

Request for Proposals

Minnesota Department of Health

Minnesota Statewide Shared Health Information Exchange Services, Core Health Information Exchange Services, and Performance-Based Connectivity Incentives for Health Information Exchange

November 21, 2011

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I. Introduction

Request for Proposal Purpose

The Minnesota Department of Health (MDH) invites interested and qualified organizations to submit competitive and innovative proposals for three distinct parts:

- Part A: Statewide Shared Services Collaborative
- Part B: State-Designated Provider of Statewide Shared Health Information Exchange Services and Core Health Information Exchange Services
- Part C: Connectivity Programs and Performance-Based Connectivity Incentives for State-Certified Health Information Exchange Service Providers

The goals resulting from this Request for Proposals include:

- Availability of core health information exchange services necessary for meaningful use
- Short-term access to interim shared health information exchange services necessary to support Minnesota health care providers in meeting meaningful use requirements for health information exchange
- Long-term access to fully populated, financially sustainable shared services, consistent with national standards and recommendations, to enable secure health information exchange statewide and support Minnesota health care providers in meeting future stages of meaningful use, connectivity to the Nationwide Health Information Network (NwHIN), and compliance with the Minnesota mandate for interoperability by 2015. These services include:
 - Entity-level and provider-level directory solutions
 - Integration of record locator services to enable statewide query for patient records in accordance with Minn. Stat. § 144.291 – 144.298
 - Mechanism to manage consumer preferences
- A long-term governance mechanism to guide the development of specifications, implementation policy and financial sustainability plans for statewide shared services, and to build consensus among HIE service providers on a standard approach for reciprocal agreements and HIE service provider participation and use of statewide shared services; and
- Statewide secure connectivity of Minnesota health care providers and essential data sources.

Background

Health Information Technology for Economic and Clinical Health (HITECH) Act: On February 17, 2009, Congress passed the Health Information Technology for Economic and Clinical Health (HITECH) Act, a component of the American Recovery and Reinvestment Act (ARRA). The Act authorizes the federal government to develop programs to support the “Meaningful Use”, hereinafter referred to as “meaningful use”, of Electronic Health Records (EHRs) for hospitals and health care providers, and awards up to \$30 billion in incentives nationally over a ten-year period. One of the Act’s core programs funds States and State Designated Entities to support expansion of secure health information exchange (HIE). Secure HIE is necessary to allow eligible hospitals and health care providers to meet the Center for Medicare and Medicaid Services (CMS) EHR Incentive Program meaningful use requirements, and to improve health care services generally by making more accurate health information safely available at the point of care.

State HIE Cooperative Agreement Program: The Minnesota Department of Health (MDH), Minnesota's State Designated Entity for the State HIE Cooperative Agreement Program, applied for and received an award from the Office of the National Coordinator (ONC) to implement the State HIE Cooperative Agreement program in Minnesota. MDH is using these funds to expand HIE capacity and use in Minnesota, support robust electronic exchange of health information statewide, and support health care providers in achieving Minnesota's goal for interoperability by 2015.

The activities funded under this RFP are consistent with Minnesota's Strategic and Operational Plan for Health Information Exchange, approved by the Office of the National Coordinator, and support Minnesota efforts to ensure options are available for all Minnesota eligible professionals and hospitals to achieve meaningful use and reach Minnesota's goal for robust interoperability by 2015. For more information on Minnesota's Strategic and Operational Plans for Health Information Exchange, see: <http://www.health.state.mn.us/divs/hpsc/ohit/hiemn.html>.

Responders should be familiar with Minnesota's Strategic and Operational Plans and propose a solution that facilitates, enhances, and advances the goals of the State HIE Cooperative Agreement program outlined in HITECH. The successful responder(s) should also be familiar with the Funding Opportunity Announcement, and subsequent program information notices providing guidance from ONC. These resources can be found at the Minnesota Department of Health's website at: <http://www.health.state.mn.us/divs/hpsc/ohit/hiemn.html> and the Office of the National Coordinator for Health Information Technology's website at: http://healthit.hhs.gov/portal/server.pt/community/healthit_hhs_gov_ogm/3335.

Minnesota e-Health Initiative: Responders should be familiar with the Minnesota e-Health Initiative, the Minnesota mandate for interoperable electronic health records, and the Minnesota Statewide Health Information Technology Plan, "A Prescription for Meeting Minnesota's 2015 Interoperable Electronic Health Record Mandate." More information on the Minnesota e-Health Initiative can be found at: <http://www.health.state.mn.us/e-health/abouthome.html>.

Minnesota HIE Oversight Law: Effective July 1, 2010, all organizations that provide HIE services for the transmission of clinical "meaningful use" transactions must apply for a Certificate of Authority to operate as a Health Information Exchange (HIE) Service Provider in Minnesota, in accordance with Minn. Stat. §62J.498-62J.4982. There are two categories of HIE Service Providers that require certification:

1. **Health Information Organization (HIO):** An entity must apply for a Certificate of Authority to operate as an HIO if it provides all electronic capabilities for the transmission of clinical transactions necessary for "meaningful use" of electronic health records in accordance with nationally recognized standards.
2. **Health Data Intermediary (HDI):** An entity must apply for a Certificate of Authority to operate as an HDI if it provides health information exchange services for the transmission of one or more clinical transactions necessary for hospitals, health care providers or eligible professionals to achieve "meaningful use" of electronic health records. Examples of HDIs include entities that provide the infrastructure to connect computer systems or other electronic devices used by health care providers, laboratories, pharmacies, health plans, third-party administrators, or pharmacy benefit managers that facilitate the secure transmission of health information, including pharmaceutical electronic data intermediaries as defined under Minn. Stat. §62J.495.

Only State-Certified HIE Service Providers, including State-Certified HIOs and HDIs, are eligible to apply for Parts B and C of this funding. In the event that a HIE Service Provider has submitted an application to the State to become a State-Certified HIE Service Provider, but has not yet been granted a Certificate of Authority to operate as a HIE Service Provider in Minnesota, they must complete the application process and be granted a Certificate of Authority as an HIO or HDI prior to contract execution. Additional information on Minnesota's HIE Oversight

Law and the process for applying to become a State-Certified HIE Service Provider can be found at: <http://www.health.state.mn.us/divs/hpsc/ohit/hieoversight.html>.

Compliance with Federal and Minnesota Privacy Laws

Responders responding to this RFP should be familiar with the federal and state privacy and security laws, rules and guidance, including but not limited to:

- Health Insurance Portability Accountability Act (HIPAA), 45 CFR section 164.501
- Minnesota Health Records Act, Minnesota Statutes, section 144.291-144.298
- Minnesota Government Data Practices Act (MGDPA), Minnesota Statute Chapter 13
- Health Information Technology for Economic Clinical Health Act (HITECH)
- Family Educational Rights and Privacy Act (FERPA)
- Confidentiality of Alcohol and Substance Abuse Patient Records under 42U.S.C. § 290dd-2 and 42 C.F.R. Part 2.

II. RFP Overview

Key Procurement Dates

| # | Event | Day/Date/Time |
|----|--|--|
| 1 | RFP posted at: http://www.health.state.mn.us/divs/hpsc/ohit/hiemn.html | Monday, November 21, 2011 |
| 2 | RFP Informational Meeting <ul style="list-style-type: none"> • Call-in number: 1-888-742-5095 • Passcode: 4477200226 • Meeting location: Snelling Office Park, Red River Room, see http://www.health.state.mn.us/about/sop.html for directions | Monday, November 28, 2011 10:00 am – 12:00 pm CST |
| 3 | Non-binding Letters of Intent to Respond due to MDH | Monday, December 5, 2011, 4:00 pm CST |
| 4 | Written questions due to MDH in order to receive a combined Q&A response | Monday, December 5, 2011, 4:00 pm CST |
| 5 | Responses to written questions sent to anyone who submitted a Letter of Intent to Respond and posted on MDH's website at: http://www.health.state.mn.us/divs/hpsc/ohit/hiemn.html | Monday, December 12, 2011, 4:00 pm CST (estimated) |
| 6 | Proposals due to MDH | Thursday, January 5, 2012, 12:00 pm CST |
| 7 | Anticipated proposal review period | Thursday, January 5 – Tuesday, January 24, 2012 |
| 8 | Oral presentations/demonstrations by invitation only (if necessary) | Wednesday, January 25 – Friday, January 27, 2012 |
| 9 | Anticipated notice of intent to award | Monday, January 30, 2012 |
| 10 | Anticipated contract negotiation period | Monday, January 30 – Friday, February 10, 2012 |
| 11 | Desired contract execution | Friday, March 2, 2012 |

In the remainder of this document, the vendor is referred to as “Responder” with regard to procurement-related activities and “Contractor” after contract execution.

Additional Details

Examination of All Requirements

Responders should thoroughly examine this document and be knowledgeable of the scope of work required for all parts of this RFP. Responses must be based solely on the information and materials contained in the RFP, as well as any amendments or other subsequent written materials issued by MDH, and any written answers MDH provides in response to Responders’ written questions. Responders are to disregard anything else, including oral representations made, with the exception of any oral comments made at the RFP Informational Meeting. Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project.

Amendments to the RFP

This RFP does not obligate the state to award a contract or complete the project, and the state reserves the right

to cancel the solicitation if it is considered to be in its best interest. MDH may cancel or amend the RFP and a Notice of Amendment or Cancellation will be sent:

- To Responders who submitted an Intent to Respond if the amendment or cancellation occurs prior to submission of the RFP response
- To Responders who submitted an RFP response if the amendment or cancellation occurs after submission

MDH RFP Contact Person

All correspondence regarding this RFP should be directed in writing to:

Jennifer Fritz
Minnesota Department of Health
Office of Health Information Technology
Jennifer.Fritz@state.mn.us

Other personnel are **NOT** authorized to discuss this request for proposal with Responders, with the exception of the RFP Informational Meeting, before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

Intent to Respond

Responders must submit a written Intent to Respond via e-mail to MDH by the deadline above in order to receive any direct communications regarding this RFP. The Intent to Respond should indicate the parts of the RFP for which Responders intend to submit a response. If a written Intent to Respond is not sent, a proposal may still be submitted; however, any further notices issued by MDH will only be sent to Responders that have an Intent to Respond on file. Updates will also be posted on MDH’s website at: <http://www.health.state.mn.us/divs/hpsc/ohit/hiemn.html>.

In order to facilitate direct communications between potential Responders who wish to collaborate, MDH will send a list of Responders who have submitted an Intent to Respond upon request. This list will also be posted on MDH’s website at: <http://www.health.state.mn.us/divs/hpsc/ohit/hiemn.html>.

Letters of Intent to Respond should be submitted by the deadline above via e-mail to:

Jennifer Fritz
Minnesota Department of Health
Office of Health Information Technology
Jennifer.Fritz@state.mn.us

Written Questions

Questions regarding this RFP must be submitted in writing by the deadline above via e-mail to:

Jennifer Fritz
Minnesota Department of Health
Office of Health Information Technology
Jennifer.Fritz@state.mn.us

All Responders with a written Intent to Respond on file will receive a copy of all written questions and answers that MDH has addressed for questions submitted by the deadline above.

Other personnel are **NOT** authorized to discuss this request for proposal with Responders, before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

Proposal Submission

Ten (10) copies of proposals for **each part of the RFP** (Part A, Part B, and Part C) must separately be delivered to:
Jennifer Fritz
Minnesota Department of Health
Office of Health Information Technology
85 East 7th Place, Ste. 220
St. Paul, MN 55101

**All proposals must be received not later than 12:00 p.m. Central Time, Thursday, January 5, 2012 as indicated by a notation made by the MDH Receptionist, 2nd Floor (Suite 220), 85 East 7th Place, St. Paul, MN.

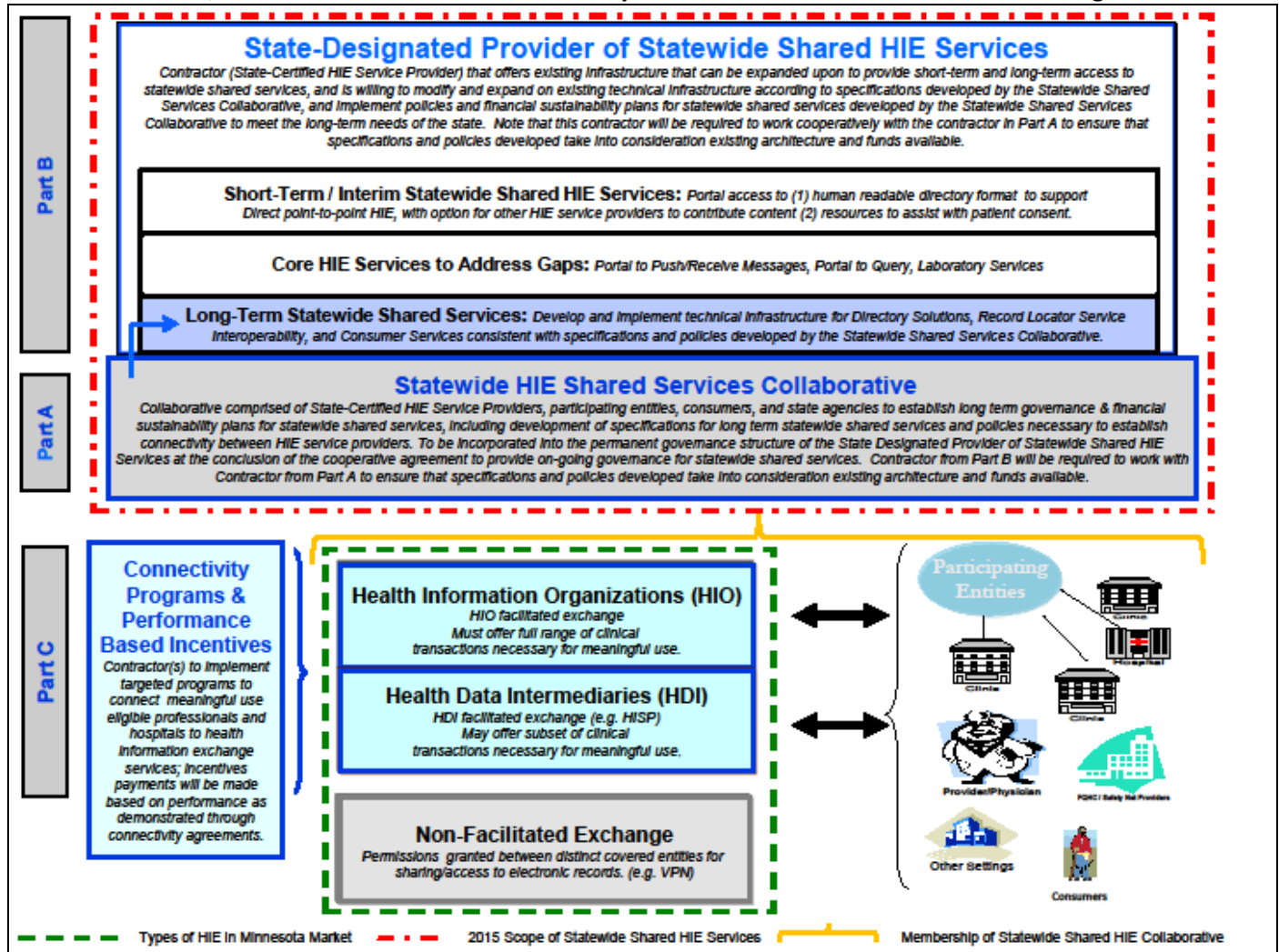
Contract Details

The contracts will begin on the date stated in the contract or upon full execution of the contract, whichever is later. Execution of the contract is dependent on ONC approval of the contractor, contractor's budget, and the release of funds from ONC. The terms of these contracts are anticipated to start February 10, 2012 and go until February 7, 2014 for Parts A and B of this RFP. The contract for Part C is anticipated to start February 10, 2012 and go until April 30, 2013 for a total of 15 months. The Contractor shall perform additional duties as expanded by the contract.

III. Summary Overview of Parts A, B, and C

The picture below describes the relationships between the three parts (A, B, and C) of this RFP.

Minnesota Statewide Shared Health Information Exchange Services, Core Health Information Exchange Services, and Performance-Based Connectivity Incentives for Health Information Exchange



The table below provides an overview of key aspects of Parts, A, B, and C, including details on the differences and the relationship between the three parts. Additional details are provided in subsequent sections of the RFP. Responders should be familiar with the content in all sections of the RFP before responding.

| | <i>Part A: Statewide Shared Services Collaborative</i> | <i>Part B: State-Designated Provider of Statewide Shared HIE Services and Core HIE Services</i> | <i>Part C: Connectivity Programs and Performance-based Connectivity Incentives for State-Certified HIE Service Providers</i> | <i>Combined Result</i> |
|---|---|--|--|--|
| TOTAL FUNDS/ CONTRACTS AVAILABLE | <p>\$535,000 over approximately two years</p> <p>There will be one contract for this part of the RFP.</p> | <p>\$2,000,000 over approximately two years</p> <p>Up to \$750,000 for Short-Term Statewide Shared HIE Services and Core HIE Services, leaving at least \$1,250,000 for Long-Term Statewide Shared HIE Services</p> <p>There will be one contract for this part of the RFP.</p> | <p>\$1,000,000 over approximately 15 months.</p> <p>There will be up to three contracts for this part of the RFP, depending on the quantity and quality of the proposals received.</p> | <p>\$3,535,000 total funds available for Parts A,B, and C.</p> |
| FUNDING MATCH REQUIREMENT | <p>Funding match is not required.</p> | <p>\$1 of funding match is required for every \$5 of funding through this contract. In the event that contractor fails to meet project timelines (e.g., not as a result of Part A delays or MDH response) a 1:3 funding match could be required beginning on September 30, 2012 in order to align with the funding match requirement of the State HIE Cooperative Agreement Program.</p> | <p>\$1 of funding match is required for every \$5 of funding through this contract. In the event that contractor fails to meet their proposed timeline, a 1:3 funding match could be required beginning on September 30, 2012 in order to align with the funding match requirement of the State HIE Cooperative Agreement Program.</p> | <p>Documentation of matching funds sufficient to draw down federal funding available through the State Health Information Exchange Cooperative Agreement Program</p> |

| | <i>Part A: Statewide Shared Services Collaborative</i> | <i>Part B: State-Designated Provider of Statewide Shared HIE Services and Core HIE Services</i> | <i>Part C: Connectivity Programs and Performance-based Connectivity Incentives for State-Certified HIE Service Providers</i> | <i>Combined Result</i> |
|--------------------------|--|---|---|--|
| ELIGIBLE ENTITIES | <p>A “neutral third party” that can effectively negotiate and balance the needs of health care providers, health care payers, HIE service providers, consumers, and other stakeholders to establish a community collaborative that will provide governance for statewide shared services for health information exchange in Minnesota. Organizations responding to Part B may not submit a response for Part A.</p> <p>Responder must also have a physical office with permanent staff located in Minnesota.</p> | <p>A State-Certified HIE Service Provider^a that:</p> <ol style="list-style-type: none"> 1) Offers existing technical infrastructure 2) Participates in the activities associated with the Statewide Shared Services Collaborative 3) Develops and implements the statewide shared HIE services consistent with the recommendations for policy and specifications developed through the Statewide Shared Services Collaborative. | <p>State-Certified HIE Service Providers^a, including State-Certified HIOs and HDIs.</p> | <p>Promotes secure interoperability between HIE service providers and provides an incentive to enable connectivity to State-Certified HIE service Providers.</p> |

^a Parts B and C: In the event that an HIE Service Provider has submitted a complete application to the State to become a State-Certified HIE Service Provider, but has not yet been granted a Certificate of Authority, it must complete the application process and be granted a Certificate of Authority as an HIE Service Provider before contract execution.

