

REQUEST FOR PROPOSAL (RFP)

Bid Event Number:	EVT0000263
Requisition ID:	0000000127
Document Number:	RFX0000061
Replaces Contract:	NEW
Date Mailed:	November 5, 2010
Closing Date:	<date>, 2:00 PM
Procurement Officer:	Tami Sherley Telephone: 785-296-3122 E-Mail Address: tami.sherley@da.ks.gov Web Address: http://da.ks.gov/purch
Item:	State Medicaid Health Information Technology Plan (SMHP)
Agency:	17100 – Kansas Health Policy Authority
Period of Contract:	One (1) year from Date of Award (with the option to renew for one (1) additional twelve (12) month period)
Guarantee:	See page 29
Scope:	This Contract shall cover the procurement of a State Medicaid Health Information Technology Plan for the Kansas Health Policy Authority during the contract period referenced above.

Event Number **EVT0000263** was recently posted to the Division of Purchases Internet website. The document can be downloaded by going to the following website:

<http://www.da.ks.gov/purch/RFQ/EVT0000263>

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.

1. INSTRUCTIONS

1.1. Bid Event Number:

The Bid Event number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and **MUST** be shown on all correspondence or other documents associated with this RFP and **MUST** be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance **ONLY DURING**:

- Negotiations
- Contract Signing
- as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

1.2. Negotiated Procurement:

This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

- Secretary of Department of Administration;
- Director of Purchases, Department of Administration; and
- Head of Using Agency

1.3. Appearance Before Committee:

Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by the PNC.

1.4. Cost of Preparing Proposal:

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

1.5. Preparation of Proposal:

Prices are to be entered in spaces provided on the cost proposal form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

1.6. Signature of Proposals:

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

1.7. Acknowledgment of Amendments:

All bidders shall acknowledge receipt of any amendments to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this RFP shall be issued only by the Division of Purchases in writing.

1.8. Modification of Proposals:

A bidder may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

1.9. Withdrawal of Proposals:

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at the Division of Purchases prior to the closing date.

1.10. Competition:

The purpose of this RFP is to seek competition. The bidder shall advise the Division of Purchases if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Division of Purchases no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.

1.11. Evaluation of Proposals:

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
- Adequacy and completeness of proposal
- Bidder's understanding of the project
- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

1.12. Acceptance or Rejection:

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

1.13. Proposal Disclosures:

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested bidders or their representatives may be present at the announcement at the following location:

Kansas Division of Purchases
900 Jackson Street, Room 102N
Topeka, KS 66612 1286

Bid results will not be given to individuals over the telephone or email. Results may be obtained after contract finalization by obtaining a bid tabulation from the Division of Purchases by sending (do not include with bid):

- A check for \$3.00, payable to the State of Kansas
- A self-addressed, stamped envelope
- Bid Event Number

Send to:

Kansas Division of Purchases
Attention: Bid Results/Copies
900 SW Jackson, Room 102N
Topeka, KS 66612 1286

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to janet.miller@da.ks.gov or calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

1.14. Disclosure of Proposal Content and Proprietary Information:

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://da.ks.gov/purch/KSOpenRecAct.doc>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". The Division of Purchases reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

1.15. Exceptions:

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

1.16. Notice of Award:

An award is made on execution of the written contract by all parties.

2. PROPOSAL RESPONSE

2.1. Submission of Proposals:

Bidder's proposal shall consist of:

- One (1) original and three (3) copies of the Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents;
- One (1) original and three (3) copies of the cost proposal including the signed Event Details document,
- Seven (7) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on flash/thumb drive, in Microsoft® Word, Excel, or searchable PDF. Technical and cost responses shall be submitted on separate media.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID number and closing date.

Bidder's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., Central Time, on the closing date, addressed as follows:

Kansas Division of Purchases

Bid Event Number: EVT0000263

Closing Date:

900 SW Jackson Street, Room 102N

Topeka, KS 66612 1286

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

2.2. Proposal Format:

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP.

