

Questions and Answers

Round 2

1. Given requirements 6 and 7 from Appendix I "Hosting Requirements" (i.e. "The selected Offeror shall perform routine maintenance during the planned weekly maintenance period...") Is it correct to assume that the service measure for SLA #1 can be correctly interpreted to mean "Measured by the actual time the system is available divided by the total hours in the reporting period *minus the time required for routine maintenance*"?

No, maintenance should cause the system to rollover to the backup devices resulting in no outages.

2. Does the Commonwealth have any hardware or software (for example, particular technologies with familiar terminology, and/or desirable features, or for which the Commonwealth has special licensing) which would be preferred (though perhaps not required) for the contractors to consider in our response?

No. However the OA/OIT ITBs referenced in the RFP provide a list of Commonwealth standards that may be used as a reference.

3. The SOW (in III-1.C) states that eligible offerors must "*offer an HIE solution that is in production for other states or geographic regions...*"

- a. Does this mean that the components of the solution must be in production for another state Medicaid? Or is it acceptable if the components are in use for other commercial and/or federal (e.g. CMS, DoD, VA) health exchanges?

In regards to another state Medicaid, the answer is No. In regards to use in other commercial and/or federal HIE's, the answer is Yes.

- b. Is it acceptable if the solution is comprised of components which are individually in production for other states, but which may not have been combined together in any one particular state Medicaid?

It is not acceptable for the solution to be untested as a unit, but it need not be a solution deployed by a Medicaid program.

4. Does the Commonwealth already have a trust agreement, such as the NHIN data use and reciprocal sharing agreement (DURSA), for providers and others who use the portal, or will that be created as a part of this contract?

The DURSA and similar agreements are currently being created by the Commonwealth, and will be vetted with the input of stakeholders. Please refer to Appendix N, Strategic Plan, Appendix 10.8.

5. Does the Commonwealth have reliable methods for identifying unique patients from multiple sources?

Offeror's are to include their approach to ensuring a reliable master patient index. However, we are not clear what you are asking by "reliable methods".

6. Does the Commonwealth have reliable methods for identifying unique providers from multiple sources?

Offeror's are to include their approach to a ensuring a reliable provider directory service. However, we are not clear what you are asking by "reliable methods".

7. Several sections (e.g. IV-1.B.4.h) refer to a "portal view". Since the term "portal" has multiple technical meanings (e.g. a reporting dashboard, an internet consolidated application selection screen, JSR-168, single-sign-on, etc), will you please be more specific about what features you have in mind by using this term "portal"?

Offeror's are to include in their proposal a web-based display solution to handle authorized and secured views of a patient's health information for those users who do not have a certified electronic health record application. The proposed solution shall include the types of components and functionality essential to enabling the push and pull aspects of a health information exchange.

8. Is this system intended to eventually integrate with the CMS national level repository for coordinating meaningful use incentives to submit attestations and payment requests?

Yes, eventually.

9. Do the patients who will be using the PHR already have a vetted electronic identity with the states (such as comparison of knowledge-based attributes - such as name, Subscriber#/SSN, date of birth - against existing patient directory values), and if not, does the Commonwealth have well-defined methods for determining whether a patient is who they claim to be when they register for the PHR online?

No and no.

10. Do the providers who will be using the portal already have a vetted electronic identity with the states (such as comparison of knowledge-based attributes - such as name, Tax-ID/EIN/SSN, date of birth - against existing provider directory values), and if not, does the Commonwealth have well-defined methods for determining whether a provider is who they claim to be when they register for the Portal?

No and no.

11. Does the Commonwealth have any preference for receiving reports (Internet reporting dashboard, email attached PDFs, etc)?

Offeror's are to propose an approach that is within the bounds of the RFP requirements.

12. In reference to subject RFP, in the first Q & A posted on the web on Apr 16th, pl refer to this question.....Question: Section II-4 Prior Experience: Are all subcontractors required to provide a minimum of 3 references? Answer; Yes, please provide a minimum of 3 references for each subcontractor proposed. My question is: are all subcontractors required to provide a minimum of 3 references or only those subcontractors are required to provide references who are being used to meet the areas listed in the RFP Section II-4 Prior Experience?

All subcontractors are required to provide a minimum of 3 references. The references must address the Section II-4 requirements to the extent that the Contractor's or Subcontractor's experience is being used to meet those requirements.

13. Please re-clarify the Commonwealth's response to question 52 in the first batch of questions in Addendum 3. Section II-4, Prior Experience, requires information related to a vendor's experience around HIE's and HIE components. If an Offeror utilizes the services of a Small Disadvantaged businesses or an Enterprise Zone Small businesses, it is very unlikely that these firms can meet any of the requirements in II-4, subsections A through I. Please clarify that this response requiring 3 references, applies to Prime Vendors or "major" HIE subcontractors only.

See answer to #12.

14. Appendix C Cost Matrix includes an Options Tab and a Software tab. Neither the options nor the software figures carry forward to the Summary tab. Are these costs being evaluated?

The Appendix C Cost Matrix has been revised and posted to the DGS website. The revised Cost Matrix includes the Option Years costs in the cost summary for evaluation purposes. The Software costs are not being included in the total cost evaluation.

15. Appendix C Cost Matrix – if a vendor’s solution is hosted as a software as a service, and therefore those costs are the monthly costs shown in the yearly fixed fees, what costs are to be included in the Software tab of the spreadsheet?

The Commonwealth is seeking insight into the Software costs separately for informational purposes only. Therefore, any software licensing costs, or licensing costs for additional software tools, should be included in the Software tab of the spreadsheet.

