

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR UNPRICED TECHNICAL PROPOSAL



RFTP Number: SP-12-0007	Buyer: Rusty Priest
Commodity: Health Information Exchange	RFTP Opening Date: August 26, 2011
Date: July 15, 2011	RFTP Opening Time: 2:30 P.M. CDT

RFTP PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE RFTP PROPOSAL ENVELOPE **MUST** BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE RFTP NUMBER, DATE AND HOUR OF RFTP OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their RFTP documents to the Office of State Procurement prior to the scheduled time for opening of the particular RFTP. When appropriate, vendors should consult with delivery providers to determine whether the RFTP documents will be delivered to the OSP office street address prior to the scheduled time for RFTP opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address, 1509 W. 7th Street, Room 300, Little Rock, AR 72201-4222, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESSES: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222	RFTP OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
TELEPHONE NUMBER: 501-324-9316	

Company Name:

Name (type or print):

Title:

Address:

Telephone Number:

Fax Number:

E-Mail Address:

Signature:

USE INK ONLY; UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Identification:

*

*

Federal Employer ID Number

Social Security Number

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN RFTP REJECTION

Business (check one):	Designation	Individual *	Sole Proprietorship *	Public Service Corp *
		Partnership *	Corporation *	Government/ Nonprofit *

GENERAL DESCRIPTION:	Health Information Exchange
TYPE OF CONTRACT:	Term
BUYER:	Rusty Priest
AGENCY P.R. NUMBER	1000552317

INVOICE TO:
Office of Health Information Technology
Attn: Accounts Payable
900 W. Capitol Ave, Ste 320
Little Rock, AR 72201

F.O.B:
As specified on P.O.

1. MINORITY BUSINESS POLICY: Minority participation is encouraged in this and in all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type:

African American _____ Hispanic American _____ American Indian _____
Native American _____ Asian _____ Pacific Islander _____

AR Certification number _____

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY: In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. ACT 157 of 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS: Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Bidders shall certify online at:
<https://www.ark.org/dfa/immigrant/index.php/user/login>.

4. TECHNOLOGY ACCESS: The Vendor shall at all times comply with the provisions of Arkansas Code Annotated § 25. 26. 201 et seq., which expresses the policy of the State of Arkansas to provide individuals who are blind or visually impaired with access to information technology purchased in whole or part with state funds. The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with the State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to the State of Arkansas that the technology provided to the state for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance.

These specifications do not prohibit the purchase or use of an information technology product that does not meet these standards if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually.

5. COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM: The respondent's solution must comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: www.dis.arkansas.gov/poli_stan_bestpract/policies.htm. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

6. ALTERATION OF ORIGINAL RFTP DOCUMENTS: The original written or electronic language of the RFTP documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an Offeror from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Offeror cannot change the original document's written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsible" and the response shall not be considered.

7. REQUIREMENT OF ADDENDUM: THIS RFTP MAY BE MODIFIED ONLY BY ADDENDUMS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Vendors are cautioned to ensure they have received or obtained and responded to any and all addendums to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

8. DELIVERY OF RESPONSE DOCUMENTS: In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

9. ADDITIONAL TERMS AND CONDITIONS: The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

10. ANTICIPATION TO AWARD: After complete evaluation of the bid, the anticipated award will be posted on the OSP website (<http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx>) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: http://www.arkansas.gov/dfa/procurement/pro_intent.php.

11. PAST PERFORMANCE: In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the state may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of either a written or electronic report, VPR, memo, file or any other appropriate authenticated notation of performance to the vendor files.

12. VISA ACCEPTANCE: Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

13. OUTSTANDING TAX LIABILITY: Bidders must disclose the existence, as of the date of bid submission, of any unsatisfied lien, certificate of indebtedness, certificate of assessment, writ of execution, writ of garnishment, business closure order, civil action, or other indication of delinquency against Bidders for any outstanding tax liability owed by Bidders to any state taxing authority. Bidders acknowledge that a search of public records may be conducted to discover the existence of any unsatisfied tax assessments. Bidders further acknowledge that any unsatisfied liens, certificates of indebtedness, certificates of assessment, writs of execution, writs of garnishment, business closure orders, civil action, or other indication of delinquency for any outstanding tax liability owed by Bidders may result in Bidders being deemed non-responsible and their bids rejected.

14. EO-98-04 GOVERNOR'S EXECUTIVE ORDER: Bidders should complete the Disclosure Forms posted with this bid.

SECTION 1 GENERAL INFORMATION

1.0 INTRODUCTION

This Request for Unpriced Technical Proposal (RFTP) is issued by the Office of State Procurement (OSP) for the Arkansas Office of Health Information Technology (OHIT) to create and implement an interoperable health information exchange structure for the State of Arkansas.

This RFTP is in support of the Arkansas Health Information Exchange, to be known as State Health Alliance for Records Exchange (SHARE) which pursuant to Act 891 of 2011, "shall serve as the official health information exchange for the State of Arkansas", to establish a framework to exchange patient health information for the purpose of improving health care quality. SHARE will support the coordination of patient-centered care, public health management (population health), and clinical quality improvement. SHARE's mission is to be the neutral entity for facilitating authorized sharing of information among all stakeholders to improve the health of Arkansas's citizens. SHARE will serve as a secure, sustainable, interoperable data exchange platform for health-related information.

1.1 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. This RFTP is issued by Office of State Procurement for OHIT. Vendor(s) questions regarding RFTP related matters should be addressed to Rusty Priest at (501) 371-6156 or Rusty.Priest@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.2 CAUTION TO VENDORS

1. During the time between the RFTP opening and contract award, any contact concerning this RFTP will be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person(s) named herein will initiate all contact.
2. Vendor **must** submit:
 - a. One (1) hard copy signed original proposal on or before the date specified on page one of this RFTP.
 - b. Failure to submit the required number of copies with the proposal may be cause for rejection.
3. Vendor should submit:
 - a. Five (5) complete hard copies (marked copy) of the signed proposal.
 - b. Six (6) electronic versions of the signed proposal, preferably in MS Word/Excel format, on CD or flash drive.
 - c. If the Office of State Procurement requests additional copies of the proposal, they **must** be delivered within twenty-four (24) hours of request.
4. For a response to be considered, an official authorized to bind the vendor to a resultant contract **must** have signed the RFTP response.
5. All official documents and correspondence shall be included as part of any resultant contract.
6. The State Procurement Official reserves the right to award a contract or reject a response for any or all line items of a response received as a result of this RFTP, if it is in the best interest of the State to do so. Responses will be rejected for one or more reasons not limited to the following:
 - a. Failure of the vendor to submit his response(s) on or before the deadline established by the issuing office.
 - b. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
 - c. Failure to sign an Official RFTP Document.
 - d. Any wording by the vendor in their response to this RFTP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFTP.
 - e. Failure of any proposed system/services to meet or exceed specifications.

1.3 RFTP FORMAT

Any statement in this document that contains the word "**must**" or "**shall**" or "**will**" means that compliance with the intent of the statement is **mandatory**, and failure by the bidder to satisfy that intent will cause the proposal to be rejected. **It is recommended that bidders respond to each item or paragraph of the RFTP in sequence.** Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response will be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and vendor **must** identify the specific page and paragraph being referenced.

1.4 PROPRIETARY INFORMATION

Proprietary information submitted in response to this (RFTP) will be processed in accordance with applicable State of Arkansas procurement procedures. Responses and documents pertaining to the (RFTP) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor must submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy **must** be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. **If you do not send a redacted copy your entire proposal will be open to public inspection with the exception of financial data (other than pricing).** If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.5 RESERVATION

This RFTP does not commit the State Procurement Official to award a contract, or to pay costs incurred in the preparation of a response to this RFTP. The State reserves the right to accept or reject, in part or in its entirety, any or all proposals received as a result of the RFTP, if it is in the best interest of the State to do so.

1.6 CLARIFICATION OF RFTP AND QUESTIONS

If additional information is necessary to enable bidders to better interpret the information contained in the RFTP, written questions will be accepted until the close of business on **July 29, 2011**. Vendor questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response will be posted on the OSP website on or before the close of business on **August 11, 2011**. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at vendor's risk. Questions should be sent to Rusty Priest at Rusty.Priest@dfa.arkansas.gov.

1.7 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

Vendor may, at the discretion of the OHIT evaluation committee, make oral and/or written presentations to comply with the requirement.

The RFTP evaluation committee chairperson will schedule the time and location for each demonstration or presentation. All presentations are subject to be recorded.

All expenses associated with the initial demonstration except travel, meals, and lodging for State personnel, will be borne by the vendor.

1.8 RFTP EVALUATION

OSP will evaluate all proposals to ensure all mandatory requirements are met. The OHIT evaluation team will then evaluate the technical proposals based on the criteria set forth in Section 4 of this RFTP. Discussions may be held with vendor(s) who submit responses determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of response and negotiation for best and final offers.

1.9 PRICING

Pricing **shall not** be submitted with the technical proposal.

1.10 DEFINITION OF TERMS AND ACRONYMS

The State Procurement Official has made every effort to use industry-accepted terminology in this RFTP and will attempt to further clarify any point of item in question as indicated in "Clarification of RFTP". The words "bidder" and "vendor" are used as synonyms in this document. Other terminology includes:

ACO	Accountable Care Organization
ADH	Arkansas Department of Health
ADT	Admission/Discharge/Transfer
AFMC	Arkansas Foundation for Medical Care
AID	Arkansas Insurance Department
APCD	All Payers Claims Database
ARRA	American Recovery and Reinvestment Act of 2009
CCD	Continuity of Care Document
CDC	Centers for Disease Control and Prevention
CHC	Community Health Center

CIO	Chief Information Officer
CMS	Centers for Medicare & Medicaid Services
CPOE	Computerized Physician Order Entry
DBHS	Division of Behavioral Health Services
DFA	Department of Finance and Administration
DHHS	Department of Health and Human Services
DHS	Department of Human Services
DMS	Division of Medical Services
EHR	Electronic Health Record
EMR	Electronic Medical Record
ESB	Enterprise Service Bus
HBE	Health Benefits Exchange
HEDIS	Healthcare Effectiveness Data and Information Set
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
HISP	Health Information Service Provider
HIT	Health Information Technology
HIT Coordinator	Health Information Technology Coordinator
HITECH	Health Information Technology for Economic and Clinical Health
MITA	Medicaid Information Technology Architecture
MMIS	Medicaid Management Information Systems
MPI	Master Patient Index
MU	Meaningful Use
NwHIN	Nationwide Health Information Network
NPCC	National Park Community College
OHIT	Arkansas Office of Health Information Technology
ONC	Office of the National Coordinator for Health Information Technology
OSP	Office of State Procurement
PCP	Primary Care Provider
PDMP	Prescription Drug Monitoring Program
PHL	Public Health Laboratory
PHR	Personal Health Record
PIN	Program Information Notice
REC	Regional Extension Center
RFI	Request for Information
RFTP	Request for Unpriced Technical Proposal
RLS	Record Locator Service
RQI	Regional Quality Initiative
SDE	State-Designated Entity
SHARE	State Health Alliance for Records Exchange
SOA	Service Oriented Architecture
UAMS	University of Arkansas for Medical Sciences
VA	Veterans Affairs

1.11 PUBLICITY

News release(s) by a vendor pertaining to this RFTP or any portion of the project **shall not** be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's proposal. The State Procurement Official will not initiate any publicity relating to this procurement action before the evaluation process is completed and any resulting contract is issued.