2.3. Transmittal Letter:

All bidders shall respond to the following statements:

- (a) the bidder is the prime contractor and identifying all subcontractors;
- (b) the bidder is a corporation or other legal entity;
- (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- (d) the bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- (f) the bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- (g) the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- (h) whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. If the statement is in the affirmative, the bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the State;
- (i) bidder agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in state payments to Contractor; and
- (j) the bidder has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

2.4. Bidder Information:

The bidder must include a narrative of the bidder's corporation and each subcontractor if any. The narrative shall include the following:

- (a) date established;
- (b) ownership (public, partnership, subsidiary, etc.);
- (c) number of personnel, full and part time, assigned to this project by function and job title;
- (d) resources assigned to this project and the extent they are dedicated to other matters;
- (e) organizational chart;
- (f) financial statement may be required.

2.5. Qualifications:

A description of the bidder's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the Technical Proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the RFP.

2.6. Timeline:

A timeline for implementing services must be submitted with the bid.

2.7. References:

Provide three (3) references who have purchased similar items or services from the bidder in the last two (2) year(s). References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees and the buying agency shall not be shown as references.

Additionally, bidders shall list clients who have terminated services within the past two (2) years, indicating reasons for termination. Provide the firm name, contact person, address, e-mail address and phone number of each referenced organization.

2.8. Technical Literature:

All Technical Proposals shall include specifications and technical literature sufficient to allow the State to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Proposals without sufficient technical documentation may be rejected.

2.9. Procurement Card (P-Card):

Many State Agencies use a State of Kansas Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the P-Card.

Bidders shall indicate on the Event Details document if they will accept the Procurement Card for payment.

2.10. Political Subdivisions:

Political subdivisions (City, County, School Districts, etc.) are permitted to utilize contracts administered by the Division of Purchases. Please state in the area provided on the Event Details document whether or not you will allow this usage. Conditions included in this contract shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The Contractor must deal directly with the political subdivision.

3. TERMS AND CONDITIONS

3.1. Contract Documents:

This RFP, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the RFP, including any and all amendments;
- and Contractor's written proposal submitted in response to the RFP as finalized.

3.2. Contract:

The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this RFP.

3.3. Contract Formation:

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.

3.4. Notices:

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Division of Purchases

900 SW Jackson St, Room 102N

Topeka, Kansas 66612-1286

RE: Bid Event ID Number _____

or to any other persons or addresses as may be designated by notice from one party to the other.

3.5. Termination for Cause:

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.6. Termination for Convenience:

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.7. Debarment of State Contractors:

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A. 75-37,104.

3.8. Rights and Remedies:

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.9. Force Majeure:

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

3.10. Waiver:

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

3.11. Independent Contractor:

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.12. Staff Qualifications:

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

3.13. Subcontractors:

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

3.14. Proof of Insurance:

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.

3.15. Conflict of Interest:

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

3.16. Confidentiality:

All State information or data is considered confidential information and data. Contractor agrees to return any or all data furnished by the State promptly at the request of State, in whatever forms it is maintained by Contractor. Upon termination or expiration of this agreement, the Contractor and each of the persons and entities working for the Contractor shall return to the State all data or information, electronic or written, or descriptive materials, or any other related matter of any type including but not limited to drawings, blueprints, descriptions, or other papers or documents which contain any such confidential information.

Contractor will have access to information and private or confidential data, maintained by the State of Kansas, to the extent necessary to carry out Contractor's responsibilities under this contract. This information and data may include, but is not limited to, personal financial information, information regarding undercover law enforcement agents, social security numbers, student employees, medical providers and/or their recipients, etc. Contractor agrees that any information or data it may have in its custody regarding any participant shall be kept strictly confidential. All the information and data of the State shall be considered to be confidential and private and Contractor may not disclose any information or data at any time to any person or entity. Contractor agrees to comply with all state and federal confidentiality laws in providing services under this contract.