16. Please re-clarify the Commonwealth’s response to question 3 in the first batch of questions in Addendum 3. If PHIX is to be a hosted solution with vendors meeting all of the hosting requirements of Appendix I Hosting Requirements and all of the SLAs in Appendix M, what training, if any, would be required for Commonwealth system administrators or technical specialists?

The Commonwealth expects to have knowledgeable staff working in the areas of the PHIX operations oversight (system administrator), and community rollout and implementation activities (technical specialists), and any other function associated with the contract supervision and management role, in the Commonwealth’s discretion.

17. Section IV-5 Reports and Project Control – Can the Commonwealth provide more detail on the scope of what is required for Federal Reporting (ONC and ARRA). The RFP is silent on the details. Is there a website that details the specific data elements that must be reported on for these Federal entities?

No, they are not currently available beyond what was posted in the HIE Funding Opportunity Agreement which can be accessed at:
<http://healthit.hhs.gov/portal/server.pt?open=512&objID=1336&mode=2&cached=true>

18. Section IV-3.3 Edge Servers and CCD gateway (in Tables 1-5 page 38) - are these features mandatory even if the vendor’s architecture does not require these capabilities in its HIE solution?

If an Offeror has a solution that permits querying proprietary systems without using edge servers or proxy services, then the Offeror’s proposal shall address how their solution fully addresses the objectives and nature and scope of the project within their recommended architecture.

19. Section IV-2 Nature and Scope of the Project (p. 34): What are the major lab data providers in the State of PA?

Major lab data providers include Quest Diagnostics and American Red Cross National Laboratory Testing Lab.

20. Section IV-3.2 Implementation Timeline (p.37):

- a. We acknowledge PHIX's response #56 with regard to additive or cumulative implementation numbers. Can PHIX please confirm that **all** the numbers are cumulative, and not only the interfaces? In other words, the total number of providers participating in PHIX be 6,000 at the end of year 2, and **not** 9,000 (year 1 + year 2)?

All numbers are cumulative for purposes of cost evaluation. The actual numbers may vary.

- b. Can PHIX provide the number of ambulatory physician practices which need to be connected to the HIE over 5 years?

No.

- c. Can you please clarify just the number of lab interfaces to be connected over the 5-year plan?

We estimate 54 interfaces to lab, hospital information systems and radiology systems over 5 years. For your costing efforts, assume an equal distribution across the three (lab, HIS, rad) interface types.

21. We acknowledge PHIX's response #22 with regard to EdgeServers hosting. What does PHIX expect to do for entities which do not already have EdgeServers and would like to procure them through PHIX but host on their own?

Offeror's are to provide proposal's based on entities either providing their own edge server type connectivity at their own expense and hosting or using a PHIX hosted edge server. Procurement of edge servers by a third party through the resulting Contract will not be possible in any case.

22. Section IV-4 Tasks and Deliverables (p. 55): "The Offeror must propose an approach to completing each of the tasks and deliverables outlined in the sections below." Is it expected that vendors provide details on *each* of the tasks *and* deliverables listed in section C. Implementation Function, or are deliverables provided here as parameters to consider when providing the approach to implement the tasks?

An Offeror is expected to reply with details on each of the tasks and deliverables while understanding that the Tasks / Activities provide context for the Deliverables.

23. We have read the addenda posted to the PHIX site. Instructions within the addenda facesheets state: *"For solicitations where a "hard copy" (vs. electronic) response is requested: Attach this Addendum to your solicitation response. Failure to do so may result in disqualification."* We interpret this instruction to mean that we must attach the facesheet for each numbered addendum for the bid to the back of our A. Technical Submittal in order to acknowledge our receipt and understanding of each addendum. However, are we also required to attach any supporting documents released in association with that addendum, as well? (e.g., in the case of Addendum 5, is sufficient to attach the facesheet/announcement (Addendum 5.pdf)? Or, must we attach the facesheet AND the questions and answers it refers out to (Additional Answers to Questions.pdf)?)

Offerors are only required to attach the facesheet/announcement to the Technical Submittal.

24. We would like to interact with portions of Section I of the RFP (pp. 4-15) in writing as part of our proposal. Shall we insert our interaction with these pages of the RFP and include this with Tab E, or as an appendix to our proposal?

If by "interact" the questioner means "object and add to contract terms and conditions" (which is what Tab E is designed to contain), then it is not permissible to "interact" with Part I of the RFP, per Part II-8 of the RFP.

25. Are we required to submit an original copy of volumes B and C, or only A (technical)?

An original copy is required for all portions of your response.

26. To submit our proposal, must we register with the state procurement site?

Yes, Offerors are required to register with the state procurement site (www.pasupplierportal.state.pa.us) prior to submitting a bid response as a prime Contractor.

27. We ask for further clarification regarding the response to question #3 inside the Addenda 5 - Additional Answers to Questions.pdf, which reads: *"[Question] 3. In Section II-3 Work Plan on page 17, the RFP indicates that the task descriptions in Part IV of the RFP be used as a reference point when completing this section. However, Part IV Work Statement on pages 31-59 contains a number of sections that are informational in nature and do not appear to*

require a response. Please clarify which sections of Part IV Work Statement should be incorporated into the response for Section II-3 Work Plan. [Answer] All sections of the Work Statement must be addressed in the Offeror's technical response. As a reference point, the Commonwealth is asking for responses to be laid out in a similar manner to that in Section IV-3.3 of the RFP." In order to ease the PHIX evaluation comparisons of multiple vendor responses, would it be possible for PHIX to further guide vendors by releasing a standard template for vendor use with the precise requirements in the precise structure desired by the PHIX evaluation panel?

