use of health information technology and any underlying standards.
- d. The ability to be easily configured to comply with the Commonwealth's laws and policies (including privacy and security law and policy).
- e. The ability to establish trust with end-users resulting in acceptance and usage of the exchange.
- f. System architecture and hosting capabilities of the product designed to handle:
  - i. edge servers and federated databases.
  - ii. security that complies with state and federal law.
  - iii. changes in health information technology, data exchanges, standards, law and policy landscape.
  - iv. scalable to meet the Commonwealth's size and needs.
- g. Methodology for iterative life cycle development of health information exchange types and reporting features to support evaluation and performance improvement needs.
- h. The ability, via the internet, to support a portal view of patient-centric health information and interface with certified electronic health record systems.
- i. An established library of interfaces to leading health information systems, electronic health records systems, and other relevant clinical systems that can be used to help control costs.
- j. Baseline policies and procedures related to the HIE functionality that can be used to control costs and from which PHIX policies and procedures may be modeled.
- k. Collaboration among clients to share best practices including the incorporation of lessons learned, applicable work products and collaborate on product functionality.
- l. Services including:
  - i. Annual review and customization of the implementation plan, as approved and required by the Commonwealth..
  - ii. Development of agreed upon design and creation of the PHIX infrastructure, network, customer support center.
  - iii. Support and maintenance activities.



- iv. Capacity to support possible transaction-based financing (metering).
  - v. Work with selected health care providers and stakeholders, according to the annual review and customization of the implementation plan, to provide implementation on-boarding support.
  - vi. SDLC activities including configuration, testing, data, network and security support services that support efficient and timely rollout timetables.
  - vii. Design, develop and deliver training.
  - viii. Design, develop and provide data management.
  - ix. Provide knowledge transfer.
5. Connection capability across disparate health systems within Pennsylvania, surrounding areas, and the Nationwide Health Information Network (NHIN).

### **C. Functions.**

The work for this procurement is divided into five “Functions”. Each of the first three Functions shall build upon each other in a cyclical fashion through the Offeror’s proposed SDLC methodology, which the Offer shall outline in its proposal. A final SDLC methodology shall be established after Contract Award, and specific SDLC activities shall constitute a yearly deliverable under Function 1. Functions 1 – 3 can be conceptually looked at as new work and logically build upon each other in a cyclical fashion through the Systems Development Lifecycle (SDLC). Function 4 is the ongoing support and maintenance of the system. Activities contained in this function must be responsive to the activities and outputs of Functions 1 – 3 and will grow incrementally as the system is expanded. Function 5 shall be executed at the end of the contract.

1. Project Foundation and Annual Planning Function – This function includes all the activities needed to establish the project framework, roles, responsibilities, and tasks and includes the annual review and planning activity.
2. Architecture Definition Function – This function includes all activities needed to plan and design the core PHIX infrastructure to support the HIE within the guidelines and direction established by the Project Foundation Function. This function will be revised appropriately as part of the annual review and planning activity.
3. Implementation Function – This function includes all the activities to execute the Architecture Definition Function. The Implementation Function is subdivided into two sub-functions:

- a. Core Infrastructure
  - b. New Data Exchanges and Interfaces
4. Support and Maintenance Function – This function includes all of the activities to appropriately support and maintain all of the current and prior years’ work. In order to better comprehend this function we have divided it into several sub-functions. These sub-functions and related tasks include:
- a. Hardware and Network Support and Maintenance
  - b. Software Support and Maintenance
  - c. Operations
  - d. Reporting
5. Transition Function – This function includes all activities needed to successfully transition the work of the resulting Contract to any other entity.

Any contract which may result from this RFP will have tasks and deliverables that may cross functions and need to be maintained by the selected Offeror such as project management, work plan, training, documentation, hosting and operations support, and business continuity and disaster recovery.

**IV-2 Nature and Scope of the Project.**

PHIX will be the “super highway” for health information exchange across the Commonwealth of Pennsylvania and, eventually, connect to the Nationwide Health Information Network (NHIN). The use of a secure statewide information exchange can offer information to health care practitioners at the point of care to improve health care delivery, patient outcomes and patient safety. PHIX will also offer a framework for improved public health monitoring and tracking. These improvements may lead to a corresponding reduction in health care costs.

The Commonwealth’s health care environment currently includes the following in approximate numbers:

- A. 12.44 million residents
- B. 2.14 million Medical Assistance recipients
- C. 32,000 Medical and Osteopathic Doctors
- D. 21,740 primary care Doctors (Among these, 19,730 are in practices of fewer than 10 practitioners. This number includes primary care physicians and certified nurse practitioners that are primary care providers.)
- E. 10,000 Dentists
- F. 4,000 Chiropractors

- G. 1,000 Podiatrists
- H. 119,000 licensed, practicing nurses
- I. 271 ambulatory surgery centers
- J. 17 psychiatric hospitals
- K. 27 health systems (2 or more hospitals) that represent 96 hospitals
- L. 700 nursing homes
- M. 3,600 pharmacies that represent 2800 retail and 800 hospital-based pharmacies
- N. 20,000 pharmacists
- O. 8,800 clinical and physician office laboratories
- P. 255 hospitals which includes 165 general acute care hospitals with an estimated 1.7 million discharges annually.