1. Contractor shall be fully responsible for providing adequate supervision and training to its agents and employees to ensure compliance with all applicable State and Federal Acts regarding confidentiality and/or open records issues. No private or confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated by Contractor except as required by statute, either during the period of the contract or thereafter. Contractor shall only use confidential information as required by this contract. All electronic data shall be secured through encryption or other comparable security measures.
2. Contractor shall limit access to confidential information solely to staff of Contractor who have a need to know for purposes of fulfilling Contractor's obligations under this contract. Contractor shall not remove confidential information from State's site without State's prior written approval.
3. Contractor shall hold State harmless and indemnify the State for expenses or damages, of any kind, incurred or suffered by the State as a result of the unauthorized disclosure of said data by Contractor or any agent, representative,

employee, or subcontractor of Contractor. Contractor shall notify the State of any loss or breach of confidential information or data within 24 hours of receipt of such knowledge. Contractor shall also be responsible and liable for any and all damages to individuals due to such breaches or loss of confidential information. In the event of any security breach in which the confidential information of one or more individuals is compromised or is potentially compromised, Contractor shall be responsible and pay for any and all damages, expenses, and costs (including lost wages and efforts spent to defend or correct against identity theft) caused to the State or any individual for the disclosure of any State Information. Contractor shall provide notice to the State and affected individuals of such disclosure and shall also offer free of charge to individual or the State identify theft protection insurance for a period of five years. These terms shall also apply to any third-party vendor or subcontractor.

4. The Contractor shall hold all such confidential information in trust and confidence for the State, and agrees that it and its employees will not, during the performance or after the termination of this agreement, disclose to any person, firm, or corporation, or use for its own business or benefit any information obtained by it while in execution of the terms and conditions of this agreement.
5. Any staff, individual, or entity assigned to work for Contractor under this agreement shall separately sign an agreement(s) to the effect of this Subsection and also but not limited to the Department of Administration computer security user agreement.

3.17. Nondiscrimination and Workplace Safety:

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

3.18. Environmental Protection:

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

3.19. Hold Harmless:

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do

nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

3.20. Care of State Property:

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

3.21. Prohibition of Gratuities:

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

3.22. Retention of Records:

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of six (6) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds six (6) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the six (6) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

3.23. Antitrust:

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

3.24. Modification:

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

3.25. Assignment:

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

3.26. Third Party Beneficiaries:

This contract shall not be construed as providing an enforceable right to any third party.

3.27. Captions:

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

3.28. Severability:

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

3.29. Governing Law:

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

3.30. Jurisdiction:

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

3.31. Mandatory Provisions:

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

3.32. Integration:

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

3.33. Debarment of State Contractors:

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

3.34. Immigration and Reform Control Act of 1986 (IRCA):

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form <http://www.da.ks.gov/purch/CertificationImmigrationForm.doc> with the technical proposal.

3.35. Worker Misclassification:

The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for

purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

3.36. Injunctions:

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

3.37. Statutes:

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

3.38. Federal, State and Local Taxes:

Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

3.39. Accounts Receivable Set-Off Program:

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitutes lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

3.40. Definitions:

A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Purchasing Forms".

3.41. Definite Quantity Contract:

This Request is for a close-ended contract between the Contractor and the State to furnish a predetermined quantity of a good or service in a given period of time.

3.42. HIPAA Confidentiality:

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

The successful Contractor must sign a Business Associate Agreement at the time of Contract award (when signing the Contract). This document will contain additional HIPAA, Personally Identifiable Information (PII), and conflict of interest language required with this contract.

3.43. Off-Shore Sourcing:

Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Division of Purchases and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

3.44. Experience:

All bidders are preferred to have a minimum of three (3) years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the bidder has completed.

3.45. Prices OR Price Adjustments:

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available

during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

3.46. Payment:

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

3.47. Upgrades:

Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

3.48. Demonstration Requirements:

A demonstration of the selected devices/equipment/solution for the using agencies may be required before final contract approval. The State of Kansas reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to the State within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if not consumed during the evaluation process.