The tabs/sections listed in Part II of the RFP lay out the specific organization of the response. For the Work Plan portion, the response should be laid out in the same order as the requirements in Part IV of the RFP. Offerors have the flexibility to propose their best solution within these bounds.

28. On Page 55 of the RFP, there is note for the need to procure broadband services for all locations to serve as the backbone to enable the exchange of the health information. Is it's PHIX's expectation that the Vendor of Choice would provide a solution or service to optimize and manage all broadband connections for those participants connected to the PHIX? Would this include managing and supporting any network-related issues or concerns?

The selected Offeror will be responsible for managing, supporting, and optimizing the network as it relates to the hosted solution. The selected Offeror will be responsible for connecting these hosted services to the internet but not for end-user's connectivity to the internet.

29. Would practices connected to the PHIX be able to use their own circuits (i.e., DSL they have standing) or would PHIX prefer all PHIX users have a dedicated circuit?

See answer to #28.

30. Additional Questions and Answers, Questions #32: To clarify the question – Should the Offeror submit two separate training proposals (one for web-based, one for in-person) or one proposal that addresses both training approaches? If two separate proposals are desired, how should the offeror represent the two costs in the Cost Matrix? (note there is only one Cost Row - Deliverable 12: Training RFU)

The Commonwealth is not seeking two separate proposals, but rather a single response that addresses the potential need for both types of training. The total costs should be rolled up and submitted as Deliverable 12: Training RFU.

31. Initial Questions and Answers, Question #3: What is the role and responsibilities of the implementation specialist?

To assist in provider rollout efforts especially with data sources.

32. RFP Section IV-1. A General Paragraph 4: The RFP states that the product and supporting infrastructure will not at this time use or build upon “any existing Commonwealth telecommunication or IT infrastructure”. For clarification, does the reference to “or IT infrastructure” above refer only to the Commonwealth’s IT infrastructure in support of the Commonwealth’s telecommunications network?

No, this refers to the entirety of the Commonwealth IT infrastructure.

33. Question 38 from the first round responses indicates that the DR site is to be used to ensure 24x7 operations, but Question 25 (from the same set of questions) indicates that we should only assume 24x7 operations in years three and onward, with 7am to 7pm operations in year 1 and 2. Is the DR site a requirement for year 1 and 2?

The Question 25 is in reference to Help Desk operational hours, and does not apply to the availability of the DR site. DR is a requirement for year 1 and 2.

34. Please clarify what appears to be a contradiction in the question response. In Question 54 of the first round questions you state “Proposers should state/identify how the software is licensed and/or structured including maintenance, terms and conditions” but in Question 33 of the second round responses you state “the commonwealth does not expect to hold any software licenses in its name for this project”. If the commonwealth does not intend to hold any software licenses as part of this procurement why are you asking for the software licensing terms?

Please consider this answer to be a clarification of the Commonwealth answers to both questions referred to above.

The Commonwealth is seeking insight into the Software licensing details and costs separately for informational purposes only. This information must be submitted.

However, the Commonwealth may require licenses to software in select circumstances, as specified in Provision #37, Ownership Rights, of Appendix A. This provision has been

altered to offer a clearer explanation of the Commonwealth's requirements. The changes to the Provision have been made in track changes format in Attachment #1 to this Question and Answer document.

35. RFP Section I-5: It is stated that the contract will be a fixed price contract. What will be the process for modifying the scope, approach, and related fees during the course of the project?

Modifications to the approach and related fees during the course of the project will be handled through a Change Control/Change Order process to be finalized with the selected Offeror. Also, refer to IV-3.2 and Appendix A section 22.

36. What Commonwealth of Pennsylvania agency will be the primary sponsor for the implementation of the health information exchange? Has the program director been identified? And if so, who is the program director?

Refer to Appendix N, Strategic Plan, Section 7.

37. RFP Section II-9: Can you clarify the scope of the Emergency Preparedness activities requested? Does it include emergency preparedness activities related to both vendor project implementation activities and the operation of the health information exchange (once in operation)?

Yes, the Emergency Preparedness portion of the response is designed to assure the Commonwealth that your Company has sufficient plans in place to support the resulting contract even if your Company experiences an emergency such as a pandemic.

38. Where do we include the "Lobbying Certification Form," (Appendix F - II-13), and, if applicable, the "Disclosure of Lobbying Activities" form? Do we include them in the Technical Response, as we do the "Domestic Workforce Utilization Certification" contained in Appendix B (II-12)?

These appendices should be included with your technical response, and may be submitted as an appendix.

39. Is there a page limit associated with Tab C, the Work Plan (II-3)? There is not a limit listed, nor is there instruction to include as an appendix. May we take as many pages as necessary?

There is no page limit associated with the Work Plan.

40. Is there a page limit associated with Tab E, the “Objections and Additions to Contract Terms and Conditions” (II-8)? There is not a limit listed, may we take as many pages as necessary?

There is no page limit associated with the Objections and Additions to Contract Terms and Conditions.

41. Is there a page limit associated with Tab F, “Emergency Preparedness” (II-9)? There is not a limit listed. At the end of this section, it says that this section should be included as an appendix in your response. Does that refer to all of Tab F? Or, does that refer to Tab F, part D?

There is no page limit associated with Emergency Preparedness. This section of your response should be labeled as Tab F and not as an appendix.