| | <i>Part A: Statewide Shared Services Collaborative</i> | <i>Part B: State-Designated Provider of Statewide Shared HIE Services and Core HIE Services</i> | <i>Part C: Connectivity Programs and Performance-based Connectivity Incentives for State-Certified HIE Service Providers</i> | <i>Combined Result</i> |
|---|--|--|---|---|
| SHORT-TERM ACCESS TO HUMAN READABLE DIRECTORY | NA | <p>Provides short-term web portal access to a human readable directory to support direct point-to-point health information exchange, including:</p> <ul style="list-style-type: none"> • Routing information for immunization reporting and laboratory public health reporting • Links to the Minnesota Standard Common Consent Form, the Upper Midwest HIE Consortium Common Consent form, consent forms of participating entities to the extent they are available, and other related resources. • Allows State-Certified HIE Service Providers to supply ELPD/ILPD content on a voluntary basis. | <p>Eligibility criteria require a commitment to contribute content to the statewide shared services, participate in testing and/or pilots of statewide shared services as they are developed, and incorporate the use of statewide shared services into their service offerings.</p> | <p>Minnesota health care providers seeking to achieve meaningful use will have a mechanism available to look up contact and routing information available for HIE with health care providers, hospitals, and public health.</p> |
| TECHNICAL INFRASTRUCTURE FOR LONG-TERM SHARED SERVICES | <p>Collaboratively develops specifications and policies to develop, integrate, and maintain long-term statewide shared HIE services, including the requirements for the standard technical interfaces and agreement templates that must be made available for participating State-Certified HIE Service Providers to connect to statewide shared services.</p> | <p>Expands and/or develops the necessary technical infrastructure for Statewide Shared Services and standard technical interfaces for connecting HIE service providers to statewide shared services, consistent with specifications developed by the Statewide Shared Services Collaborative.</p> <p>Participates in the activities of Part A.</p> | <p>Eligibility criteria require a commitment to participate in the activities of Part A, contribute content to the statewide shared services, participate in testing and/or pilots of statewide shared services as they are developed, and incorporate the use of statewide shared services into their service offerings.</p> | <p>The combined strategy will ease compatibility of proprietary directories and record locator services to achieve the state’s goal of providing access to a “single authoritative source.”</p> |

| | <i>Part A: Statewide Shared Services Collaborative</i> | <i>Part B: State-Designated Provider of Statewide Shared HIE Services and Core HIE Services</i> | <i>Part C: Connectivity Programs and Performance-based Connectivity Incentives for State-Certified HIE Service Providers</i> | <i>Combined Result</i> |
|--|--|---|---|---|
| GOVERNANCE OF SHARED SERVICES | Establish governance mechanism to develop the technical requirements, specifications, architecture design, and related policies and agreements for long-term Statewide Shared Services and long-term sustainability. | Eligibility criteria require commitment to participate in governance process established by Statewide Shared Services Collaborative and to adhere to any subsequent policies established related to data sharing, content, and quality. The governance mechanism established as part of Part A must be incorporated into the long-term governance structure for the sustainability of statewide shared services carried out by the Contractor selected for Part B. | Eligibility criteria require commitment to participate in governance process established by Statewide Shared Services Collaborative and to adhere to any subsequent policies established related to data sharing, content, and quality. | Collaboration by HIE Service Providers and other key stakeholders ensures that specifications for statewide shared services will be developed to meet the needs of the active participants in the Minnesota HIE marketplace and Minnesota and federal privacy laws. |
| SUSTAINABILITY OF SHARED SERVICES | Utilizes governance mechanism, with broad stakeholder engagement, to develop sustainability plan for statewide shared services beyond the length of the cooperative agreement | Eligibility criteria require commitment to participate in sustainability discussions of Statewide Shared Services Collaborative. | Eligibility criteria require commitment to participate in sustainability discussions of Statewide Shared Services Collaborative. | Involving the HIE Service Providers and other stakeholders in the development of the statewide shared services and the sustainability plan will increase value for HIE service providers and likelihood for long-term sustainability. |

| | <i>Part A: Statewide Shared Services Collaborative</i> | <i>Part B: State-Designated Provider of Statewide Shared HIE Services and Core HIE Services</i> | <i>Part C: Connectivity Programs and Performance-based Connectivity Incentives for State-Certified HIE Service Providers</i> | <i>Combined Result</i> |
|--------------------------|---|---|---|---|
| CORE HIE SERVICES | | <p>Establish Core HIE Services in accordance with Minnesota privacy laws, including but not limited to:</p> <ul style="list-style-type: none"> • Portal access to securely send/ receive push messages with appropriate patient consent • Portal access to securely query with appropriate patient consent • Laboratory services | | <p>Provides incentives to ensure that the services necessary to enable patient-authorized and secure HIE, including the capabilities to exchange of patient care summary records across a range of health care providers, are available in the community.</p> |

| | <i>Part A: Statewide Shared Services Collaborative</i> | <i>Part B: State-Designated Provider of Statewide Shared HIE Services and Core HIE Services</i> | <i>Part C: Connectivity Programs and Performance-based Connectivity Incentives for State-Certified HIE Service Providers</i> | <i>Combined Result</i> |
|--------------------------------|---|--|---|-------------------------------|
| ADDITIONAL REQUIREMENTS | <p>Contractor will be responsible for compliance with all requirements associated with the American Recovery and Reinvestment Act (ARRA), including:</p> <ul style="list-style-type: none"> • Quarterly reporting due to MDH in sufficient time period for MDH to meet required ARRA reporting deadlines • Contracts over \$500,000 within a federal fiscal year must have an audits conducted in compliance with ARRA. • Contractor’s may be required to attend ONC-required meetings • All costs and contributions used to satisfy a match requirement must be documented by the recipient and are subject to audit. To the extent that program income is generated as a result of this funding, program income <u>must be used and applied toward the match requirement</u>. Once matching requirement is met, ONC requires the additional cost alternative of program income which allows for the program income to further eligible project or program objectives. • Funding match <u>may not</u> be from funds that are provided by another federal funding source. • For more information on details on the requirements of ARRA, see: http://www.recovery.gov/About/Pages/The_Act.aspx <p>Additional requirements include:</p> <ul style="list-style-type: none"> • Contractors must conform with all State of Minnesota Information Technology Standards and Requirements, including Minnesota Information Technology Accessibility Standards, posted at: http://mn.gov/oet/policies-and-standards/accessibility/ • Contractors must participate in future planning efforts of Minnesota’s State Health Information Exchange Cooperative Agreement with ONC. State planning may include, but are not limited to: future updates to Minnesota’s Strategic and Operational Plan for Health Information Exchange; participating in Minnesota’s e-Health profile assessment activities; advising on and incorporating policy and purchasing levers to advance health information exchange statewide; and working collaboratively with other states to support and enable interstate health information exchange. • Contractors must comply with current and future requirements of the State Health Information Exchange Cooperative Agreement Program, posted at: Office of the National Coordinator for Health Information Technology’s website at: http://healthit.hhs.gov/portal/server.pt/community/healthit_hhs_gov_ogm/3335. | | | |

Details for Part A: Statewide Shared Services Collaborative

The purpose of Part A of the Request for Proposals (RFP) is to procure the services of a “**neutral third party**” that can effectively negotiate and balance the needs of health care providers, health care payers, HIE Service Providers, consumers, and other stakeholders to establish a community collaborative that will provide governance for statewide shared services for health information exchange in the state of Minnesota. The Responder must describe how they will be a neutral third party that can effectively negotiate and balance the needs of health care providers, health care payers, HIE Service Providers, consumers and other stakeholders.

Statewide Shared Services Collaborative Membership

The collaborative must consist of State-Certified HIE Service Providers, and the governance structure must incorporate representation from participating entities that are the users of HIE services, consumers, representatives from state agencies identified by MDH, and essential data sources. For a current listing of State-Certified HIE Service Providers, see: <http://www.health.state.mn.us/divs/hpsc/ohit/hieoversight.html>.

Overview of Services Provided by Statewide Shared Services Collaborative

The Contractor selected for Part A of this RFP will provide the following services:

1. Facilitating discussions with State-Certified HIE Service Providers and other relevant stakeholders to reach consensus and develop:
 - a. Long-term governance and sustainability plans for offering statewide shared services beyond the contract period, including a plan to incorporate the governance structure into the governance structure of Part B: State-Designated Provider of Statewide Shared HIE Services.
 - b. Policies, requirements, and specifications for the development and/or expansion, and ongoing management of statewide shared services available to support all types of health information exchange available in the Minnesota market for clinical needs. This currently includes, but is not limited to, NwHIN Direct protocol, NwHIN Connect protocol, and vendor-facilitated exchange. Policies, specifications, and requirements must be developed in consultation with the Contractor under Part B, and must address the following shared services:
 - Statewide entity and individual level provider directory solutions consistent with national recommendations on provider directory solutions to provide a single or virtual, authoritative source of information for entities and health care providers and expanding directory solutions to include essential data sources. The shared directory solutions will serve the goal of improving interoperability statewide among health care providers through open access to entity-level and individual-level provider information necessary to facilitate accurate and secure HIE statewide and across state borders.
 - Statewide consumer preference and consent repositories: establish a statewide mechanism to manage consumer preferences, beginning with patient opt-out information initially, and expand over time as additional consumer preference needs are defined.
 - Statewide record locator services: Expand and integrate record locator services sufficient to enable participating entities to query and retrieve patient records, with appropriate patient consent, across all State-Certified HIE Service Providers offering record locator services in accordance with Minn. Stat. § 144.291-144.298.

2. Establishing a standard template for reciprocal agreements for use in facilitating health information exchange across various State-Certified HIE Service Provider networks, consistent with Minn. Stat. §62J.4981 and guidance provided by the MDH Office of Health Information Technology. The standard template for reciprocal agreements must specifically address the:
 - a. Rights and responsibilities for all State-Certified HIE Service Providers as it relates to the participation and connectivity to statewide shared services.
 - b. Process and role of each State-Certified HIE Service Provider in submitting executed agreements to the Commissioner of Health for review and approval pursuant to Minn. Stat. §62J.4981.

Responder Minimum Criteria

There are several minimum criteria that Responder’s proposals will need to meet. The Responder must:

- Be a “neutral third party” that can effectively negotiate and balance the needs of health care providers, health care payers, HIE service providers, consumers, and other stakeholders to establish a community collaborative that will provide governance for statewide shared services for health information exchange in the state of Minnesota.
- Have a physical office with permanent staff located in Minnesota.
- Agree to incorporate the Minnesota Information Technology Accessibility Standards identified at: <http://mn.gov/oet/policies-and-standards/accessibility/>.

Phasing of Statewide Shared Service Functionality – Part A Requirements

MDH recognizes that the Statewide Shared Services Technical Infrastructure needs to be developed and expanded upon over time. The table below provides known functionality needs for each of the statewide shared services over two phases. Additional functionalities will be identified in the requirements gathering phase facilitated by the Contractor selected for Part A.

| Short-Term Shared Services Functionality Requirements | Long-Term Shared Services Functionality Requirements |
|---|---|
| Provider Directory Solution Functionality Requirements (Entity and Provider) | |
| No requirements for Part A. See Part B for details on Part B requirements. | <ul style="list-style-type: none"> • Provides a machine and human readable directory solution to support point-to-point HIE and and future state vision of Networked exchange (content expanded to list of health care providers included in Minnesota’s 2015 mandate for interoperable EHRs) • Intended to support both push and pull use case scenarios across multiple HIE/HIO networks to support NwHIN Direct and Connect • Can support e-mail to e-mail, EHR to e-mail, and EHR to EHR push communications |
| Consumer Preferences Functionality Requirements | |
| No requirements for Part A. See Part B for details on Part B requirements. | <ul style="list-style-type: none"> • Provide consent repository to store patient opt-in/opt-out information using IHE Document Repository Profile or other standards recommended nationally – as recommended by the Upper Midwest HIE Consortium |
| Record Locator Services Functionality Requirements | |
| No requirements for Part A. See Part B for details on Part B requirements. | <ul style="list-style-type: none"> • Enable functionality of record locator services (RLS) among State-Certified HIE Service Provider to query and return record locator information, including compliance with provisions of the Minnesota Health Records Act (Minn. Stat. § 144.291-144.298) • Expand RLS to include essential data sources (e.g., health plans) |

Scope of Work – Overall Project Tasks and Deliverables

A.1. Establish Governance Mechanism and Sustainability Plan for Statewide Shared Services Long-Term

The Contractor funded under Part A: Statewide Shared Services Collaborative shall work towards consensus using a multi-stakeholder process among Minnesota’s State-Certified HIE Service Providers, participating entities, and state government to develop policies and governance for content, quality, specifications, and technical infrastructure necessary for secure interoperability of information statewide. The Contractor shall establish processes for ongoing governance and sustainability of the Shared HIE Services both during the contract period as well as beyond the contract period.

Specific duties include:

- A.1.a Convene State-Certified HIE service providers and other appropriate stakeholders to provide ongoing input to the development of technical requirements, specifications, and architecture design for statewide shared services
- A.1.b Work towards consensus among Minnesota State-Certified HIE Service Providers and health care providers on a model for governance, policies related to content and quality, adherence to state and federal laws related to patient health information and consent, specifications and technical infrastructure for statewide mechanism to allow access to authoritative statewide shared services to achieve long-term goals for robust HIE and interoperability.
- A.1.c Establish a process for reviewing evolving national standards related to statewide shared services and updating specifications to adhere to national standards and meet the needs of the community over time.
- A.1.d Develop policies and/or standard agreements for State-Certified HIE Service Providers related to sharing of information necessary for statewide shared services, the ongoing maintenance of content and quality for statewide shared services, and cross-border access to Minnesota statewide shared services and develop programs to make this information securely accessible to all Minnesota health care providers and other Minnesota State-Certified HIE Providers to help facilitate the secure exchange of health information.
- A.1.e Utilize governance mechanism to develop a sustainability plan for statewide shared services beyond the length of the contract and funding provided by the State HIE Cooperative Agreement, incorporating principles for financial sustainability adopted by the Minnesota e-Health Advisory Committee on December 3, 2010.
 - *Maintain a predictable, transparent and inclusive statewide legal framework for health information exchange that provides a mechanism to ensure affordability and financial sustainability*
 - *Statewide HIE financial sustainability plans should be based on a scalable technical infrastructure, and be flexible enough to adapt to the evolution between start-up and ongoing maintenance, changing market demands, and HIE requirements over time*
 - *Financing burdens for the ongoing maintenance and improvement of the health information service providers should be borne across the full range of customers, with no single constituency of a health information service provider expected to bear a disproportionate share of the costs unless they are receiving a disproportionate share of the benefits*
 - *Patients should not bear any undue costs*
 - *A critical mass of adoption and effective use of EHRs is needed in order for financial sustainability to occur and should be defined with best available data*

- Sustainability plans should be based on metrics around cost-benefit indicators, including improvement in quality of care and the overall value of health information exchange
- New health information exchange products and services should be evaluated based on added value and benefit to users and consumers and should also encourage innovation

A.1. Required Deliverables for Governance Mechanism and Sustainability Plan for Statewide Shared Services

| Deliverables | Timeframe |
|---|--|
| Short-Term Governance Plan | Plan for engaging the necessary stakeholders and process for development of specifications, requirements, and policies due within 30 days of contract execution with ongoing updates provided monthly. The Short-Term Governance Plan requires sign-off by the Contractor funded under Part B. |
| Long-Term Governance Plan | Final governance plan due one month prior to the end of the contract period. The Long-Term Governance Plan requires sign-off by the Contractor funded under Part B. |
| Long-Term Shared Services Policies and Standard Agreements | <p>Policies and standard agreements for State-Certified HIE Service Providers related to sharing of information necessary for statewide shared services, the ongoing maintenance of content and quality for statewide shared services, and cross-border access to Minnesota statewide shared services and develop programs to make this information securely accessible to all Minnesota health care providers and other Minnesota State-Certified HIE Providers to help facilitate the secure exchange of health information.</p> <p>Due within 15 months of contract execution; final policies and standard agreements (if changes are needed) due one month prior to end of contract.</p> |
| Sustainability Plan | Due upon completion of specifications for long-term shared services solution (9 months after contract execution); Final sustainability plan due one month prior to the end of the contract period. The Sustainability Plans require sign-off by the Contractor funded under Part B. |

A.2. Develop Long-Term Solution for Shared Service Technical Infrastructure

| |
|---|
| <p>Part A.2.a - Entity-level and Provider-level Directories</p> <p>Provide a virtual, authoritative directory solution consistent with national recommendations on entity-level and provider-level directories.</p> <p>Long-Term Goal: Improve interoperability statewide among providers and State-Certified HIE Service Providers through open access to entity-level and individual-level provider directory solutions that enable access to information necessary to facilitate secure and reliable HIE statewide and across state borders.</p> |
|---|

The Contractor funded under Part A: Statewide Shared Services Collaborative shall use a collaborative process to:

- A.2.a.i Develop Minnesota use cases for the use of statewide shared HIE services and based on those use cases develop specific directory solution service requirements and specifications that:
 - Take into consideration existing data sources of directory information

- Incorporate relevant national standards and recommendations, including: Integrating the Healthcare Enterprise (IHE) IT Infrastructure Healthcare Provider Directory and the Health Level Seven (HL7) Reference Information Model, Standards and Interoperability Framework Sprint Team on Provider Directories, Health and Human Services Standards and Policy Committees' recommendations on provider directories
- Ensure that entity-level and provider-level directory solutions adequately address the need for Minnesota health care providers and hospitals to accurately and consistently route information to laboratories and state public health registries/databases
- Expand directory solutions over time to enable accurate and consistent routing of health information for all entities covered by the Minnesota 2015 mandate for interoperable EHRs.

A.2.a.ii Recommend policies, standards, and agreement templates for use in enabling connectivity between State-Certified HIE Service Providers and their participating entities

A.2.a.iii Recommend policies, standards and agreement templates for use in enabling connectivity with high-frequency trading states

Part A.2.b. Consumer Preferences

Establish a statewide mechanism to manage consumer preferences in accordance with federal and Minnesota privacy law requirements with the long-term goal of improving the process for managing consumer preferences for exchange of patient health information

The Contractor funded under Part A: Statewide Shared Services Collaborative shall use a collaborative process to:

- A.2.b.i Develop specific requirements and specifications to electronically communicate consents and link consents to records located using an RLS. Requirements and specifications should, at a minimum:
- Be based on Minnesota use cases to be developed by the Statewide Shared Services Collaborative
 - Incorporate relevant national standards for managing consumer preferences, including those endorsed by the Minnesota e-Health Advisory Committee
 - Establish mechanism for consumers to view preferences on file with State-Certified HIE Service Providers, and log/ modify preferences related to access to patient identifying information or sharing of that patient's health information
 - Make resources available to assist in managing consumer preferences, including but not limited to:
 - all resources developed through the Upper Midwest State Health Policy Consortium (a collaborative of the Upper Midwest states that combined efforts to address barriers related to interstate health information exchange issues around privacy and consent). More information about the Upper Midwest State Health Policy Consortium can be found at: <http://www.health.state.mn.us/divs/hpsc/ohit/umhie.html>.
 - Minnesota's Standard Consent Form
 - A link to each provider's own blank consent form to the extent that they have one (note: this requirement may be incorporated into the directory solution)

- A.2.b.ii Develop agreement templates for sharing patient opt-out information between State-Certified HIE Service Providers.
- A.2.b.iii Participate in the development of policies to facilitate interstate exchange (e.g., review information gathered through Upper Midwest State Health Policy pilots and develop recommendations and/or policies to further facilitate interstate HIE).

A.2.c. Record Locator Services

Long-Term Goal: Interoperability among State-Certified HIE Service Providers who have a record locator service to be able to query patient information

The Contractor funded under Part A: Statewide Shared Services Collaborative shall work collaboratively to:

- A.2.c.i Develop specific requirements and specifications to enable query access of existing State-Certified HIE Service Provider record locator services to provide an authoritative source of RLS information. Requirements and specifications should, at a minimum:
 - Identify the content, quality, specifications, and technical infrastructure necessary for interoperability statewide
 - Implement any relevant national standards
- A.2.c.ii Establish standard policies and reciprocal agreements for harmonizing the content accessed from existing State-Certified HIE Service Provider record locator to enable cross-HIE Service Provider queries of content, records, and RLS information
- A.2.c.iii Collaboratively develop requirements for standard technical interfaces and the agreement template for enabling queries across record locator services among State-Certified HIE Service Providers, to the extent that there are multiple record locator services, to enable cross-HIE Service Providers queries of content, records, and RLS information.
- A.2.c.iv Participate in the development of policies to facilitate interstate exchange (e.g. gather information on border state approach and provide recommendations on how to facilitate cross-border query for record locator service information).

Specifications developed for the long-term solution for each of the shared services should address technical architecture, including at a minimum:

Software architecture

- Software language
- Services profile (i.e. Web services XML scheme x.x, Soap x.x, WSDL, WDI)
- Services registry (Services architecture)
- Interoperability standards
- API description
- Incorporation of Minnesota Information Technology Accessibility Standards

Logical architecture

- ESB
- JSP/Servlet, EJB Container services
- WS-BPEL engine
- Rules engine
- Forms engine

- Routing engine
- Binding SPI (WS-I, FTP, JMS, SMTP, HTTP, SOAP, SMTP)
- Additional API's
- Data bases – included clustering
- Application server – include clustering and high availability
- Additional utilities (document management, data warehouse, business intelligence)

Physical architecture preferences

- Network (load balancing, routers, switches firewalls) if running on your cloud service, or dependencies on our data center
- Other physical appliance dependencies (Power edge)
- Servers (web, application, database, utility services)
- Building/Facility requirements (space, cooling, electrical)

Security architecture

- Network security
- Intrusion detection
- Vulnerability assessments
- Security certifications and assessments
- Data encryption
- Authentication, authorization, access controls, audit and compliance functions
- External connections and interface security model (Web Services, encryption of data in motion, SAML assertions, other)

A.2. Required Deliverables for Long-Term Solution for Shared Service Technical Infrastructure

| Long-Term Shared Service Deliverables | Timeframe |
|---|--|
| <p>Specifications Document outlining the long-term business and technical requirements, functional specifications, and design of the shared services technical infrastructure. NOTE: Minnesota Information Technology Accessibility Standards require vendors to provide electronic documents in accessible formats. Information about accessible documents can be found at: http://mn.gov/oet/governance/for-agencies/accessibility/electronic_documents.jsp.</p> <p>Specifications document must take into consideration the existing infrastructure of Contractor B and the funding available for the development of technical infrastructure under the contract issued for Part B of this RFP, and must have sign-off by contractor funded to carry out the duties of Part B of this RFP.</p> | <p>Due within 9 months of contract execution</p> |

A.3. Project Management

The Contractor shall provide ongoing project management throughout the entire contract period including, but not limited to: scope management, risk management, maintaining project timelines and work breakdown structure.

The Contractor shall provide the technical and functional activities necessary for the management of this scope of work and activities under a resulting contract. The Contractor shall:

- A.3.a Prepare, maintain, and follow a **Project Management Plan** describing the scope of work, project schedule and work breakdown structure, organizational resources and management controls to

be employed to meet cost, schedule and performance requirements throughout contract execution.