1.12 NEGOTIATIONS

As provided in this Request for Unpriced Technical Proposal and under regulations, discussions may be conducted with vendor(s) who submit responses determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of response and negotiation for best and final offers.

1.13 TYPE OF CONTRACT

The term of the contract **shall** begin on the date of award for an initial term of one (1) year. The contract may be mutually renewed six (6) times in one (1) year increments or a portion thereof.

1.14 RECORDS RETENTION

The Contractor **will** grant access to its records upon request by State or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

The Contractor **shall** retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor **shall** retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

The Contractor **shall** retain all documentation required to be maintained by the Health Insurance Portability and Accountability Act for six (6) years or as otherwise required by HIPAA.

1.15 PRIME CONTRACTOR RESPONSIBILITY

The Contractor **will** be required to assume prime contractor responsibility and will be the sole point of contact for any resulting contracts.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

The Contractor **must** represent and warrant to OHIT that as of the execution date of a Contract:

1. The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
2. There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
3. All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
4. The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

1.16 CONTRACT INFORMATION:

1. The State of Arkansas may not contract with another party:
 - a. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
 - b. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
 - c. Upon default, to pay all sums to become due under a contract.
 - d. To pay damages, legal expenses or other costs and expenses of any party.
 - e. To continue a contract once the equipment has been repossessed.
 - f. To conduct litigation in a place other than Pulaski County, Arkansas
 - g. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of de-installation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - b. Include in its contract that the laws of the State of Arkansas govern the contract.
 - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.

3. The State of Arkansas may contract with another party:
 - a. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
 - b. To lease any hardware or software for a period of time which continues past the end of a fiscal year provided that in the event funds are not appropriated for the equipment/software described in the contract, the State Procurement Official may, upon 30 days written notice to the vendor/lessor, cancel the contract regarding that equipment/software for which no appropriations were made, or, in the event that there are no funded appropriations from which payment can be made for the equipment/software described in the contract, the State Procurement Official may upon 30 days written notice to the vendor/lessor, cancel the contract as to that equipment/software for which there are no funded appropriations from which payment can be made for the equipment/software.

1.17 CONDITIONS OF CONTRACT

The Contractor **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The Contractor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

In addition, the Contractor **shall** indemnify, defend, and save harmless the State, OHIT, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by OHIT arising out of or as a result of:

1. Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
2. Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
3. Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
4. Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws, including but not limited to labor laws and minimum wage laws.
5. The Contractor shall agree to hold OHIT harmless and to indemnify OHIT for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which OHIT may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

1.18 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables. The Contractor **must** retain total liability for equipment, software, and technical literature until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor **will** be liable to OHIT in full for all penalties, sanctions and disallowances assessed against OHIT.

1.19 CONFIDENTIALITY

The Contractor **shall** be bound to confidentiality of any information that its employees may become aware of during the course of performance of contracted tasks in the event a contract is awarded. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

For purposes of this Contract, any information furnished or made available to one party relating to the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers, including but not limited to Protected Health Information as defined by the Privacy Standards promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, **shall** be collectively referred to as "Confidential Information". The Contractor **shall** treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information to the extent that confidential treatment is provided under State and Federal law, and **shall not** use any information so obtained in any manner except as necessary for the proper discharge of its

obligations and securing of its rights hereunder. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party shall have the right to seek all remedies at law or equity to minimize such damage and to obtain compensation.

1.20 CANCELLATION AND TERMINATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

Upon Termination, Contractor **shall** provide full, complete, detailed, and sufficient information and cooperation as reasonably necessary for OHIT personnel or that of its subcontractors or other designated third parties to fully maintain OHIT Properties as well as continue the services of the contract. Contractor **shall** bear its own expenses of Termination. After receipt of a Notice of Termination, the Contractor **shall** submit to OHIT all outstanding claims within ten (10) working days. The Contractor and OHIT may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section. In the event of the failure of the Contractor and OHIT to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, OHIT shall determine, on the basis of information available, and applying in the reimbursement methodology applicable to this contract, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined. If Contractor deems the amount determined by OHIT to be insufficient, such disagreement **shall** be resolved by the Arkansas Claims Commission.

In order to accomplish Termination, Contractor **shall** make any necessary transfers, grants, terminations and assignments, to the extent Contractor is able to do so in accordance with the terms of the applicable third-party agreement, to accomplish the purposes set out herein. For such purposes Contractor **will** create and deliver such documents and instruments as may be requested by OHIT and as may be necessary to terminate Contractor's rights or usage or, as to the items to be conveyed, to convey to OHIT good title, free and clear of liens, claims, encumbrances or restrictions. Contractor **will** exercise its best good faith efforts to negotiate with such third parties at the time Contractor enters into agreements with such parties for the right to Termination as contemplated hereunder without consent from or cost to such third party and to require contractual provisions to that effect reasonably satisfactory to OHIT counsel.

1.21 PERFORMANCE SECURITY

In order to assure full performance of all obligations imposed on a vendor by contracting with the State, the Contractor **will** be required to provide a performance security in an amount of at least 10 percent of the total proposal price submitted by the vendor within 10 working days from date of receipt of the State's written notification by mail of its intent to award a contract. The form of security required **shall** be a performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas or a cashier's/certified check. An irrevocable letter of credit from an Arkansas bank is also acceptable. The State Procurement Official shall award the contract upon acceptance of the performance security. The performance security should be made out to the State of Arkansas and will be on file in the Office of State Procurement.

If a vendor fails to deliver the required performance security, the response **shall** be rejected and discussions may begin with the next ranked response. In the event of a breach of contract, either through quality problems, late delivery, substitutions, non-performance, or other areas within the control of the vendor, the State Procurement Official will notify the vendor in writing of the default and may assess reasonable charges against the vendor's performance security. If, after notification of default, the vendor fails to remedy the State's damages within ten (10) working days, the State Procurement Official may initiate procedures for collection against the vendor's performance security.

In the event of default, and in order to achieve the greatest economy for the State, the State Procurement Official may choose the next highest ranked vendor, re-advertise for proposals, negotiate a purchase, or complete any other action consistent with the procurement laws. The performance security **will** be released at the end of the contract period.

1.22 INSURANCE

The Contractor **shall** provide general liability, professional liability and media liability including data breach insurance naming OHIT as an additionally named insured. The Contractor **shall** also maintain auto liability and worker's compensation insurance and may insure any portion of the risk assumed under the provisions of the contract based upon the contractor's ability (size and financial reserves included) to survive a series of adverse experiences, including withholding of payment by the State, or imposition of penalties by the State. Before delivery of services, the contractor **must** obtain from the insurance company duly authorized to do business in Arkansas, insurance as follows:

The Contractor **must** obtain, pay for, and keep in force the following minimum insurance and **must** furnish a certificate or certificates evidencing that such insurance is in effect to OHIT within 30 days of the contract start date:

1. Liability insurance against bodily injury or death of any person in any one accident in the amount of two hundred thousand dollars (\$200,000) and in the amount of five hundred thousand dollars (\$500,000) for the injury or death of more than one person in any one accident.
2. Insurance against liability for property damages as well as first-party fire insurance, including contents coverage for all records maintained pursuant to the contract, in the amount of five hundred thousand dollars (\$500,000).

1.23 INSPECTION OF WORK PERFORMED

The State of Arkansas, the US Department of Health and Human Services (DHHS), the Office of the National Coordinator for Health Information Technology (ONC), or their authorized representative shall, at all reasonable times, have the right to enter into contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The contractor and all subcontractors **must** provide access to all reasonable facilities and assistance for OHIT representatives. All inspections and evaluations must be performed in such a manner as will not unduly delay work.

1.24 CONTRACT VARIATIONS AND PROVISIONS

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both OHIT and the Contractor **shall** be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

If any one or more of the covenants, agreements, provisions or terms of this Contract **shall** be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms **shall** be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

1.25 OWNERSHIP OF DOCUMENTATION, DATA, & SOFTWARE

All documents and deliverables prepared by the Contractor and accepted by OHIT **shall** become the property of OHIT and **shall not** be used for any other purpose by the Contractor without the OHIT's specific written consent. All data **shall** remain the property of OHIT and/or its data participants and **shall not** be the property of Contractor.

Any applications software developed by the Contractor in the performance of the services under this contract **must** become the property of the State of Arkansas at no additional cost. Any existing software applications (software licenses) owned by the Contractor and used in the performance of the services under this contract **must** be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, **shall** be the property of OHIT. The Contractor **shall** be responsible for the proper custody and care of all OHIT owned property, including OHIT owned property used in connection with the performance of this contract and the Contractor **shall** reimburse OHIT for its loss or damage due to negligence, theft, vandalism, or Acts of God.

1.26 ORDER OF PRECEDENTS

The order of precedents among the Contract documents **shall** be:

1. Contract Award
2. Negotiated items
3. RFTP document
4. Vendor response

In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in the Contract **shall** prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as negotiated. The terms and conditions of each component listed above **will** take precedence over each subsequent component. The State reserves the right to clarify any contractual relationship in writing, with the concurrence of Contractor, and such clarifications shall govern in case of conflict between the Contract components. If this Contract is silent concerning an issue addressed in Contractor's proposal, no conflict in language shall be deemed to have occurred. All features or services in Contractor's proposal shall be presumed to be required to be performed by Contractor unless they are specifically identified in the RFTP as options that may be used by the State at its discretion.