42. When you reference Standards Based Exchange, do you expect this exchange to be consistent with XDS.B?

We expect the standards based exchanges to be consistent with ONC’s standards and certifications interim final rule and any subsequent applicable ONC enactments or changes.

43. There are a growing number of Federal contracts being awarded to companies that enables them to monitor, engage and consult at the state level. Are you aware of any of these contracts that may preclude a vendor from responding directly to a state RFP like PHIX? One example that comes to mind is this Federal contract: [RECOVERY - STATE HEALTH INFORMATION EXCHANGE - TECHNICAL ASSISTANCE PROGRAM: Solicitation OS25327, through DHHS](#). Another example is the [MACPIE IDIQ Bid](#). In both cases, a selected vendor works on behalf of DHHS or CMS to collect unique data about HIE and other ARRA HITECH adoption and processes within that state. Theoretically, that could give a vendor unique insight into state-specific requirements and needs that other vendors may not be privy to.

No.

44. Does the State contemplate or would it desire a compliant response that reduces the risk, accelerates the adoption and therefore the benefits, that would entail the sharing of the HIE infrastructure platform with that of another State and/or HIO?

Only insofar as that sharing is effectively transparent to the Commonwealth and would not impact service quality, system and vendor responsiveness, compliance, or the Commonwealth’s requirements, including those for scalability, flexibility and configurability.

45. Should the State decide to share a platform with another State and/or HIO, what if any contingency plans are in place should the partner State(s) adopt legislation that would be in conflict with the laws of Pennsylvania?

Refer to IV-1.B.4.d. We are not looking to share a platform that locks us into accepting a state's policies, procedures, etc. This would be the Contractor's Contract compliance issue, per the answer to #44.

46. Has the State developed a proposed budget for the office of Governance and Administration that will oversee PHIX? If so, can that budget be shared?

An estimated budget for the entity that will govern PHIX is under development but will not be shared.

47. Is the State flexible on the FFP payment plan associated with the 'enrollment' goals? Specifically the PA resident/PT counts.

Please clarify this question.

48. Is the State considering legislation that would provide unconditional consent for PT's that opt in or comprehensive denial for access to PT's records that have opted out (excluding medical emergencies)?

No. Refer to the Appendix N, Strategic Plan, Section 8.

49. Is the State considering requiring all connected covered entities to have achieved any level of data Security certifications? If so, which ones?

No. Offeror's are encouraged to provide commentary on this issue as they deem appropriate, especially in regards to CEHR connections.

50. Will the State allow alternate pricing proposals specifically so that the provider can show the difference in fees for an isolated PHIX versus a multi-tenant PHIX environment?

No, the Commonwealth cannot accept alternate pricing proposals. Please refer to Section I-16 of the RFP.

51. We are requesting a 30 day extension of the due date due to the tight timelines given in the RFP. We do not feel there would be enough time between when the State provides responses to the questions and the final due date.

The due date remains as May 24, 2010 at 1:30 PM EDT.

52. Can we propose hosted virtual Edge Servers?

Offeror's are to propose solutions to achieve the objectives, scope and nature and requirements of the RFP.

53. We interpret their clinical messages need as non-portal related. Does the customer agree?

No. Refer to #54.

54. Do COPA requirements for Clinical Messaging necessitate the use of a portal? Or does COPA plan to facilitate the clinical messaging and require participants EHR systems to support the clinical messages?

Clinical messaging may be done through EHR's if they are in use. For providers that have not adopted an EHR, clinical messaging will be done through a portal.

55. To what extent is the Commonwealth willing to negotiate mutually acceptable terms and conditions applicable to the scope of services requested for inclusion in the contract resulting from this RFP?

Offeror's are permitted the opportunity to request negotiation of Terms and Conditions as provided in Section II-8.

56. The ONC has not defined specific reporting requirements for ARRA. Can you define what you expect will be required?

No, other than the items contained in Appendix N, Strategic Plan, Section 9 and the baseline content provided in the HIE Funding Opportunity Agreement - <http://healthit.hhs.gov/portal/server.pt?open=512&objID=1336&mode=2&cached=true>. Processes for fulfilling the reporting requirements to ONC will likely require close coordination between the selected Offeror and Commonwealth.

57. Can you define what you will require as it relates to Ad-hoc Reporting? This is relatively open ended.

Not specifically at this time other than to have the ability to create customized queries.

58. Round 1 Questions, Question #27: Please confirm that general operations costs (not associated with a development costs) including travel, occupancy fees, general office supplies, account management labor, etc must be allocated into either "hosting" or "software" categories on the pricing pages for each year.

These costs should be allocated to these categories as appropriate and in a way supportable under audit, this is correct.

59. Round 1 Questions, Question #39, This question refers to SLA Ref #2: Can the Commonwealth qualify the response time? Specifically, can we assume that the four (4) second rule applies when a DSL or broadband connections is used, not to include any additional response time or performance delay which may be associated with a user's internet connectivity and/or computer hardware, software, or local network environment, or external data sources from other data vendor partners.

This is correct, provided that the "data vendor partners" does not reference subcontractors.

60. Round 1 Questions, Question #26: Please confirm that the hosting and software maintenance fees make up the entire fixed fees that will be paid to the contractor each year in 12 equal monthly installments.

The Contractor will be paid for deliverables as approved by the Commonwealth. The annual operational fees will be divided into periodic payments in the negotiation phase of the procurement.

61. Does the Commonwealth anticipate integrating PA MMIS claims data into PHIX as part of the early adopters phase?

This is a possibility, but it is not finalized.