The following table provides additional detail on the 165 general acute care hospitals:

Hospital Size	Number of Hospitals	Average Annual Discharges per Hospital
< 100 beds	58	2,363
< 200 beds	45	7,773
< 300 beds	40	14,363
> 300 beds	22	32,482

**IV-3. Requirements.**

This section provides the functional components and corresponding requirements of the PHIX project.

**IV-3.1 Components.**

PHIX will include all of the required components, hosted on a secure site, needed to permit the secure exchange of health information between authorized users. This includes pull and push capabilities where pull would permit users and/or systems to query and locate matching patient records and push would enable users and/or systems to send results and clinical documents to other users. PHIX may also include optional components that aid providers in achieving meaningful use or that enhance the operations of PHIX.

All components must be scalable to accommodate the incremental implementation approach envisioned in section IV-3.2. At a minimum the components of PHIX will include:

**A. Statewide HIE Backbone.**

This is the infrastructure for PHIX and includes application software, hosting, support and maintenance services, and internet connectivity to permit patient queries and the secure exchange of patient information by authorized users.

The Statewide HIE Backbone will include a provider portal to display patient information for those providers that do not have an EHR interfaced with PHIX. The HIE Backbone must be available for health care provider use 24 x 7 and will include the following components at a minimum:

1. Enterprise Master Patient Index (EMPI) - that identifies patient matches across disparate systems through probabilistic matching and indicates patient consent and authorization preferences.
2. Record Locator Service (RLS) - that locates patient records across disparate systems.
3. Privacy and Security Management - that includes data-element centric and role-based access, audit trail logging and reporting capabilities to meet all requirements identified by state and federal laws and regulations including HIPAA and ARRA/HITECH.
4. Provider Directory - that includes the information necessary for authentication, authorization, account administration and identification of any applicable relationships between health care providers and patients.
5. Clinical messaging and routing – that includes communication and delivery of items such as orders, clinical summaries, discharge summaries, problem lists, allergies, results and other clinical documents from hospitals, laboratories, radiology centers, etc., between the ordering physician and other providers associated with a patient. Also supports the exchange of documents between authorized users to facilitate referrals, consults and transitions in care.
6. Edge Servers - Offer secure, entity-controlled storage of patient data available to authorized users via PHIX.

#### **B. Edge Servers.**

Located at a remote hosted site, edge servers may be used by hospitals, health systems and other health care entities, including Commonwealth entities, that want to make patient information available for query by authorized health care providers without granting access behind the organization's firewall. Offer connectivity to third-party edge servers if entities prefer to use and supply their own edge servers.

#### **C. Exchange Gateway (Interoperability Module).**

Enable the exchange of standards-based documents, such as the continuity of care document (CCD), using standards recognized by federal regulation. Will require interfaces to Certified Electronic Health Records (CEHRs) and other

systems including hospital information systems, laboratory systems, radiology systems.

**D. Eligibility and Claims Connectivity and Management.**

Provide communication and routing to assist providers in achieving meaningful use requirements associated with patient eligibility and claims.

**E. Measurement Tools and Reporting Capabilities.**

Enable measuring and reporting on the requirements for achieving meaningful use, satisfying the PHIX reporting required by ONC, and include management tools for operations and system monitoring.

**F. Personal Health Record (PHR) Gateway.**

Enable patients to interface their existing PHR products with PHIX.

**IV-3.2 Implementation Timeline.**

The approach to implementation will be to build the statewide HIE backbone infrastructure and incrementally expand functionality and connect authorized users with electronic sources of patient data, as informed by the statewide strategic and operational plans and annual planning efforts. Under the State Health Information Exchange Cooperative Agreement Program, the ONC awarded the Commonwealth of Pennsylvania roughly \$17 million. The ability to draw down the awarded funds will be tied to the achievement of milestones. Milestones will be formalized upon approval of an operational plan which is based on the strategic plan (see Appendix N Strategic Plan). The statewide strategic plan and operational plans, once available, may be viewed here: <http://www.gohcr.state.pa.us>.

Early adopters will be identified and may include the Pennsylvania Department of Public Welfare's Medical Assistance Program (as a payer), the Pennsylvania Department of Health, a regional health information exchange (KeyHIE), selected integrated health systems, two or more regional payers, selected community hospitals and providers. When early adopters' efforts are completed, expansion will occur based on defined rollout strategies, health care provider readiness and as informed by annual planning.

The following represents, for costing purposes, a high level strategy for the phases of work by year based on the desire to achieve adoption targets of 70% for providers and 90% for hospitals in the first five years. We expect to review and customize these estimates on an annual basis as part of the annual planning. As part of your technical response, please address what you believe is a sound approach to scalability and implementation.