1.27 VENDOR COOPERATION

During the course of the contract, Contractor **must** reasonably cooperate with OHIT and other entities in many respects, including but not limited:

1. The provision of information and/or access to the solution to other vendors, in particular those that may provide Enterprise Services and / or Value Added Services, as necessary for the development of interfaces.
2. Troubleshooting and other technical and administrative use necessary to ensure all services are performing correctly.

SECTION 2 SPECIFIC REQUIREMENTS

2.0 PROJECT CONCEPT

OHIT is seeking a vendor to create and implement an interoperable health information exchange structure for the State of Arkansas known as the State Health Alliance for Records Exchange (SHARE). This RFTP is in support of the SHARE vision to establish a framework to exchange patient health information for the purpose of improving health care quality.

SHARE will support the coordination of patient-centered care, public health management (population health), and clinical quality improvement. SHARE's mission is to be the neutral entity for facilitating authorized sharing of information among all stakeholders to improve the health of Arkansas's citizens. The development of SHARE will advance secure connectivity and serve as a sustainable, interoperable data exchange platform for health-related information.

With SHARE, a basic set of patient clinical health information will be safely and securely available to authorized users when and where it is needed to provide quality health care. Physicians and other health care providers with appropriate security will be able to view health history, recent lab and imaging results, hospital records, medication histories, and other critical information about patients. Availability of this information will reduce duplicate tests and provide information to avoid harmful drug interactions.

SHARE is envisioned to utilize highly flexible, scalable, and component-based Service Oriented Architecture (SOA) allowing for incremental addition of services. Components would be loosely coupled with a preference for web services interfaces. Initial data exchange priorities include core patient demographic information, record locator services, provider indexes, secure messaging, laboratory data and patient summary exchange, and facilitating e-prescribing. Additional functionality and features will be added through the successful phased deployment of SHARE.

2.1 PROJECT OVERVIEW

Federal funds were made available on February 17, 2009 when President Obama signed the American Recovery and Reinvestment Act of 2009 (ARRA). Title XIII of Division A and Title IV of Division B of ARRA, together cited as the Health Information Technology for Economic and Clinical Health Act (HITECH Act), include provisions to promote meaningful use of health information technology to improve the quality and value of American health care.

Meaningful use of certified electronic health records as determined by the Centers for Medicare and Medicaid Services (Centers for Medicare and Medicaid Services, United States Department of Health and Human Services, http://www.cms.gov/EHRIncentivePrograms/30_Meaningful_Use.asp) will include first the ability to exchange health information followed by actual flow of health information across providers. To help facilitate mechanisms through which individuals, health care providers, and health organizations can share health-related information, Section 3013 of ARRA laid out a plan to award state grants to promote health information technology.

OHIT received final notice award and plan approval on February 25, 2011.

2.2 PROJECT OBJECTIVES

OHIT has the following objectives for SHARE:

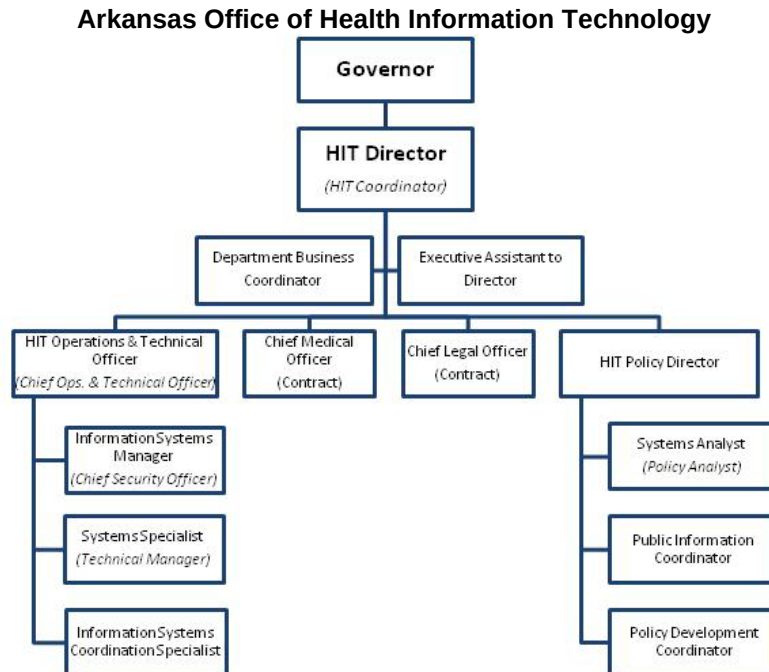
1. Provide connectivity services that enable the advancement and improvement of: quality of care and patient outcomes, cost-effectiveness of care delivery and, public health capabilities.
2. Provide a method for healthcare providers, related and/or allied health services professionals, and public health authorities to have real-time access to patient information and clinical decision support capability that is secure and protected by current federal and State privacy and security laws.
3. Provide consultation and/or recommendations pursuant to the mandate that created OHIT - to oversee development and implementation of appropriate technology, standardizing data, develop processes to ensure security and patient confidentiality, comply with applicable federal standards and requirements, ensure Nationwide Health Information Network (NwHIN) connectivity, and promote awareness and use of electronic exchange.
4. Implement an architecture that is interoperable and can exchange information in the most secure and expeditious manner possible.
5. Implement an architecture that enables other collaborative partners, (i.e. Arkansas Department of Human Services, Arkansas Division of Medical Services (Medicaid), Health Benefits Exchange (HBE), an evolving All Payers Claims Database (APCD) and a recently authorized Prescription Drug Monitoring Program (PDMP)), to access and utilize core services, including but not limited to the master person index and record locator service.
6. Provide Arkansans with the ability to readily access health information that helps them manage their personal health and improve access to information that will maximize their participation in individual or family members' healthcare.

- a. SHARE will support their right to control access to their personal health information by providing decision-making tools. This support will be based on a combination of technical, policy and procedural solutions that will evolve as the system is developed.

2.3 ORGANIZATION OVERVIEW

While initially established by Governor Beebe by Executive Order on May 11, 2010, Act 891 of 2011 during the 2011 Legislative Session authorized OHIT to create SHARE and established the appropriations for personnel and the ability to expend funding received through the ARRA/HITECH HIE Cooperative Agreement. OHIT is dedicated to improving health care in Arkansas. For more information on the OHIT go to the website at: <http://ohit.arkansas.gov>.

Organization chart for OHIT



2.4 PHASED APPROACH TO SHARE

In order to facilitate Stage 1 HIE MU requirements, OHIT has proposed a phased process in the development and deployment of services for SHARE. During Phase I SHARE **will** utilize secure messaging facilitated by Direct standards and process protocols to facilitate stage 1 MU for Arkansas providers. In order to achieve secure messaging, the HIE **must** have core components and functionality which include a Health Information Service Provider (HISP) and an index of individual providers.

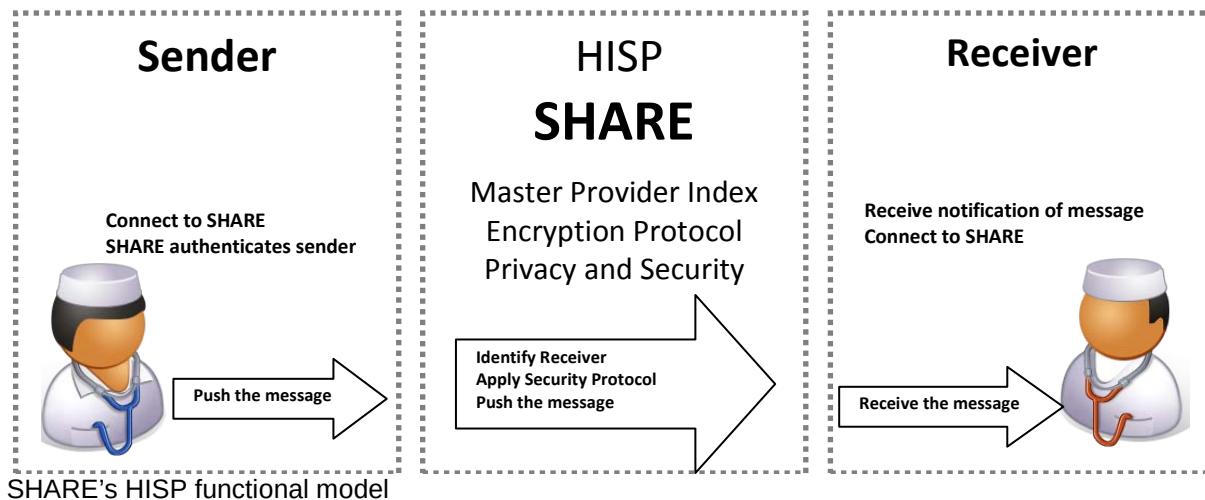
Phase II **will** focus on the development of core services for a more robust system, which **will** provide the infrastructure required for a more integrated HIE system.

PHASE I – INFRASTRUCTURE COMPONENTS

The following **shall** be required:

1. **Provider index and directory:** Identify and locate providers (doctors and other providers) based on national provider identifier validation. Incorporation of this component **will** take place during Phase I deployment. Preliminary activities and data sharing agreements are underway with the Arkansas BlueCross and BlueShield and the Arkansas Division of Medical Services (Medicaid) to provide data required for development.
2. **Secure messaging:** Includes the ability to issue and / or recognize digital certificates and querying system.
3. **Authentication/security component:** Includes user authentication; authorization; non-repudiation; encryption; and access control functionality, including audit logging.
4. Incorporation of **Direct Standards**
5. **Health Information Service Provider (HISP)**
 - a. Security Protocol/Processes
 - b. Security Trust Agent
 - i. Domain Names, Addresses, and Associated Certificates
 - ii. Signed and encrypted Internet Message Format documents
 - iii. Message Disposition Notification

- iv. Trust Verification
- v. Certificate Discovery through the Domain Name System (DNS)



6. **Web Portal:** In order to ensure that all providers have a mechanism for meeting MU requirements, a web portal **will** be developed for those providers without electronic health record (EHR) or electronic medical record (EMR) systems capable of facilitating secure messaging. This **will** be a collaborative effort led by the Arkansas Department of Information Systems (DIS).
7. **Data warehousing mechanism/process:** Capabilities **will** be required for SHARE, including database administration. These resources may be available as an existing State resource and may be acquired through the State. If not available via a State entity or mechanism, the data warehouse **must** be located within the State.
8. **Server operations and support:** Includes operational administration **will** be a requirement to facilitate SHARE.