62. In regard to EMR Lite implementation, how do we submit one-time costs (e.g., clinical transformation, implementation and training)?

The EMR-lite portion of the cost matrix has been revised to include an area for one-time costs related to the EMR-Lite solution.

63. RFP Section I-19.c: While we expect to submit only one redacted proposal may a subcontractor submit its own form Trade Secret/Confidential Proprietary Information Notice (Appendix E)? Will the Commonwealth notify the identified subcontractor if the subcontractor's proprietary information is requested under the Right-to-Know-Law?

The Offeror and all proposed subcontractors must submit forms as relevant, using the Commonwealth's Appendix E. The Prime Contractor must submit one (1) redacted proposal. The Commonwealth will not make notifications of requests under the Right-to-Know-Law.

64. RFP section II-3 On page 17, Work Plan states”Include an organization chart and staffing model based on your proposed solution.” Additionally, RFP section II-5 Personnel, on page 18 states ...” 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.” Will an Offeror’s response to RFP section II-5 Personnel above be sufficient to satisfy the requirement for the staffing model asked for in RFP Section II-3 Work Plan?

No.

65. RFP Section II: In response to the Commonwealth’s request for additional clarification to Question # 47 in Questions and Answers Round 1, we have clarified our initial question to say the following: In order to receive evaluation points for the Disadvantaged Business Submittal, must the Prime Contractor subcontract directly with the Disadvantaged Business(es) or may another subcontractor on the Prime Contractor’s team subcontract directly with the Disadvantaged Business (es)?”

The Prime must subcontract directly with the Disadvantaged Business(es).

66. RFP Section III: Please indicate the methodology for awarding the cost points. Will the lowest Offeror receive all 20 points and all other Offerors receive points proportionately (based on the relationship of each Offeror’s price to the lowest price)?

The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of cost points available. The remaining proposals are rated by applying the following formula:

$$1 - \frac{(B-A)}{A} \times C = D$$

A—the lowest Offeror’s cost

B—the Offeror’s cost being scored

C—the maximum number of cost points available

D—Offeror’s cost score (points)

***Note: If the formula results in a negative number (which will occur when the**

Offeror's cost is more than twice the lowest cost), zero points shall be assigned.

67. RFP Section III-3: Can the Commonwealth provide or direct us to a definition of “direct labor” for the purposes of the Domestic Workforce Utilization criterion? Are functions such as corporate HR support, corporate IT, and other corporate type services included in the direct labor category? Is work performed by subcontractors subject to the criterion? Can work performed by subcontractors be used to earn the Domestic Workforce Utilization bonus points?

Direct labor is that labor predominately attributable to this project. Work performed by subcontractors is subject to the criterion. Offerors are encouraged to provide with the Domestic Workforce Utilization Form detailed information as necessary to describe where the work will be performed.

68. RFP Section IV-3.2: Please clarify the time period that the \$17.1 million grant is supposed to cover for implementation. Is this \$17.1M for the first year's implementation or for additional year's implementation in the phased implementation approach?

The answer to this question has no relevance to the Offeror's response to the requirements of this RFP. Please refer to Appendix N Strategic Plan Section 5.0.

69. RFP Section IV-4 A through E: Each of the five functions is divided into two major categories: 1) Tasks/Activities and 2) Deliverables. We understand that Offerors would address their approach to the tasks and activities but we are unclear as to the level of detail required for the lists of deliverables that are identified for each Function. Is it sufficient to acknowledge the deliverables and point the Evaluator to the detailed WBS/Gantt Chart, which identifies the timeframes and level of effort for the deliverables?

No.

70. Appendix A, Exhibit B, ARRA Addendum, 19: Can the Commonwealth confirm that no detailed Buy American – Use of American Iron, Steel, and Manufactured Goods information is expected from proposers for this RFP?

That is correct. However, the selected Offeror must follow these provisions if implicated during the term of the contract.

71. Appendix A, Exhibit C: Can the Commonwealth give an example of when and to what type of software this exhibit would be applicable?

Commercial software necessary for the use of a Developed Work under the terms of Appendix A, Provision #37.

72. Appendix B: Please confirm that only the Prime Contractor is required to submit Appendix B, Domestic Workforce Utilization Certification, with the Technical Submittal and that any subcontractor (s) to the Prime is(are) not required to provide a separate Appendix B form.

This is correct. The Prime Contractor is attesting to the entirety of the work which will be performed under the contract.

73. Appendix F: Please confirm that only the Prime Contractor is required to submit Appendix F, Lobbying Certification Form, with the Technical Submittal and that any subcontractor (s) to the Prime is (are) not required to provide a separate Appendix F form.

Yes, but the ARRA flowdown provision requires this term to be in every subcontract

74. Appendix C: Please confirm that for all deliverables the hourly rates should be all inclusive to include such things as salaries, benefits, G&A, occupancy fees for development staff, supplies, and margin.

This is correct.

75. Appendix C: Please confirm that the total fixed price per deliverable listed on the pricing pages will be paid regardless of the actual number of hours used at the listed hourly rates.

Deliverables will be paid at the fixed prices stated in the final contract.

76. Appendix C: Please indicate how Offerors should include costing for any additional value added services considering that assumptions cannot be included with the cost submittal.

Please clarify the question to specify whether the "value added services" will be provided to the Commonwealth or the PHIX users. In either case, however, all costs must be included in the categories defined in the Cost Matrix.