3.49. Performance Guaranty/Bond:

The Contractor shall file with the Director of Purchases a performance guaranty/bond in the amount of \$750,000 of the contract price. The guaranty shall be released upon the completion of this contract subject to total or partial forfeiture for failure to adequately perform the terms of this contract. If damages exceed the amount of the guaranty, the State may seek additional damages.

A performance guaranty must be one of the following: (1) certificate of deposit payable to the State; or (2) a properly executed bond payable to the State.

Necessary bond forms will be furnished by the Division of Purchases and can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

3.50. Equipment:

All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid response.

3.51. Implied Requirements:

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the bidder's response.

3.52. Warranty:

Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. The State requires a "standard" warranty of or 1 year. This warranty shall be included in the cost of the equipment.

The Contractor will be the sole point of contact on any problems with the equipment or systems during the warranty period.

The Contractor shall be responsible for all work performed under these specifications. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of agency or Division of Purchases said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

3.53. Acceptance:

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

3.54. Ownership:

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

3.55. Software Code and Intellectual Property Rights:

As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software or software code and related intellectual property to the state entity for which it was developed.

3.56. Data:

Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the State.

3.57. Submission of the Bid:

Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.

3.58. Certification of Materials Submitted:

The response to this RFP, together with the specifications set forth herein and all data submitted by the bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

3.59. New Materials, Supplies or Equipment:

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

3.60. Bidder Contracts:

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the any contract generated from this Bid Event. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

3.61. Contract Price:

Statewide contracts are awarded by the Division of Purchases to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Division of Purchases.

3.62. Transition Assistance:

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

3.63. Award:

Award will be by line item or group total, whichever is in the best interest of the State of Kansas.

3.64. Termination for Unavailability of Funds:

It is understood and agreed by the Contractor and the State of Kansas that all obligations of the State of Kansas, including continuance of payments hereunder, are contingent upon the availability and continued appropriation of state and federal funds, and in no event shall the State of Kansas be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the state or federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the services specified hereunder for any reason whatsoever, the State of Kansas shall notify the Contractor of such

reduction of funds available and shall be entitled to reduce the State's commitment hereunder or to terminate the contract as it deems necessary.

Termination Obligations of Contractor and the State Of Kansas:

In the event of any termination, the Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders or subcontracts for services or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination.
- d. Complete the performance of such part of the work as shall not have been terminated by the notice of termination.
- e. Any payments advanced to the Contractor for coverage of members for periods after the date of termination shall be promptly returned to the State of Kansas.
- f. The Contractor shall promptly supply all information necessary for the reimbursement of any outstanding claims.
- g. The Contractor shall comply with the terms and provisions of the turnover plan as submitted and approved in accordance with Section Three, item 3.60.

The State of Kansas shall be responsible for notifying all members of the date of termination and process by which the members will constitute to receive services. If this contract is terminated due to default by the Contractor, the Contractor shall be responsible for all expenses related to said notification. If this contract is terminated for any other reason other than default by the Contractor, the State shall be responsible for all expenses relating to said notification.

4. SPECIFICATIONS

The State of Kansas is issuing this Request for Proposal to obtain competitive responses from vendors to provide State Medicaid Health Information Technology Plan (SMHP), including Electronic Health Record Incentive Program implementation plan, and Implementation Advance Planning Document (I-APD) development services, per the attached specifications, for the Kansas Health Policy Authority (KHPA).

Term of Contract: The term of this contract is for a one year period from the date of award and may be renewed for one additional one (1) year at the sole discretion of KHPA.