PHASE I - OBJECTIVES

1. Provide secure messaging utilizing Direct standards to facilitate Stage 1 MU for eligible professionals (providers, hospitals, etc...) and public health.
2. Support / enable Stage 1 MU requirements (structured lab results, clinical summaries and e-prescribing).

PHASE II

Phase II **will** begin development after the successful development of an implementation plan of Phase I. The ground work for some of the Phase II services, such as the Master Person Index (MPI) may overlap with Phase I due to the complicated nature of some of the planned objectives. This ground work **will** include collaborative efforts with other State entities; therefore, data use agreements and contracts **will** be developed to move forward to Phase II in order to develop a comprehensive MPI.

PHASE II –COMPONENTS

Phase II components **shall** include, but are not limited to:

1. **MPI:** Used to link specific patients to specific data. The index **will** have a "record locator service" and "mismatch" reconciliation processes. The index **will** require appropriate staff resources to manage any duplication and may create a system-assigned Universal Patient Identifier for internal use.
2. **Data dictionary and vocabulary standardization:** **Will** create a standards-based "data normalization" process for diseases, lab results, diagnoses, and decision support.
3. **Enterprise Service Bus (ESB)** Used for secure exchange of standard HIE transactions (e.g. HL7, CDA, CCD, CCR, X12):
 - a. Support for browser, batch, real-time and web service transactions
 - b. Full message visibility and audit logging
 - c. Management tools for message routing rules management
 - d. Flexibility and extensibility to grow beyond standard HIE transactions (e.g. Immunization, vital records, payer claims, etc.)
4. Business intelligence and reporting across the enterprise.
5. **Standards-based component:** **Will** utilize standard communication protocols, nomenclature, and clinical terminology including, but not limited to, any defined by Direct, HL/7 Clinical Document Architecture, SNOMED CT, and ICD-10. Other standards, or evolving standards and transport technologies, include SOAP; CCD (continuity-of-care document); XML, JSON, and BSON; DICOM; and LOINC. Initially, HL/7 standards **will** be utilized to facilitate secure messaging and expanded as the scope of SHARE expands.

2.5 **PROPOSED TECHNICAL ARCHITECTURE**

SHARE **will** coordinate with the State Medicaid Management Information System (MMIS) to provide the information sharing infrastructure for exchange of electronic eligibility, claims, medication ordering and tracking, patient interaction, and quality reporting. As the State Medicaid program advances its selection of the MMIS solutions, SHARE **will** work directly to provide and support the electronic information exchange component of that system for Medicaid providers and patients. As a State resource, SHARE's core services and some functionality **must** also be available to the Health Insurance/Benefits Exchange, in the event that the State deploys this exchange.

The technical infrastructure of the SHARE network **will** support recognized data standards, code sets, and exchange standards for each component architectural layer. Those layers **shall** include:

1. technical
2. privacy and security
3. administrative management
4. clinical context
5. NHIN.

SHARE **will** be designed to permit participants (clinical and administrative) to incrementally migrate from a basic exchange to full integration as national, State, and user-based standards and associated technologies evolve. The role of SHARE **will** be to incorporate data from many sources and formats as standards and technologies evolve to facilitate exchange and to meet national standards.

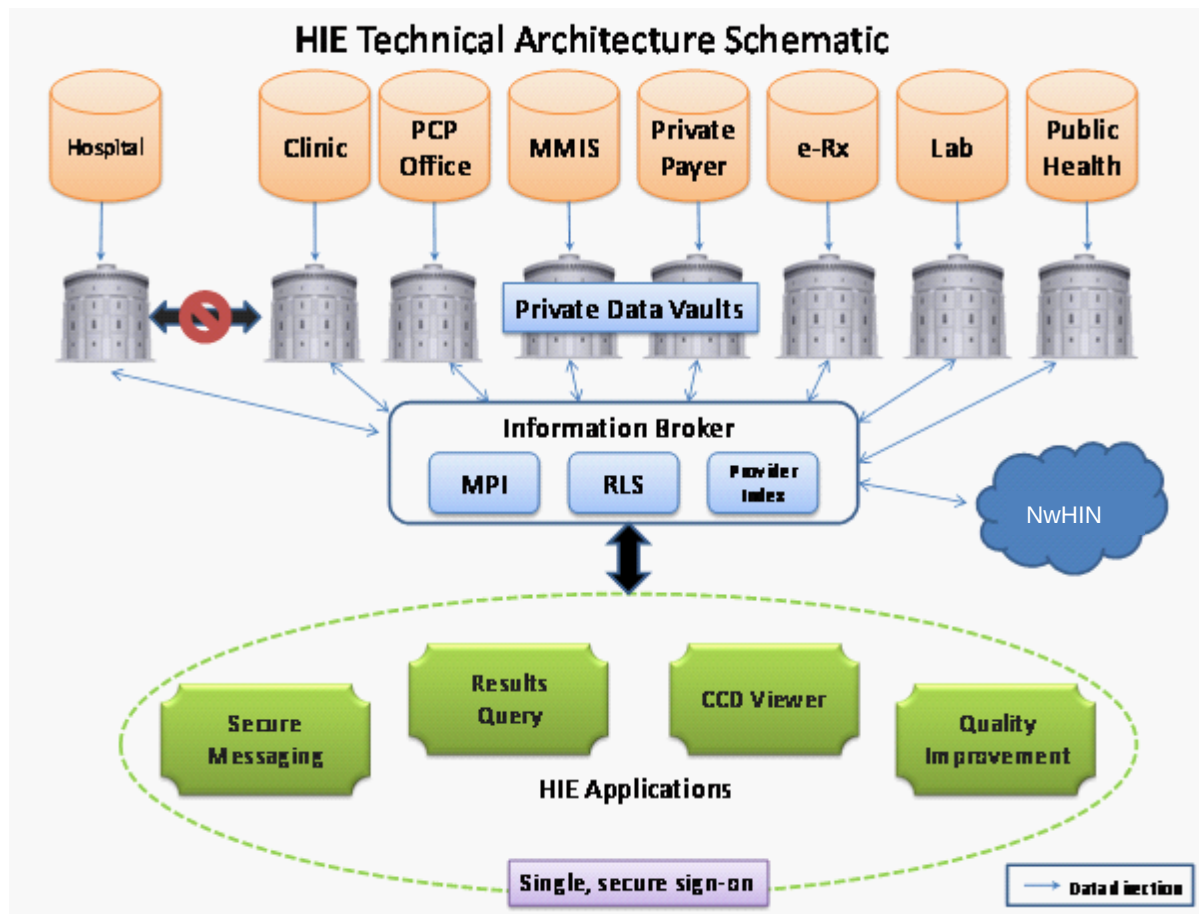
SHARE **will** seek to capitalize on existing community, private, and public, health information exchange capabilities to build a State-wide HIE. SHARE **will** participate with other participants in the NHIN to facilitate and promote care coordination with local Veterans Administration, public health, and military health systems (DOD).

SHARE **will** have an architecture of provider specific data vaults (private databases) connected across the exchange to share and exchange information. A MPI and record locator service **will** provide patient/record matching services that **will** link and index the data stored in the data vaults. A central "information broker" **will** provide patient index, provider index, and record locator services. A high-level architectural schematic (**Figure 1**) incorporates these infrastructure features and others. The technical hardware and software for the planned technical architecture **will** be provided by SHARE.

Other features of the architecture **will** allow the following:

1. A central services hub (see HIE technical architecture, **Figure 1**) **will** contain a master index of patients, providers at both the entity and individual levels, and locations of participating systems
2. Queries **will** be made against the data vaults through a central application
3. Capability for "push" messaging between known entities (provider-to-provider) **will** be possible for all transactions allowed under the Health Insurance Portability and Accountability Act (HIPAA) and State laws and will be incorporated in Phase I deployment of SHARE.
4. The system **will** be able to discover the location of relevant records housed community-wide in later phases of deployment
5. The system **will** make it relatively easy to incrementally add end-user participant systems.

Figure 1. HIE Technical Architecture Schematic



2.6 SHARE FUNCTIONALITY

Data **will** be combined and presented in an integrated patient-centric method using a common user interface and provide interfaces for integration to existing clinical systems during later phases of SHARE's deployment. Functionality and interfaces **will** be developed using a phased implementation.

The following design principles and requirements are proposed for SHARE, which **must** include:

1. Be "vendor neutral" (i.e., vendor products must be non-proprietary and interoperable with others);
2. Rely on a network, or infrastructure, to provide backbone service functionality;
3. Focus on facilitating exchange of information rather than end-user application functionality;
4. Support construction and aggregation of the longitudinal patient record for secure sharing to and among authorized users across the network;
5. Have scalable and expandable technical architecture;
6. Utilize standard security protocols supporting user authorization, authentication, non-repudiation, encryption, and administration as well as security auditing functions;
7. Utilize standard data storage and management protocols normally associated with large IT solutions and available in the market today;
8. Be supported by an industry standard business continuity and disaster recovery infrastructure and processes.

2.6.1 INTEROPERABILITY AND MEANINGFUL USE

The prioritized focus of SHARE for interoperability and meaningful use criteria **will** be:

1. **Clinicians** (physicians, nurses, hospitals, clinics, laboratories, pharmacies and eligible professionals as defined by ONC)
2. **Citizens** (patients, consumers)
3. **Public health** entities, including registries
4. **Payers** (private and public)

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Describe your organizational philosophy toward guaranteeing that providers using your HIE platform in conjunction with a certified electronic medical record system will attain Meaningful Use and be eligible for the Medicaid and Medicare incentive payment programs.
2. Describe how your technical solution will facilitate SHARE meeting the HIE meaningful use requirements: structured lab reporting, e-prescribing, sharing clinical summary information and secure messaging.
3. **eRX:** How can an electronic prescription solution be included in your HIE solution to allow providers to meet Meaningful Use in 2011 and continue to meet it in future stages? What is your experience integrating a pre-existing solution such as SureScripts into a web-based portal or HIE solution?
4. **eLabs:** How can an electronic laboratory solution be included in your HIE solution to allow providers to meet Meaningful Use in 2011 and continue to meet it in future stages? What type of experience do you have integrating with LabCorp, Quest, or other lab systems through a HIE?

2.6.2 HIE CONSTRUCTION

Vendor(s) must provide their methodology for constructing and enabling connectivity for the HIE in their proposal. This includes but is not limited to:

1. Technical Specifications
2. Hardware Acquisition/Provisioning
3. Back-loading Data (Provider Directory, MPI, etc.)
4. Establish documentation and standards for HIE participants
5. Procedures for authentication, access, authorization and auditing
6. Connectivity configuration (internal and external)

2.6.3 DEPLOYMENT MODELS

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. What deployment model do you specialize in (externally hosted, ASP, Cloud, internally hosted, SAAS, etc)?