77. Appendix C: For optional year fees, please confirm that the total annual fees must be divided into either "Software" or "Hosting" categories (including costs such as associated with account management, travel, and occupancy fees) and that these costs should represent the level of HIE implementation in year 5 (i.e., 23,000 providers, 6 gateways, etc).

This is correct.

78. Appendix C and Round 1 Questions, Question #32: The response to Question # 44 in Addendum #5 indicated that public health reporting should be included in the cost of clinical messaging. What about the other types of reporting required for this RFP i.e., administrative/operational management reports, clinical reporting which includes meaningful use? Which annual hosting and/or support/maintenance fee item/category should be used for each type?

The cost matrix has been revised to include a deliverable in each year for Reporting and represents a change from prior clarifications. The types of reporting discussed in RFP Section IV-4.D.4 are intended for this deliverable. Please do not confuse those with the type of Public Health reporting/monitoring intended as part of Clinical Messaging RFP Section IV-3.3.E.4 sub points m and o.

79. Appendix L, #5: Can the Commonwealth give an example of the Service Level Credit Calculation using one or more of the Service Level Requirements in Appendix M?

Using the example of SLA #1:

The at risk percentage is 15%. The applicable at risk amount is the total monthly contract cost. Using a total year one cost of \$12,000,000 as an example, the total monthly contract cost would be $\$12,000,000/12 = \$1,000,000$. The service level credit would then be $\$1,000,000 \times 15\% (0.15) = \$150,000$

80. RFP Section IV-3.1.C page 36: The RFP states that the solution should enable the exchange of standards-based documents using standards recognized by federal regulation. Please clarify if the intent is to use these exchanges as purely episodic in nature or if there is a desire for the exchange of a time-bounded full patient summary.

There is a clear intent for exchange of data that is episodic in nature. However, we are unable to address the second part of the question as we need a clarification of what is meant by "time-bounded".

81. RFP Section IV-3.1.C Page 36: The RFP states that interfaces may include radiology systems, in addition to results. Please clarify if the desire is to store these images locally or reference and link to a PACs system that would store the images remotely.

The latter (reference and link).

82. RFP Section IV-3.3.C page 45: The RFP states that commonly used Internet browsers such as Internet Explorer, Firefox, and Safari should be supported. Please clarify the minimum versions to be supported for each of the identified Internet browsers.

As per the RFP the solution must support commonly used browsers. It is expected that this will include the most recent version and the two prior versions.

83. RFP Section IV-5 page 58: The RFP states that a third-party SAS-70 audit is expected at regular intervals. Please clarify how often the Commonwealth requires that SAS-70 audits be performed during the life of the contract.

Reference Appendix M – Service Level Matrix #'s 17 and 18.

84. As an outcome of the environmental scan activities performed during the development of the HIE Strategic Plan, has the Commonwealth identified or defined a list of preferred EMR/EHR vendors, Health Information System, Personal Health Record providers, or other preferred clinical systems for PHIX? If yes, can you please provide this information?

No.

85. Is it the Commonwealth's intention to have automated security and privacy compliance tools implemented over the HIE solution such as DLP, SEIM, IDS, GRC, and Configuration Management? If so, what are the security technology solutions that the Commonwealth is requiring?

Yes, but we are not mandating what type. Offeror's should use industry best practices, however the Commonwealth is not mandating specific technologies.

86. What are the Commonwealth's expectations around the integration of the HIE solution with the Statewide Identity and Access Solution currently in-place?

There is no expectation of an integration of the HIE solution with the current Statewide Identity and Access Solution.

87. Would it be acceptable to provide the electronic copies as a PDF to protect signatures? If not, would it be acceptable to provide the electronic copies without signatures, recognizing that the official signatures will be on the hard copies?

The Commonwealth prefers to have the electronic copies submitted in Word or Excel versions. It is acceptable to provide the electronic copies without signature as the official signature will be on the hard copies.

88. Would it be possible for DGS to provide MS Word versions of the forms that need to be completed and in particular Appendix B, D, E & F? If not, would it be acceptable for Offerors to retype those forms for ease in completing and incorporating them into the proposals?

Word versions of Appendices B, D, and F have been posted to the DGS website. The Appendix E remains in PDF, but allows for Offerors to fill in the necessary information.

Attachment #1

37. OWNERSHIP RIGHTS

(a) Ownership of Properties

(1) All —Developed Works shall be owned according to the provisions set forth in this Section 37. No software source code shall be considered a Developed Work under this Contract unless any form of license to the code is necessary for the use of any functionality or deliverable whose operability will survive the term of this Contract, or unless the Change Order detailing the development of the code indicates otherwise.

(2) All software owned by the Commonwealth or its licensors (Commonwealth Software) as of the Effective Date, shall be and shall remain the exclusive property of the Commonwealth or its licensors, and Contractor shall acquire no rights or interests in the Commonwealth Software or Tools or that of its licensors by virtue of this Contract except as described in this Section or in another provision set forth in this Contract. The Contractor shall not use any Commonwealth Software, Commonwealth Tools or software or tools of its licensors for any purpose other than for completion of work to be performed under this Contract. In the use of Commonwealth Software, Commonwealth Tools or software or tools of its licensors, Contractor will be bound by the confidentiality provisions of this Contract.

(b) Definitions

(1) Software—For the purposes of this Contract, the term "software" means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

(2) Data—For the purposes of this Contract, the term "data" means any recorded information, regardless of form, the media on which it may be recorded, or the method of recording.

(3) Technical Data—For purposes of this Contract, the term "technical data" means any specific information necessary for the development, production or use of the Commonwealth Software.