**Contract Year 1:**

- A. Complete Project Foundation and Architecture Function including alignment with:
  - 1. Stage 1 Meaningful Use
  - 2. ONC and PHIX milestones and performance measures and reporting requirements
- B. Begin Implementation Function based on the following:

<b>Contract Year 1 Implementation</b>	
<b>Functional Components</b>	<b>Baseline Assumptions</b>
Provider portal	Backbone components set up.
<b>EMPI</b> identifies patient matches across disparate systems	2 million total patients with 4 linked identifiers for each in Year 1
<b>RLS</b> locates patient records across disparate systems	
<b>Provider Directory</b> includes authentication, authorization, and account administration	3,000 Total Providers in Year 1
<b>Clinical Messaging</b> and routing includes peer to peer communications between providers and hospitals and entities for orders, results, referrals and to share clinical summaries, results, encounter data, problem lists, allergies	Clinical Messaging for 3000 providers in Year 1
<b>Edge Server</b> provides secure, entity-controlled, storage of patient data for patient queries.	<p>For Edge Server sizing assume 500,000 patients per year.</p> <p>Please estimate size required in gigabytes using the spec in Baseline Assumptions. Typed of data includes a minimum of :</p> <ul style="list-style-type: none"> <li>- Admission, Discharge, Transfer Information (ADT)</li> <li>- Results</li> <li>- Discharge summaries</li> <li>- Problem lists</li> <li>- Medications</li> </ul>

<b>CCD Gateways</b>	4 Gateways in Year 1
<b>EHR Interfaces</b>	6 EHR interfaces in Year 1
<b>Additional interfaces</b> - Lab, HIS, Radiology, etc	8 interfaces in Year 1

C. Create plan for year 2 activities and related documentation as needed.

**Contract Year 2:**

A. Plan work functions aligned with:

1. Applicable Meaningful Use Stage
2. Year 2 activities with ONC and PHIX milestones and performance measures and reporting requirements
3. Results from continual monitoring and reporting progress towards PHIX user adoption, and documented lessons learned both from the PHIX implementation and from other HIE client implementations

B. Continue Implementation Function based upon the following

<b>Contract Year 2 Implementation</b>	
<b>Functional Components</b>	<b>Baseline Assumptions</b>
<b>EMPI</b> identifies patient matches across disparate systems	5 million total patients with 4 linked identifiers for each in Year 2
<b>RLS</b> locates patient records across disparate systems	
<b>Provider Directory</b> includes authentication, authorization, and account administration	6,000 Total Providers in Year 2
<b>Clinical Messaging</b> and routing includes peer to peer communications between providers and hospitals and entities for orders, results, referrals and to share clinical summaries, results, encounter data, problem lists, allergies	Clinical Messaging for 6000 providers in Year 2
<b>Edge Server</b> provides secure, entity-controlled storage of patient data for patient queries.	Please estimate size required in gigabytes using the assumption of 500,000 patients in Year 2. Types of data may include: -Admission, Discharge, Transfer

	Information (ADT) -Results -Discharge summaries -Problem lists -Medications
<b>CCD Gateways</b>	4 Gateways in Year 2
<b>EHR Interfaces</b>	6 EHR interfaces in Year 2
<b>Additional interfaces</b> - Lab, HIS, Radiology, etc	10 interfaces in Year 2

C. Create plan for year 3 activities and related documentation as needed.

**Contract Year 3:**

A. Plan work functions aligned with:

1. Applicable Meaningful Use Stage
2. Year 3 activities with ONC and PHIX milestones and performance measures and reporting requirements
3. Results from continual monitoring and reporting progress towards PHIX user adoption, and documented lessons learned both from the PHIX implementation and from other HIE client implementations

B. Continue Implementation Function based upon the following:

<b>Contract Year 3 Implementation</b>	
<b>Functional Components</b>	<b>Baseline Assumptions</b>
<b>EMPI</b> identifies patient matches across disparate systems	8 million total patients with 6 linked identifiers for each in Year 3
<b>RLS</b> locates patient records across disparate systems	
<b>Provider Directory</b> includes authentication, authorization, and account administration	11,000 Total Providers in Year 3
<b>Clinical Messaging</b> and routing includes peer to peer communications between providers and hospitals and entities for orders, results, referrals and to share clinical summaries, results, encounter data, problem lists, allergies	Clinical Messaging for 11,000 providers in Year 3



<b>Edge Server</b> provides secure, entity-controlled storage of patient data for patient queries.	Please estimate size required in gigabytes using the assumption of 500,000 patients in Year 3. Types of data may include: -Admission, Discharge, Transfer Information (ADT) -Results -Discharge summaries -Problem lists -Medications
<b>CCD Gateways</b>	6 Gateways in Year 3
<b>EHR Interfaces</b>	6 EHR interfaces in Year 3
<b>Additional interfaces</b> - Lab, HIS, Radiology, etc	12 interfaces in Year 3

C. Create plan for year 4 activities and related documentation as needed.

**Contract Year 4:**

A. Plan work functions aligned with:

1. Applicable Meaningful Use Stage
2. Year 4 activities with ONC and PHIX milestones and performance measures and reporting requirements
3. Results from continual monitoring and reporting progress towards PHIX user adoption, and documented lessons learned both from the PHIX implementation and from other HIE client implementations

B. Continue Implementation Function based upon the following:

<b>Contract Year 4 Implementation</b>	
<b>Functional Components</b>	<b>Baseline Assumptions</b>
<b>EMPI</b> identifies patient matches across disparate systems	10 million total patients with 6 linked identifiers for each in Year 4
<b>RLS</b> locates patient records across disparate systems	
<b>Provider Directory</b> includes authentication, authorization, and account administration	17,000 Total Providers in Year 4
<b>Clinical Messaging</b> and routing includes peer to	Clinical Messaging for 17,000

peer communications between providers and hospitals and entities for orders, results, referrals and to share clinical summaries, results, encounter data, problem lists, allergies	providers in Year 3
<b>Edge Server</b> provides secure, entity-controlled storage of patient data for patient queries.	Please estimate size required in gigabytes using the assumption of 500,000 patients in Year 4. Types of data may include: -Admission, Discharge, Transfer Information (ADT) -Results -Discharge summaries -Problem lists -Medications
<b>CCD Gateways</b>	6 Gateways in Year 4
<b>EHR Interfaces</b>	6 EHR interfaces in Year 4
<b>Additional interfaces</b> - Lab, HIS, Radiology, etc	12 interfaces in Year 4