2.6.4 DATA WAREHOUSE AND REPOSITORY

Hosting of all data **must** occur in State, preferably hosted by a State resource (i.e. DIS).

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Describe the specifications for the hosting facility (if not hosted by a State resource) including security measures & intrusion detection, audit trails, around the clock physical security measures, periodic security assessments, locked facility access, system backup processes, fail-over mechanisms, water detection, zone based air conditioning, network capacity, network redundancy, and back-up generator capabilities.
2. Describe your disaster recovery and data center redundancy processes.
3. Explain what vendors and architecture you use for data storage and maintenance.

2.6.5 WEB BASED PORTAL

SHARE **will** include the ability to connect, retrieve, view, and push information through a web-based portal. Additionally, the web portal **will** be utilized by other State entities as a State utility and SHARE requires the ability for those entities to connect through a single sign-on mechanism.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Describe the modules available for integration into the web-based portal.
2. Describe the functionality and data captured and exchanged through the modules.
3. How open is your portal solution to third party applications, customization and development?

2.6.6 MASTER PROVIDER INDEX

A master provider index **shall** be required in order to ensure that SHARE's end users are appropriately identified and that transmissions are received by the correct providers/end users. The index will be utilized by the Arkansas Division of Medical Services (Medicaid) and **must** be developed to facilitate this aspect operationally.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Describe your methodology for developing and maintaining a master provider index, including data sources available through your resources and those required of the State.

2.6.7 MASTER PERSON INDEX (MPI)

The MPI **must** be flexible, have customer manageable algorithms for automatic deterministic and probabilistic matching tools, administrative consoles for managing person merging and unmerging with audit logging and notification system and trading partner console for managing local duplication.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Provide details on the Master Person Index including the process for the initial load of the MPI.
2. Describe the data fields used in your MPI and how the MPI can accommodate future data elements.
3. Please include a response for your preferred MPI solution as well as your ability to interoperate with other MPI models.

2.6.8 PATIENT IDENTIFICATION AND MANAGEMENT

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Explain how your MPI solution handles unmatched and overmatched patients.
2. Operationally, how are MPI records matched?

2.6.9 DATA AGGREGATION SERVICE

The solution must have the following capabilities or components and vendor(s) must provide descriptive information in their proposal how their solution will meet these requirements:

1. Engineered to collect data once with the ability to reuse and apply multiple use cases now and new use cases in the future without redesign of the data model,
2. Robust architecture designed for maximum availability, rapid data ingestion and sub-second query response time for near real-time access,
3. Flexible design enabling standard and non-standard message ingestion that can store data and metadata in context with the capability to add new context over time,
4. Multi-dimensional data access capabilities where distinct users and user types are able to access common data in context to their role and access rights,
5. The ability to explore data in multiple dimensions (e.g. by physician, by practice, by patient, by lab type, de-identified, by cohort, etc.),
6. Describe your plan to address and facilitate the ICD-9 to ICD-10 conversion in your HIE solution and what is the timeline proposed for completion of this conversion,
7. Has your solution interfaced with a State All Payers Claims Database (APCD), if so how has your solution facilitated this interface and what are the data requirements?
8. Scalable architecture capable of growth beyond current HIE use cases; considering how such a solution may grow to serve multiple stakeholders such as providers, payers, public health organizations and patients in relation to the total population considering population growth over time,
9. Granular data security and access control down to the data atomic and metadata level,
10. Breach notification protocol and disaster readiness and recovery protocol.

2.6.10 INTERSTATE EXCHANGE

The vendor **must** manage the interchange of data with states where medical and public health service areas overlap and standards for access and privacy may differ.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Describe your approach to interstate exchanges.

2.6.11 RECORD LOCATOR SERVICE (RLS)

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. How will the RLS identify the type of information available through the HIE (e.g. CCD, ADT, lab result, immunization history, medication history) and sort that information to be most relevant and useful for the provider?
2. Describe the RLS process and flow in the proposed hybrid architecture model.

2.6.12 CONTINUITY OF CARE DOCUMENT (CCD)

The HIE solution **must** support the exchange of the Continuity of Care Document (CCD) in compliance with ONC endorsed interoperability standards. This **shall** include the ability to provide a patient-level clinical summary document that is transferred between health care providers when a patient is referred to a specialist or admitted or discharged from a hospital or any transitional care setting.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. How does your solution support the successful exchange of the CCD?
2. What are the major barriers for successful exchange of clinical data through a CCD?

2.6.13 HEALTH INFORMATION SERVICE PROVIDER (HISP)

In order to facilitate secure messaging and support direct standards and specifications, HISP services **will** be required.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Describe your technical and operational approach for the following:
 - a. Security Protocol/Processes
 - b. Security Trust Agent
 - i. Domain Names, Addresses, and Associated Certificates
 - ii. Signed and encrypted Internet Message Format documents
 - iii. Message Disposition Notification
 - iv. Trust Verification
 - v. Certificate Discovery Through the DNS
2. What is your experience with directory-based routing services and secure messaging between providers?
3. Describe your solution's capabilities related to the following:
 - a. Provider directory services
 - b. Provider-provider secure messaging
 - c. ADT – Admit, Discharge, Transfer including discharge summaries and referrals
 - d. Orders
 - e. Results

2.6.14 CREDENTIALING AND AUTHENTICATION

Credentialing **must** prove to the HIE that the person is who they say they are and determine the level of access they will have. Authentication controls **shall** provide functionality to identify who is allowed to access the statewide HIE.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Describe your solutions credentialing and authentication process for:
 - a. Clinical providers through an EMR system
 - b. Clinical providers through the web-based portal
 - c. Public health programs
 - d. Administration/Technical Support
 - e. Patients
 - f. Other users including the possibility of insurers, employers, researchers, etc.

2.6.15 ACCESS AND ROLE BASED SECURITY

The HIE **must** restrict access to only those who need to be on the system. Access and authorization controls **must** facilitate role-based security to manage how an individual user is permitted to use the statewide HIE. Access rules **will** support privacy and security policies such as patient consent and **will** apply restrictions on access to specified health information.

Access controls **must** include, at a minimum:

1. Unique user IDs for each user that can be administered by SHARE or delegated to participating health care system.
2. Restriction of application and/or function within the application to specific user IDs using role based security
3. High level encryption on passwords or biometric access

Access levels may need to differentiate based on the HIE user type. Functionality and role based security access **must** include, but is not limited to:

1. Physicians
2. Nurses
3. Clinical support staff
4. Pharmacists
5. Laboratory technicians
6. Public health
7. Insurers
8. Patients or authorized representatives

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. How will your solution control the level of access through EMR and web-based portal connections to the HIE?
2. Describe how your HIE solution determines the level of access and how views of the health information will be different depending on the level of access or role of the individual accessing the HIE.
3. How does your system maintain provider relationships across health system facilities?

4. As physicians move from one health care entity to another, how does your system manage changes in their credentialing and role-based access?
5. How will participating health care systems be able to manage user id's for their functional area?
6. Describe how trust management will be achieved during Phase I of SHARE's deployment.

2.6.16 SINGLE SIGN ON

SHARE **shall** incorporate a single sign-on capability for clinicians and other users of the HIE to leverage credentials of their local EMR and not have to re-enter their password or log on multiple times to access necessary information and this will be a coordinated resource between other collaborative partners of SHARE.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Describe your previous execution of Single Sign-On systems and user authentication through an EMR.
2. How can SHARE and its connected systems be accessed using a Single Sign On in efforts to increase usability?

2.6.17 ROUTING, SECURE, MESSAGING, AND DIRECTORIES

The proposed solution **will** be responsible for securing messaging between providers, transmitting Admissions / Discharge / Transfer (ADT) information, providing directory services, clinical and the routing of information across the ESB and HIE.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. What is your experience with directory-based routing services and secure messaging between providers?
2. Describe your solution's capabilities related to the following:
 - a. Provider directory services
 - b. Provider-provider secure messaging
 - c. ADT – Admit, Discharge, Transfer including discharge summaries and referrals
 - d. Orders
 - e. Results
3. How do you securely route all this information in your system?
4. Please address how you will assure use of up-to-date Direct specifications in your proposed technical solution to facilitate secure messaging.
5. How do you securely route all this information to users within your system?
6. How do you manage verification and acceptance of credentials from users outside your system?

2.6.18 RENDERING DATA IN MOTION AND DATA IN REST

The vendor **must** remain in compliance with, and support encryption, networking, and connectivity standards specified, adopted, or endorsed by the US Department of Health and Human Services (HHS), National Health Information Network (NHIN), and the Office of the National Coordinator for Health Information Technology (ONC), including, but not limited to, technologies and methodologies that can be used to render personal health information unusable, unreadable, or indecipherable to unauthorized individuals for data in motion and data at rest.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Describe your approach to render personal health information unusable, unreadable, or indecipherable to unauthorized individuals for data in motion and data at rest.

2.6.19 ENTERPRISE SERVICE BUS (ESB)

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Describe the following regarding your solutions Enterprise Service Bus (ESB) for secure exchange of standard HIE transactions (eg. HL7, CDA, CCD, CCR, X12) to include:
 - a. Support for browser, batch, real-time and web service transactions
 - b. Full message visibility and audit logging
 - c. Management tools for message routing rules management
 - d. Flexibility and extensibility to grow beyond standard HIE transactions (e.g. Immunization, vital records, payer claims, etc.)

2.6.20 CONSENT MANAGEMENT

This **shall** include capabilities to implement and manage various consent models, including but not limited to opt out and active, the incorporation of advance directives and issues related to interstate HIE.

Consent management for patients **will** allow them to opt out of SHARE. A system **must** be in place to allow patients to opt out, track opt out decisions, show patient status of being in or opting out of the system, prevent patients from having to

opt out multiple times, considerations for protected health information and apply restrictions on access to specified health information based on opt out decisions.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Describe how patient consent can be recorded in the Statewide HIE through your solution.
2. What is the process for providers or HIE administrators to document opt out status or a change in patient consent through your solution?
3. Describe how specific clinical data (e.g., HIV/AIDS, substance abuse, mental health, etc.) and/or protected health information can be suppressed if there is not consent to access that type of data through your solutions.
4. Explain how your solution supports and audits “break the glass” capabilities?
5. Explain how patient consent for vulnerable populations will be addressed in your solution when traditional parameters do not apply (e.g. foster care, custodial and non-custodial parent consent, crime victims, etc.).