A.4.b Prepare a **monthly Status Report**, including a financial management report. The format will be provided by MDH and content will include, but not be limited to, the following:

- Activities planned for the reporting period
- Work and deliverables completed during reporting period
- Status of ongoing activities
- Activities planned for the following month
- Problems or issues projected or identified
- Alternatives and/or recommended solution(s) for identified or projected problems or issues
- Known or projected resource (staff and funding) and schedule impacts
- Status of project funds including monthly and total expenditures and funds remaining
- Status of project matching funds including monthly and total accrued project match

A.4.c Participate in **weekly project status meetings** and be prepared to present and discuss the following:

- Activities planned for the week
- Work and deliverables completed during the previous week
- Status of ongoing activities
- Activities planned for the following week
- Problems or issues projected or identified
- Alternatives and/or recommended solution(s) for identified or projected problems or issues
- Known or projected resource (staff and funding) and schedule impacts

A.4. Required Deliverables for Project Management

| Deliverables | Timeframe |
|-------------------------|--|
| Project Management Plan | Due within one month of contract execution and updates as needed |
| Status Reports | Due monthly to MDH; weekly project progress review |

A.5. Risk Management

The Contractor must develop policies and procedures to ensure sufficient risk management, including but not limited to, Contractor transition planning.

In the event of a change in Contractors, MDH will conduct a full transition from the Contractor to the successor Contractor. End-of-contract transition activities to be conducted by the Contractor include, but are not limited to:

- A.5.a Participation in transition work plan development
- A.5.b Transfer of equipment paid for by the Contract
- A.5.c Shared Services Infrastructure conversion planning, testing, rehearsals, and execution
- A.5.d System and process documentation
- A.5.e System interface contracts and source code related to the interfaces
- A.5.f Knowledge transfer

To prepare for end-of-contract transition, the Contractor will be required to develop and maintain a Contractor Transition Plan. The plan will need to describe all activities to successfully transition to the new system, sequencing of those activities, the parties responsible for performing activities, and a backup plan, if any or all of the transition activities are delayed.

In the event of a change in Contractor, MDH would execute a work authorization for the Contractor to execute end-of-contract transition services.

A.5. Required Deliverables for Risk Management

| Deliverables | Timeframe |
|-----------------------------------|---|
| Contractor Transition Plan | As needed - due upon notice of work authorization for execution of end-of contract transition |

Overall Timeline of Major Activities and Deliverables for Part A

The table below describes the major activities, milestones, and deliverables over time for Part A.

| Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 |
|--|---|--|---|--|---|
| <ul style="list-style-type: none"> • Contract begins • Establish governance structure • Develop specifications for Long-Term Shared Services • Short-Term Governance Plan due • Project management plan due | <ul style="list-style-type: none"> • Establish governance structure • Develop specifications for Long-Term Shared Services • Governance update • Project management status report | <ul style="list-style-type: none"> • Develop specifications for Long-Term Shared Services • Governance update • Project management status report | <ul style="list-style-type: none"> • Develop specifications for Long-Term Shared Services • Governance update • Project management status report | <ul style="list-style-type: none"> • Develop specifications for Long-Term Shared Services • Governance update • Project management status report | <ul style="list-style-type: none"> • Develop specifications for Long-Term Shared Services • Governance update • Project management status report |
| Month 7 | Month 8 | Month 9 | Month 10 | Month 11 | Month 12 |
| <ul style="list-style-type: none"> • Develop specifications for Long-Term Shared Services • Governance update • Project management status report | <ul style="list-style-type: none"> • Develop specifications for Long-Term Shared Services • Governance update • Project management status report | <ul style="list-style-type: none"> • Long-Term Shared Services Specifications due • Long-Term Shared Services sustainability plan due • Governance update • Project management status report | <ul style="list-style-type: none"> • Governance update • Project management status report | <ul style="list-style-type: none"> • Governance update • Project management status report | <ul style="list-style-type: none"> • Governance update • Project management status report |
| Month 13 | Month 14 | Month 15 | Month 16 | Month 17 | Month 18 |
| <ul style="list-style-type: none"> • Governance update • Project management status report | <ul style="list-style-type: none"> • Governance update • Project management status report | <ul style="list-style-type: none"> • Long-Term Shared Services Policies and Agreements due • Governance update • Project management status report | <ul style="list-style-type: none"> • Governance update • Project management status report | <ul style="list-style-type: none"> • Governance update • Project management status report | <ul style="list-style-type: none"> • Governance update • Project management status report |
| Month 19 | Month 20 | Month 21 | Month 22 | One month prior to end of contract | Month 24 or final month of contract |
| <ul style="list-style-type: none"> • Governance update • Project management status report | <ul style="list-style-type: none"> • Governance update • Project management status report | <ul style="list-style-type: none"> • Governance update • Project management status report | <ul style="list-style-type: none"> • Governance update • Project management status report | <ul style="list-style-type: none"> • Final Long-Term Shared Services Policies and Agreements due • Final governance plan due • Final sustainability plan due • Governance update • Project management status report | <ul style="list-style-type: none"> • Final governance update and project management report |

Part A: Proposal Submission Requirements

MDH reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used, along with other information that MDH deems appropriate, in determining suitability of proposed offer. Responders whose proposals were not accepted will be notified that a selection is made, or if it is decided, that no proposals are accepted. MDH has no obligation to explain the basis of or reasons for the decision it makes relating to the proposals and/or this RFP. MDH may identify multiple Responders who are determined suitable and negotiate with each of them on parallel tracks, pending a final contracting decision. Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

PART A: Statewide Shared Services Collaborative Mandatory Submittals

Responders are expected to provide MDH with as much information as necessary in their proposal for MDH to objectively evaluate the proposal and Responder qualifications. At a minimum, proposals must be fully responsive to the specific requirements stated in this RFP. Responders must identify any requirements of this RFP that they cannot satisfy. All responses to the RFP must comply with the requirements of this section.

All responses and all requested documents should be structured in the same order and lettering/numbering format as shown in this section, submitted in a 3-ring binder, on 8 ½ x 11 paper, and using at least 11-point font, consecutively numbered and sections clearly marked or labeled. Ten copies of the proposal should be submitted to MDH. The cost proposal should be submitted separately as described in the instructions below. In addition, please submit an electronic copy of the proposal and cost proposal on a USB drive included in the package with the paper copies of the proposal.

Failure to submit all information listed under this section, may at the discretion of MDH, result in the rejection of the proposal. If all Responders fail to meet one or more of the mandatory requirements, MDH reserves the right to continue evaluating the proposals. Responders must complete and submit the following attachments as detailed below:

| Response Section | Title | Format / Page Limit |
|-------------------------|--|--|
| A | <p>Cover Letter Responder must submit a cover letter indicating that the Responder is responding to the RFP and that all of the mandatory requirements in RFP have been met. The letter must be signed by a representative that is legally authorized to contractually bind the Responder. Responder must also disclose any potential, actual or apparent conflicts of interest that may arise between any of the Responder’s current clients and/or employees, and MDH. Because of the complexities involved in defining conflicts of interest, please identify any potential conflicts. MDH will make a final determination as to whether a disqualifying conflict exists. Note: If there are no known conflicts, provide a statement to this effect.</p> | Letter on organization’s letter head signed by representative with legal contracting capacity. |
| B | <p>Table of Contents Provide a table of contents for the remainder of the proposal</p> | No page limit |
| C | <p>Response to Minimum (Pass/Fail) Requirements Describe how the Responder complies with the following Pass/Fail</p> | No page limit |

| Response Section | Title | Format / Page Limit |
|------------------|---|--|
| | <p>requirements:</p> <ul style="list-style-type: none"> • Certifies they are or have a mechanism to be a “neutral third party” that can effectively negotiate and balance the needs of health care providers, health care payers, HIE Service Providers, consumers, and other stakeholders • Certifies that they have a physical office with permanent staff in Minnesota. • Agrees to incorporate the Minnesota Information Technology Accessibility Standards identified at: http://mn.gov/oet/policies-and-standards/accessibility/. | |
| D | <p>Organizational Capacity and Experience Describe the organizational capacity to meet the required deliverables in the timeframe necessary for successful execution of this contract.</p> <p>Describe the organizational history for both the Responder and any proposed sub-contractor, including but not limited to:</p> <ul style="list-style-type: none"> • Narrative description of organization’s history • Number of years in business • Number/locations of offices • Gross Revenue for last 3 fiscal years • Number of salaried employees (W-2) for last 3 fiscal years • Number of contracted staff (1099) for last 3 fiscal years • Number of staff with offices in Minnesota • Ownership status (non-profit, private/public Corporation, subsidiary, etc.) • A copy of the most recent audited financial statement or federal tax return • List of projects/clients related to health care systems, health information exchanges, hosting, operating, and maintaining web-based systems, or other relevant projects/clients • Formal partnerships with other companies • Relevant certifications/awards | No more than 5 pages |
| E | <p>Staff Qualifications In regard to staff qualifications, MDH is interested in the qualifications of the proposed team members who will be working the contract, including any proposed sub-contractors. Responders must submit a Project Team Organizational Chart indicating reporting relationships of proposed project staff with roles that relate to the Responders’ approach and methodologies described in Proposed Approach to the Scope of Work below.</p> <p>The Responder must identify the specific individuals to be assigned to the roles identified in the Project Team Organization Chart, with additional details provided relative to their specific area of expertise and qualifications for this engagement. For each individual identified,</p> | No more than 5 pages, plus resumes (which may be placed in appendices) |

| Response Section | Title | Format / Page Limit |
|------------------|--|-----------------------|
| | the Responder shall provide an attached professional resume (this is not part of the page limit) | |
| F | <p>Governance and Sustainability Provide a description of the Responder’s proposed approach to ensure participation by key stakeholders from the start of the project. Plan should include:</p> <ul style="list-style-type: none"> • Process used to be a “neutral third party” that can effectively negotiate and balance the needs of health care providers, health care payers, HIE Service Providers, and consumers • Proposed process and capacity to develop a governance and sustainability model for continuation and expansion beyond the contract for incorporation into the State-Designated Provider of Shared HIE Services long-term • A plan for convening broad stakeholders, incorporate their input and work towards reaching consensus regarding policy/governance, ongoing operations, and financial sustainability including: <ul style="list-style-type: none"> – State-Certified HIOs and HDIs. For current listing of State-Certified HIOs and HDIs: http://www.health.state.mn.us/divs/hpsc/ohit/certified.html – Other potential HIOs or HDIs as specified by the State – Stage agencies, including: MDH, DHS, others as specified by the State – Participating entities (e.g., hospitals, clinics, labs, pharmacies, etc.) – Stakeholder groups (e.g., e-Health Advisory Committee, Workgroups) • Proposed key stakeholders, including name and organization • A plan for working with other states to ensure consistency and collaboration across state borders | No more than 15 pages |
| G | <p>Proposed Approach to the Scope of Work and Project Schedule Responders must describe their proposed approach for meeting each of the requirements in Section IV. Details for Part A: Statewide Shared Services Collaborative. Each Responder’s Proposed Approach must include a proposed project schedule that is appropriate based on the Responder’s experience and approach. The schedule must include the tasks identified by the Responder in response to the requirements of Section IV. The schedule should include tasks, milestones, and task durations.</p> <p>Responder describes how their current knowledge and awareness of national activities regarding shared services and meaningful use requirements/standards and their clear process to monitor, evaluate and incorporate national recommendations/ standards into their</p> | No more than 10 pages |

| Response Section | Title | Format / Page Limit |
|------------------|--|---------------------|
| | proposed approach to the scope of work and project schedule. | |
| H | Submit the following forms as identified in the General Requirements Section of the RFP: <ul style="list-style-type: none"> • Certificate Regarding Lobbying • Affirmative Action Certification • Affidavit of Noncollusion • Veteran Owned Preference Form (if applicable) | No page limit |
| I | Appendices <ul style="list-style-type: none"> • Resumes of key staff • Client references | No page limit |

Cost Proposal

In addition to the above required components for Part A, a Cost Proposal is required to be submitted separately. Provide one copy of the cost proposal in a separately sealed envelope clearly marked on the outside “Part A Cost Proposal” along with the organization’s name. The cost proposal should plan for costs associated with out-of-state travel to Minnesota Border States of Wisconsin, Iowa, South Dakota, and North Dakota. Costs should include travel for one executive-level staff person for trips to each of the four states in both calendar years 2012 and 2013 for eight trips total. In addition, costs should include travel by one executive-level staff person to two-ONC sponsored meetings (location to be determined by ONC) in 2012 and 2013 for a total of four ONC-sponsored meetings. Use the attached format in Appendix A which is the approved format from ONC for budget and narrative justification.

For purposes of completing the cost proposal, the state does not make regular payments based upon the passage of time. It only pays for services performed or work delivered after it is accomplished.

All proposals must be delivered to:

Jennifer Fritz
 Minnesota Department of Health
 Office of Health Information Technology
 85 East 7th Place, Ste. 220
 St. Paul, MN 55101

All proposals must be received not later than 12:00 p.m. Central Time, Thursday, January 5, 2012, as indicated by a notation made by the Receptionist, 2nd Floor (Suite 220), 85 East 7th Place, St. Paul, MN.

Additional instructions:

- Late proposals will not be considered.
- All costs incurred in responding to this RFP will be borne by the Responder.
- Fax and e-mail responses will not be considered.
- Submit ten copies of the proposal.
- Proposals are to be sealed in mailing envelopes or packages with the responder's name and address written on the outside.

- Provide one copy of the cost proposal in a separately sealed envelope clearly marked on the outside “Cost Proposal” along with the organization’s name.
- For purposes of completing the cost proposal, the state does not make regular payments based upon the passage of time, it only pays for services performed or work delivered after it is accomplished.
- Proposals will be evaluated on “best value” as specified under Evaluation Process. The cost proposal will not be opened by the review committee until after the qualifications points are awarded.
- Price will be a significant factor in the evaluation of proposals.

Part A: Evaluation Process

The proposal must be organized to correspond with all requirements and formats set forth in this RFP. The proposal should be clear, concise and must be complete. All information must be contained in the proposal. No assumptions will be made by MDH regarding the intentions of the Responder in submitting the proposal. Responders not providing all requested information may be rejected. Written proposals must be bound and organized in a manner to facilitate ease of review by evaluators.

All proposals submitted will be evaluated for form and content in accordance with the provisions stated in the final solicitation document. Clarifications may be requested from the Responder at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented in the proposal.

Each proposal will be date and time marked as it is received. All proposals received by the time and date specified in Section II, Key Procurement Dates, will be checked for the presence of proper identification, conformance with the proposal submittal requirements of this RFP, and the satisfaction of the minimum qualifications. Absence of required information may deem the proposal non-responsive and may be cause for rejection.

PART A: Statewide Shared Services Collaborative Proposal Evaluation Criteria

Proposals that pass the prequalification evaluation will undergo an evaluation process conducted by an evaluation committee composed MDH staff and stakeholders selected by MDH. These may be supported by external consultants or other designees (e.g. an extended evaluation team of subject matter experts). All responses received by the deadline will be evaluated. In some instances, an interview may be part of the evaluation process. A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are:

| | Criteria | Percentage of points awarded or Pass/Fail |
|----|---|--|
| 1. | Responder certifies they are a neutral third party that can effectively negotiate and balance the needs of and balance the needs of health care providers, health care payers, HIE Service Providers, consumers, and other stakeholders | Prequalification Evaluation: Pass/Fail |
| 2. | Responder certifies that they have a physical office with staff in Minnesota. | Prequalification Evaluation: Pass/Fail |
| 3. | Responder agrees to incorporate the Minnesota Information Technology Accessibility Standards identified at: http://mn.gov/oet/policies-and-standards/accessibility/ . | Prequalification Evaluation: Pass/Fail |
| 4. | <p>Organizational capacity and Experience</p> <ul style="list-style-type: none"> • The bidding organization demonstrates capacity to meet the required deliverables in the timeframe necessary for successful execution of this contract. • The bidding organization clearly describes roles, and responsibilities and demonstrates adequate qualifications of key internal and external project team members as well as any proposed sub-contractors • The bidding organization demonstrates sufficient stability to carry out the required duties | 10 points |

| | | |
|----|--|-----------|
| 5. | <p>Staff qualifications (includes review of resumes)</p> <ul style="list-style-type: none"> • Responders describe a project team that is likely to be successful in carrying out the full scope of work | 20 points |
| 6. | <p>Governance and sustainability</p> <ul style="list-style-type: none"> • Responder demonstrates they are qualified to effectively negotiate and balance the needs of health care providers, health care payers, HIE service providers, and consumers to establish a community collaborative that can provide governance for statewide shared services in Minnesota • Responder demonstrates the capacity to develop a governance and sustainability model for continuation and expansion beyond the contract. • Responder has involved or has plans to involve the appropriate key stakeholders in planning for long-term governance and sustainability of the Shared Services Technical Infrastructure • Responder demonstrates previous experience with key external stakeholders • Responder has expertise in convening a broad-base of stakeholders, and is well-suited to incorporate stakeholder input, work towards reaching consensus regarding policy and governance issues of the Shared Services Technical Infrastructure, oversee ongoing operations, and develop plans for sustainability of the Shared Services Technical Infrastructure long-term • Responder is qualified for working with other states to ensure consistency and collaboration across state borders | 20 points |
| 7. | <p>Proposed approach to the scope of work and project schedule</p> <ul style="list-style-type: none"> • Responder describes a project schedule that is appropriate based on the Responder’s experience and approach and describes tasks in direct response to the Scope of Work in this RFP. • Responder demonstrates current knowledge and awareness of national activities regarding shared services and meaningful use requirements/standards and a clear process to monitor, evaluate and incorporate national recommendations/ standards into the proposed technical solutions for shared services | 20 points |
| 8. | <p>Cost proposal</p> <p>Cost detail includes costs for all associated activities, including required out –of-state travel to Border States and to ONC-sponsored meetings. Cost detail uses format in Appendix A.</p> <p>The proposal with the lowest cost will receive the total amount of available points. Other price proposals will be scored proportionately utilizing the following formula: Rate of lowest cost proposal/price of proposal being evaluated X available points.</p> | 30 points |

The highest scoring Responders, based on both technical and cost scores, **may** be selected as Finalists and be invited to interview with MDH. Key personnel identified in the proposal must participate in the interview. Date, time and additional details regarding the interviews will be provided to the selected Responders.

Details on Part B: State-Designated Provider of Statewide Shared HIE Services and Core HIE Services

Overview of Part B: State-Designated Provider of Statewide Shared HIE Services and Core HIE Services

The purpose of Part B of the Request for Proposals (RFP) is to procure the services of a State-Certified HIE Service Provider to serve as the State-Designated Provider of Statewide Shared HIE Services and Core HIE Services; specifically, an entity that:

1. Offers existing technical infrastructure that can be expanded upon to provide short-term access to interim statewide shared services including:
 - a. Entity-level and individual-level provider directories for use by health care providers and State-Certified HIE Service Providers.
 - b. Mechanisms for the management of patient consent across State-Certified HIE Service Providers.
 - c. Record locator services
2. Is willing to:
 - a. Modify and expand upon existing technical infrastructure according to specifications developed by the Statewide Shared Services Collaborative established pursuant to Part A of this RFP to meet the long-term needs of the state.
 - b. Adopt implementation policies and financial sustainability plans for statewide shared services developed by the Statewide Shared Services Collaborative established pursuant to Part A of this RFP to meet the long-term needs of the state.

The Contractor selected for Part B of this RFP will provide the following services in collaboration with the Statewide Shared Services Collaborative:

1. Participate in the governance structure of the Statewide Shared Services Collaborative and adhere to any subsequent policies established related to data sharing, content, and quality, including executing reciprocal agreements with other State-Certified HIE Service Providers.
2. Contribute to discussions regarding the sustainability of the Statewide Shared Services through the governance structure established by the Statewide Shared Services Collaborative.
3. Contribute directory, consumer preference, and record locator service information to the Statewide Shared Services.
4. Design, develop, test, implement and maintain shared services with a technical architecture that is flexible and scalable enough to support a variety of exchange services and/or capabilities.
5. Host the Statewide Shared Services and work with MDH to make them available to State-Certified HIE Service Providers, participating entities as defined in Minnesota Statutes §62J.498, and other authorized trading partners across the state of Minnesota.
6. Develop an implementation plan for the administration, operation and maintenance of the Statewide Shared Services infrastructure.

Separate from the Statewide Shared Services Collaborative, the Contractor selected for Part B of this RFP will also develop, expand, and market core health information exchange services that fill existing gaps in the HIE marketplace and support Minnesota health care providers and hospitals in achieving meaningful use.

Part B: Responder Minimum Criteria

There are several minimum criteria that Responder’s proposals will need to meet. The Responder must be a State-Certified HIE Service Provider that:

- ❑ Offers existing technical infrastructure, content, and capacity to provide short-term access to interim statewide shared services including:
 - Entity-level and individual-level provider directories for use by health care providers and State-Certified HIE Service Providers
 - Mechanisms for the management of patient consent across State-Certified HIE Service Providers, including mechanisms for compliance with the Minnesota Records Act (Minn. Stat. § 144.291-144.298.)
- ❑ Certifies that they will participate in the activities associated with Part A of this funding opportunity, including:
 - Provide a commitment to participate in the governance structure for the Statewide Shared Services Collaborative and adhere to any subsequent policies established related to data sharing, content, and quality to the extent allowed by state and federal law.
 - Provide a commitment to contribute to discussion regarding sustainability of the Statewide Shared Services through the established governance structure.
 - Provide a commitment to contribute content to the Statewide Shared Services, participate in testing and/or pilots of Statewide Shared Services as they are developed, and incorporate the use of Statewide Shared Services into their service offerings.
- ❑ Demonstrates the capacity to provide matching funds (\$1 for every \$5 of funding). Examples of allowable funding match include, but are not limited to: cash, in-kind time of staff or stakeholders/partners, other in-kind contributions, and revenue generated by offering Statewide Shared Services or Core HIE Services.
- ❑ Agrees to incorporate the Minnesota Information Technology Accessibility Standards identified at: <http://mn.gov/oet/policies-and-standards/accessibility/>.
- ❑ Certify that they will accept the funding limitations for Part B, including a total contract amount of \$2,000,000 and a requirement that up to \$750,000 may be provided for Short-Term Statewide Shared HIE Services and Core HIE Services, leaving at least \$1,250,000 for Long-Term Statewide Shared HIE Services.