C. Create plan for Year 5 activities and related documentation as needed including potential for transition of contract.

**Contract Year 5:**

A. Plan work functions aligned with:

1. Applicable Meaningful Use Stage
2. Year 5 activities with ONC and PHIX milestones and performance measures and reporting requirements
3. Results from continual monitoring and reporting progress towards PHIX user adoption, and documented lessons learned both from the PHIX implementation and from other HIE client implementations

B. Continue Implementation Function based upon the following:

<b>Contract Year 5 Implementation</b>	
<b>Functional Components</b>	<b>Baseline Assumptions</b>
<b>EMPI</b> identifies patient matches across disparate systems	12 million total patients with 6 linked identifiers for each in Year 5
<b>RLS</b> locates patient records across disparate systems	
<b>Provider Directory</b> includes authentication, authorization, and account administration	23,000 Total Providers in Year 5
<b>Clinical Messaging</b> and routing includes peer to peer communications between providers and hospitals and entities for orders, results, referrals and to share clinical summaries, results, encounter data, problem lists, allergies	Clinical Messaging for 23,000 providers in Year 5
<b>Edge Server</b> provides secure, entity-controlled storage of patient data for patient queries.	Please estimate size required in gigabytes using the assumption of 500,000 patients in Year 5. Types of data may include: -Admission, Discharge, Transfer Information (ADT) -Results -Discharge summaries -Problem lists -Medications
<b>CCD Gateways</b>	6 Gateways in Year 5
<b>EHR Interfaces</b>	6 EHR interfaces in Year 5
<b>Additional interfaces</b> - Lab, HIS, Radiology, etc	12 interfaces in Year 5

C. Create plan for optional contract year activities and related documentation as needed.

**Contract Years 6, 7, 8, 9 and 10 (Option years):**

A. Continue implementation activities to expand volume of providers and hospitals and, if available or needed, additional functional components.

- B. Continue evaluation activities to identify opportunities for improvements.
- C. In cooperation with the Commonwealth, create plan for optional contract year activities and related documentation as needed, including potential for transition of contract and/or efforts for HIT adoption and meaningful use initiatives, and other announced federal programs.

#### **IV-3.3 Functional Component Requirements.**

This section provides description of and minimum set of requirements for the functional components.

##### **A. Enterprise Master Patient Index Requirements.**

The EMPI provides the mechanism to identify patients across multiple disparate systems, the cross-referencing of patients and the ability to accurately identify a patient.

It is expected that the Offeror will use current existing directories where possible to create the PHIX EMPI. Payers may support the initial load process.

Please describe how your integrated EMPI will function and will, at a minimum, meet the following requirements:

1. Provide and support an established EMPI that leverages and does not replace matching policies in existing master patient indexes at health systems or regional health information exchanges.
2. Provide the method proposed for uploading and maintaining EMPI data.
3. Provide tool(s) to maintain and update the EMPI.
4. Provide the ability to identify patients in multiple disparate systems using probabilistic algorithms with a high degree of accuracy.
5. Provide a mechanism to resolve duplicate identities.
6. Provide the capability to load data using existing patient indexes.
7. Provide tools to monitor and report on the status of EMPI matches. This functionality shall be suitable for use by a non-technical person and support efficient workflow resolution.
8. Achieve federal and state Privacy and Security requirements.

##### **B. Record Locator Service Requirements.**

The RLS provides pointers to the location of patient health information stored in multiple disparate systems. When identified, this information can be presented to providers in a web portal view or can be imported into a CEHR, offering the ability for improved decision making, patient outcomes and quality of care.

Please describe how your RLS will function and will, at a minimum, meet the following requirements:

1. Provide robust search and matching technology for producing quick, complete and accurate searches.
2. Provide the ability to exclude information where consent has been withdrawn by the patient.
3. Identify how updates will occur for the RLS including how frequent and any considerations that must be accommodated based on the proposed strategy.
4. Support both query and response processes in real-time and batch.
5. Achieve federal and state Privacy and Security Requirements.

### **C. Privacy and Security Management.**

Privacy and security of health information must be given the highest priority. The security design must protect data in transit and at rest, and provide the ability to track, manage and report on user activity.

Please describe how your Privacy and Security Management will, at a minimum, meet the following requirements:

1. Support commonly used Internet browsers such as Internet Explorer, Firefox, or Safari.
2. Comply with federal and state laws and regulations related to the security and privacy of health information. Pennsylvania's draft legal framework is provided in **Appendix H** and uses the Health Information Security and Privacy Collaborative (HISPC) **Comparative Analysis Matrix (CAM) approach**. The PA CAM in Appendix H does not purport to include all applicable law.
3. Provide role-based and data-element centric access defined by business rules.
4. Ensure authentication of users.
5. Ensure non-repudiation.
6. Support PHIX policies for patient consent, protected health information categories, such as HIV, mental health, and data usage agreements.
7. Ensure that all Health Information in transit and at rest is unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified by the Secretary of the federal Department of Health and Human Services in the guidance issued under section 13402(h)(2) of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5) , or any update to that guidance.