2.6.21 PUBLIC HEALTH SERVICE REQUESTS

The HIE solution **must** communicate with Public Health entities. Arkansas's public health agencies are not fully equipped for electronic data exchange and SHARE **will** be required to facilitate expanded electronic information exchange. This **will** include but is not limited to immunization and other registries, reportable diseases, and surveillance data.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. How does your solution plan to communicate with Public Health entities in Arkansas and facilitate communications between public health and other health services organizations?
2. Describe how your solution will be able to automatically pull information from EMRs and send required data elements to the Arkansas Department of Health and describe how your solution would support Public Health data entry through the web-based portal.

2.6.22 EMERGENCY COMMUNICATION

SHARE **must** be able to communicate emergency related information to its authorized users in the case of public health emergencies, disease outbreaks, natural disaster planning, and more.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. How can your solution support emergency communication capabilities?

2.6.23 CONNECTIONS TO THE NwHIN

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. How can your solution intend to connect with the NwHIN and conform to the most current and to future technical specification for the NwHIN as approved by the ONC?

2.6.24 INTERFACES AND SERVICE REQUESTS WITH EMRS

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Detail your internal process to ask for new interfaces with the proposed HIE solution, including options for creating new interfaces.
2. Since SHARE will work with all providers in the State in order to help them achieve Meaningful Use, what would you do as the vendor to ensure there is no additional cost to the provider for the interfaces necessary to connect to the HIE?

2.6.25 BUSINESS INTELLIGENCE REPORTING

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. How does your system address enterprise Business Intelligence/Reporting across a network of federated and hybrid data/information sources?
2. Have you implemented/integrated with an enterprise Business Intelligence/Reporting solution? If so, which products?
 - a. Provide examples where this has been implemented (organization/location, which product, how long in production, successes, etc.).

2.6.26 RESEARCH ANALYTICS

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Does your company have experience with providing data for research purposes? If so, please provide details.
2. What is your procedure for ensuring de-identified and HIPAA compliant information?
3. What data can your solution easily provide to conduct future evaluations of the HIE's impact on health care outcomes and efficiencies?

2.6.27 QUALITY REPORTING

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. What does your solution offer in terms of quality reporting?
2. Explain your solution's ability to allow providers to push quality data to the statewide HIE for meaningful use incentives.
3. Explain the solution's ability to automatically pull, capture, and report quality, performance, and/or accountability measures from EMR systems.
4. Does your system support Healthcare Effectiveness Data and Information Set (HEDIS) measurements at various performance levels (e.g. provider, hospital, payer, etc.)? If so, please provide details.
5. Does your system support or enable Accountable Care Organizations (ACO) requirements and/or interfaces? If so, please provide details.

2.6.28 APPLICATION QOS SUPPORT

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. How do you manage Quality of Service and by what metrics?

2.6.29 RULES BASED CLINICAL DECISION SUPPORT

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Has your solution provided any system or rules based clinical decision support? If so, please describe.
2. How could you envision rules based clinical decision support playing a role in the HIE?

2.6.30 PERSONAL HEALTH RECORDS, PATIENT PORTALS, AND PATIENT ENGAGEMENT

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Does your solution offer the capability for patients to connect via a personal health record (PHR) or patient portal? If so, with which PHR product(s) is your solution compatible?
 - a. Provide examples where this type of connection has been implemented (organization/location, which product, how long in production, successes, etc.).
2. How do you envision PHRs working in the future? How important is patient's interaction with their own health care and medical records? What changes in that interaction do you see moving forward?
3. Explain how your solution will handle information exchange and dialogue between patients and providers.

2.6.31 ELECTRONIC CLAIM ELIGIBILITY AND CONNECTING THE PAYERS/INSURERS

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Does your solution support electronic claims eligibility (the ability to verify a patient's insurance eligibility and authorization for care, procedures, medications, etc)?
 - a. Provide examples where this has been implemented (organization/location, which product, how long in production, successes, etc.).

2.6.32 ELECTRONIC MEDICAL RECORDS SYSTEM "LIGHT"

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Does your solution have a web-based "light" version of an EMR that can be utilized by providers without access to a vendor provided EMR system? If so, will your product facilitate the provider(s) meeting all stages of MU requirements including and beyond Stage 1 based upon current and projected MU requirements?

2.6.33 AUDITS

A SAS 70 audit **will** be required. Audits **will** be required during the testing periods of the multiple phases of SHARES deployment as well as the end each of the fully deployed phase.

Upon termination of the contractor's services, the contractor **will** obtain a close-out audit. The audit covering the final twelve-month contracted period **will** be performed by an Arkansas Licensed Certified Public Accounting firm. This close-out audit **will** be performed to determine that all provisions of the contract have been fulfilled. The audit **must** also establish the validity of all balances as of the end of the contract period. The resulting report **shall** be delivered to the OHIT not later than six months after the termination of the contract. Failure to provide the report to OHIT within the six-month period **will** result in penalties as described below.

The Contractor **shall** maintain at all times and will make available within three working days of request all records described in the contract audit requirements. Contractor **shall** produce the records requested in a timely fashion or agrees to pay three hundred dollars (\$300) per request per workday or any part of a workday (past the allowable three workdays) for failure to produce requested records. If, upon review, the records fail to comply with terms and conditions, Contractor **shall** pay the same amount for each workday or part of a workday the Contractor fails to correct the records to the State's satisfaction.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Explain the methodology and the periodicity in which you facilitate SAS70 audits.
2. What other auditing methods do you utilize?

2.7 SUPPORT AND SERVICE

The Contractor **shall** be responsible for support and maintenance of the developed system.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Bidders **shall** outline their support processes in their proposal to include at a minimum:
 - a. length of support
 - b. support included in initial contract, and support extension
 - c. Give details about your Master Data Management/monitoring support
 - d. software support
 - e. hardware support
 - f. Provide information on inbound and outbound support detail
2. Provide information regarding your day-to-day help desk support of your proposed solution. Who will be responsible for the administrative duties? An expectation of 24/7 at 365 days is anticipated. How will your staff facilitate this request?
3. Describe previous service level agreement terms you have supported.

2.8 PROJECT MANAGEMENT PLAN

Below is a proposed task list for the implementation of phases I and II of SHARE's deployment but is not exhaustive and does not outline subsequent phases of development and/or deployment.

Phase	Task	Description
I & II	Project Management	A project management process <u>must</u> be established in order to adequately plan all phases of implementation is required and <u>must</u> be approved by both the vendor and appropriate OHIT staff.
I	Contract Negotiations	Finalize appropriate contract negotiations with fiscal agents for both parties.
I	Documentation	Documentation of the technical solution and technical requirements are to be submitted to OHIT. A definition of operational parameters including but not limited to database and data warehousing requirements, disaster protocols, backup and redundancy and operating cycles should be provided.
I	Project Plan	Develop and submit a project plan for the major components required to deploy Phase I.
I	Deployment Plan for Testing Period	Develop and submit a plan for deploying a testing period during Phase I to include success and failure criteria. Including corrective measures based upon most likely failure scenarios along with an updated timeline.
I	Statewide Deployment Plan	Develop and submit a project plan and timeline for statewide deployment of Phase I to include success and failure criteria and corrective measures based upon most likely failure scenarios along with an updated timeline.
I	Plan for Phase II	Develop and submit a project plan and timeline for the development of Phase II major components to include MPI and RLS.
II	Project Management Services	Continue to provide project management support through Phase II.
II	Project Plan	Develop and submit a project plan for the major components required to deploy Phase II.
II	Deployment Plan for Testing Period	Develop and submit a plan for deploying a testing period during Phase II to include success and failure criteria. Including corrective measures based upon most likely failure scenarios along with an updated timeline.
II	Statewide Deployment Plan	Develop and submit a project plan and timeline for statewide deployment of Phase II to include success and failure criteria and corrective measures based upon most likely failure scenarios along with an updated timeline.
II	Project Plan	Develop and submit a project plan along with a timeline for future phases of SHARE's scope of services.
II	Long Range Planning	Develop a long range plan for continued support and maintenance of SHARE.

OHIT desires to implement the technical solution and services in a phased approach. The proposed timeline will be aggressive. However, meeting these deadlines is vital to the overall success of SHARE. Eligible providers and hospitals **must** be able to qualify for incentives starting in 2011.

The Contractor **shall** provide deliverables in a timely manner or agrees to pay five hundred dollars (\$500) per workday per deliverable for each day the deliverable is late or unacceptable.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Bidders **must** provide in their proposal a detailed description of their project management/implementation methodology and procedures.
2. All HIE components are essential to ensure that every eligible provider and hospital in the State with a certified EMR can attain meaningful use at every stage. Describe how you will ensure that your HIE solution will meet all future Meaningful Use requirements within 90 days of their release.
3. Describe how your schedule will match the attached timeline (Appendix A) we have outlined for the installation and implementation of SHARE. How would you envision a phased deployment of your solution?
4. Describe process for defect tracking throughout the implementation phases. Minimum information needed includes:
 - a. Description
 - b. Impact
 - c. Date
 - d. Projected Resolution Target
 - e. Testing Results
 - f. Resolution
 - g. Client SignoffWill this be the same tracking system used for production issues? Will this be the same for testing upgrades/patches?
5. Describe your organization's initial implementation strategy and recommendations and your experience with initial and/or pilot implementations for other HIEs.
6. Describe the assistance and availability that will be provided to the first connector sites. A proof of concept period **must** be built into the initial deployment of all phases of SHARE's development.
7. Describe how this can be deployed and facilitated at the vendor's site with a transition to an in-State data facility. For example please provide information regarding:
 - a. Technical documentation
 - b. Loading master provider index
 - c. Adding users from that provider
 - d. Technical questions
 - e. Additional operational functions
8. Each Phase **will** include initial connections to the HIE pilot sites, followed by rollout to the rest of the state. For each Phase, describe your approach and plan for a State-wide rollout implementation upon conclusion of the initial implementations including criteria, tasks, timelines and staffing requirements for determining appropriate implementation sites.
9. Will support be the same as the first implementation sites? If not, how will it be different?
10. For Phase I specifically, describe your organization's methodology to ensure that every provider in the State will have the ability to use the HIE to meet 2011 Meaningful Use requirements.
11. Explain the 'implementation' models available (e.g. model timelines for deployment, pilot/testing parameters, testing participant types (hospital, clinics, rural providers, etc...)).