4.1 Background/History

The KHPA is the state's Medicaid Agency. As such, KHPA is responsible for the administration of the state's Medicaid program in conformance with state and federal law and regulation. In 2009 the federal government passed the American Recovery and Reinvestment Act (ARRA), Public Law 111-5, which, among other things, created a Medicaid Electronic Health Record Incentive Program (EHRIP) to "encourage the adoption and use of certified Electronic Health Record (EHR) technology". This new program will be implemented after careful planning by KHPA and alignment of the Kansas program with final promulgated CMS regulations. KHPA is releasing this RFP to obtain assistance in its planning effort, which will include the overall development of the SMHP, including the EHRIP implementation plan, and associated IAPD.

The following sections provide background information on the federal government's approach, the history of use of EHRs in Kansas, the activities undertaken to-date within KHPA, and information on the Kansas Department of Health and Environment (KDHE) and the Kansas Foundation for Medical Care Inc. (KFMC) in order to draw the historical context for this SMHP RFP.

4.1.1 Kansas Health Information Technology (HIT) Planning To-Date

Kansas has a strong track record of engagement in activities to facilitate the adoption of health information technology and exchange. Its efforts started in December 2004 with the establishment of the Kansas Health Care Cost Containment Commission (H4C), by then Governor Kathleen Sebelius. In the Fall 2005, H4C commissioned the Kansas Health Information Technology (HIT)/Health Information Exchange (HIE) Policy Initiative to perform an initial assessment of HIT and HIE in Kansas, develop a shared vision for the adoption of HIT interoperability and document a set of key principles and high level actions for the statewide e-health information strategy. In 2006 the Kansas HIT/HIE Policy Initiative developed an inventory of HIT/HIE activities in Kansas. H4C

published a report in February 2007 that included recommendations for the HIE infrastructure in Kansas.

As a result of the H4C recommendations, the Health Information Exchange Commission (HIEC) was created by executive order in February 2007. The Commission recommended:

- Establishment of a public/private coordinating entity
- Resource support for HIT/HIE efforts in Kansas

The Governor requested that KHPA guide development. The E-Health Advisory Council succeeded the HIEC and was created to:

- Establish a Statewide Community Health Record
- Develop and implement a resource center for providers wishing to implement HIT/HIE
- Develop policy recommendations to advance HIT/HIE in Kansas

Under the guidance of the H4C group, Kansas worked to implement Advanced Technology ID cards and to develop Privacy and Security standards. The Health Information Privacy and Security Collaborative (HISPC) were established and a HISPC contract was awarded. The HISPC effort will produce a Statewide assessment of business practices and policies around HIE.

Finally, Kansas conducted a Community Health Record Pilot for Medicaid managed care beneficiaries in Sedgwick county and for State employees in the Kansas city area that created a Master Person Index (MPI) and delivered demographics, claims information, medication history, office visit history, immunization and allergy information, and diagnoses and procedures to participating clinics.

The efforts described above have laid a solid foundation for continued growth of use of health information technology going forward. The focus on improving technology (advanced ID cards) and the experience gained in the two pilot communities (Kansas City and Sedgwick County) now place the state in a position from which it is prepared to scale up activities. In particular, the Sedgwick implementation provided KHPA with a number of lessons learned that can be leveraged in the development of the State Medicaid Health Information Technology Planning process including the importance of interoperability standards, compatibility with provider workflow, user-friendly and context-sensitive interface design, comprehensiveness of data, and the need for incentives for adoption and meaningful use (both monetary as well as non-monetary – e.g. in the form of actionable and timely feedback from the information system to providers on patient outcomes versus care patterns).

Kansas is committed to promoting expanded adoption of innovative health information technology in order to improve quality and efficiency in health care delivery to enrollees of Medicaid, State Employee Health Plan (SEHP) and private insurance plans. As one piece of that goal, Kansas submitted a Health Information Technology Planning-Advance Planning Document (HIT P-APD), included as Appendix One to CMS which outlines the process steps and planning that Kansas believes are necessary in order to create a State Medicaid HIT Plan (SMHP) that will serve as the strategic vision for HIT implementation in Kansas. This strategic vision will guide the State as it moves from the current “As-Is” HIT Landscape to the desired “To-Be” HIT Landscape. Kansas expects that the final SMHP shall include a comprehensive HIT Road Map and will provide an integrated strategic plan for the next five (5) years.