8. Create an audit log and related reporting of system users accessing patient information.
9. Provide annual reporting on security audits and compliance activities.
10. Provide reports needed to monitor system security and privacy compliance on demand.
11. Provide secure data retention and to customize data retention schedules based on the nature of the data in question, in accordance with State and federal law.

#### **D. Provider Directory.**

The Provider Directory manages the authentication, authorization and account administration of PHIX users including their permitted accesses to data, and patient consents. It also identifies relationships between providers, patients and related health care entities.

Please describe how your Provider Directory will function and will, at a minimum, meet the following requirements:

1. Provide a complete provider user provisioning and de-provisioning solution such as automated workflow support for registering new end-users, including master provider data, and achievement of federal and state Privacy and Security requirements.
2. Provide a unique User ID(s) for each user.
3. Provide capability to link patients to caregivers such as primary care doctors, hospitals and specialists.
4. Utilize identity verification during initial sign up.
5. Provide identification of “brute force” attacks and automatic disabling of accounts.
6. Provide capability to accommodate consent policies for any of the following consent models:
  - a. Opt-in
  - b. Opt-in with restrictions
  - c. Opt-out
  - d. Opt-out with exceptions
  - e. No consent
  - f. Access to data in emergency situations by health care providers
7. Provide capability to restrict access to specially-protected data according to state and federal law.

#### **E. Clinical Messaging and Routing.**

Clinical Messaging and Routing includes the communication and routing of items such as orders, clinical summaries, discharge summaries, procedures, problem lists, allergies, results and other clinical documents between hospitals, laboratories, radiology centers, etc., the ordering physician, and other providers associated with a patient. This functionality supports the exchange of documents between authorized users to facilitate referrals, consults and transitions in care.

Please describe how your Clinical Messaging and Routing will, at a minimum, meet the following requirements:

1. Permit the secure two-way exchange of patient information between physicians and other providers, in accordance with state and federal law.
2. Leverage and not replace existing products used by regional health information exchanges, health systems, hospitals and other organizations to communicate and route items within their organization.
3. Provide capability to both push and pull data across disparate systems where push is the delivery of clinical information to a user or system and pull is the delivery of clinical information as a result of a query.
4. Use federally recognized standards to accommodate the exchange of clinical documents including:
  - a. Allergies
  - b. Chronic care management and quality indicators
  - c. Demographics and medical history
  - d. Diagnostic and procedure orders and results reporting
  - e. Discharge summaries
  - f. Encounter data
  - g. Emergency room encounters
  - h. Laboratory tests and results reporting
  - i. Medication list, medication orders and refills
  - j. Operative reports
  - k. Problem lists
  - l. Personal health records
  - m. Public health event monitoring and support such as uses cases for syndromic surveillance and emergency responders
  - n. Radiology images and results
  - o. Registry information such as those for vital statistics, cancer, case management, and immunizations

## **F. Edge Servers.**

Edge servers will offer the ability for an organization to securely store selected patient information that will be available for delivery to or query by authorized health care providers and other PHIX users. PHIX shall be designed to allow data providing entities to choose to provide their own edge servers, or to use hosted edge servers made available by the awarded Offeror. The Commonwealth may, in its discretion, fund (through this contract or other appropriate mechanism) the initiation and ongoing fees associated with the Offeror-provided hosted edge servers. However, the Commonwealth shall not be a party to an agreement between a data providing entity and the awarded Offeror. Each agreement between the awarded Offeror and a data providing entity shall minimally provide that:

1. The awarded Offeror and the data provider are entering into the agreement independently of this Contract,
2. The mutual obligations of the parties to the agreement shall not be warranted or guaranteed by the Commonwealth,
3. The data stored upon and in motion to and from the edge server shall be handled and secured according to federal and state law, according to any Data Use and Reciprocal Sharing Agreement entered into by the data providing entity and the Commonwealth, and according to the awarded Offeror's and data providing entity's agreement, and that
4. The data stored on an edge server will remain under the ownership and control (in accordance with all provisions of law) of the data providing entity or that entity's delegee.

Please describe your edge server experience, timing, and capabilities including how they will meet the following requirements:

1. Offer the ability to select information to be stored on the edge server.
2. Provide secure storage of multiple entities' data on one edge server with no co-mingling of data.
3. Provide push capabilities to send data to providers' EHRs or public health entities.
4. Achieve federal and state Privacy and Security Requirements.

## **G. Exchange Gateway (Interoperability Module).**

The Exchange Gateway will provide interoperability needed to aggregate patient information from disparate systems into a CEHR. The exchange gateway will connect entities capable of sending and receiving clinical documents, such as the Continuity of Care Documents (CCD), will utilize



interfaces between provider and hospital systems and PHIX for systems using edge servers or not capable of generating a CCD, and may also be employed to connect to the NHIN.

Please describe your Exchange Gateway service including how it will, at a minimum, meet the following requirements:

1. Permit the exchange of clinical documents using federally-recognized standards.

List the standards supported by your product using Appendix K - Product Table Matrix.

2. Provide the ability to distinguish which data elements are permitted and not permitted to be shared based on patient authorization as determined by federal and state laws and PHIX policies.

3. Comply with NHIN standards and be fully compatible with the NHIN architecture.

4. Provide a library of existing hospital information system (HIS) interfaces.

List the interfaces by vendor now in production and the ones being developed using Appendix K - Product Table Matrix.