2.9 TESTING REQUIREMENTS

The contract **will** include acceptance testing by OHIT permitting a limited range of changes and modifications by Contractor and within prescribed time limits until OHIT can verify that the System meets the terms of the Proposal and the documentation.

A pilot or testing **will** be required in all phases of SHARE's deployment and its project advancement is contingent upon the acceptance criteria for each deliverable and success of each phase of the process. The criteria **will** be based on mutually agreed upon deliverable outlines. The deliverable outlines **will** establish the purpose of the deliverable and describe the content.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Describe your process for maintaining test, training and production environments.
2. What are your internal testing procedures for upgrades/bug fixes?
3. What processes are used for software updates and how are they rolled out through the environments?
4. What sort of coordination/testing is done with the client?
5. Are there different processes for minor vs. major releases?
6. Describe your processes for determining acceptance standards for projects.

2.10 TRAINING

As an integral part of any contract awarded as a result of this RFTP, thorough, hands-on training **must** be provided on-site. A timeline for training will be developed and agreed upon by OHIT and the vendor. Due to the collaborative nature of SHARE and shared infrastructure components, training **will** be required for up to 20 staff members from collaborative partners of SHARE and OHIT. Training **must** include but not limited to technical and operational aspects of the technical solutions.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Describe your training methodology including training material samples.

2.11 DOCUMENTATION

At no charge, the contractor **must** provide five (5) sets of technical documentation at time of implementation.

The Contractor **shall** be responsible for providing to the State complete, accurate, and timely documentation of the operational SHARE. The Contractor **shall** provide one CD and one electronic copy to OHIT within twenty days of the date OHIT gives final approval of the acceptance testing prior to beginning the operational phase. The documentation **shall** also be available to OHIT on the LAN/WAN or web site within the same time frame. For modifications to the system, the Contractor **shall** provide the required documentation to OHIT in the same formats within twenty working days of final approval from OHIT to fully implement the modification.

The contractor **shall** submit one CD and one electronic copy in a timely manner or pay one hundred dollars (\$100) for each workday the documentation is not submitted as required. The Contractor **shall** pay the same amount in the event it does not submit the documentation on the LAN/WAN or web site.

2.12 CONTRACTOR PERSONNEL

Contractor **shall not** assign any of the Contractor's key Personnel identified to other functions without OHIT's prior written consent, if doing so would require the alteration or reduction of such Key Personnel's contribution to, or involvement with the services (except for participation in normal administration functions, including corporate management conferences, corporate budget conferences, and or reviews and professional seminars, etc.).

If any of the Contractor's Key Personnel is reassigned or become unable to perform the functions or responsibilities assigned to him/her, or if he/she is no longer employed by Contractor, Contractor **shall** within 30 calendar days replace such person with a person at least as well qualified.

OHIT **shall** have the right to interview and approve the Key Personnel selected by the Contractor, and **shall not** designate any Key Personnel without OHIT's prior written consent.

The Contractor **shall** maintain the minimum number and level of qualified staff that is agreed upon during any negotiation regarding this RFTP.

The Contractor's staffing levels **shall** be subject to State review at any time during the contract. If the review reveals staffing more than five percent (5%) below the requirement of the contract as a whole, payment to the Contractor **shall** be reduced by the number of FTE vacant positions times the effective rate of pay for those FTEs.

2.13 PERFORMANCE STANDARDS

1. Amounts due the State for vendor's failure to perform as set out herein may be deducted by the State from any money payable to the Contractor pursuant to the contract. OHIT **shall** notify the Contractor in writing of any planned deduction for failure to perform at least thirty calendar days prior to the date the deduction will be withheld.
2. Amounts due the State as actual damages may be deducted from any money payable to the Contractor pursuant to the contract. OHIT **shall** notify the Contractor in writing on or before the date deductions are planned for actual damages.
3. The parties agree that OHIT, in its sole discretion, **shall** have the right to set-off any money Contractor owes the OHIT from the OHIT's payment to Contractor under this contract. Amounts due the State as liquidated or consequential damages may be deducted by the State from any money payable to the contractor pursuant to the contract. The State **must** notify the contractor in writing of any claim for liquidated or consequential damages pursuant to this provision at least thirty (30) days prior to the time the State deducts such sums from money payable to the contractor.
4. The Contractor **shall** provide continuous twenty-four-hour connection to the State's network and web site. The Contractor **shall** work to immediately remedy any failure in the communications connection upon notification by the State or contractor's staff.

- a. **Liquidated Damages:** The Contractor agrees to provide a network or website connection within the first four hours after notification, if lack of connection occurs as a result of the Contractor's error or omission or agrees to pay one thousand dollars (\$1000) per hour commencing after the first four hours after notification, if lack of connection occurs as a result of the Contractor's error or omission.
5. The Contractor **shall** maintain the SHARE and all other hardware capacity to complete all jobs in a scheduled cycle. The processing cycle **shall** be completed each night to allow the system to be available each business morning by 7:00 a.m. central time, for inquiry and update.
 - a. **Liquidated Damages:** The Contractor **shall** be assessed liquidated damages of two hundred dollars (\$200) each occurrence for each job eliminated from a scheduled cycle if the eliminated job is not processed in the next scheduled cycle.
6. The Contractor **shall** ensure that federal requirements for SHARE are continued throughout the period of operation of SHARE by the Contractor. If the Office of the National Coordinator for Health Information Technology (ONC) determines that SHARE has failed to comply with its requirements, the Contractor **shall** ensure that SHARE meets the requirements and that ONC is satisfied. The Contractor **shall** notify the OHIT of any new requirements and whether such changes can be accomplished with the Contractor staff as proposed to do any modification work. If the OHIT and the Contractor agree that the new requirements cannot be accomplished in the time required with the staff proposed, the Contractor and OHIT **will** negotiate an agreeable price for completing these new requirements.
7. The Contractor **shall** be responsible for meeting any new or modified federal standards, conditions, or functional requirements for the operation of the SHARE. Any changes required to the SHARE as a result of these new requirements **will** be accomplished in accordance with the modification tasks in the RFTP Section 2. The Contractor **shall** be responsible for maintaining the SHARE to the standards required by ONC and by the State.
8. **Actual Damages:** The Contractor **shall** be liable for the difference between the maximum allowable federal financial participation (FFP) and that actually received by the State for the operation of the SHARE, which is attributable to the erroneous or negligent or wrongful performance or non-performance of the Contractor.
9. SHARE **must** be able to perform real-time data transactions across the ESB.

Vendor(s) must provide descriptive information in their proposal regarding the following:

1. Provide performance metrics for your solution over the requested items in this RFTP.
2. Under normal usage and commodity hardware load conditions, give us your guaranteed response times.
3. What are your guarantees for hardware performance, software performance, and network quality of service and utilization?
4. What is your scalability model for system growth?

2.14 WARRANTIES

1. **Licensing:** Contractor **shall** warrant that it has title to or the right to grant, licenses to the hardware and software and that there are no pending or threatened legal actions challenging Contractor's ability or authority to perform its obligations under the agreement. The foregoing warranties **shall** remain valid and enforceable during the initial warranty period and during the period of support.
2. **Functionality:**
 - a. **System:** Contractor **shall** warrant that the products and services as described in the RFTP shall function together as a system in accordance with the requirements as embodied in the RFTP and the documentation.
 - b. **Documentation:** Contractor **shall** warrant that the documentation fully describes the functions, features and operation of the System and that the products and services as described in the Proposal **shall** perform in all material respects in accordance with the documentation.
3. **Proposal:** Contractor **shall** warrant that the products and services as described in the RFTP **shall** perform in all material respects in accordance with the Proposal. This warranty **shall** be binding upon Solution Provider for a period of twenty-four (24) months from acceptance.
4. **Interoperability:** Contractor **shall** warrant that the products and services as described in the RFTP **will** conform to any applicable interoperability standards enacted, promulgated or adopted by, or pursuant to recommendations of, the U.S. Department of Health and Human Services, as well as any generally-accepted interoperability standards commonly adopted and utilized as industry best practices by and among providers of health information exchange solutions providers.
5. **Disabling Code:** Contractor **shall** warrant that the products and services as described in the RFTP do not contain any automatically disabling code or key lock that would prevent authorized access or use of the System or that could result in the failure of the hardware or software to operate in all material respects with the Proposal or documentation.
6. **Core Functionality:** Contractor **shall** warrant that future updates, releases and versions will not remove the core functionality of the system such that the products and services as described in the Proposal fails to substantially perform the core functions for which it was purchased by OHIT.
7. **Support:** Contractor **shall** warrant that the System **shall** be supported for a period of at least seven (7) years following Acceptance.
8. **Compliance with laws:** Contractor **shall** warrant that the products and services as described in the Proposal comply

with all laws, rules and regulations as may apply to Contractor and the system.

The foregoing warranties **shall** remain valid and enforceable during the initial warranty period and during the period of support.

2.15 QUALITY

Contractor **shall** warrant that:

1. **Hardware:** Contractor **shall** warrant that all hardware provided to OHIT under the terms of the Agreement is new and includes the Contractor's standard warranty. Where Contractor acquires hardware from a third party to meet the terms and conditions of the Agreement, Contractor **shall** pass through all assignable and end-user warranties to OHIT.
2. **Software:** Contractor **shall** warrant that the software described in the RFTP **will not** contain any software routine, code or instruction, hardware component or combination of the above (collectively referred to and defined for the purposes of this section, a "Virus"), that is designed to (a) permit unauthorized access to the System; or (b) disable, delete, modify, damage or erase software, hardware or data. This **shall** include but not be limited to components that are commonly referred to as "back doors," "time bombs," "Trojan Horses," "worms," "drop dead devices," or "viruses."
3. **Workmanship:** Contractor **shall** warrant that all services provided by Contractor under the agreement will be performed in a professional, competent and business-like manner.

The foregoing warranties **shall** remain valid and enforceable during the initial warranty period and during the period of support.