(c) Commonwealth Property—Non-Exclusive, License Grant and Restrictions

During the term of this Contract, Commonwealth grants to Contractor for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to do the following:

(1) Obtain access to and use of the Commonwealth Software in accordance with the terms of this Contract.

(2) Reproduce the Commonwealth Software for archival purposes or for other purposes expressly provided for under this Contract.

(3) Modify the Commonwealth Software consistent with the terms and conditions of this Contract provided that Contractor agrees to assign to the Commonwealth, its rights, if any, in any derivative works resulting from Contractor's modification of the Commonwealth Software. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the Copyright Act of 1976.

(4) Allow the Contractor's subcontractors approved by the Commonwealth to obtain access to the Commonwealth Software for the purposes of complying with the terms and conditions of this Contract; provided, however, that neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Software. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this Section.

(5) To the extent that Contractor uses Commonwealth Software, Commonwealth Tools or software or tools of its licensor, Contractor agrees to protect the confidentiality of these works and maintain these proprietary works with the strictest confidence.

(d) Impact of Third Party Agreements

Subject to the terms of any third party agreement to which the Commonwealth is a party, (i) the Commonwealth shall, at no cost to Contractor, provide Contractor with access to the Commonwealth Software in the form in use by Commonwealth as of the Effective Date of this Contract and, (ii) Contractor, as part of the Services to be rendered under this Contract, shall compile and, as changes are made, update a list of all of the Commonwealth Software then in use by Contractor or any of its subcontractors in connection with Contractor's performance of the Services required by this Contract.

(e) Reservation of Rights

All rights, not expressly granted here to Contractor on a nonexclusive basis, including the right to grant non-exclusive licenses and other rights are reserved by the Commonwealth.

(f) Termination of Commonwealth License Grant

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor in this Section 37 (OWNERSHIP RIGHTS) shall immediately cease. Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Software and Tools (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination. Within fifteen (15) calendar days after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Software in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software and Tools, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.

(g) Effect of License Grant Termination

Consistent with the provisions of this Section, Contractor shall refrain from manufacturing, copying, marketing, distributing, or use of any Commonwealth Software or any other work which incorporates the Commonwealth Software. The obligations of this Section 37 (OWNERSHIP RIGHTS) shall survive any termination of this Contract.

(h) Use of Contractor-Owned Software

All software owned by Contractor (Contractor Software) and tools owned by Contractor (Contractor Tools) prior to the Effective Date of this Contract shall be and shall remain the exclusive property of Contractor. The Commonwealth shall acquire no rights or interests in the Contractor Software or the Contractor Tools by virtue of this Contract except as set forth in this Section.

(i) Definition of Contractor Tools

Contractor Tools is defined as any tools, both in object code and source code form, which Contractor has previously developed, or which Contractor independently develops or licenses from a third party, excluding any tools that Contractor creates pursuant to this Contract. Contractor Tools includes but is not limited to, methodologies, information, concepts, toolbars for maneuvering between pages, search engines, JAVA applets, and ActiveX controls.

(j) Required Reports, Records and Inventory of Contractor Tools and Contractor Software

(1) Contractor must provide a list of all Contractor Tools and Contractor Software to be delivered in connection with the deliverables or Developed Materials prior to commencing any work under the Contract. Contractor must also provide a list of all other Contractor Tools and Contractor Software intended to be used by Contractor to provide the services under this Contract but will not become part of or necessary for the use of the Developed Materials. All

Contractor Tools and Contractor Software necessary to use Developed Materials shall be delivered to the Commonwealth along with the license set forth in Section 36(k). Contractor may amend these lists from time to time while the Contract is being carried out or upon its completion. In the event that the Contractor fails to list a Contractor Tool, but can demonstrate that such tool was independently developed by Contractor prior to the Contract on which it was used, Contractor shall nevertheless retain complete ownership of such Contractor Tool that is necessary to use the Developed Materials, provided that notice is given to the Commonwealth prior to its use on the Contract. Any Contractor Tools or Contractor Software not included on the lists will be deemed to have been Developed Materials created under this Contract.

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(2) As part of its response to a RFP, the Contractor will provide a list of all software and tools that are commercially available and which are required to support the Developed Materials.

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(3) During the term of this Contract, Contractor shall maintain at its principal office books of account and records showing its actions under this Contract. Upon reasonable notice by Commonwealth, Contractor shall allow Commonwealth to inspect these records and accounts for purposes of verifying the accuracy of such accounts and records.

(4) In the event that Contractor fails to list a Contractor Tool or Contractor Software, but is able to demonstrate that such tool or software was independently developed by Contractor prior to the Effective Date of this Contract, Contractor shall retain complete ownership of such Contractor Tool or Contractor Software that is necessary to use the Developed Works, provided that notice is given to the Commonwealth prior to use on the Contract.

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(k) Expiration or Termination NonExclusive License Grant—Non-Commercial Contractor Tools and Software

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, and at the request of Commonwealth, Contractor shall (i) grant to Commonwealth a paid-up, nonexclusive, nontransferable license to use, modify, prepare derivative works and unless Commonwealth terminates this Contract without cause, grant to third parties engaged by Commonwealth the right to use, modify, and prepare derivative works based upon all or any portion of the non-commercially available Contractor Software and the non-commercially available Contractor Tools owned by Contractor and used by Contractor in

connection with the Developed Materials, the foregoing rights being granted to the extent reasonably necessary to facilitate Commonwealth's or such third party's completion of and maintenance of the Developed Materials to be provided by Contractor under this Contract immediately prior to such expiration or termination and (ii) deliver to Commonwealth the object code version of such non-commercially available Contractor Software and such non-commercially available Contractor Tools in the form used by Contractor in connection with the Developed Materials immediately prior to such expiration or termination to allow the Commonwealth to complete and maintain such Developed Materials. If Commonwealth enters into a contract that allows for the use of the Contractor Software or Contractor Tools for which a license is granted under this Section 37 (OWNERSHIP RIGHTS), the Commonwealth will include a provision in that contract that limits the use of the Contractor Software or Contractor Tools as delineated in this Section.