5. Provide a library of existing EHR interfaces.

List the interfaces by vendor now in production and the ones being developed using Appendix K - Product Table Matrix.

6. Achieve federal and state Privacy and Security requirements.

7. Provide a comprehensive library of existing interfaces to other clinical systems including laboratories and radiology systems.

List the systems to which you currently interface using Appendix K Product Table Matrix.

## **H. Eligibility and Claims.**

Eligibility and claims management is a requirement for meaningful use of EHRs by providers.

Please describe how you will manage communication and delivery of eligibility and claims information to enable providers to achieve meaningful use, while achieving federal and state Privacy and Security requirements.

## **I. Measurement Tools and Reporting Capabilities.**

Measurement and reporting will be required on several levels ranging from ONC required reporting for meaningful use to PHIX operations and system monitoring and process improvement.

Please describe your measurement tools and reporting capabilities and how they will, at a minimum, satisfy the following requirements:

1. Provide for the routing of electronic reporting of clinical quality measures by providers and hospitals for CMS's and DPW's meaningful use incentive programs.
2. Provide for the routing of electronic reporting of meaningful use of CEHRs by providers for CMS's and DPW's meaningful use incentive programs.
3. Satisfy ongoing reporting as required by ONC for PHIX.
4. Provide management tools for system monitoring and usage statistics, including metering.
5. Provide operations management tools for oversight and process improvement activities.
6. Achieve federal and state Privacy and Security requirements.

#### **J. Personal Health Record (PHR) Gateway.**

PHIX anticipates providing the ability for patients to identify and import their health information into a standards-based PHR and to share their PHR information with clinicians via PHIX.

Please describe the scalability of PHIX and your solution and approach to supporting patients accessing and importing their personal health information into PHRs including how you will, at a minimum, meet the following requirements:

1. Use federally-recognized standards and offer access that comports with federal and state law.
2. Offer the ability for users to make the information that they enter into their PHR available to authorized providers.
3. Provide a library of existing and planned PHR products that are supported using Appendix K Product Table Matrix.
4. Provide a complete user provisioning and de-provisioning solution to support achievement of federal and state Privacy and Security Requirements.

#### **K. EMR-lite**

PHIX shall be designed to allow users to choose to access data through PHIX functionality in a portal view, through the provider's own EMR, or through an EMR-lite. The Commonwealth shall not pay for EMR-lite through this contract. If the selected Offeror makes an EMR-lite available to PHIX users, the Commonwealth shall not be a party to the agreement between the user and

the selected Offeror. However, each agreement with a PHIX user shall minimally provide that:

1. The selected Offeror and the entity purchasing the EMR-lite are entering into the agreement independently of this Contract,
2. The mutual obligations of the parties to the agreement shall not be warranted or guaranteed by the Commonwealth,
3. The data stored upon and in motion to and from the EMR-lite shall be handled and secured according to federal and state law, according to any Data Use and Reciprocal Sharing Agreement entered into by the data providing entity and the Commonwealth, and according to the selected Offeror's and data providing entity's agreement, and that
4. The data stored in or for the EMR-lite will remain under the ownership and control (in accordance with all provisions of law) of the data providing entity or that entity's delegee.

Further, the selected Offeror must ensure that the EMR-lite product it offers is a proven, web-based and hosted electronic medical record for provider's use that is seamlessly integrated in the HIE application. Offerors must provide a response for this option indicating whether they will or will not offer a product and services meeting these requirements.

Further, please describe how your product will offer health care providers, at a minimum, the functionality necessary to achieve Meaningful Use including how it will meet the following requirements:

1. Provide a solution comprised of modules that are certified by a certification entity approved by the ONC.
2. Support the workflow of a physician practice including seamless integration with the proposed HIE solution for PHIX.
3. Achieve federal and state Privacy and Security requirements.

#### **IV-3.4 Support and Maintenance Function.**

This function includes all of the activities to appropriately support and maintain all of the current and prior years' work. In order to better comprehend this function we have divided it into several sub-functions. These sub-functions and related tasks include:

- A. Hardware and Network Support and Maintenance
- B. Software Support and Maintenance
- C. Operations
- D. Reporting

PHIX technical infrastructure, including the services needed to run, maintain, and support PHIX, shall be securely hosted by the selected Offeror. Please see Appendix I - Hosting Requirements for additional information.

Please explain your remote hosting experience and capabilities including, at a minimum, how you will meet the following requirements:

- A. Provide scalability to handle proposed needs over life of contract.
- B. Maintain reliable business operations without interruption or delay – 24 x 7.
- C. Comply with all applicable federal and state requirements, including but not limited to those listed in **Appendix E - Comparative Analysis Matrix (CAM)**.
- D. Provide a secondary hot, off-site location with rollover and redundancy.
- E. Provide a customer support center for technical problems and related management reports.
- F. Comply with Service Level Agreements (SLAs) found in Appendix M.

#### **IV-3.5 System Environments.**

The PHIX solution established and maintained by the selected Offeror is expected to be deployed across multiple environments. Maintenance of the environments is to follow a documented migration methodology and corresponding plan.

Please describe your system environments and migration plans for the following:

- A. Development and Unit Testing.
- B. Component Integration Testing.
- C. System, Stress, and User Acceptance Testing (UAT).
- D. Production.
- E. Hot site.