In order to manage the SMHP development process KHPA has created a KHPA SMHP Steering Committee.

4.1.2 SMD letter the CMS proposed rules

In September 2009 the Centers for Medicare and Medicaid Services (CMS) issued a State Medicaid Director (SMD) letter to provide initial guidance to state Medicaid officials on the Section 4201 of ARRA, regarding the establishment of an incentive program to provide payment to certain eligible providers who adopt and become meaningful users of electronic health records. This letter and its enclosures are included as Appendix Two. Enclosure A of the September 1, 2009 SMD letter is titled “State Medicaid HIT Plan (SMHP)”. It details four (4) components that every state must include in their SMHP:

1. A current landscape assessment;
2. A vision of the State’s HIT future;
3. Specific actions necessary to implement the incentive payments program; and,
4. A HIT roadmap.

CMS released a Final Rule on July 13, 2010 titled, *Medicare and Medicaid Programs; Electronic Health Record Incentive Program*. This rule is set to be published in the Federal Register on Wednesday, July 28, 2010. Appendix Three (3) includes the entire final rule as released by CMS on July 13, 2010. In summary, the proposed rule would implement the incentive payment provisions of ARRA by specifying the initial criteria an eligible professional (EP) and eligible hospital must meet in order to qualify for the incentive payment; calculation of the incentive payment amounts; payment adjustments under Medicare for covered professional services and inpatient hospital services provided by EPs and eligible hospitals failing to meaningfully use certified EHR technology; and other program participation requirements.

As required by ARRA, the Office of the National Coordinator for Health Information Technology (ONC) issued a closely related final rule that specifies the Secretary's adoption of an initial set of standards, implementation specifications, and certification criteria for electronic health record technology. This related final rule was also released on July 13, 2010.

In a July 13, 2010 press release from the Office of the Secretary of Health and Human Services, referring to the two (2) rules described above, Secretary Sebelius stated the following, "*CMS' and ONC's final rules complement two other recently issued HHS rules. On June 24, 2010, ONC published a final rule establishing a temporary certification program for health information technology. And on July 8, 2010 the Office for Civil Rights announced a proposed rule that would strengthen and expand privacy, security, and enforcement protections under the Health Insurance Portability and Accountability Act of 1996.*"

The SMHP, including the Electronic Health Record Incentive Program (EHRIP) implementation plan and IAPD to be developed through this RFP must be in conformance with federal guidance, including that described above, and also meet the specific Kansas specifications delineated in Section 4.2, the Scope of Work (SOW) Section of this RFP.

4.1.3 Kansas Health Policy Authority Partner Background Information

While there are many partners to be involved in the planning and development of the SMHP, including the EHRIP implementation plan, and associated IAPD there are two (2) primary participating partners, the KFMC and the KDHE, that must be formally included in all planning and development efforts in order to assure the alignment of HIT planning across Kansas.

KDHE, as the designated HIE operator for the State of Kansas, is responsible for the Statewide HIT Plan. The September 1, 2009 SMD letter included the following statement in attachment A to describe the required integration of the SMHP with the statewide plan for HIT:

The SMHP should be integrated with the Statewide plan for HIT developed under section 3013 of the Public Health Service Act and under the direction of the designated State entity.

An example of the integration of effort that is anticipated in the development of the SMHP is that the KHPA SMHP shall, as a component of the HIT Plan for the

State of Kansas, adopt uniform formatting. Attached in Appendix 10 is a draft format for the HIT Plan as an example of the format that the SMHP shall follow.