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(l) Rules of Usage for Developed Works

(1) If Developed Works modify, improve, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, of such Developed Works. For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania. If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.

(2) If Developed Works modify, improve, or enhance application software

or other materials not licensed to the Commonwealth by the Contractor, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor. To the extent Commonwealth owns the software or other materials, it hereby grants

to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. To the extent Commonwealth has a license to the software or other materials, and to the extent that it, in its sole discretion determines it is able to do so the Commonwealth will grant to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform and distribute copies of such Developed Works.

(3) If Developed Works have been funded by Commonwealth, to any extent, with either Commonwealth or federal funds, and the Developed Works do not include pre-existing materials generally licensed by the Contractor, then the Commonwealth shall have all right, title, and interest (including ownership of copyright and trademark) to such Developed Works and the Commonwealth hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. The Commonwealth shall exclusively own all software products first developed under the terms of this contract by the Contractor, its subcontractors or other third party vendors that are specifically developed for, engineered and integrated into the Developed Works.

(4) When the Developed Work is a report provided by a research company that was provided under this Contract, but which was not developed specifically for the Commonwealth under this Contract, the ownership of the Developed Work will remain with the Contractor, provided, however, that the Commonwealth has the right to copy and distribute the Developed Work within the Commonwealth.

(m) Copyright Ownership—Works Developed as Part of the Scope of Work for the Project, including Developed Works developed by Subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered —works made for hire|| under the United States Copyright Act of 1976, as amended, 17 United States Code. In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Contractor further agrees that it will have its Subcontractors assign, and upon their authorship or creation, expressly and automatically assign all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth. Commonwealth shall have all rights accorded an owner of copyright under the

United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute, copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Creative Works and the right to display the Developed Works. The Contractor further agrees that it will include this requirement in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works. Upon completion or termination of this Contract, all working papers, files and other documentation shall immediately be delivered by Contractor to the Commonwealth. Contractor warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws of the United States.

(n) Patent Ownership

(1) Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor during the performance of this Contract. Notwithstanding the foregoing, the Commonwealth shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Contractor or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth understands and agrees that any third party disclosure will not confer any license to such Patentable Items.

(2) Contractor shall not use any computer program, code, or any works developed by or for Contractor independently of this Contract (—Pre-Existing Materials||) in the performance of the Services under this Contract, without the express written consent of the Commonwealth. Any Pre-Existing Materials used by Contractor for performance of Services under this Contract without Commonwealth consent shall be deemed to be Developed Works as that term is used in this Section. In the event that Commonwealth provides such consent, Contractor shall retain any and all rights in such Pre-Existing Materials.

(o) Federal Government Interests

It is understood that certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. Section 401, and other applicable statutes.

(p) Usage Rights for Know-How and Technical Information

Either Party, in the ordinary course of conducting business, may use any ideas, concepts, know-how, methodologies, processes, components, technologies, algorithms, designs, modules or techniques not otherwise covered by this Section relating to the Services which Contractor or Commonwealth (alone or jointly with the Commonwealth) develops or learns in connection with Contractor's provision of Services to Commonwealth under this Contract.

(q) Commonwealth Intellectual Property Protection

Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Software, Commonwealth Tools and the Developed Works developed under the provisions of this Section, shall not in any way, at any time, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Software, Commonwealth Tools, or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason. Further, Contractor shall not in any manner represent that Contractor has any ownership interest in the Commonwealth Software, Commonwealth Tools, or the Developed Works. This provision is a material part of this Section.

(r) Contractor Intellectual Property Protection

Commonwealth acknowledges that it has no ownership rights in the Contractor Software or Contractor Tools other than those set forth in this Contract, or as may be otherwise granted in writing.

(s) Source Code and Escrow Items Obligations

Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works. To the extent that the Developed Works include application software or other materials generally licensed by the Contractor, then the source code shall be placed in escrow, subject to the terms and conditions of an Escrow Agreement to be executed by the Parties and an Escrow Agent that is acceptable to the Commonwealth.

(t) Contractor's Copyright Notice Obligations

Contractor will affix the following Copyright Notice to the Developed Works developed under this Section and all accompanying documentation: —Copyright [year] by the Commonwealth of Pennsylvania. All Rights Reserved.|| This notice shall appear on all tangible versions of the Developed Works delivered under this Contract and any associated documentation. It shall also be programmed into any all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

(u) Software Licenses

If a software license is required according to the terms of this Contract, the Contractor hereby agrees that it will enter into a software license agreement with the Commonwealth that incorporates Exhibit C (Software License Requirements) as a material part of the software license agreement. If the Contractor is not the licensor of the software, Contractor hereby agrees that it will inform the licensor of the software that it will be required to enter into a license agreement with the Commonwealth that incorporates Exhibit C (Software License Requirements) as a material part of the software license agreement.

Deleted: Commercial Software

Deleted: product or deliverable under this Contract is commercially available software or requires commercially available software for use