#### **IV-3.6 Training Requirements.**

System administrators and end-users will need to be trained on using the PHIX portal and supplied functionality.

Please explain your training approach, process, staffing and timeframes including how you will meet the following requirements:

- A. Provide training plan including proposals for staffing approach.
- B. Provide hard copy and electronic training materials.
- C. Provide train-the-trainer approach.

- D. Provide proposals for both web-based training modules and in-person training.
- E. Provide experience and options for courses and component training.

#### **IV.3.7 Transition Function.**

This function includes all activities needed prior to the end of the contract in order to successfully transition to any other entity. This includes collaboration, participation, and knowledge transfer. The selected Offeror is expected to provide complete and accurate documentation to allow the successful transition of the PHIX to a new entity at the expiration of this contract.

#### **IV-4. Tasks and Deliverables.**

The work for this procurement is divided into five Functions (see Figure 1). Functions 1 – 3 can be conceptually looked at as new work and logically build upon each other in a cyclical fashion through the Systems Development Lifecycle (SDLC). An annual review, customization, and planning activity will be held in the latter part of each contract year and will customize the implementation plan for the following year. Function 4 is the ongoing support and maintenance of the system. Activities contained in this function must be responsive to the activities and outputs of Functions 1 – 3 and will grow incrementally as the system is expanded. Function 5 shall be executed at the end of the contract. The Offeror must propose an approach to completing each of the tasks and deliverables outlined in the sections below.

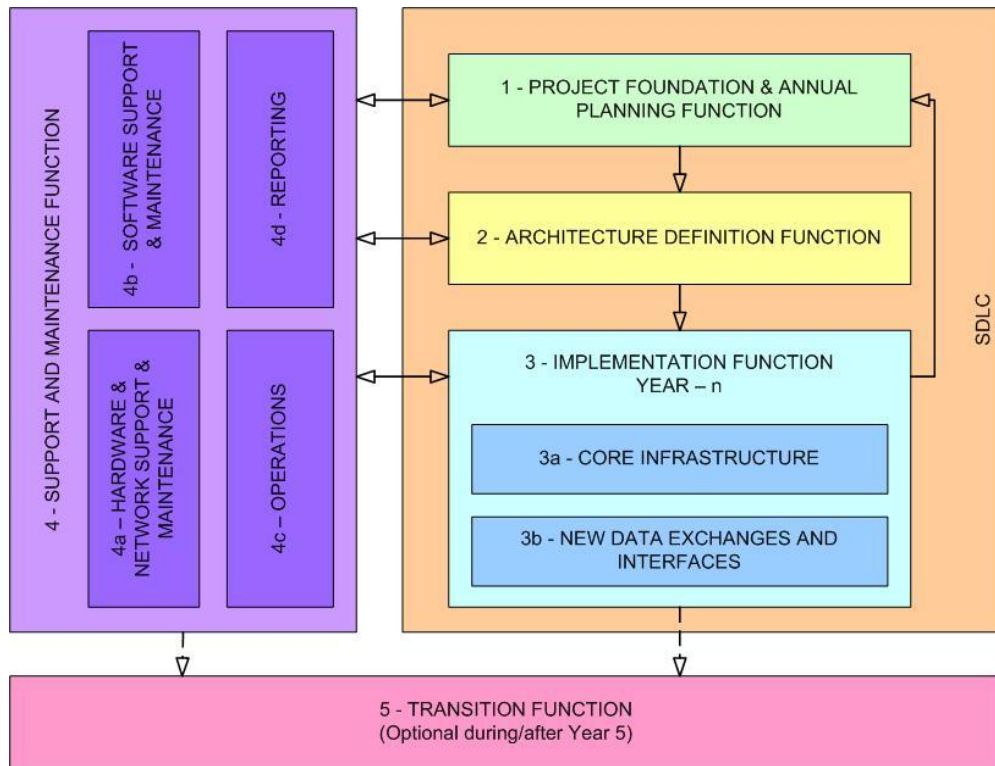


Figure 1 - Functions Diagram

A high-level overview of each function is provided below. This overview includes major tasks, concepts, activities, and deliverables. In the response to this RFP, the Offeror shall provide details on their approach to these functions.

- A. Project Foundation and Annual Planning Function – This Function includes all the activities needed to solidify the project framework, roles, responsibilities, tasks, and the annual review and planning activity. Annual reviews shall consider opportunities for improved efficiency and cost containment.

Tasks/activities include:

1. Document approach to Contract Governance.
2. Document approach to project management.
3. Engagement of Contract Stakeholders, including support of Commonwealth’s provider outreach activities.
4. Definition of issues (Offeror’s understanding of the problem, detailed functional specifications of the system).
5. Description of the Offeror’s Approach (SDLC, high-level plan).
6. Annual Review and Planning.
  - a. Plan and execute strategy

- b. Conduct annual activity

Deliverables (customized annually per annual review and planning activity) include:

1. Project plan
  - a. 5-year plan (including implementation and operations)
  - b. Document management plan
  - c. Requirements management plan
  - d. Governance and Project Communications plan
  - e. Status reports
  - f. Change control management plan
2. Data interoperability plan
3. Data privacy and security plan
4. Business and functional specifications of the system
5. SDLC approach
6. Annual implementation plan

- B. Architecture Definition Function – This function includes all activities needed to plan and design the core PHIX infrastructure in support of the HIE solution within the guidelines and direction established by the Project Foundation Function. This function will be customized appropriately as part of the annual review and planning activity.