Phasing of Statewide Shared Service Functionality – Part B Requirements

MDH recognizes that the Statewide Shared Services Technical Infrastructure needs to be developed and expanded upon over time. The table below provides known functionality needs for each of the statewide shared services over three phases. Additional functionalities will be identified in the requirements gathering phase for each of the identified phases below.

| Short-Term Shared Services Functionality Requirements | Long-Term Shared Services Functionality Requirements |
|---|--|
| Provider Directory Solution Functionality Requirements (Entity and Provider) | |
| Directory solution provides human-readable format to support Direct point-to-point HIE using web-based directory of health care providers who wish to send and receive clinical messages utilizing the NWHIN Direct protocol | Provides a machine and human readable directory solution to support point-to-point HIE and and future state vision of Networked exchange (content expanded to list of health care providers included in Minnesota’s 2015 mandate for interoperable EHRs) |

| | |
|---|--|
| <p>Has the capacity to expand directory content up to the full list of Medicaid health care providers statewide</p> <p>Contains a HIE service provider-based directory of health care providers who wish to send and receive clinical messages utilizing the NwHIN Direct protocol and other protocols supported by the HIE service providers (content priority given to health care providers necessary for meaningful use)</p> <p>Can support e-mail to e-mail, and EHR to e-mail communications.</p> | <p>Intended to support both push and pull use case scenarios across multiple HIE/HIO networks to support NwHIN Direct and Connect</p> <p>Can support e-mail to e-mail, EHR to e-mail, and EHR to EHR push communications</p> |
| Consumer Preferences Functionality Requirements | |
| <p>Make consent forms of participating entities, the Minnesota Standard Consent Form, and the Upper Midwest HIE Consortium Common Consent Form available electronically for use for intrastate (MN Standard Consent Form) and interstate (Upper Midwest HIE Consortium Common Consent Form) HIE in accordance with Minnesota privacy law (Minn. Stat. § 144.291-144.298)</p> | <p>Provide consent repository to store patient opt-in/opt-out information using IHE Document Repository Profile or other standards recommended nationally – as recommended by the Upper Midwest HIE Consortium</p> |
| Record Locator Services Functionality Requirements | |
| <p>No requirements.</p> | <p>Enable functionality of record locator services (RLS) among State-Certified HIE Service Provider to query and return record locator information, including compliance with provisions of the Minnesota Health Records Act (Minn. Stat. § 144.291-144.298).</p> <p>Expand RLS to include essential data sources (e.g., health plans)</p> |

Part B Scope of Work – Overall Project Tasks and Deliverables

B.1. Participate in the Governance Mechanism and Sustainability Plan for Statewide Shared Services Long-Term

The Contractor funded under Part B: State-Designated Provider of Statewide Shared HIE Services shall participate in the governance process established under Part A of this funding.

Required Deliverables for Governance Mechanism and Sustainability Plan for Statewide Shared Services

While the Contractor funded under Part B does not have any direct deliverables associated with governance and sustainability, it is expected that they will work towards consensus with the Statewide Shared Services Collaborative within a specified timeframe. The Governance and Sustainability plans developed by the Statewide Shared Services Collaborative will require sign-off by the Contractor funded under Part B.

B.2. Develop Short-Term Solution for Shared Service Technical Infrastructure

The Contractor funded under Part B: State-Designated Provider of Statewide Shared HIE Services Contractor shall provide access to existing directory solution for participating entities and HIE service providers to locate routing information to enable exchange utilizing the NWHIN Direct Protocol. This is an interim step while full shared services requirements, specifications, and services are being developed. The Short-Term solution should include, at a minimum:

Directory Solution

- B.2.a.*** A Minnesota Statewide Shared Services for Health Information Exchange web portal with human-readable directory information to support look-up of routing information for participating entities, the state immunization registry and public health disease (laboratory) reporting to support direct point-to-point health information exchange
- B.2.b.*** Coordinate with Minnesota Medicaid Program through the Minnesota Department of Human Services options for expanding existing content to incorporate full list of Medicaid health care providers statewide
- B.2.c.*** Provide a mechanism for HIE Service Providers to supply entity-level and provider-level content for incorporation into the directory
- B.2.d.*** Establish short-term pricing structure for access to existing entity level provider directory. Subscription rates for short-term access to directory solution must be nominal. Subscriptions for short-term directory access must be offered as a stand-alone service, but may be also offered in conjunction with HIE services
- B.2.e.*** Offer subscriptions to short-term directory solution available statewide to enable access to entity level routing information

Consumer Preferences

- B.2.f.*** Provide links to blank copies of the Minnesota Standard Consent Form to Release Health Information, the Upper Midwest HIE Consortium Common Consent Form, and consent forms of participating entities to the extent they are available, and a description of Minnesota privacy law and consent requirements for access to or release of patient health information (Minn. Stat. § 144.291-144.298).

Record Locator Services

- B.2.g.*** No short-term requirements

Part B.2. Required Deliverables for Short-Term Solution for Shared Service Technical Infrastructure

| Deliverables | Timeframe |
|--------------------------------------|--|
| Web portal directory solution | Deployed within 2 months of contract execution |

B.3. Develop Long-Term (Phase II and III) Solution for Shared Service Technical Infrastructure

B.3.a. Entity-level and Provider-level Directories

To the extent required by specifications developed by the Statewide Shared Services Collaborative under Part A, the Contractor funded under Part B shall provide and/or support a virtual, authoritative directory solution consistent with national recommendations on entity-level and provider-level directories.

Long-Term Goal: Improve interoperability statewide among providers and State-Certified HIE Service Providers through open access to entity-level and individual-level provider directory solutions that enable access to information necessary to facilitate secure and reliable HIE statewide and across state borders.

The Contractor funded under Part B: State-Designated Provider of Statewide Shared HIE Services Contractor shall provide the technical infrastructure necessary to deploy a long-term directory solution, which may include but is not limited to:

- B.3.a.i.* Develop, enhance, test, pilot, and deploy statewide shared services with the requirements and specifications developed under Part A: Statewide Shared Services Collaborative
- B.3.a.ii.* Establish the technical interfaces of existing entity and individual-level provider directories of State-Certified HIE Service Providers, and establish programs to offer directory solutions to health care providers, hospitals statewide, as well as to Health Information Service Providers (HISPs) to allow for routing of clinical meaningful use transactions with appropriate patient consent
- B.3.a.iii.* Implement policies and mechanisms to standardize content contained in existing State-Certified HIE Service Provider directories, conduct testing, and pilot implementation
- B.3.a.iv.* Offer subscriptions to directory solution available statewide to enable access to entity level routing information if necessary based on the specifications and sustainability plans developed
- B.3.a.v.* Establish agreements with entities responsible for shared services in border and high frequency trading states to enable access to entity-level and provider-level directory solutions
- B.3.a.vi.* Participate in discussions and the development of policies to facilitate interstate exchange

B.3.b. Consumer Preferences

Establish a statewide mechanism to manage consumer preferences in accordance with federal and Minnesota privacy law requirements with the long-term goal of improving the process for managing consumer preferences for exchange of patient health information

The Contractor funded under Part B shall provide the technical infrastructure necessary to deploy a long-term solution to a mechanism to manage consumer preferences, including:

- B.3.b.i.* Develop, enhance, test, pilot, and deploy statewide shared services with the requirements and specifications developed under Part A: Statewide Shared Services Collaborative
- B.3.b.ii.* Support communications and policy development with other states’ HIOs to make consent information contained in Minnesota consent repository accessible to participating entities in other states that have obtained appropriate consent to enable interstate health information exchange.
- B.3.b.iii.* Participate in the development of policies to facilitate interstate exchange.
- B.3.b.iv.* Establish a mechanism to make Upper Midwest State Health Policy common consent form available to Minnesota health care providers and hospitals to facilitate exchange with upper Midwest states.
- B.3.b.v.* Support implementation of policies to facilitate interstate exchange.
- B.3.b.vi.* Implement agreements established under Part A and technical interfaces necessary for sharing patient-opt out information between State-Certified HIE Service Providers.

B.3.c. Record Locator Services

Long-Term Goal: Interoperability among State-Certified HIE Service Providers who have a record locator service to be able to query patient information

The Contractor funded under Part B shall provide the technical infrastructure necessary to deploy a long-term solution/mechanism to provide interoperability among record locator services operated by State-Certified HIE Service providers, including:

- B.3.c.i.* Participate in the collaborative process led by Part A to develop specific requirements and specifications to enable query access of existing State-Certified HIE Service Provider record locator services to provide an authoritative source of RLS information
- B.3.c.ii.* Implement the technical interfaces, policies, and reciprocal agreements consistent with Minnesota law among Minnesota State-Certified HIE Service Providers that enable queries of record locator services among State-Certified HIE Service Provider
- B.3.c.iii.* Participate in pilot projects with other states’ HIE Service Providers to advance interstate HIE, related to connections to enable access to RLS directories of border and high frequency trading states
- B.3.c.iv.* Participate in the development of policies to facilitate interstate exchange (e.g., work with Part A to gather information on border state approach and provide recommendations on how to facilitate cross-border query for record locator service information)

Part B.3. Required Deliverables for Long-Term Solution for Shared Service Technical Infrastructure

| Deliverables | Timeframe |
|--|---|
| Develop, Test and Pilot Plan Implementation | Due within 2 months of Long-Term Shared Services Specifications sign-off |
| Execution of Long-Term Shared Services | Deployed within 5 months of Long-Term Shared Services Specifications sign-off |

B.4. Core HIE Services

Responders who currently offer the Core HIE Service at the time of responding to this Request for Proposal are eligible to receive the funds for developing Core HIE Services only to the extent that they use the funds to expand the core service and/or offer additional programs and outreach efforts to support the core service after contract execution.

B.4.a.: Statewide Secure Web-based Portal to Send/Receive Push Messages

Develop or expand, and market a statewide secure web-based portal to send/receive push messages providing clinical messaging services to providers important for meaningful use but who may not currently have other health information exchange mechanisms broadly available in Minnesota, including but not limited to: long-term care facilities (including assisted living and skilled nursing facilities), laboratories, local public health, and pharmacies. The statewide secure web-based portal to send/receive push messages should support the NwHIN Direct protocol at a minimum, but should be flexible enough to adapt to evolving national standards.

The portal should provide the functionality to send/receive, at a minimum:

- Continuity of care documents
- Electronic orders for lab tests
- Laboratory results
- Discharge summaries
- Medication reconciliation information
- Referrals for medication therapy management

B.4.b: Statewide Secure Web-based Portal to Query (Pull) Clinical Information

Develop or expand, and market a statewide portal to query (pull) clinical information providing query and aggregation services to providers important for meaningful use but who may not currently have other health information exchange mechanisms broadly available in Minnesota, including but not limited to: long-term care facilities (including assisted living and skilled nursing facilities), local public health, and pharmacies.

The statewide secure web-based portal to query (pull) messages should support the NwHIN Connect protocol at a minimum, but should be flexible enough to adapt to evolving national standards. The portal should be capable of merging patient information from multiple data sources to provide aggregated and accurate information about the patient.

The portal should provide the functionality to view, at a minimum:

- Continuity of care documents
- Medication history
- Laboratory results

B.4.c: Laboratory Services

Develop or expand, and market a Laboratory Services to provide clinical messaging services to support laboratories in sending laboratory results as structured data to health care providers, hospitals, and the Minnesota Department of Health as required for meaningful use. These services are meant to be in addition to the Statewide Secure Web-based Portal to Send/Receive Push Messages above and may include services such as:

- LOINC/SNOMED mapping services to convert clinical results to a consistent format supported by providers, hospitals, and the Minnesota Department of health

- Delivery of laboratory results to health care providers and hospitals directly into the EHR as structured data
- Delivery of reportable conditions to the Minnesota Department of Health

Laboratory services should adhere to national initiatives and standards, whenever possible including:

- The Office of the National Coordinator Standards and Interoperability Framework (S&I) Lab Results Interface Initiative
- The Office of the National Coordinator Community of Practice
- Other national activities as they develop

To the extent that LOINC/SNOMED mapping services are offered, the actual product of the mapping services (e.g., the actual maps produced) must be available for re-use by other State-Certified HIE Service Providers.

B.4. Required Deliverables for Core HIE Services Deliverables

| Deliverables | Timeframe |
|---|---|
| Specifications Document outlining the business and technical requirements, functional specifications, and design of the Core HIE Services technical infrastructure | Due within 3 months of contract execution |
| Execution of Core HIE Service Implementation | Due within 2 months of specification sign-off |

B.5. Project Management

The Contractor shall provide ongoing project management throughout the entire contract period including, but not limited to: scope management, risk management, maintaining project timelines and work breakdown structure.

The Contractor shall provide the technical and functional activities necessary for the management of this scope of work and activities under a resulting contract. The Contractor shall:

- B.5.a Prepare, maintain, and follow a **Project Management Plan** describing the scope of work, project schedule and work breakdown structure, organizational resources and management controls to be employed to meet cost, schedule and performance requirements throughout contract execution.
- B.5.b Prepare a **monthly Status Report**, including a financial management report. The format will be provided by MDH and content will include, but not be limited to, the following:
 - Activities planned for the reporting period
 - Work and deliverables completed during reporting period
 - Status of ongoing activities
 - Activities planned for the following month
 - Problems or issues projected or identified
 - Alternatives and/or recommended solution(s) for identified or projected problems or issues
 - Known or projected resource (staff and funding) and schedule impacts
 - Status of project funds including monthly and total expenditures and funds remaining
 - Status of project matching funds including monthly and total accrued project match
- B.5.c Participate in **weekly project status meetings** and be prepared to present and discuss the following:

- Activities planned for the week
- Work and deliverables completed during the previous week
- Status of ongoing activities
- Activities planned for the following week
- Problems or issues projected or identified
- Alternatives and/or recommended solution(s) for identified or projected problems or issues, and
- Known or projected resource (staff and funding) and schedule impacts

Part B.5. Required Deliverables for Project Management

| Deliverables | Timeframe |
|--------------------------------|--|
| Project Management Plan | Due within one month of contract execution and updates as needed |
| Status Reports | Due monthly to MDH; weekly project progress review |

B.6. Risk Management

The Contractor must develop policies and procedures to ensure sufficient risk management to include but not be limited to: security planning, disaster recovery planning, and Contractor transition planning.

In the event of a change in Contractors, MDH will conduct a full transition from the Contractor to the successor Contractor. End-of-contract transition activities to be conducted by the Contractor include, but are not limited to:

- B.6.a Participation in transition work plan development
- B.6.b Transfer of equipment paid for by the Contract
- B.6.c Shared Services Infrastructure conversion planning, testing, rehearsals, and execution
- B.6.d System and process documentation
- B.6.e System interface contracts and source code related to the interfaces
- B.6.f Knowledge transfer

To prepare for end-of-contract transition, the Contractor will be required to develop and maintain a Contractor Transition Plan. The plan will need to describe all activities to successfully transition to the new system, sequencing of those activities, the parties responsible for performing activities, and a backup plan, if any or all of the transition activities are delayed.

In the event of a change in Contractor, MDH would execute a work authorization for the Contractor to execute end-of-contract transition services.

Part B.6. Required Deliverables for Risk Management

| Deliverables | Timeframe |
|-------------------------------|---|
| Security Plan | Due within 9 months of contract execution with an update provided one month prior to the end of the contract period |
| Disaster Recovery Plan | Due within 9 months of contract execution with an update provided one month prior to the end of the contract period |

| | |
|---------------------------------------|---|
| Contractor Transition Plan | As needed - due upon notice of work authorization for execution of end-of contract transition |
|---------------------------------------|---|

Overall Timeline of Major Activities and Deliverables for Part B

The table below describes the major activities, milestones, and deliverables over time for Part B.

| Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 |
|--|---|---|---|---|--|
| <ul style="list-style-type: none"> Contract begins Participate in the establishment of governance structure and resulting deliverables Enable Short-Term Shared Services Participate in the development of specifications for Long-Term Shared services Develop specifications for Core HIE Services Project management plan due | <ul style="list-style-type: none"> Enable Short-Term Shared Services Participate in the development of specifications for Long-Term Shared services Develop specifications for Core HIE Services Project management status report | <ul style="list-style-type: none"> Short-Term Shared Services implemented Participate in the development of specifications for Long-Term Shared services Project management status report Specifications document for Core HIE Services due | <ul style="list-style-type: none"> Participate in the development of specifications for Long-Term Shared services Project management status report Implement Core HIE Services | <ul style="list-style-type: none"> Participate in the development of specifications for Long-Term Shared services Project management status report Core HIE Services fully implemented | <ul style="list-style-type: none"> Participate in the development of specifications for Long-Term Shared services Project management status report |
| Month 7 | Month 8 | Month 9 | Month 10 | Month 11 | Month 12 |
| <ul style="list-style-type: none"> Participate in the development of specifications for Long-Term Shared services Project management status report | <ul style="list-style-type: none"> Participate in the development of specifications for Long-Term Shared services Project management status report | Due: <ul style="list-style-type: none"> Long-Term Shared Services specifications Security plan for Shared Services Disaster Recovery Plan for Shared Services Project management status report | <ul style="list-style-type: none"> Implement Long-Term Shared Services test and pilot plan Project management status report | <ul style="list-style-type: none"> Implement Long-Term Shared Services test and pilot plan Project management status report | <ul style="list-style-type: none"> Project management status report |
| Month 13 | Month 14 | Month 15 | Month 16 | Month 17 | Month 18 |
| <ul style="list-style-type: none"> Project management status report | <ul style="list-style-type: none"> Long-term Shared Services fully implemented Project management status report | <ul style="list-style-type: none"> Long-Term Shared Services Policies and Agreements due Project management status report | <ul style="list-style-type: none"> Project management status report | <ul style="list-style-type: none"> Project management status report | <ul style="list-style-type: none"> Project management status report Long-Term Shared Services Policies and Agreements implemented |
| Month 19 | Month 20 | Month 21 | Month 22 | One month prior to end of contract | Month 24 or final month of contract |
| <ul style="list-style-type: none"> Project management status report | <ul style="list-style-type: none"> Project management status report | <ul style="list-style-type: none"> Project management status report | <ul style="list-style-type: none"> Project management status report | <ul style="list-style-type: none"> Final governance plan due Final sustainability plan Final security plan Final disaster recovery plan Project management status report | <ul style="list-style-type: none"> Final project management report |

Part B: Proposal Submission Requirements

MDH reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used, along with other information that MDH deems appropriate, in determining suitability of proposed offer. Responders whose proposals were not accepted will be notified that a selection is made, or if it is decided, that no proposals are accepted. MDH has no obligation to explain the basis of or reasons for the decision it makes relating to the proposals and/or this RFP. MDH may identify multiple Responders who are determined suitable and negotiate with each of them on parallel tracks, pending a final contracting decision. Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

PART B: State-Designated Provider of Statewide Shared HIE Services and Core HIE Services Mandatory Submittals

Responders are expected to provide MDH with as much information as necessary in their proposal for MDH to objectively evaluate the proposal and Responder qualifications. At a minimum, proposals must be fully responsive to the specific requirements stated in this RFP. Responders must identify any requirements of this RFP that they cannot satisfy. All responses to the RFP must comply with the requirements of this section.

All responses and all requested documents should be structured in the same order and lettering/numbering format as shown in this section, submitted in a 3-ring binder, on 8 ½ x 11 paper, single-sided, and using at least 11-point font, consecutively numbered and sections clearly marked or labeled. Ten copies of the proposal should be submitted to MDH. The cost proposal should be submitted separately as described in the instructions below. In addition, please submit an electronic copy of the proposal and cost proposal on a USB drive included in the package with the paper copies of the proposal.