In addition to the two formal partners identified above and in detail in Sections 4.1.3.1 (KFMC) and 4.1.3.2 (KDHE) the following list contains the minimum listing of organizations, groups, and efforts that must be included in the SMHP and IAPD development process:

- **E-Health Advisory Council:** The Kansas E-Health Advisory Council was developed by the KHPA at the Governor's request to provide guidance on policy issues related to Health Information Technology (HIT) and the Health Information Exchange (HIE). The E-Health Advisory Council serves as the principle advisory panel to the Kansas Department of Health and Environment in its lead role for statewide HIE and HIT planning. KHPA participates actively, sits on the Steering Committee, and will participate in each of the Advisory Council's workgroups, which currently include:
- **Kansas Medical Society (KMS):** The KMS is a professional association of physicians. Incorporated in 1859 by the territorial government of our state, the society is dedicated, through advocacy and communication, to improving the environment in which physicians practice medicine. Today, the organization's nearly 5000 members work to promote the art and science of medicine and to protect the health of Kansas citizens.
- **Kansas Hospital Association (KHA):** KHA is a voluntary non-profit organization existing to provide leadership and services to member hospitals. KHA is the lead organization in a group of companies and affiliates that provide a wide array of services to the hospitals of Kansas and the Midwest region.
- **Kansas Health Institute (KHI):** The KHI was established to be an information resource for state policymakers. KHI works to help policymakers understand how the health of Kansans is influenced by a wide range of factors, including socioeconomic status, cultural diversity, lifestyle choices, the quality of communities and the financing, organization and effectiveness of our public health and health care systems.

4.1.3.1 Kansas Foundation for Medical Care, Inc. (KFMC) – The designated Regional Extension Center (REC)

The KFMC has undertaken a four (4) year grant funded through the Office of the National Coordinator (ONC), beginning in February 2010, providing direct clinical and technical assistance to primary-care providers in Kansas as they implement Health Information Technology. KFMC will work in collaboration with the KDHE, its eHealth Advisory Council, and the Council membership, comprised of representatives of major healthcare stakeholders in Kansas, Kansas Association for the Medically Underserved (KAMU), and additional healthcare

partners to maximize the services and reach of the Kansas Regional Center (RC) program to meet the ONC's goals.

KFMC anticipates providing direct technical assistance to over 1,000 primary care providers across the state, focusing on those that are in small group practices that provide care to the medically underserved, underinsured, and uninsured. Services provided through the KFMC RC Program include direct on-site assistance to complete Electronic Health Record (EHR) practice readiness assessments, practice work-flow assessments and re-design, certified EHR vendor evaluation and selection with a group purchasing discount, EHR implementation, assistance with meeting the criteria for meaningful use, reporting of clinical quality measures, and connectivity to a Health Information Exchange (HIE).

KFMC is experienced at providing EHR implementation support in Kansas with 86% of the 105 counties either frontier, rural, or densely populated rural in rural, urban and bi-state areas. Effective approaches to provide efficient and responsive services will include use of regionally assigned technical and clinical experts, availability of a variety of distance learning tools, and interventions tailored to the unique needs of the special populations served in the rural communities.

Short term project goals include:

- Assisting priority primary-care providers across Kansas to implement a certified EHR, become meaningful users, and participate in a HIE.
- Development of a coordinated state-wide effort that includes a governance structure that is collaborative and doesn't duplicate services or funded activities.
- Maximizing provider reach with available funding to minimize financial burden on priority providers.
- Assisting in the development and use of standards and best practices to ensure information privacy and security.
- Providing efficient, effective, useful resources to accelerate the providers' capacity to implement a certified EHR and move to meaningful use.

Long term project goals include:

- Development of a sustainable future infrastructure for a Regional Center in KS beyond HHS funding.
- Assisting in the establishment of statewide standards for HIT for Kansas providers.
- Establishment of meaningful use among Kansas providers to improve healthcare collaboration among providers and increase positive patient outcomes.
- Establishment of a method to allow Kansas consumers reasonable access to electronic personal health record information.

- Improved quality outcomes for consumers.