Tasks/activities include:

1. Development of system design blueprint.
2. Annual review and revision of system design blueprint.

Deliverables include:

1. System design blueprint (base product configuration).
2. System capacity planning.

- C. Implementation Function – This function includes all the activities to execute the plans established in the Architecture Definition Function and applies the SDLC throughout its iterative process. The Implementation Function is subdivided into two sub-functions:

1. Core Infrastructure – This will include procuring and obtaining the necessary services and equipment to build and install the core PHIX infrastructure and related support functions such as customer support center, disaster recovery, etc. This sub-function will include standing up

the procured HIE solution based on the plans developed in the Architecture Function. This sub-function will provide Ready For Use (RFU) certifications each year to ensure that the appropriate infrastructure is in place to begin/support subsequent roll-outs of PHIX data exchanges and interfaces.

During Year 1 this sub-function will include the initial build-out of the core infrastructure and networking systems. For subsequent years, this sub-function will include incremental build-out or adjustments as defined by the Architecture Definition Function in response to the annual review, customization, and planning activity.

Tasks/activities include:

- a. Procuring and obtaining necessary equipment/software/services
- b. Standing up the statewide HIE backbone
- c. Development and implementation of customer support center plan
- d. Development and implementation of training plan and materials
- e. Development and implementation of system testing plan
- f. Development and implementation of business continuity plan
- g. Development and implementation of disaster recovery plan
- h. Addressing ongoing capacity requirements and staffing requirements

Deliverables include:

- a. Technical Detailed Systems Design
- b. Component RFU certificate(s)
  - i. Provider portal
  - ii. EMPI
  - iii. RLS
  - iv. Provider directory
  - v. Clinical messaging
  - vi. Edge server
  - vii. CCD gateway
  - viii. HER
  - ix. Additional interfaces
- c. Customer Support Center RFU certificate
- d. Training RFU certificate
- e. System testing plan
- f. Business continuity plan
- g. Disaster recovery plan



2. New Data Exchanges and Interfaces – Expanding on the core infrastructure from the Build Function, this sub-function will include all the activities needed to deploy federally recognized health information data exchange types or modules and interfaces with data sources. This will occur over years 1 through 5 and potentially beyond. The annual review, customization, and planning activity will determine the following years targeted exchanges and interfaces.

Tasks/activities for each HIE deployment engagement include:

- a. Provider & technical staff orientation
- b. Definition of exchange/interface specifications
- c. Development and execution of exchange/interface deployment plan
- d. Development and execution of deployment test plan
- e. Development and execution of provider training plan
- f. Development and execution of incremental operations impact plan

Deliverables include:

- a. Exchange/interface specification
- b. Provider deployment plan
- c. Training plan
- d. Deployment test plan
- e. Operations impact plan
- f. Exchange/interface RFU

- D. Support and Maintenance Function – This function includes all of the activities to appropriately support and maintain all of the current and prior years’ work. In order to better comprehend this function we have divided it into several sub-functions. These sub-functions and related tasks include:

1. Hardware and Network Support and Maintenance – Includes
  - a. Maintaining the physical PHIX infrastructure (core systems, edge servers, network interfaces, telecommunications, etc.)
  - b. System security
  - c. Business continuity
  - d. Disaster recovery
2. Software Support and Maintenance – Includes
  - a. Maintenance and support of all HIE software, interfaces, codes sets, tables, business rules as governed by the change control management process

- b. Resolution of HIE-related software defects and enhancements as governed by the change control management process
  - c. Maintenance and support for system and all other software supporting the HIE system such as the underlying operating system patches/fixes, antivirus software and all other third party software and related licensing
3. Operations – Includes
    - a. Customer support center
    - b. Ongoing training
    - c. Ongoing knowledge & data management
    - d. Backups and recovery
  4. Reporting –Includes all routine and ad-hoc reporting in support of the PHIX. See Part IV Section IV-5 for specific reporting requirements to be included.
- E. Transition Function – This function includes all activities needed prior to the end of the contract in order to successfully transition to another entity. This includes contractor to new contractor collaboration, participation and knowledge transfer.

Tasks/activities include:

1. Development of a transition strategy plan
2. Execution of the transition strategy plan

Deliverables include:

1. Transition strategy plan
2. Transition execution signoff

**IV-5. Reports and Project Control.** Throughout the term of any contract which may result from this RFP, it is expected that the following reports, at a minimum, will be generated for the Commonwealth at regular intervals to be determined during the project foundation function:

- A. Federal reporting, including ONC and ARRA stimulus reporting
- B. Customer support center incidents (problem identification and resolution)
- C. SLA reports
- D. Usage and performance reports
- E. Security incident & responses
- F. Third-party SAS-70 auditing
- G. Integrated Ad-hoc reporting

H. Metering (the generation of periodic reports and trended statistics) reports including:

1. Usage of services by authorized users
2. Types and volumes of information accessed by authorized users
3. Volume of demographic and RLS records in PHIX
4. Types and volumes of data accessed through PHIX

**IV-6. Contract Requirements—Disadvantaged Business Participation and Enterprise Zone Small Business Participation.** All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least **50%** of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected Offeror's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract.

The selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected Offeror made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.