Failure to submit all information listed under this section, may at the discretion of MDH, result in the rejection of the proposal. If all Responders fail to meet one or more of the mandatory requirements, MDH reserves the right to continue evaluating the proposals. Responders must complete and submit the following attachments as detailed below:

| Response Section | Title | Format / Page Limit |
|-------------------------|---|--|
| A | Cover Letter Responder must submit a cover letter indicating that the Responder is responding to the RFP and that all of the mandatory requirements in RFP have been met. The letter must be signed by a representative that is legally authorized to contractually bind the Responder. Responder must also disclose any potential, actual or apparent conflicts of interest that may arise between any of the Responder's current clients and/or employees, and MDH. Because of the complexities involved in defining conflicts of interest, please identify any potential conflicts. MDH will make a final determination as to whether a disqualifying conflict exists. Note: If there are no known conflicts, provide a statement to this effect. | Letter on organization's letter head signed by representative with legal contracting capacity. |
| B | Letters of Support Provide letters of support by community stakeholders. | No page limit |

| Response Section | Title | Format / Page Limit |
|------------------|--|---------------------|
| C | Table of Contents Provide a table of contents for the remainder of the proposal | No page limit |
| D | Response to Minimum (Pass/Fail) Requirements Describe how the Responder complies with the following Pass/Fail requirements: <ul style="list-style-type: none"> • Be a State-Certified HIE Service Provider in accordance with Minn. Stat. §62J.498-62J.4982* • Responder certifies that they will offer existing technical infrastructure, content, and capacity to provide short-term access to interim statewide shared services including: <ul style="list-style-type: none"> – Entity-level and individual-level provider directories for use by health care providers and State-Certified HIE Service Providers – Mechanisms for the management of patient consent across State-Certified HIE Service Providers • Demonstrate the capacity to provide matching funds (\$1 for every \$5 of funding). Examples of allowable funding match include, but are not limited to: in-kind time of staff or stakeholders/partners, other in-kind contributions, revenue generated by offering shared services. • Certify that they will accept the funding limitations for Part B, including a total contract amount of up to \$750,000 for the development of Short-Term Shared Services and Core HIE Services, leaving at least \$1,250,000 for the development of Long-Term Statewide Shared Services. • Agree to incorporate the Minnesota Information Technology Accessibility Standards identified at: http://mn.gov/oet/policies-and-standards/accessibility/. • Certify that they will participate in the activities associated with Part A of this funding opportunity, including: <ul style="list-style-type: none"> – Provide a commitment to participate in the governance structure for the Statewide Shared Services Collaborative and adhere to any subsequent policies established related to data sharing, content, and quality. – Provide a commitment to contribute to discussion regarding sustainability of the Statewide Shared Services through the established governance structure. – Provide a commitment to contribute content to the Statewide Shared Services, participate in testing and/or pilots of Statewide Shared Services as they are developed, and incorporate the use of Statewide Shared Services into their service offerings. <p>*Note: In the event that a HIE Service Provider has submitted an application the State to become a State-Certified HIE Service Provider, but</p> | No page limit |

| Response Section | Title | Format / Page Limit |
|------------------|---|--|
| | has not yet been granted a Certificate of Authority to operate as a HIE Service Provider in Minnesota, they are eligible to apply for this funding, but they must complete the application process and be granted a certificate of authority as an HIO or HDI to before contract execution. | |
| E | <p>Organizational Capacity and Experience Describe the organizational capacity to meet the required deliverables in the timeframe necessary for successful execution of this contract.</p> <p>Describe the organizational history for both the Responder and any proposed sub-contractor, including but not limited to:</p> <ul style="list-style-type: none"> • Narrative description of organization’s history • Number of years in business • Number/locations of offices • Gross Revenue for last 3 fiscal years • Number of salaried employees (W-2) for last 3 fiscal years • Number of contracted staff (1099) for last 3 fiscal years • Number of staff with offices in Minnesota • Ownership status (non-profit, private/public corporation, subsidiary, etc.) • A copy of the most recent audited financial statement or federal tax return • List of projects/clients related to health care systems, health information exchanges, hosting, operating, and maintaining web-based systems, or other relevant projects/clients • Formal partnerships with other companies • Relevant certifications/awards | No more than 5 pages |
| F | <p>Staff Qualifications In regard to staff qualifications, MDH is interested in the qualifications of the proposed team members who will be working the contract, including any proposed sub-contractors. Responders must submit a project team organizational chart indicating reporting relationships of proposed project staff with roles that relate to the Responders’ approach and methodologies described in Proposed Approach to the Scope of Work below.</p> <p>The Responder must identify the specific individuals to be assigned to the roles identified in the Project Team Organization Chart, with additional details provided relative to their specific area of expertise and qualifications for this engagement. For each individual identified, the Responder shall provide an attached professional resume (this is not part of the page limit)</p> | No more than 5 pages, plus resumes (which may be placed in appendices) |
| G | <p>Existing Technical Infrastructure Describe the existing technical infrastructure and how it can be expanded upon over time to meet requirements of the Statewide Shared HIE Services Technical Infrastructure. Include in the response, how the</p> | No more than 10 pages |

| Response Section | Title | Format / Page Limit |
|------------------|--|-----------------------|
| | <p>existing services (directories, record locator services, and mechanism to manage consumer preferences) function and how they can be scaled to provide services statewide. Responses should include, at a minimum:</p> <ul style="list-style-type: none"> • Current architectures (including software architecture, logical architecture, physical architecture preferences, and security architecture) for directories, record locator services, and mechanisms to manage consumer preferences • Functionality and processes for how current directories, record locator services, and mechanisms to manage consumer preferences work • Scalability of architectures for statewide functionality • Details on current directories, including: number of health care providers currently in the directories, data fields contained in the directories, capacity for rapidly expanding directory content, current mechanisms available for accessing the directory | |
| H | <p>Minnesota Information Technology Accessibility Standards Describe the extent to which the current and proposed technology solution agrees to incorporate the Minnesota Information Technology Accessibility Standards identified at: http://mn.gov/oet/policies-and-standards/accessibility/. Complete Appendix B to provide information about the accessibility to the current and proposed solution. For each accessibility requirement, designate the following: “yes”, “no”, or “partially meets the requirement.”</p> | No page limit |
| I | <p>Proposed Approach to the Scope of Work and Project Schedule Responders must describe their proposed approach for meeting each of the requirements related to Part B, with the exception of Core HIE Services which is included in the section below. Each Responder’s Proposed Approach must include a proposed project schedule that is appropriate based on the Responder’s experience and approach. The schedule must include the tasks identified by the Responder in response to the requirements of Part B in Section III. The schedule should include tasks, milestones, and task durations.</p> <p>As part of the response, Responders should describe plans to:</p> <ul style="list-style-type: none"> • Provide an established infrastructure that can be expanded to support the needs of the state and support the full range of shared services necessary to support meaningful use requirements as specified by the Centers for Medicare and Medicaid Services (CMS). • Demonstrate current knowledge and awareness of national activities regarding shared services and meaningful use requirements/standards and a clear process to monitor, evaluate and incorporate national recommendations/ standards, including, but not limited to: IHE’s IT Infrastructure Healthcare Provider Directory and the HL7 Reference Information Model, Standards | No more than 15 pages |

| Response Section | Title | Format / Page Limit |
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| | <p>and Interoperability Framework Sprint Team on Provider Directories, Health and Human Services Standards and Policy Committees recommendations on provider directories</p> <ul style="list-style-type: none"> • Describe the process that will be used to identify and evaluate technology solutions, including solutions by multiple technology vendors and open source solutions. | |
| J | <p>Proposed Approach to Core Health Information Exchange Services Describe plans to offer Core Health Information Exchange Services as described in Part B in Section V. The description should include: current Core HIE Service offerings (including architecture and functionality of current Core HIE Service offerings), proposed solution for enhancing current or offering new Core HIE Services (including additional architecture and functionalities), and the timeframe for future offerings. The Core HIE Services must be limited to those listed in the Scope of Work. The description should also include anticipated demand for both current and future Core HIE Service offerings by Minnesota health care providers.</p> | No more than 10 pages |
| K | <p>Proposed Approach to Funding Match Describe the sources of funds that will be applied towards funding match, including but not limited to:</p> <ul style="list-style-type: none"> • Cash • In-kind time of staff or stakeholders/partners • Other in-kind contributions • Revenue generated from offering shared HIE services for a fee. <p>Description should include methods for tracking of match. Note: ARRA requires that all revenue generated from this funding must be applied towards the match requirement. Cash match is also preferred. Federal funds may not be counted towards match.</p> | No more than 1 page |
| L | <p>Submit the following forms as identified in the General Requirements Section of the RFP:</p> <ul style="list-style-type: none"> • Certificate Regarding Lobbying • Affirmative Action Certification • Affidavit of Noncollusion • Veteran Owned Preference Form (if applicable) | No page limit |
| M | <p>Appendices</p> <ul style="list-style-type: none"> ▪ Resumes of key staff | No page limit |

Cost Proposal

In addition to the above required components for Part B, a Cost Proposal is required to be submitted separately. Provide one copy of the cost proposal in a separately sealed envelope clearly marked on the outside "Part B Cost Proposal" along with the organization's name. In developing the cost proposal, the cost proposal should:

- Plan for costs associated with out-of-state travel to Minnesota Border States of Wisconsin, Iowa, South Dakota, and North Dakota. Costs should include travel for one executive-level staff person for trips to each of the four states in both calendar years 2012 and 2013, for a total of eight trips. In addition, costs should include travel by one executive-level staff person to two-ONC sponsored meetings (location to be determined by ONC) in 2012 and 2013 for a total of four ONC-sponsored meetings.

- Identify sources and amounts of match funds. For every \$5 in funds requested provide \$1 in funding match. Examples of allowable funding match include, but are not limited to: cash, in-kind time of staff or stakeholders/partners, and other in-kind contributions, and revenue generated by offering shared services for a fee. Cash match sources are preferred.
- Cost proposals must separate costs associated with developing Statewide Shared HIE Services and costs associated with developing Core HIE Services. For Statewide Shared HIE Services, costs should be separated into costs for: 1) participation in Statewide Shared Services Collaborative, 2) development of Short-Term Shared Services Solutions, 4) anticipated costs for Long-Term Shared Services Solution, and 5) ongoing project management. For Core HIE Services, costs should be separated for: 1) development of Core HIE Services and 2) ongoing project management. Costs for the development of the Short-Term Shared Services Solutions and costs for the development of Core HIE Services (including project management) shall not exceed \$750,000. See the Evaluation Process section for additional details.
- For the development of the Statewide Shared Services, since specifications have not yet been developed, contractor may propose costs associated with innovative solutions for Statewide Shared Services that are within the funding limits.
- Use the attached format in Appendix A which is the approved format from ONC for budget and narrative justification.

For purposes of completing the cost proposal, the state does not make regular payments based upon the passage of time. It only pays for services performed or work delivered after it is accomplished.

All proposals must be delivered to:

Jennifer Fritz
 Minnesota Department of Health
 Office of Health Information Technology
 85 East 7th Place, Ste. 220
 St. Paul, MN 55101

All proposals must be received not later than 12:00 p.m. Central Time, Thursday, January 5, 2012, as indicated by a notation made by the Receptionist, 2nd Floor (Suite 220), 85 East 7th Place, St. Paul, MN.

Additional instructions:

- Late proposals will not be considered.
- All costs incurred in responding to this RFP will be borne by the Responder.
- Fax and email responses will not be considered.
- Submit ten copies of the proposal.
- Proposals are to be sealed in mailing envelopes or packages with the responder's name and address written on the outside.
- Provide one copy of the cost proposal in a separately sealed envelope clearly marked on the outside "Cost Proposal" along with the organization's name.
- For purposes of completing the cost proposal, the state does not make regular payments based upon the passage of time, it only pays for services performed or work delivered after it is accomplished.
- Proposals will be evaluated on "best value" as specified under Evaluation Process.
- The cost proposal will not be opened by the review committee until after the qualifications points are awarded.
- Price will be a significant factor in the evaluation of proposals.

Part B: Evaluation Process

The proposal must be organized to correspond with all requirements and formats set forth in this RFP. The proposal should be clear, concise and must be complete. All information must be contained in the proposal. No assumptions will be made by MDH regarding the intentions of the Responder in submitting the proposal. Responders not providing all requested information may be rejected. Written proposals must be bound and organized in a manner to facilitate ease of review by evaluators.

All proposals submitted will be evaluated for form and content in accordance with the provisions stated in the final solicitation document. Clarifications may be requested from the Responder at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented in the proposal.

Each proposal will be date and time marked as it is received. All proposals received by the time and date specified in Section II, Key Procurement Dates, will be checked for the presence of proper identification, conformance with the proposal submittal requirements of this RFP, and the satisfaction of the minimum qualifications. Absence of required information may deem the proposal non-responsive and may be cause for rejection.

PART B: State-Designated Provider of Statewide Shared HIE Services and Core HIE Services Proposal Evaluation Criteria

Proposals that pass the prequalification evaluation will undergo an evaluation process conducted by an evaluation committee composed of MDH staff and stakeholders selected by MDH. These may be supported by external consultants or other designees (e.g. an extended evaluation team of subject matter experts). All responses received by the deadline will be evaluated. In some instances, an interview may be part of the evaluation process. A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are:

| | Criteria | Percentage of points awarded or Pass/Fail |
|----|---|--|
| 1. | Responder certifies they will offer existing technical infrastructure, content, and capacity to provide short-term access to interim statewide shared services including: <ul style="list-style-type: none"> • Entity-level and individual-level provider directories for use by health care providers and State-Certified HIE Service Providers • Mechanisms for the management of patient consent across State-Certified HIE Service Providers | Prequalification Evaluation: Pass/Fail |
| 2. | Responder certifies that they will participate in the activities associated with Part A of this funding opportunity, including: <ul style="list-style-type: none"> • Provide a commitment to participate in the governance structure for the Statewide Shared Services Collaborative and adhere to any subsequent policies established related to data sharing, content, and quality. • Provide a commitment to contribute to discussion regarding sustainability of the Statewide Shared Services through the established governance structure. • Provide a commitment to contribute content to the Statewide | Prequalification Evaluation: Pass/Fail |

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| | Shared Services, participate in testing and/or pilots of Statewide Shared Services as they are developed, and incorporate the use of Statewide Shared Services into their service offerings. | |
| 3. | Responder certifies that they will accept the funding limitations for Part B, including a total contract amount of up to \$750,000 for the development of Short-Term Shared Services and Core HIE Services, leaving at least \$1,250,000 for the development of Long-Term Statewide Shared Services. | Prequalification Evaluation: Pass/Fail |
| 4. | Responder agrees to incorporate the Minnesota Information Technology Accessibility Standards identified at: http://mn.gov/oet/policies-and-standards/accessibility/ . | Prequalification Evaluation: Pass/Fail |
| 5. | Responder certifies that they will provide matching funds in the cost proposal. They must provide \$1 for every \$5 of requested funding. Examples of allowable funding match include, but are not limited to: in-kind time of staff or stakeholders/partners, other in-kind contributions, revenue generated by offering shared services. | Prequalification Evaluation: Pass/Fail |
| 6. | Letters of support demonstrate commitment by key community stakeholders, including but not limited to: <ul style="list-style-type: none"> • State-Certified HIOs and HDIs. For current listing of State-Certified HIOs and HDIs: http://www.health.state.mn.us/divs/hpsc/ohit/certified.html • Other potential HIOs or HDIs • State agencies • Provider community (e.g., hospitals, clinics, labs, pharmacies) • Stakeholder groups | 5 points |
| 7. | Organizational capacity and Experience <ul style="list-style-type: none"> • The bidding organization demonstrates capacity to meet the required deliverables in the timeframe necessary for successful execution of this contract. • The bidding organization demonstrates sufficient stability to carry out the required duties, both during contract period and demonstrates likely success after contract period ends | 10 points |
| 8. | Staff qualifications (includes review of resumes) <ul style="list-style-type: none"> • Responders describe a project team that is likely to be successful in carrying out the full scope of work, both in terms of governance and sustainability and expansion of technical infrastructure • The bidding organization clearly describes roles, and responsibilities and demonstrates adequate qualifications of key internal and external project team members as well as any proposed sub-contractors | 10 points |
| 9. | Existing Technical Infrastructure Responder demonstrates how their proposed solution provides an established infrastructure that can be expanded to support the needs of the state and the full range of shared services necessary to for meaningful use requirements as specified by the Centers for Medicare and Medicaid Services (CMS). | 10 points |
| | Minnesota Information Technology Accessibility Standards The extent to which the current and proposed technology solution | 5 points |

| | | |
|-----|--|--|
| | incorporates the Minnesota Information Technology Accessibility Standards identified at: http://mn.gov/oet/policies-and-standards/accessibility/ . | |
| 10. | <p>Proposed approach to the scope of work and project schedule, excluding Core HIE Services</p> <ul style="list-style-type: none"> • Responder describes a project schedule that is appropriate based on the Responder’s experience and approach and describes tasks in direct response to the Scope of Work in this RFP. • Responder demonstrate current knowledge and awareness of national activities regarding shared services and meaningful use requirements/standards and a clear process to monitor, evaluate and incorporate national recommendations/ standards • Responder describes the process that will be used to identify and evaluate technology solutions, including solutions by multiple technology vendors and open source solutions. | 15 points |
| 11. | <p>Proposed Approach to Core Health Information Exchange Services</p> <p>Proposal describes plans to offer Core Health Information Exchange Services as described in Part B in Section III. The description includes: current Core HIE Service offerings (including architecture and functionality of current Core HIE Service offerings), proposed solution for enhancing current or offering new Core HIE Services (including additional architecture and functionalities), and the timeframe for future offerings. The description also includes anticipated demand for both current and future Core HIE Service offerings by Minnesota health care providers. The proposal limits the Core HIE Services to those listed in the Scope of Work.</p> | 10 points |
| 11. | <p>Proposed approach to funding match</p> <p>Proposal describes the anticipated proportion of sources of funds that will be applied towards funding match, including but not limited to:</p> <ul style="list-style-type: none"> • Cash • In-kind time of staff or stakeholders/partners • Other in-kind contributions • Revenue generated from offering shared HIE services for a fee. <p>Note: ARRA requires that all revenue generated from this funding must be applied towards the match requirement. Cash match is also preferred. Federal funds may not be applied towards the match requirement.</p> | 5 points |
| 12. | <p>Cost proposal</p> <p>Cost detail must demonstrate funding match as required. Cost will be evaluated in the following way:</p> <p>15 points for completeness with the technical aspects of the proposal; and the level of innovation proposed for the scope described in all aspects of the RFP. Cost proposals must also describe plan for funding match. For every \$5 in funds requested provide \$1 in funding match is required. Examples of allowable funding match include, but are not limited to: cash, in-kind time of staff or stakeholders/partners, and other in-kind contributions, and revenue generated by offering shared services for a fee.</p> | <p>30 points total with the following breakdown:</p> <p>15 points for completeness of technical aspects of proposal and the level of innovation proposed for scope described in all aspects of the RFP</p> <p>15 points based on</p> |

| | |
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| <p>15 points will be awarded based on value for costs associated with 1) participation in Statewide Shared Services Collaborative; 2) Development of Short-Term Shared Services Solutions; 3) Development of Core HIE Services; and 4) Ongoing Project Management. <u>Cost proposals should separate the costs for the above so that the proposed costs associated with Long-Term Statewide Shared Services (which is dependent of deliverables from Part A of this RFP) will not be calculated in the cost calculation below.</u></p> <p><u>Cost calculation:</u> The proposal with the lowest cost will receive the total amount of available points. Other price proposals will be scored proportionately utilizing the following formula: Rate of lowest cost proposal/price of proposal being evaluated X available points.</p> | <p>total value</p> |
|--|--------------------|

The highest scoring Responders, based on both technical and cost scores, may be selected as Finalists and be invited to interview with MDH. Key personnel identified in the proposal must participate in the interview. Date, time and additional details regarding the interviews will be provided to the selected Responders.

IV. Details on Part C: Connectivity Programs and Performance-Based Connectivity Incentives for State-Certified Health Information Exchange Service Providers

Overview of Part C: Connectivity Programs and Performance-Based Connectivity Incentives for State-Certified Health Information Exchange Service Providers

The purpose of Part C of the Request for Proposals (RFP) is to procure the services of an entity or entities to implement targeted programs to connect meaningful use eligible health care professionals and hospitals and other health care providers necessary for meaningful use to State-Certified Health Information Exchange Service Providers in Minnesota. The total amount of funding available for Part C of this RFP is \$1,000,000, including \$300,000 for Targeted Connectivity Programs for Health Information Exchange and \$700,000 for Performance-based Connectivity Incentives. It is anticipated that up to three contracts may be awarded under Part C of this RFP, but the state reserves the right to enter into fewer than three contracts. The contracts are anticipated to begin on February 1, 2012 and will continue for a total of 15 months.

Funding to support the implementation of Connectivity Programs and Performance-based Connectivity Incentives are available only to State-Certified HIE Service Providers operating in accordance with Minn. Stat. §62J.498-62J.4982. In the event that an HIE Service Provider has submitted an application to the State to become a State-Certified HIE Service Provider, but has not yet been granted a Certificate of Authority, it must complete the application process and be granted a Certificate of Authority as an HIE Service Provider prior to contract execution.

Responders will be required to submit proposals that describe the targeted programs they plan to offer and realistic targets for connecting providers to their HIE services. Payment for implementation of targeted programs will not be made until after costs have been incurred, and Performance-based Connectivity Incentives will be distributed on a formula basis only. Contractors will not receive Performance-based Connectivity Incentives until after signed contracts are in place with participating entities in the target population.

In addition to being a State-Certified HIE Service Provider, recipients of this funding must participate in the activities associated with Parts A and B of this funding opportunity, including committing to:

1. Participate in the governance structure of the Statewide Shared Services Collaborative and adhere to any subsequent policies established related to data sharing, content, and quality, including executing reciprocal agreements with other State-Certified HIE Service Providers.
2. Contribute to discussions regarding the sustainability of the Statewide Shared Services through the governance structure established by the Statewide Shared Services Collaborative.
3. Contribute content to the Statewide Shared Services, participate in the testing and/or pilots of Statewide Shared Services as they are developed, and incorporate the use of Statewide Shared Services into their service offerings.

Part C: Responder Minimum Criteria

There are several minimum criteria that Responder's proposals will need to meet. The Responder must:

- Be a State-Certified HIE Service Provider operating in accordance with Minn. Stat. §62J.498-62J.4982. In the event that a HIE Service Provider has submitted an application to the State to become a State-Certified HIE Service Provider, but has not yet been granted a Certificate of Authority to operate as a HIE

Service Provider in Minnesota, they are eligible to apply for this funding, but they must complete the application process and be granted a certificate of authority as an HIO or HDI to before contract execution.