VENDOR QUALIFICATIONS

3.0 VENDOR QUALIFICATIONS AND PAST EXPERIENCE

Vendor **must** provide the following information:

1. Business profile:
 - a. Home office address
 - b. Nearest sales/support office address
 - c. Primary contact name
 - d. Primary contact title
 - e. Primary contact telephone
 - f. Primary contact e-mail address
 - g. How many years the organization has been in this type of business.
 - h. Respondent's financial status and financial statements for the last two (2) calendar years and/or the Respondent's financial ability to carry out the objective.
2. Pertinent HIE experience (i.e. successful implementations, which state(s), which organizations, how long have these been in operation, your key successes, training, maintenance, support, etc.) and your approach to connecting existing Public Health Service Requests to an HIE solution including immunization records, state labs, and Medicaid information. Explain the specific use cases and outline the data fields/information involved in the exchange. **NOTE: If your company or organization is not directly responsible for implementation of an HIE or is not principal to the deployment of an HIE through an existing relationship, DO NOT include it as experience.**
3. Examples of state or multi-stakeholder systems (other than the ones listed above) that you have connected through HIE. Give a list of all current installed locations and explain the specific use cases and outline the data fields/information involved in the exchange. Be sure to include other companies or organization that participated with you in each project and the role that each participant played.
4. Since every state is implementing an HIE, provide the following information:
 - a. Explain your plans for ensuring that resources (capacity and appropriate skill sets) will be available to design, implement, and support your HIE solution in Arkansas should you be selected.
 - i. Will these be internal resources or subcontracted resources or both?
 1. For internal resources provide the following information:
 - a. Identify key personnel, their experience relative to this type of project, and their primary duties and responsibilities as it would relate to this project.
 2. If utilizing subcontractors provide the following information:
 - a. Firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities.
 - b. How many projects do you currently have underway or planned for 2011?
 - c. How many employees does your organization have dedicated to the installation and implementation of HIE solutions?
5. Tell us:
 - a. How you are pushing the edge of the HIE space?
 - b. What elements are missing in our model that you can provide?
 - c. In the face of health reform, what other technological innovations are you driving that will complement the HIE and could further drive efficiency, effectiveness, and sustainability?
6. Does your solution already have materials that document and define the process for connecting to the HIE? Provide an explanation of this 'standard' process or project plan. Outline how many times this process has been implemented and where.
7. Describe your company's approach to managing the SHARE project if your company is selected, with information including but not limited to:
 - a. Test plans, scripts, and cases
 - b. Risk management plan
 - c. Issue tracking log
 - d. Change control process
 - e. Communication plan
 - f. Quality Management plan

3.1 BACKGROUND CHECKS

OHIT **shall** have the right to perform reasonable background checks as permitted by law on any officer, partner, employee, permitted Contractor or agent of Contractor that would perform under this Agreement or otherwise participate in the implementation of the System. Upon request, Contractor **shall** provide a list of references to OHIT and cooperate with OHIT as reasonably necessary to confirm the information provided by such references.

3.2 BUSINESS MODEL/SUSTAINABILITY

Act 891 of 2011 authorizes OHIT to establish an appropriate business model and/or fee structure for participants of SHARE to assure long term sustainability. The Act also requires that any such fees or charges “shall be set with the input and guidance of the users of SHARE”; that these fees or charges “shall not exceed the total operating costs of SHARE, not including the staffing costs for SHARE and OHIT”; and that users of data from SHARE “will be charged in a manner that is proportional to their use of SHARE”.

Given these parameters and the ONC requirement for sustainability, it is imperative that any proposed solution for Statewide, interoperable health information exchange be sustainable as well as an effective and manageable model.

OHIT is working to develop an analytical process to research the feasibility of various approaches to sustainability--all of which will need to be compatible with any technical solutions deployed.

Vendor(s) must provide in their proposal response examples of methods or models of sustainability that your technical solution would be compatible with or would enable or facilitate and must specifically address the following:

1. A business model or method to implement integration with third party vendors, payers or labs or other potential users of SHARE
2. A business model or method to maintain a license or any annual recurring costs
3. Describe the anticipated resources (staff and other services) and costs required to support the development, implementation, and operations of your proposed sustainability business model
4. The total annual cost of sustaining the model(s) proposed.

SECTION 4 CRITERIA FOR SELECTION

The vendor should address each item listed in this RFTP to be guaranteed a complete evaluation. After initial qualification of responses, selection of the successful vendor will be determined in Committee by evaluation of several factors.

Submission of a response implies vendor acceptance of the evaluation technique and vendor recognition that subjective judgments must be made by the OHIT Evaluation Team during the assignment of rating points.

RFTP responses shall be evaluated by the OHIT Evaluation Team. Other agencies and consultants of OHIT may also examine documents.

Vendor Response To:	Points
Technical Evaluation (2.6-2.6.33 and 2.13)	500
Vendor Qualifications and Past Experience (3.0)	200
Service and Support (2.7)	100
Business/Sustainability Model (3.2)	100
Project Management (2.8)	100
Total Possible Points	1000

STANDARD TERMS & CONDITIONS

- 1. GENERAL:** Any special terms and conditions included in the request for unpriced technical proposal override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
- 3. BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
- 4. PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
- 5. BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
- 6. GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 7. AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
- 8. TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 9. AWARD:** Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.
- 10. LENGTH OF CONTRACT:** The request for unpriced technical proposal will show the period of time the term contract will be in effect.
- 11. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 12. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of

State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

13. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

14. INVOICING: The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the RFTP and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

15. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

16. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

17. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19. DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

20. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

21. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

22. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

23. DISPUTES: In the event of any dispute concerning any performance by the OHIT under the contract, the Contractor shall notify the OHIT Director in writing. The OHIT Director shall attempt to resolve the dispute with the Contractor. If the OHIT Director is unable to resolve the dispute, the State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his

designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the OHIT Director's instructions.

24. PUBLIC DISCLOSURE: Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

25. WAIVER: No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

26. ATTORNEY'S FEES: In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and OHIT prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

27. ACTUAL AND LIQUIDATED DAMAGES: In the event the Contractor fails to meet the requirements of the contract and damages will be sustained by the State, the Contractor agrees that damages may be imposed by the State. If the damage can be measured in terms of actual cost, it is referred to as actual damages. If the damage is difficult to measure in exact dollars, but is capable of being approximated, it is referred to as liquidated damages. The Contractor agrees to pay the State for the actual cost of damages or the sums set forth below as liquidated damages. Assessed damages do not constitute a penalty to the Contractor. In addition to any other provisions in this Agreement, Contractor's nonperformance of its obligations under this Agreement will be excused if and to the extent (a) such Contractor nonperformance results from State's failure to perform its responsibilities (or cause them to be performed) and (b) Contractor provides State with reasonable notice of such nonperformance and uses commercially reasonable efforts to perform notwithstanding State's failure to perform. State will reimburse Contractor for any additional out-of-pocket expenses incurred in undertaking such efforts.

28. STATE AND FEDERAL LAWS: Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be amended to comply with the newly enacted statute or regulation as of its effective date.

29. SURVIVAL OF RIGHTS AND OBLIGATIONS: The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Appendix A: Proposed Timeline and Tasks

(Proposed tasks, timelines and deliverables)

Task	Anticipated Timeline	Description
Project Management	Ongoing	A project management process must be established in order to adequately plan all phases of implementation; is required and must be approved by both the vendor and appropriate OHIT staff.
Request for Unpriced Technical Proposal (RFTP) RFTP Processed by Office of State Procurement (OSP) & Released Vendor Questions Due to OSP Release Clarifications Based on Vendor Questions Vendor RFTP Responses Due RFTP Response Review, Evaluation and Vendor Demonstration determination Vendor Technical Scoring Completed by Evaluation Team Vendor Selection Announced	July 15 - Sept. 9, 2011 July 15, 2011 July 29, 2011 August 11, 2011 August 26, 2011 Aug. 29 - Sept. 5, 2011 September 5, 2011 September 9, 2011	Request for technical proposal for identification and selection of HIE technical solution.
Contract Negotiations	September 9-16, 2011	Finalize appropriate contract negotiations with fiscal agents for both parties.
Project Implementation Plan	September 16-23, 2011	A project implementation plan which includes the pilot phases and full state deployment of Phase I
Documentation	Ongoing	Documentation of the technical solution and technical requirements are to be submitted to OHIT. A definition of operational parameters including but not limited to database and data warehousing requirements, disaster protocols, backup and redundancy and operating cycles should be provided.
Phase I		
Project Plan Phase I	September 23, 2011	Develop and submit a project plan for the major components required to deploy Phase I to include but not limited to hosting site identification, Provider Index, Certificate Authority process and secure messaging infrastructure. Develop and submit a plan for deploying a testing period during Phase I to include success and failure criteria. Including corrective measures based upon most likely failure scenarios along with an updated timeline.
Deployment for Testing Period	October 10, 2011	Deploy the implementation plan for Phase I testing.

Statewide Deployment Plan of Phase II	November 7, 2011	Develop and submit a project plan and timeline for statewide deployment of Phase I to include success and failure criteria and corrective measures based upon most likely failure scenarios along with an updated timeline.
Statewide Deployment	November 10, 2011	Execute the implementation plan for Phase I statewide deployment.
Phase II		
Project Plan for Phase II	September 30, 2011	Develop and submit a project plan and timeline for the development of Phase II major components to include MPI and RLS.
Detailed Deployment Plan for Testing Period of Phase II	October 14, 2011	Develop and submit a plan for deploying a testing period during Phase II to include success and failure criteria. Including corrective measures based upon most likely failure scenarios along with an updated timeline.
Statewide Deployment Plan of Phase II	November 11, 2011	Develop and submit a project plan and timeline for statewide deployment of Phase II to include success and failure criteria and corrective measures based upon most likely failure scenarios along with an updated timeline.
Project Plan	November 11, 2011	Develop and submit a project plan along with a timeline for future phases of SHARE's scope of services.
Phase II Testing Phase	March 16, 2012	Implement the testing plan for Phase II deployment.
Phase II Deployment	April 27, 2012	Implement the plan for Phase II statewide deployment.
Long Range Planning	Ongoing	Develop a long range plan for continued support and maintenance of SHARE.

CERTIFICATION REGARDING LOBBYING

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement. If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

CERTIFICATION REGARDING DEBARMENT

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

I hereby certify that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Signature

Date

Printed or Typed Name and Title of Certifying Official

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME:

☐ Goods?

☐ Services? ☐ Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

F O R I N D I V I D U A L S *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	☐	☐					
Constitutional Officer	☐	☐					
State Board or Commission Member	☐	☐					
State Employee	☐	☐					

☐ None of the above applies

F O R A V E N D O R (B U S I N E S S) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	☐	☐						
Constitutional Officer	☐	☐						
State Board or Commission Member	☐	☐						
State Employee	☐	☐						

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency _____ Agency _____ Agency _____ Contact _____ Contract
Number _____ Name _____ Contact Person _____ Phone No. _____ or Grant No. _____