- ❑ Demonstrate the capacity to provide matching funds (\$1 for every \$5 in funding). Examples of allowable funding match include, but are not limited to: cash, in-kind time of staff or stakeholders/partners, and other in-kind contributions.
- ❑ Certify that that they will accept the Performance-based Connectivity Incentive payment structure as outlined in Part C of this RFP.
- ❑ Certify that they will participate in the activities associated with Part A of this funding opportunity, including:
 - Provide a commitment to participate in the governance structure for the Statewide Shared Services Technical Infrastructure and adhere to any subsequent policies established related to data sharing, content, and quality.
 - Provide a commitment to contribute to discussion regarding sustainability of the Statewide Shared HIE Services through the established governance structure.
 - Provide a commitment to contribute content to the Statewide Shared Services, participate in testing and/or pilots of Statewide Shared Services as they are developed, and incorporate the use of Statewide Shared Services into their service offerings.

Part C.1.a Connectivity Programs for Health Information Exchange

The contractor(s) shall implement targeted programs for HIE connectivity statewide for meaningful use eligible health care professionals and hospitals and other health care providers necessary for meaningful use. Funds may be used for activities necessary for administration of targeted programs for HIE connectivity, including implementing an outreach plan to recruit health care providers to participate in health information exchange.

Responders who currently offer programs to connect eligible professionals and hospitals for health information exchange services at the time of responding to this Request for Proposal are eligible to receive an award for targeted programs under Part C only to the extent that they use the funds to expand current connectivity programs and/or offer additional programs, services, and outreach efforts to effectively on-board meaningful use eligible clinics with at least one eligible professional employed at least half time, hospitals, and other health care providers necessary for meaningful use for health information exchange services.

Proposals submitted for Part C must include a description of the program or program enhancements to be made. Specific information should be included to describe:

- The group that will be the focus of the targeted program (e.g. provider type, entity type, and geography)
- The Responder’s knowledge of the target group and their needs for health information exchange
- The Responder’s relevant experience in working with the target group.
- The Responder’s vision for meeting the short and long-term needs for the target group.
- The proposed outreach plan for connecting providers within the target group, including strategies for:
 - Articulating the short-term and long-term vision for health information
 - Differentiating themselves and identifying themselves as a leader in the marketplace
 - Articulate the company’s capabilities to potential customers
 - Creating a business model that will retain current customers
- Timeline for overall outreach efforts with a proposed schedule for attaining provider connectivity to health information exchange services

- Method for including electronic health record vendors to ensure their solution meets the needs of the provider community
- Describe the range of technology solutions offered, including solutions for on-ramp connectivity for robust health information exchange to support providers in meeting Minnesota’s 2015 goal for interoperability.
- Cost estimate for implementing the outreach program.
- The proposed number of projected signed one-year agreements by end of contract period (15 months) by Health Information Exchange Incentive Type (see below and Appendix C for additional details).

A total of \$300,000 is available for Targeted Connectivity Programs for Health Information Exchange. Responders may request up to \$100,000 for the implementation costs of their proposed Targeted Connectivity Program.

Part C.1.a Required Deliverables for Connectivity Programs for HIE

| Deliverables | Timeframe |
|---|---|
| Final Outreach Plan | Due within 2 months of contract execution |
| Status Reports, & Corresponding Updates to Outreach Plan | Monthly after contract execution |

Part C.1.b Performance-based Connectivity Incentives

In addition to supporting implementation costs for Connectivity Programs for Health Information Exchange, contractor(s) under Part C will be eligible to receive Performance-based Connectivity Incentive payments based on the number of one-year signed agreements resulting from their Connectivity Programs. Up to \$700,000 is available for Performance-based Connectivity Incentives, specifically up to \$300,000 for Basic HIE Connectivity and \$400,000 for Robust HIE Connectivity.

The table below provides details on the Performance-based Connectivity Incentive Program. Note that all contractors will be required to target a minimum of 50 new connectivity agreements in order to receive incentives under this contract. Agreements are recognized at the entity level (e.g., clinic, hospital). New connectivity agreement is defined as: an agreement between the contractor and a participating entity where no previous agreement was held for the electronic exchange of transactions containing health information for clinical purposes. Exclusions: new connectivity agreements for entities that have received HIE Connectivity Grants through the Minnesota Department of Health Office of Health Information Technology in collaboration with the Office of Rural Health and Primary Care may not be counted for purposes of determining connectivity incentives under this program. A current listing of grant recipients for the MDH HIE Connectivity Grant program can be found at: <http://www.health.state.mn.us/divs/hpsc/ohit/hiegrants.html>.

Performance-based Connectivity Incentive Payment Structure

| Health Information Exchange Incentive Type | Total Funds Available | Projected Individual Contractor Connectivity Incentive Calculation |
|---|-----------------------|---|
| <p>Basic HIE Connectivity Includes the capacity for the connected entity to send and receive push transactions.</p> | <p>\$300,000</p> | <p><u>Total Estimated Individual Contractor Incentive</u> = Total funds available by HIE incentive type / Total # of estimated connections by all funded contractors for HIE Incentive Type (based on proposals selected) X Number of connections estimated by individual contractor for HIE Incentive Type</p> <p><u>Incentive per Connectivity Agreement</u> = Total funds available by HIE incentive type / Total estimated connections by all funded contractors for HIE incentive type (based on proposals)</p> <p><u>Total Actual Incentive Payment</u> = Actual # Agreements Signed X Incentive per Connectivity Agreement</p> |
| <p>Robust HIE Connectivity Includes the capacity for the connected entity to send and receive push transactions with clinical information, as well as run a query. The connected entity becomes a data source for record locator services to enable others on the network to find patient information.</p> | <p>\$400,000</p> | |

Part C.1.a Required Deliverables for Performance-based Connectivity Incentives

| Deliverables | Timeframe |
|--|--|
| <p>Documentation of Signed Connectivity Agreements Contractor must produce the following details on each of the signed agreements, including at a minimum:</p> <ul style="list-style-type: none"> • The names of contracted entities • The type of HIE connectivity (Robust or Basic) • The duration of contract • Number of meaningful use eligible professionals accessing health information exchange services as a result of the connectivity agreement <p>Upon execution of the contract, MDH will provide a format for reporting the above information.</p> | <p>Monthly submissions due at time of monthly status reports</p> |

C.1.c Project Management

The Contractor shall provide ongoing project management throughout the entire contract period including, but not limited to: scope management, risk management, maintaining project timelines and work breakdown structure.

The Contractor shall provide the technical and functional activities necessary for the management of this scope of work and activities under a resulting contract. The Contractor shall:

- B.1.c.i Prepare, maintain, and follow a **Project Management Plan** describing the scope of work, project schedule and work breakdown structure, organizational resources and management controls to

be employed to meet cost, schedule and performance requirements throughout contract execution.

C.1.c.ii Prepare a **Monthly Status Report**, including a financial management report. The format will be provided by MDH and content will include, but not be limited to, the following:

- Activities planned for the reporting period
- Work and deliverables completed during reporting period
- Status of ongoing activities
- Activities planned for the following month
- Problems or issues projected or identified
- Alternatives and/or recommended solution(s) for identified or projected problems or issues
- Known or projected resource (staff and funding) and schedule impacts
- Status of project funds including monthly and total expenditures and funds remaining
- Status of project matching funds including monthly and total accrued project match

Part B.5. Required Deliverables for Project Management

| Deliverables | Timeframe |
|--------------------------------|--|
| Project Management Plan | Due within one month of contract execution and updates as needed |
| Monthly Status Reports | Due monthly to MDH |

Part C: Proposal Submission Requirements

MDH reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used, along with other information that MDH deems appropriate, in determining suitability of proposed offer. Responders whose proposals were not accepted will be notified that a selection is made, or if it is decided, that no proposals are accepted. MDH has no obligation to explain the basis of or reasons for the decision it makes relating to the proposals and/or this RFP. MDH may identify multiple Responders who are determined suitable and negotiate with each of them on parallel tracks, pending a final contracting decision. Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

PART C: Performance-based Connectivity Incentives for Health Information Exchange Mandatory Submittals

Responders are expected to provide MDH with as much information as necessary in their proposal for MDH to objectively evaluate the proposal and Responder qualifications. At a minimum, proposals must be fully responsive to the specific requirements stated in this RFP. Responders must identify any requirements of this RFP that they cannot satisfy. All responses to the RFP must comply with the requirements of this section.

All responses and all requested documents should be structured in the same order and lettering/numbering format as shown in this section, submitted in a 3-ring binder, on 8 ½ x 11 paper, and using at least 11-point font, consecutively numbered and sections clearly marked or labeled. Ten copies of the proposal should be submitted to MDH. The cost proposal should be submitted separately as described in the instructions below. In addition, please submit an electronic copy of the proposal and cost proposal on a USB drive included in the package with the paper copies of the proposal.

Failure to submit all information listed under this section may result in the rejection of the proposal. If all Responders fail to meet one or more of the mandatory requirements, MDH reserves the right to continue evaluating the proposals. Responders must complete and submit the following attachments as detailed below:

| Response Section | Title | Format / Page Limit |
|-------------------------|--|--|
| A | <p>Cover Letter Responder must submit a cover letter indicating that the Responder is responding to the RFP and that all of the mandatory requirements in RFP have been met. The letter must be signed by a representative that is legally authorized to contractually bind the Responder. Responder must also disclose any potential, actual or apparent conflicts of interest that may arise between any of the Responder’s current clients and/or employees, and MDH. Because of the complexities involved in defining conflicts of interest, please identify any potential conflicts. MDH will make a final determination as to whether a disqualifying conflict exists. Note: If there are no known conflicts, provide a statement to this effect.</p> | Letter on organization’s letter head signed by representative with legal contracting capacity. |
| B | <p>Letters of Support Provide letters of support by community stakeholders related to the proposal.</p> | Optional |
| C | <p>Table of Contents Provide a table of contents for the remainder of the proposal</p> | No page limit |
| D | <p>Response to Minimum (Pass/Fail) Requirements Describe how the Responder complies with the following Pass/Fail</p> | No page limit |

| Response Section | Title | Format / Page Limit |
|------------------|--|-----------------------|
| | <p>requirements:</p> <ul style="list-style-type: none"> • Be a State-Certified HIE Service Provider in accordance with Minn. Stat. §62J.498-62J.4982* • Demonstrate the capacity to provide matching funds (\$1 for every \$5 of funding). Examples of allowable funding match include, but are not limited to: in-kind time of staff or stakeholders/partners, and other in-kind contributions. • Certify that that they will accept the Performance-based Connectivity Incentive payment structure as outlined in Part C of the RFP. • Certify that they will participate in the activities associated with Part A of this funding opportunity, including: <ul style="list-style-type: none"> – A commitment to participate in the governance structure for the Statewide Shared Services Collaborative and adhere to any subsequent policies established related to data sharing, content, and quality. – A commitment to contribute to discussion regarding sustainability of the Statewide Shared Services through the established governance structure. – A commitment to contribute content to the Statewide Shared Services, participate in testing and/or pilots of Statewide Shared Services as they are developed, and incorporate the use of Statewide Shared Services into their service offerings. <p>*Note: In the event that a HIE Service Provider has submitted an application the State to become a State-Certified HIE Service Provider, but has not yet been granted a Certificate of Authority to operate as a HIE Service Provider in Minnesota, they are eligible to apply for this funding, but they must complete the application process and be granted a certificate of authority as an HIO or HDI to before contract execution.</p> | |
| E | <p>Organizational Capacity and Staff Qualifications Describe the organizational capacity to execute on deliverables as part of this contract. This description should include:</p> <ul style="list-style-type: none"> • Roles, responsibilities, and qualifications of key internal or external project team members • Stability of the Responder’s organization <p>In regard to staff qualifications, MDH is interested in the qualifications of the proposed team members who will be developing and implementing the proposed targeted connectivity program.</p> <p>For each individual identified, the Responder shall provide an attached professional resume (this is not part of the page limit).</p> | No more than 5 pages |
| F | <p>Proposed Approach to Targeted Programs for HIE Connectivity Describe programs and plans to enable connectivity among Minnesota meaningful use eligible health care professionals and hospitals and other health</p> | No more than 10 pages |

| Response Section | Title | Format / Page Limit |
|------------------|--|---------------------|
| | <p>care providers necessary for meaningful use. Descriptions should include:</p> <ul style="list-style-type: none"> • The group that will be the focus of the targeted program (e.g. provider type, entity type, and geography) • The Responder’s knowledge of the target group and their needs for health information exchange • The Responder’s relevant experience in working with the target group. • The Responder’s vision for meeting the short and long-term needs for the target group. • The proposed outreach plan for connecting providers within the target group, including strategies for: <ul style="list-style-type: none"> – Articulating the short-term and long-term vision for health information – Differentiating themselves and identifying themselves as a leader in the marketplace – Articulate the company’s capabilities to potential customers – Creating a business model that will retain current customers • Timeline for overall outreach efforts with a proposed schedule for attaining provider connectivity to health information exchange services • Method for including electronic health record vendors to ensure their solution meets the needs of the provider community • Describe the range of technology solutions offered, including solutions for on-ramp connectivity for robust health information exchange to support providers in meeting Minnesota’s 2015 goal for interoperability. • The proposed number of projected signed one-year agreements by end of contract period by Health Information Exchange Incentive Type (complete Appendix C). | |
| G | <p>Proposed approach to funding match Describe the sources of funds that will be applied towards funding match, including but not limited to:</p> <ul style="list-style-type: none"> • Cash • In-kind time of staff or stakeholders/partners • Other in-kind contributions <p>Description should include methods for tracking of match Note: ARRA requires that all revenue generated from this funding must be applied towards the match requirement. Cash match is also preferred.</p> | No more than 1 page |
| H | <p>Submit the following forms as identified in the General Requirements Section of the RFP:</p> <ul style="list-style-type: none"> • Certificate Regarding Lobbying • Affirmative Action Certification • Affidavit of Noncollusion • Veteran Owned Preference Form (if applicable) | No page limit |
| I | <p>Appendices</p> <ul style="list-style-type: none"> • Resumes of key staff | No page limit |

Cost Proposal

In addition to the above required components for Part C, a Cost Proposal is required to be submitted separately. Provide one copy of the cost proposal in a separately sealed envelope clearly marked on the outside "Part C Cost Proposal" along with the organization's name. Use the attached format in Appendix A, which is the approved format from ONC. The Cost Proposal should include the costs, up to \$100,000 for the development and implementation of the proposed Connectivity Program. For purposes of completing the cost proposal, the state does not make regular payments based upon the passage of time. It only pays for services performed or work delivered after it is accomplished.

Note: cost proposal must identify sources and amounts of match funds. For every \$5 in funds requested provide \$1 in funding match. Examples of allowable funding match include, but are not limited to: cash, in-kind time of staff or stakeholders/partners, and other in-kind contributions. Cash match sources are preferred.

All proposals must be delivered to:

Jennifer Fritz
Minnesota Department of Health
Office of Health Information Technology
85 East 7th Place, Ste. 220
St. Paul, MN 55101

All proposals must be received not later than 12:00 p.m. Central Time, Thursday, January 5, 2012, as indicated by a notation made by the Receptionist, 2nd Floor (Suite 220), 85 East 7th Place, St. Paul, MN.

Additional instructions:

- Late proposals will not be considered.
- All costs incurred in responding to this RFP will be borne by the Responder.
- Fax and email responses will not be considered.
- Submit ten copies of the proposal.
- Proposals are to be sealed in mailing envelopes or packages with the responder's name and address written on the outside.
- Provide one copy of the cost proposal in a separately sealed envelope clearly marked on the outside "Cost Proposal" along with the organization's name.
- For purposes of completing the cost proposal, the state does not make regular payments based upon the passage of time, it only pays for services performed or work delivered after it is accomplished.
- Proposals will be evaluated on "best value" as specified under Evaluation Process.

Part C: Evaluation Process

The proposal must be organized to correspond with all requirements and formats set forth in this RFP. The proposal should be clear, concise and must be complete. All information must be contained in the proposal. No assumptions will be made by MDH regarding the intentions of the Responder in submitting the proposal. Responders not providing all requested information may be rejected. Written proposals must be bound and organized in a manner to facilitate ease of review by evaluators.

All proposals submitted will be evaluated for form and content in accordance with the provisions stated in the final solicitation document. Clarifications may be requested from the Responder at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented in the proposal.

Each proposal will be date and time marked as it is received. All proposals received by the time and date specified in Section II, Key Procurement Dates, will be checked for the presence of proper identification, conformance with the proposal submittal requirements of this RFP, and the satisfaction of the minimum qualifications. Absence of required information may deem the proposal non-responsive and may be cause for rejection.

PART C: Connectivity Programs and Performance-based Connectivity Incentives for Health Information Exchange Evaluation Criteria

Proposals that pass the prequalification evaluation will undergo an evaluation process conducted by an evaluation committee composed MDH staff and stakeholders selected by MDH. These may be supported by external consultants or other designees (e.g. an extended evaluation team of subject matter experts). All responses received by the deadline will be evaluated. In some instances, an interview may be part of the evaluation process. A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are:

| | Criteria | Percentage of points awarded or Pass/Fail |
|----|--|--|
| 1. | Responder is a State-Certified HIE Service Provider. In the event that a HIE Service Provider has submitted a complete application to the State to become a State-Certified HIE Service Provider, but has not yet been granted a Certificate of Authority to operate as a HIE Service Provider in Minnesota, they are eligible to apply for this funding, but they must complete the application process and be granted a certificate of authority as an HIO or HDI before contract execution. | Prequalification Evaluation: Pass/Fail |
| 2. | Responder certifies that they will provide matching funds in the cost proposal. They must provide \$1 for every \$5 of requested funding. | Prequalification Evaluation: Pass/Fail |
| 3. | Responder certifies that that they will accept the Performance-based Connectivity Incentive payment structure as outlined in Part C of the RFP. | Prequalification Evaluation: Pass/Fail |
| 4. | Responder certifies that they will participate in the activities associated with Part A of this funding opportunity, including commitments to: <ul style="list-style-type: none"> • Participate in the governance structure for the Statewide Shared Services Technical Infrastructure and adhere to any subsequent policies established related to data sharing, content, and quality. | Prequalification Evaluation: Pass/Fail |

| | | |
|----|---|-----------|
| | <ul style="list-style-type: none"> • Contribute to discussion regarding sustainability of the Statewide Shared Services Technical Infrastructure through the established governance structure. • Contribute content to the Statewide Shared Services, participate in testing and/or pilots of Statewide Shared Services as they are developed, and incorporate the use of Statewide Shared Services into their service offerings. | |
| 5. | <p>Organizational Capacity and Staff Qualifications</p> <p>Responder demonstrates they have the organizational capacity to execute on deliverables as part of this contract, including adequately described:</p> <ul style="list-style-type: none"> • Roles, responsibilities, and qualifications of key internal or external project team members • Stability of the Responder’s organization | 25 points |
| 6. | <p>Proposed Approach to Targeted Programs for HIE Connectivity</p> <p>Responder’s proposed approach to implement programs and plans to enable connectivity among Minnesota meaningful use eligible health care professionals and hospitals and other health care providers necessary for meaningful use:</p> <ul style="list-style-type: none"> • Clearly articulates the group that will be the focus of the targeted program (e.g. provider type, entity type, and geography) • Demonstrates the Responder’s knowledge of the target group and their needs for health information exchange • Demonstrates the Responder’s relevant experience in working with the target group. • Clearly articulates the Responder’s vision for meeting the short and long-term needs for the target group. • Adequately describes the proposed outreach plan for connecting providers within the target group, including strategies for: <ul style="list-style-type: none"> – Articulating the short-term and long-term vision for health information – Differentiating themselves and identifying themselves as a leader in the marketplace – Articulate the company’s capabilities to potential customers – Creating a business model that will retain current customers • Provides an ambitious, yet realistic, timeline for overall outreach efforts with a proposed schedule for attaining provider connectivity to health information exchange services • Describes a method for including electronic health record vendors to ensure their solution meets the needs of the provider community • Provides a clear description of the range of technology solutions offered, including solutions for on-ramp connectivity for robust health information exchange to support providers in meeting Minnesota’s 2015 goal for interoperability. <p>The proposed numbers of projected signed one-year agreements by end of contract period by Health Information Exchange Incentive Type are ambitious, yet reasonable to accomplish in 15 months.</p> | 40 points |
| 7. | <p>Proposed Approach to Funding Match</p> <p>Proposal describes the anticipated proportion of sources of funds that will be</p> | 5 points |

| | | |
|----|---|--|
| | <p>applied towards funding match, including but not limited to:</p> <ul style="list-style-type: none"> • Cash • In-kind time of staff or stakeholders/partners • Other in-kind contributions • Revenue generated from offering shared HIE services for a fee. <p>Note: ARRA requires that all revenue generated from this funding must be applied towards the match requirement. Cash match is also preferred. Federal funds may not be applied toward the match requirement.</p> | |
| 8. | <p>Cost Proposal</p> <p>Cost detail must demonstrate funding match as required. Cost will be evaluated in the following way:</p> <p>15 points for completeness with the technical aspects of the proposal in all aspects of the RFP and the level to which the cost proposal provides ambitious, yet realistic, targets for connecting Minnesota health care providers to health information exchange services. Cost proposals must also describe plan for funding match. For every \$5 in funds requested provide \$1 in funding match is required. Examples of allowable funding match include, but are not limited to: cash, in-kind time of staff or stakeholders/partners, and other in-kind contributions.</p> <p>15 points will be awarded based on value for costs associated with the proposed Connectivity Program for HIE. <u>The proposed costs associated with the Performance-based Connectivity Incentives will not be calculated in the following cost calculation.</u></p> <p>Cost calculation: The proposal with the lowest cost will receive the total amount of available points. Other price proposals will be scored proportionately utilizing the following formula: Rate of lowest cost proposal/price of proposal being evaluated X available points.</p> | <p>30 points total with the following breakdown:</p> <p>15 points for completeness of technical aspects of proposal and the level of innovation proposed for scope described in all aspects of the RFP</p> <p>15 points based on total value</p> |

The highest scoring Responders, based on both technical and cost scores, may be selected as Finalists and be invited to interview with MDH. Key personnel identified in the proposal must participate in the interview. Date, time and additional details regarding the interviews will be provided to the selected Responders.

V. General Requirements

Affidavit of Noncollusion

Each responder must complete the attached Affidavit of Noncollusion and include it with the response.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Disposition of Responses

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Notwithstanding the above, if the State contracting party is part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

Contingency Fees Prohibited

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Sample Contract

You should be aware of the State's standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services Contract is attached for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms,

conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Veteran-Owned Preference

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and sign the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, responders are required to complete the attached Affirmative Action Data page and return it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency."

Certification Regarding Lobbying

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must complete the attached **Certification Regarding Lobbying** and submit it as part of its proposal.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Insurance Requirements

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will

require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
Other; if applicable, please list _____
State of Minnesota named as an Additional Insured

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- Contractor's policy(ies) and Certificate(s) of Insurance shall contain a provision that coverage afforded under the policy(ies) shall not be cancelled without at least thirty (30) days advanced written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
- D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.
- E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

E-Verify Certification (In accordance with Minn. Stat. §16C.075)

By submission of a proposal for services in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

CERTIFICATION REGARDING LOBBYING

For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101 TC Metro: (651) 296-5663 Toll Free: 800-657-3704
Web: www.humanrights.state.mn.us Fax: (651) 296-9042 TTY: (651) 296-1283
Email: employerinfo@therightsplace.net

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Representative (Please Print) _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

STATE OF MINNESOTA

VETERAN-OWNED PREFERENCE FORM

In accordance with Laws of Minnesota, 2010, Chapter 333, Article 2, Sections 3 and 4, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its response.

If responding to a Request for Bid (RFB), the preference is applied only to the first \$500,000 of the response. If responding to a Request for Proposal (RFP), the preference is applied as detailed in the RFP.

Eligible veteran-owned small businesses must be CVE Verified (in accordance with Public Law 109-471 and Code of Federal Regulations, Title 38, Part 74) at the solicitation opening date and time to receive the preference.

Information regarding CVE Verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** this form. Only eligible, CVE Verified, veteran-owned small businesses that provide this completed and signed form will be given the preference.

I hereby certify that the company listed below:

1. Is an eligible veteran-owned small business, as defined by Laws of Minnesota, 2010, Chapter 333, Article 2, Sections 3 and 4; and
2. Has its principal place of business in the State of Minnesota; and
3. Is CVE Verified by the United States Department of Veterans Affairs' Center for Veterans Enterprise.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

IF YOU ARE CLAIMING THE VETERANS PREFERENCE, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE TO THE SOLICITATION.

Contract for Parts A & C of this RFP

Please Note: The Contract for Part B of this RFP is on Page 86.

Responders for Parts A & C:

If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

**STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT**

This contract is between the State of Minnesota, acting through its Commissioner of _____ ("State") and _____ ("Contractor").

Recitals

1. Under Minnesota Statute § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of _____.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

Contract

1 Term of Contract

1.1 **Effective date:** _____, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this contract: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 16. Data Disclosure.

2 Contractor's Duties

The Contractor, who is not a state employee, will:

3 Time

The Contractor must comply with all the time requirements described in this contract. In the performance of this contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Contractor under this contract as follows:

- (A) **Compensation.** The Contractor will be paid _____.

- (B) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this contract will not exceed \$_____; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations, which is incorporated in to this contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

- (C) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Contractor under this contract will not exceed \$_____.

4.2 **Payment.**

- (A) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
-
-

- (B) **Retainage.** Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this contract may be paid until the final product of this contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this contract.

- (C) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this contract will be made from federal funds obtained by the State through Title _____ CFDA number _____ of the _____ Act of _____. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

5 Conditions of Payment

All services provided by the Contractor under this contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

The State's Authorized Representative is _____, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____, or his/her successor. If the Contractor's Authorized Representative changes at any time during this contract, the Contractor must immediately notify the State.

7 Assignment, Amendments, Waiver, and Contract Complete

7.1 **Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office.

7.2 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

7.4 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

8 Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

1. Intentional, willful, or negligent acts or omissions; or
2. Actions that give rise to strict liability; or
3. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

9 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

10 Government Data Practices and Intellectual Property

10.1 **Government Data Practices.** The Contractor and State must comply with the Minnesota

Government Data Practices Act, Minnesota Statute Ch. 13, (or, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this contract. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statute Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State, and consult with the agency as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

10.2. Intellectual Property Rights.

(A) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract.* Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

(1) *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

(2) *Representation.* The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and

Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers' Compensation and Other Insurance

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Contractor shall not commence work under the contract until they have obtained all the insurance specified in the solicitation document. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Further, the Contractor certifies that it is in compliance with Minnesota Statute § 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

12 Debarment by State, its Departments, Commissions, Agencies or Political Subdivisions

Contractor certifies that neither it nor its principles is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the contract award was based. Contractor shall provide immediate written notice to the State's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

14 Publicity and Endorsement

- 14.1 **Publicity.** Any publicity regarding the subject matter of this contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.
- 14.2 **Endorsement.** The Contractor must not claim that the State endorses its products or services.

15 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16 Data Disclosure

Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

17 Payment to Subcontractors

(If applicable) As required by Minnesota Statute § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

18 Termination

- 18.1 **Termination by the State.** The State or commissioner of Administration may cancel this contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 18.2 **Termination for Insufficient Funding.** The State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's

receiving that notice.

19 Minnesota Statute § 181.59

The vendor will comply with the provisions of Minnesota Statute § 181.59 which requires:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

20 Affirmative Action Requirements for Contracts in Excess of \$100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

20.1 **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statute § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

20.2 **Minnesota Statute § 363A.36.** Minnesota Statute § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

20.3 **Minnesota Rule 5000.3400-5000.3600.**

(A) *General.* Minnesota Rule 5000.3400-5000.3600 implement Minnesota Statute § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan

are contained in various provisions of Minnesota Rule 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

- (B) *Disabled Workers*. The Contractor must comply with the following affirmative action requirements for disabled workers.
- (1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (C) *Consequences*. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- (D) *Certification*. The Contractor hereby certifies that it is in compliance with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

21 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form

available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

[Signatures as required by the State.]

Contract for Part B of this RFP

Please Note: The Contract for Parts A & C of this RFP are on Page 77.

Responders for Part B:

If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

EXCEPTION LANGUAGE

STATE OF MINNESOTA

PROFESSIONAL AND TECHNICAL SERVICES CONTRACT

This contract is between the State of Minnesota, acting through its Commissioner of _____ ("State") and _____ ("Contractor").

Recitals

4. Under Minnesota Statute § 15.061 the State is empowered to engage such assistance as deemed necessary.
5. The State is in need of _____.
6. The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

Contract

1 Term of Contract

1.1 **Effective date:** _____, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this contract:
8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 16. Data Disclosure.

2 Contractor's Duties

The Contractor, who is not a state employee, will:

3 Time

The Contractor must comply with all the time requirements described in this contract. In the performance of this contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Contractor under this contract as follows:

(A) **Compensation.** The Contractor will be paid _____.

(B) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this contract will not exceed \$_____; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations, which is incorporated in to this contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(C) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Contractor under this contract will not exceed \$_____.

4.2 **Payment.**

(A) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

(B) **Retainage.** Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this contract may be paid until the final product of this contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this contract.

(C) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this contract will be made from federal funds obtained by the State through Title _____ CFDA number _____ of the _____ Act of _____. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

5 Conditions of Payment

All services provided by the Contractor under this contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in

accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

The State's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor. If the Contractor's Authorized Representative changes at any time during this contract, the Contractor must immediately notify the State.

7 Assignment, Amendments, Waiver, and Contract Complete

7.1 **Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office.

7.2 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

7.4 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

8 Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty; or
- 4) Accidental or intentional release or disclosure of non-public data or Protected Information in violation of Section 10 or Section 11, as below.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

Under the terms of this agreement, Contractor may not pass-on its indemnification obligations to any subcontractor or third-party other than its insurer.

9 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

10 Government Data Practices

10.1. **Government Data Practices.** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, (or, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this contract. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statute Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State, and consult with the agency as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

11 Information Privacy and Security

11.1 **Protected Information.** In carrying out its duties, Contractor will be handling one or more types of private information, collectively referred to as "Protected Information," concerning individual State clients. "Protected Information," for purposes of this agreement, includes any or all of the following:

- (a) Private data (as defined in Minnesota Statutes, section 13.02, subdivision 12), confidential data (as defined in Minnesota Statutes, section 13.02, subdivision 3), welfare data (as governed by Minnesota Statutes, section 13.46), medical data (as governed by Minnesota Statutes, section 13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minnesota Statute Chapter 13;
- (b) Health records (as governed by the Minnesota Health Records Act [Minnesota Statutes, section 144.291-144.298]);
- (c) Chemical health records (as governed by 42 U.S.C. section 290dd-2 and 42 CFR section 2.1 to section 2.67);
- (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 CFR section 164.501); and
- (e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

11.2 Duties Relating to Protection of Information

(a) Duty to ensure proper handling of information. Contractor shall be responsible for ensuring proper handling and safeguarding by its employees,

subcontractors, and authorized agents of Protected Information collected, created, used, maintained, or disclosed on behalf of State. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed in Section 11 of this contract.

- (b) Minimum necessary access to information. Contractor shall comply with the “minimum necessary” access and disclosure standard set forth in HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure of Protected Information by Contractor shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government,” or for work pursuant to the terms of this contract. See, respectively, 45 CFR sections 164.502(b) and 164.514(d), and Minn. Stat. § 13.05, subd. 3.
- (c) Duty to comply with all applicable state and federal privacy and security obligations. Contractor shall be responsible for ensuring that it and all subcontractors comply with all applicable provisions of state and federal privacy and security laws, rules and guidance, including but not limited to: HIPAA; the MGDPA; the Minnesota Health Records Act; the Health Information Technology for Economic and Clinical Health (HITECH) Act enacted as part of the American Recover and Reinvestment Act of 2009; the Family Educational Rights and Privacy Act (FERPA); and Confidentiality of Alcohol and Substance Abuse Patient Records under 42U.S.C. § 290dd-2 and 42 C.F.R. Part 2.
- (d) Incorporation of law changes into agreement. To the extent that any amendments, changes, revisions, or judicial interpretations are enacted to state and federal privacy or security laws, rules, or guidance after this agreement is executed, the parties to this agreement agree that any such laws, rules or amendments, changes, revisions, or judicial interpretations to any applicable laws or rules will be incorporated into this agreement as of the effective date of such change, to the extent that they pertain to Protected Information or work performed under this agreement.

11.3 ***Contractor’s Use of Information.*** CONTRACTOR shall:

- (a) Not use or further disclose Protected Information created, collected, received, stored, used, maintained or disseminated in the course or performance of this agreement other than as permitted or required by this agreement or as required by law, either during the period of this agreement or hereafter.
- (b) Use appropriate safeguards to prevent use or disclosure of the Protected Information by its employees, subcontractors and agents other than as provided for by this agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits.
- (c) Report to STATE any privacy or security incident of which it becomes aware. For purposes of this agreement, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information

system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA); the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), or the HITECH Act or any rules or guidance issued thereunder including, but not limited to, improper or unauthorized use or disclosure of Protected Information, and incidents in which the confidentiality of the information maintained by it has been breached.

- (d) Consistent with this agreement, ensure that any agents (including but not limited to Contractors and subcontractors), analysts, and others to whom it provides Protected Information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information, including but not limited to Business Associate Agreements, as applicable.
- (e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to Protected Information by it in violation of this agreement.

11.4 **State's Duties.** STATE shall:

- (a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share Minnesota Department of Health data with CONTRACTOR.
- (c) Not request CONTRACTOR to use or disclose Protected Information in any manner that would not be permitted under law if done by STATE.
- (d) Nothing contained herein, express or implied, shall be deemed to create any HIPAA obligations for the State or make the state a covered entity under HIPAA.

11.5 **Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination.** Upon completion, expiration, or termination of this agreement, CONTRACTOR will return or destroy all Protected Information received from STATE or created or received by CONTRACTOR for purposes associated with this agreement. CONTRACTOR will retain no copies of such Protected Information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this agreement, CONTRACTOR will extend the protection of the Information Privacy and Security Clause of this agreement to the Protected Information not returned or destroyed, and refrain from further use or disclosure of such information for as long as CONTRACTOR retains the Protected Information.

12 **Intellectual Property Rights.**

10. *Pre-Existing Intellectual Property.* State and Contractor shall each retain ownership of, and all rights, title and interest in, their respective pre-existing intellectual property and all derivative works arising there from, subject to any license rights contained herein or otherwise executed between the parties. Contractor grants to State a perpetual, irrevocable, royalty free, fully paid up license to make, have made, reproduce, modify, distribute, perform, and otherwise use Works and Documents for any and all purposes, in all forms and manners that the State, in its sole discretion, deems appropriate, for all of Contractor's pre-existing intellectual property that is incorporated into any deliverable under this agreement.

11. *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this agreement.* Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

12. *License.* State grants to Contractor a perpetual, irrevocable, royalty free, fully paid up license to use and modify Works and Documents for any and all purposes related to the execution of this agreement. Contractor may not use, modify, or distribute Works and Documents for any purpose not directly related to this agreement without the express written prior approval of the State.

13. *Obligations*
 - (1) *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

(2) *Representation.* The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 Escrow

Contractor shall place in escrow on a monthly basis a complete copy of all content and records contained within the Record Locator Service and Consent Repository as defined in the Scope of Work. In the event that Contractor is unwilling or unable to continue supporting the Record Locator Service or Consent Repository as required by this contract, breaches Sections 10 or 11 of this Contract, or otherwise is caused to no longer provide the services set forth herein, State shall have the right to grant immediate access to the escrowed data to provide to another provider or third-party designee of the State's choosing. Contractor shall also escrow all of the Contractor's pre-existing intellectual property incorporated into any works or deliverables not owned by or in the possession of the State, as well as all changes, modifications, or enhancements made by the Contractor to any software used or developed in the performance of this contract. Contractor agrees that any escrow agreement with an escrow agent shall include the conditions set forth above.

14 Workers' Compensation and Other Insurance

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Contractor shall not commence work under the contract until they have obtained all the insurance specified in the solicitation document. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Further, the Contractor certifies that it is in compliance with Minnesota Statute § 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

- 15 Debarment by State, its Departments, Commissions, Agencies or Political Subdivisions**
Contractor certifies that neither it nor its principles is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the contract award was based. Contractor shall provide immediate written notice to the State's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.
- 16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**
Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.
- 17 Publicity and Endorsement**
17.1 **Publicity.** Any publicity regarding the subject matter of this contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.
17.2 **Endorsement.** The Contractor must not claim that the State endorses its products or services.
- 18 Governing Law, Jurisdiction, and Venue**
Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 19 Data Disclosure**
Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
- 20 Payment to Subcontractors**
(If applicable) As required by Minnesota Statute § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay

interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

21 Termination

21.1 **Termination by the State.** The State or commissioner of Administration may cancel this contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2 **Termination for Insufficient Funding.** The State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

22 Minnesota Statute § 181.59

The vendor will comply with the provisions of Minnesota Statute § 181.59 which requires:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

23 Affirmative Action Requirements for Contracts in Excess of \$100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

23.1 **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous

12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statute § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

23.2 **Minnesota Statute § 363A.36.** Minnesota Statute § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

23.3 **Minnesota Rule 5000.3400-5000.3600.**

- (A) *General.* Minnesota Rule 5000.3400-5000.3600 implement Minnesota Statute § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rule 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- (B) *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers.
- (1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and

advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

(C) *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

(D) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

24 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

[Signatures as required by the State.]

VI. Appendices

Appendix A: SAMPLE BUDGET AND NARRATIVE JUSTIFICATION

A. Personnel:

An employee of the Responder whose work is tied to the proposal

TABLE 1: COST PROPOSAL

| Position | Name | Annual Salary/Rate | Level of Effort | Cost |
|---------------------|----------------|--------------------|-----------------|----------|
| Program Director | John Doe | \$164,890 | 10% | \$6,489 |
| Project Coordinator | To be selected | \$46,276 | 100% | \$46,276 |
| | | | TOTAL | \$52,765 |

NARRATIVE JUSTIFICATION: Enter a description of the Personnel funds requested and how their use will support the purpose and goals of this proposal. Be sure to describe the role, responsibilities and unique qualifications of each position.

TABLE 2: NON-FEDERAL MATCH

| Position | Name | Annual Salary/Rate | Level of Effort | Cost |
|------------------|---------------|----------------------|-----------------|---------|
| Clerical Support | Susan Johnson | \$13.38/hr x 100 hr. | | \$1,338 |
| | | | TOTAL | \$1,338 |

NARRATIVE JUSTIFICATION: Enter a description of the Personnel matching funds provided and how their use will support the purpose and goals of this proposal. Be sure to describe how your matching funds will help sustain and enhance your duties under the proposal.

SOURCE OF MATCH FUNDS:

B. Fringe Benefits:

Fringe benefits may include contributions for social security, employee insurance, pension plans, etc. Only those benefits not included in an organization's indirect cost pool may be shown as direct costs.

List all components of fringe benefits rate

TABLE 3: COST PROPOSAL

| Component | Rate | Wage | Cost |
|----------------------|-------|----------|----------|
| FICA | 7.65% | \$52,765 | \$4,037 |
| Workers Compensation | 2.5% | \$52,765 | \$1,319 |
| Insurance | 10.5% | \$52,765 | \$5,540 |
| | | TOTAL | \$10,896 |

NARRATIVE JUSTIFICATION: Enter a description of the Fringe funds requested, how the rate was determined, and how their use will support the purpose and goals of this proposal.

TABLE 4: NON-FEDERAL MATCH

| Component | Rate | Wage | Cost |
|----------------------|-------|---------|-------|
| FICA | 7.65% | \$1,338 | \$102 |
| Workers Compensation | 2.5% | \$1,338 | \$33 |
| Insurance | 10.5% | \$1,338 | \$140 |
| | | TOTAL | \$275 |

NARRATIVE JUSTIFICATION: Enter a description of the Fringe matching funds provided, how the rate was determined, and how their use will support the purpose and goals of this proposal. Be sure to describe how your matching funds will help sustain and enhance your duties under the proposal.

SOURCE OF MATCH FUNDS:

C. Travel:

Explain need for all travel other than that required by this application. The lowest available commercial fares for coach or equivalent accommodations must be used. Local travel policies prevail.

TABLE 5: COST PROPOSAL

| Purpose of Travel | Location | Item | Rate | Cost |
|-------------------------------|----------------|---------|--------------------------|-------|
| State HIE Leadership Training | Washington, DC | Airfare | \$200/flight x 2 persons | \$400 |

| Purpose of Travel | Location | Item | Rate | Cost |
|-------------------|-------------|------------------|------------------------------------|---------|
| | | Hotel | \$200/night x 2 persons x 3 nights | \$1200 |
| | | Per Diem (meals) | \$64/day x 2 persons x 3 days | \$384 |
| State HIE Forum | Chicago, IL | Airfare | \$200/flight x 2 persons | \$400 |
| | | Hotel | \$140/night x 2 persons x 3 nights | \$840 |
| | | Per Diem (meals) | \$49/day x 2 persons x 4 days | \$392 |
| Sate Travel | | Airfare | \$200/flight x 2 persons | \$400 |
| | | Hotel | \$200/night x 2 persons x 2 nights | \$800 |
| | | Per Diem (meals) | \$64/day x 2 persons x 3 days | \$384 |
| Local Travel | | Mileage | 3,000 miles@.38/mile | \$1,140 |
| | | | | |
| | | | TOTAL | \$6,340 |

NARRATIVE JUSTIFICATION: Describe the purpose of travel and how costs were determined.

TABLE 6: NON-FEDERAL MATCH

| Purpose of Travel | Location | Item | Rate | Cost |
|------------------------------|-------------|----------|------------------------------------|-------|
| Regional Training Conference | Chicago, IL | Airfare | \$300/flight x 2 persons | \$600 |
| | | Hotel | \$155/night x 2 persons x 2 nights | \$620 |
| | | Per Diem | \$46/day x 2 persons x 2 | \$184 |

| Purpose of Travel | Location | Item | Rate | Cost |
|-------------------|--------------------|---------|----------------------|---------|
| | | (meals) | days | |
| Local Travel | Outreach workshops | Mileage | 400 miles x .38/mile | \$152 |
| | | | TOTAL | \$1,556 |

NARRATIVE JUSTIFICATION: Enter a description of the Travel matching funds provided and how their use will support the purpose and goals of this proposal. Be sure to describe how your matching funds will help sustain and enhance your duties under the proposal.

SOURCE OF MATCH FUNDS:

D. Equipment:

Permanent equipment is defined as nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more.

If applicant agency defines “equipment” at lower rate then follow the applying agency’s policy.

TABLE 7: COST PROPOSAL

| Item(s) | Rate | Cost |
|---------|-------|------|
| None | | 0 |
| | TOTAL | |

NARRATIVE JUSTIFICATION: Enter a description of the Equipment and how its purchase will support the purpose and goals of this proposal.

TABLE 8: NON-FEDERAL MATCH

| Item(s) | Rate | Cost |
|---------|-------|------|
| None | | 0 |
| | TOTAL | 0 |

NARRATIVE JUSTIFICATION: Enter a description of the Equipment match provided and how its purchase will support the purpose and goals of this proposal. Be sure to describe how your matching funds will help sustain and enhance your duties under the proposal.

SOURCE OF MATCH:

E. Supplies:

Materials costing less than \$5,000 per unit and often having one-time use

TABLE 9: COST PROPOSAL

| Item(s) | Rate | Cost |
|-----------------------------|------------------------|---------|
| General office supplies | \$50/mo. x 12 mo. | \$600 |
| Postage | \$37/mo. x 8 mo. | \$296 |
| Laptop Computer | \$900 | \$900 |
| Printer | \$300 | \$300 |
| Projector | \$900 | \$900 |
| Copies | 8000 copies x .10/copy | \$800 |
| Computer update (if needed) | | \$250 |
| | TOTAL | \$4,046 |

NARRATIVE JUSTIFICATION: Enter a description of the Supplies requested and how their purchase will support the purpose and goals of this proposal.

TABLE 10: NON-FEDERAL MATCH

| Item(s) | Rate | Cost |
|----------|-----------------|-------|
| Computer | \$500 | \$500 |
| Postage | \$37/mo. x 4 mo | \$148 |
| | TOTAL | \$648 |

NARRATIVE JUSTIFICATION: Enter a description of the Supplies match provided and how their purchase will support the purpose and goals of this proposal. Be sure to describe how your matching funds will help sustain and enhance your duties under the proposal.

SOURCE OF MATCH:

F. Contract:

The costs of project activities to be undertaken by a third-party contractor should be included in this category as a single line item charge. A complete itemization of the cost comprising the charge should

be attached to the budget. If there is more than one contractor, each must be budgeted separately and must have an attached itemization.

A contract is generally the amount paid to non-employees for services or products. A consultant is a non-employee who provides advice and expertise in a specific program area.

TABLE 11: COST PROPOSAL

| Name | | Cost |
|-------------------|--|----------|
| 1. To be selected | Environmental Strategy Consultation Rate is \$150/day for 35 days = \$5,250 Travel 500 miles @ .38/mile = \$190 | \$5,440 |
| 2. To be selected | Media 1.5 minute Public Service Announcement (PSA) | \$3,000 |
| 3. To be selected | Evaluation Report | \$4,500 |
| 4. To be selected | Training for Staff members Trainers: rate is \$300/day for 4 days = \$1,200 Materials: approx. \$5/person X 25 people = \$125 Room Rental = \$75 Travel for Trainers = Flight \$300/person X 2 people = \$600 Per Diem - \$46/day x 4 days x 2 people = \$368 | \$2,368 |
| 5. To be selected | Data Analysis | \$1,800 |
| 6. To be selected | Responsible Server Training Trainer: rate \$500/day | \$500 |
| 7. To be selected | Television advertising to run ads 5x/week x \$50/ad X 52 wks. | \$13,000 |
| | TOTAL | \$30,608 |

NARRATIVE JUSTIFICATION: Explain the need for each agreement and how their use will support the purpose and goals of this proposal.

TABLE 12: NON-FEDERAL MATCH

| Name | Service | Cost |
|------|------------------------|----------|
| 1. | State Service contract | \$25,200 |
| 2. | | |
| 3. | | |

| Name | Service | Cost |
|------|---------|----------|
| 4. | | |
| | TOTAL | \$25,200 |

NARRATIVE JUSTIFICATION: Explain the need for each match contract agreement and how their use will support the purpose and goals of this proposal. Be sure to describe how your matching funds will help sustain and enhance your Cost Proposal.

SOURCE OF MATCH FUNDS:

G. Other: Expenses not covered in any of the previous budget categories

TABLE 13: COST PROPOSAL

| Item | Rate | Cost |
|--------------------|-------------------------------|----------|
| 1. Rent | \$500/mo x 12 mo. | \$6,000 |
| 2. Telephone | \$100/mo. x 12 mo. | \$1,200 |
| 3. Student Surveys | \$1/survey x 2784 | \$2,784 |
| 4. Brochures | .89/brochure X 1500 brochures | \$1,335 |
| 5. Web Service | \$100/mo x 12 mo | \$1,200 |
| | TOTAL | \$15,819 |

NARRATIVE JUSTIFICATION: Explain the need for each item and how their use will support the purpose and goals of this proposal. Be sure to break down costs into cost/unit: i.e. cost/square foot and explain the use of each item requested.

TABLE 14: NON-FEDERAL MATCH

| Item | Rate | Cost |
|-----------------|---|---------|
| 1. Space rental | Varies between \$75/event to over \$300/event | \$8,300 |
| 2. Printing | \$300/run x 6 runs | \$1,800 |

| Item | Rate | Cost |
|--|--|---------|
| 3. Transition program for youth & parents | 1 person x \$25/hr. x 3 hrs = \$75 100 parent packets x \$3.50/packet = 350 | \$425 |
| 4. Health Fair | Coordination and administration MOU demonstrates breakout of services | \$1,500 |
| 5. Physician/Health Provider diagnostic tools and training | Coordination and administration MOU demonstrates breakout of services | \$2,000 |
| | TOTAL | \$14025 |

NARRATIVE JUSTIFICATION: Explain the need for each match item and how their use will support the purpose and goals of this proposal. Be sure to break down costs into cost/unit: i.e. cost/square foot and explain the use of each item requested. Be sure to describe how your matching funds will help sustain and enhance your duties under the proposal.

JUSTIFICATION: Breakdown costs into cost/unit: i.e. cost/square foot and name or organization. Explain the use of each item requested. All activities are reflected in the strategic plan.

SOURCE OF MATCH FUNDS:

TOTAL PROJECT COSTS

TABLE 15: BUDGET SUMMARY

| Category | Cost Proposal | Non-Federal Match | Total |
|---------------------|---------------|-------------------|-----------|
| Personnel | \$52,765 | \$1,338 | \$54,103 |
| Fringe | \$10,896 | \$275 | \$11,171 |
| Travel | \$6,340 | \$1,556 | \$7,896 |
| Equipment | 0 | 0 | 0 |
| Supplies | \$4,046 | \$648 | \$4,694 |
| Contractual | \$30,608 | \$73,600 | \$104,208 |
| Other | \$15,819 | \$47,583 | \$63,402 |
| Total Project Costs | \$125,000 | \$125,000 | \$250,000 |

Appendix B

Minnesota Information Technology Accessibility Requirements for Part B: State-Designated Provider of Shared HIE Services and Core HIE Services

Instructions:

Please complete the following two tables on Minnesota Information Technology Accessibility Requirements for:

- WCAG 2.0 Accessibility Standards
- Section 508 Accessibility Standards

To the extent possible, indicate whether the current technical infrastructure for Statewide Shared Services and Core Health Information Exchange Services meets the accessibility requirements. If the accessibility requirement is not applicable, indicate that by a “no” in the “apply” column.

WCAG 2.0 Checklist

NOTE: MN only adopted the standards that are level A and level AA. This list includes level AAA standards, which are also highlighted in yellow. Completing the sections pertaining to level AAA standards is optional.

Principle 1: Perceivable – information and user interface components must be presentable to users in ways they can perceive.

| Standard | Description | Apply Yes/No | Meets Yes/No | Comments |
|---|---|-----------------|-----------------|----------|
| <i>Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.</i> | | | | |
| 1.1.1 | <p>Non-text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below (Level A).</p> <ul style="list-style-type: none"> • Controls, Input: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Guideline 4.1 for additional requirements for controls and content that accepts user input.) • Time-Based Media: If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for the additional requirements for media.) • Test: If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content. • Sensory: If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content. • CAPTCHA: If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities. • Decorative, Formatting, Invisible: If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology. | | | |

| Standard | Description | Apply Yes/No | Meets Yes/No | Comments |
|--|---|--------------|--------------|----------|
| <i>Guideline 1.2 Time-based Media: Provide alternatives for time-based media.</i> | | | | |
| 1.2.1 | <p>Audio-only and Video-only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such (Level A):</p> <ul style="list-style-type: none"> • Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content. • Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content. | | | |
| 1.2.2 | Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A) | | | |
| 1.2.3 | Audio Description or Media Alternative (Prerecorded): An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A) | | | |
| 1.2.4 | Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA) | | | |
| 1.2.5 | Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA) | | | |
| 1.2.6 | Sign Language (Prerecorded): Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA) | | | |
| 1.2.7 | Extended Audio Description (Prerecorded): Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA) | | | |
| 1.2.8 | Media Alternative (Prerecorded): An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA) | | | |
| 1.2.9 | Audio-only (Live): An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA) | | | |
| <i>Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.</i> | | | | |
| 1.3.1 | Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A) | | | |

| Standard | Description | Apply Yes/No | Meets Yes/No | Comments |
|---|--|--------------|--------------|----------|
| 1.3.2 | Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A) | | | |
| 1.3.3 | Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound. (Level A) | | | |
| <i>Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background.</i> | | | | |
| 1.4.1 | Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A) | | | |
| 1.4.2 | Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A) | | | |
| 1.4.3 | Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: (Level AA) <ul style="list-style-type: none"> • Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. • Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. | | | |
| 1.4.4 | Resize text: Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA) | | | |
| 1.4.5 | Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA) <ul style="list-style-type: none"> • Customizable: The image of text can be visually customized to the user's requirements; • Essential: A particular presentation of text is essential to the information being conveyed. | | | |
| 1.4.6 | Contrast (Enhanced): The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: (Level AAA) <ul style="list-style-type: none"> • Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. • Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. | | | |

| Standard | Description | Apply Yes/No | Meets Yes/No | Comments |
|----------|---|--------------|--------------|----------|
| 1.4.7 | <p>Low or No Background Audio: For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true: (Level AAA)</p> <ul style="list-style-type: none"> • No Background: The audio does not contain background sounds. • Turn Off: The background sounds can be turned off. • 20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds. | | | |
| 1.4.8 | <p>Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA)</p> <ul style="list-style-type: none"> • Foreground and background colors can be selected by the user. • Width is no more than 80 characters or glyphs (40 if CJK). • Text is not justified (aligned to both the left and the right margins). • Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing. • Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window. | | | |
| 1.4.9 | <p>Images of Text (No Exception): Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA)</p> | | | |

Principle 2: Operable - User interface components and navigation must be operable.

| Standard | Description | Apply Yes/No | Meets Yes/No | Comments |
|---|--|--------------|--------------|----------|
| <i>Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard.</i> | | | | |
| 2.1.1 | <p>Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A)</p> | | | |
| 2.1.2 | <p>No Keyboard Trap: If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. (Level A)</p> | | | |

| Standard | Description | Apply Yes/No | Meets Yes/No | Comments |
|--|--|-----------------|-----------------|----------|
| 2.1.3 | Keyboard (No Exception): All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes. (Level AAA) | | | |
| <i>Guideline 2.2 Enough Time: Provide users enough time to read and use content.</i> | | | | |
| 2.2.1 | <p>Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A)</p> <ul style="list-style-type: none"> • Turn off: The user is allowed to turn off the time limit before encountering it; or • Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or • Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or • Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or • Essential Exception: The time limit is essential and extending it would invalidate the activity; or • 20 Hour Exception: The time limit is longer than 20 hours. | | | |
| 2.2.2 | <p>Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A)</p> <ul style="list-style-type: none"> • Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and • Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential. | | | |
| 2.2.3 | No Timing: Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and real-time events. (Level AAA) | | | |
| 2.2.4 | Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA) | | | |
| 2.2.5 | Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA) | | | |

| Standard | Description | Apply Yes/No | Meets Yes/No | Comments |
|--|---|--------------|--------------|----------|
| <i>Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.</i> | | | | |
| 2.3.1 | Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A) | | | |
| 2.3.2 | Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA) | | | |
| <i>Guideline 2.4 Navigable: Provide ways to help users navigate, find content, and determine where they are.</i> | | | | |
| 2.4.1 | Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A) | | | |
| 2.4.2 | Page Titled: Web pages have titles that describe topic or purpose. (Level A) | | | |
| 2.4.3 | Focus Order: If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. (Level A) | | | |
| 2.4.4 | Link Purpose (In Context): The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general. (Level A) | | | |
| 2.4.5 | Multiple Ways: More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. (Level AA) | | | |
| 2.4.6 | Headings and Labels: Headings and labels describe topic or purpose. (Level AA) | | | |
| 2.4.7 | Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA) | | | |
| 2.4.8 | Location: Information about the user's location within a set of Web pages is available. (Level AAA) | | | |
| 2.4.9 | Link Purpose (Link Only): A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general. (Level AAA) | | | |
| 2.4.10 | Section Headings: Section headings are used to organize the content. (Level AAA) | | | |

Principle 3: Understandable - Information and the operation of user interface must be understandable.

| Standard | Description | Apply Yes/No | Meets Yes/No | Comments |
|---|-------------|--------------|--------------|----------|
| <i>Guideline 3.1 Readable: Make text content readable and understandable.</i> | | | | |

| Standard | Description | Apply Yes/No | Meets Yes/No | Comments |
|--|---|--------------|--------------|----------|
| 3.1.1 | Language of Page: The default human language of each Web page can be programmatically determined. (Level A) | | | |
| 3.1.2 | Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text. (Level AA) | | | |
| 3.1.3 | Unusual Words: A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon. (Level AAA) | | | |
| 3.1.4 | Abbreviations: A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA) | | | |
| 3.1.5 | Reading Level: When text requires reading ability more advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available. (Level AAA) | | | |
| 3.1.6 | Pronunciation: A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation. (Level AAA) | | | |
| Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways. | | | | |
| 3.2.1 | On Focus: When any component receives focus, it does not initiate a change of context. (Level A) | | | |
| 3.2.2 | On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A) | | | |
| 3.2.3 | Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA) | | | |
| 3.2.4 | Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA) | | | |
| 3.2.5 | Change on Request: Changes of context are initiated only by user request or a mechanism is available to turn off such changes. (Level AAA) | | | |
| Guideline 3.3 Input Assistance: Help users avoid and correct mistakes. | | | | |
| 3.3.1 | Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A) | | | |
| 3.3.2 | Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A) | | | |

| Standard | Description | Apply Yes/No | Meets Yes/No | Comments |
|----------|---|--------------|--------------|----------|
| 3.3.3 | Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA) | | | |
| 3.3.4 | Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA) <ul style="list-style-type: none"> • Reversible: Submissions are reversible. • Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. | | | |
| 3.3.5 | Help: Context-sensitive help is available. (Level AAA) | | | |
| 3.3.6 | Error Prevention (All): For Web pages that require the user to submit information, at least one of the following is true: (Level AAA) <ul style="list-style-type: none"> • Reversible: Submissions are reversible. • Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. | | | |

Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

| Standard | Description | Apply Yes/No | Meets Yes/No | Comments |
|--|--|--------------|--------------|----------|
| <i>Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies.</i> | | | | |
| 4.1.1 | Parsing: In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. (Level A) | | | |
| 4.1.2 | Name, Role, Value: For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. (Level A) | | | |

Section 508 Accessibility Standards

Software Applications and Operating Systems

| Standard | Description | Apply Yes/No | Meets Yes/No | Comments |
|---|--|-----------------|-----------------|----------|
| Section 508: 1194.21 Software Applications and Operating Systems | | | | |
| (a) | When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually. | | | |
| (b) | Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer. | | | |
| (c) | A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes. | | | |
| (d) | Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text. | | | |
| (e) | When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance. | | | |
| (f) | Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes. | | | |
| (g) | Applications shall not override user selected contrast and color selections and other individual display attributes. | | | |
| (h) | When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user. | | | |
| (i) | Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. | | | |
| (j) | When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided. | | | |
| (k) | Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz. | | | |

| Standard | Description | Apply Yes/No | Meets Yes/No | Comments |
|----------|--|-----------------|-----------------|----------|
| (l) | When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues. | | | |

Web-based Internet information and communications

| Standard | Description | Apply? Yes/No | Meets Yes/No | Comments |
|---|--|------------------|-----------------|----------|
| Section 508: 1194.22 Web-based Internet information and communications | | | | |
| (a) | A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content). | | | |
| (b) | Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation. | | | |
| (c) | Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup. | | | |
| (d) | Documents shall be organized so they are readable without requiring an associated style sheet. | | | |
| (e) | Redundant text links shall be provided for each active region of a server-side image map. | | | |
| (f) | Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape. | | | |
| (g) | Row and column headers shall be identified for data tables. | | | |
| (h) | Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers. | | | |
| (i) | Frames shall be titled with text that facilitates frame identification and navigation | | | |
| (j) | Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz. | | | |
| (k) | A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes. | | | |
| (l) | When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology. | | | |
| (m) | When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l). | | | |
| (n) | When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues. | | | |

| Standard | Description | Apply? Yes/No | Meets Yes/No | Comments |
|----------|---|------------------|-----------------|----------|
| (o) | A method shall be provided that permits users to skip repetitive navigation links. | | | |
| (p) | When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required. | | | |

Telecommunications products

| Standard | Description | Apply? Yes/No | Meets Yes/No | Comments |
|---|--|------------------|-----------------|----------|
| Section 508: 1194.23 Telecommunications products | | | | |
| (a) | Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use. | | | |
| (b) | Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols. | | | |
| (c) | Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs. | | | |
| (d) | Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required. | | | |
| (e) | Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays. | | | |
| (f) | For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided. | | | |
| (g) | If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use. | | | |
| (h) | Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided. | | | |
| (i) | Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product. | | | |

| Standard | Description | Apply? Yes/No | Meets Yes/No | Comments |
|----------|--|------------------|-----------------|----------|
| (j) | Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery. | | | |
| (k1) | Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys. | | | |
| (k2) | Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum. | | | |
| (k3) | Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character. | | | |
| (k4) | Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound. | | | |

Video and Multi-media products

| Standard | Description | Apply? Yes/No | Meets Yes/No | Comments |
|--|--|------------------|-----------------|----------|
| Section 508: 1194.24 Video and Multi-media products | | | | |
| (a) | All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. | | | |
| (b) | Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry. | | | |
| (c) | All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned. | | | |
| (d) | All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described. | | | |
| (e) | Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent. | | | |

Self-Contained, Closed products

| Standard | Description | Apply? Yes/No | Meets Yes/No | Comments |
|---|--|------------------|-----------------|----------|
| Section 508: 1194.25 Self-contained, Closed products | | | | |
| (a) | Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology. | | | |
| (b) | When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required. | | | |

| Standard | Description | Apply? Yes/No | Meets Yes/No | Comments |
|----------|--|------------------|-----------------|----------|
| (c) | Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4). | | | |
| (d) | When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided. | | | |
| (e) | When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime. | | | |
| (f) | When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use. | | | |
| (g) | Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. | | | |
| (h) | When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided. | | | |
| (i) | Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz. | | | |
| (j1) | Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls. | | | |
| (j2) | Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor. | | | |
| (j3) | Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor. | | | |

| Standard | Description | Apply? Yes/No | Meets Yes/No | Comments |
|----------|--|------------------|-----------------|----------|
| (j4) | Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane. | | | |

Desktop and Portable Computers

| Standard | Description | Apply? Yes/No | Meets Yes/No | Comments |
|--|---|------------------|-----------------|----------|
| Section 508: 1194.26 Desktop and Portable Computers | | | | |
| (a) | All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4). | | | |
| (b) | If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4). | | | |
| (c) | When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided. | | | |
| (d) | Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards | | | |

Functional Performance Criteria

| Standard | Description | Apply? Yes/No | Meets Yes/No | Comments |
|---|---|------------------|-----------------|----------|
| Section 508: 1194.31 Functional Performance Criteria | | | | |
| (a) | At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided. | | | |
| (b) | At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided. | | | |
| (c) | At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided | | | |
| (d) | Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided. | | | |

| Standard | Description | Apply? Yes/No | Meets Yes/No | Comments |
|----------|---|------------------|-----------------|----------|
| (e) | At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided. | | | |
| (f) | At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided. | | | |

Information, Documentation, and Support

| Standard | Description | Apply? Yes/No | Meets Yes/No | Comments |
|---|---|------------------|-----------------|----------|
| Section 508: 1194.41 Information, Documentation, and Support | | | | |
| (a) | Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge | | | |
| (b) | End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge. | | | |
| (c) | Support services for products shall accommodate the communication needs of end-users with disabilities. | | | |

Appendix C

Proposed Number of Projected Signed One-Year Agreements

Responders Name: -

Please provide the number of entities projected to be connected to HIE services by type of exchange. This information will be used to calculate the total incentive available using the calculations described in Part C of this RFP.

Contract time period = 15 months.

| Type of Entity | # Connected for <u>Basic HIE</u> (signed one year agreements) | # Connected for <u>Robust HIE</u> (signed one year agreements) | Comments / Details on Target Group |
|--|--|---|------------------------------------|
| Hospitals | | | |
| Clinics | | | |
| Other - Necessary for Meaningful Use (Specify in Comments Column) | | | |
| TOTAL | | | |
| Note: Minimum Total Targeted Entities to be Connected to HIE Services = 50 total (Basic HIE + Robust HIE) | | | |