For more information on this grant, see the ONC, Department of Health and Human Services via grant number: 90RC00031/01.

4.1.3.2 Kansas Department of Health and Environment (KDHE) – The designated Health Information Exchange (HIE) Operator

The KDHE is the state designee for health information technology and is facilitating the creation of strategic and operational plans for a statewide infrastructure for health information exchange (HIE). These plans will act as a blue print to a contemplated not-for-profit organization responsible for the deployment and operation of the Kansas HIE. To guide the planning and implementation process, KDHE has convened the e-Health Advisory Council to provide broad based stakeholders representation from thirty-three plus health care organizations.

The primary goal of this health information exchange is to enable healthcare stakeholders to share data for coordinating patient care and to support public entities in achieving their population health goals. More specifically, this process will enable stakeholders to focus on developing medical homes for Kansans and on utilizing the chronic care model to address identified disease conditions.

To enable this statewide interoperability of healthcare data, it is necessary to align a number of concurrent projects through a coordinated approach. This coordinated approach requires the participation of key state health information technology project leaders in an e-Health Advisory Steering Committee. This steering committee includes the domain chairs from each of the e-Health Advisory Council workgroups, as well as representatives from KHPA, the Regional Extension Center, and a Quality Improvement Consortium.

The measurement of project outcomes is critical to the success of this highly visible public and private partnership. Over the course of this four-year project, KDHE will measure and publicly report quarterly on a number of key measures including: 1) the increase in the number of stakeholders accessing the exchange for the purpose of coordinating patient care; 2) the increase in the number of Kansans with their care coordinated through a medical home; and 3) the increase in the number of Kansans participating in chronic disease management programs.

Identified products of this project include a state strategic health information technology plan, a statewide operation plan for health information exchange, and the public reporting of key measures identifying the benefits of this project to Kansas stakeholders. This work intersects directly with the development of the SMHP as both planning processes are focused on advancing the use of health care information to improve health outcomes for Kansans.

4.1.3.3 **Additional efforts, groups, or processes related to SMHP, including EHRIP, and IAPD Implementation Planning**

The following are additional efforts, groups, or processes that are recent, current, or planned and relevant to the SMHP, including Electronic Health Record Incentive Program (EHRIP), and IAPD implementation plan development effort.

Health Professionals Workforce Integrated Data Interface – Data Consortium effort to collect comprehensive health care workforce data in one location (description of effort and schematic included in Appendix Five (5))

4.1.4 **Preliminary Environmental Scan and Provider Survey – definitions**

For the purposes of this RFP the following are the definitions of Provider Survey and Preliminary Environmental Scan:

Provider Survey: A survey of all health care providers in Kansas that serve Medicaid patients **or** who may be eligible for incentive payments through the Medicaid Provider EHR Incentive Program **or** who may be eligible for Regional Extension Center Assistance **or** who may be eligible for connectivity assistance through the KDHE. The provider survey, which will be conducted separately and which was begun in advance of the SMHP vendor being chosen, is intended to coordinate state level baseline measurement of EHR adoption and utilization in Kansas. Specifically, the provider survey is intended to draw a picture of the “As-Is” provider level EHR environment in Kansas and inform the development of the SMHP. At the same time, the provider survey is intended to produce the baseline measurement necessary for Regional Extension Center and Health Information Exchange planning and operations. The survey instrument and number of total providers in each of the CMS Eligible Professional (EP) categories are included as Appendices Seven (7) and Eight (8), respectively.

Preliminary Environmental Scan: The preliminary environmental scan is focused on large state, regional, or local entities that are **not** part of the provider survey **or** who currently exchange health information within their existing systems between multiple sites **or** have systems that contain unique health information that will eventually need to be connected through the Kansas HIE. “Preliminary” is intended to differentiate this activity from the formal and comprehensive documentation required as part of the SMHP development process. The “preliminary” environmental scan will provide KHPA, KDHE, and KFMC, as well as the SMHP vendor chosen through this RFP, with the necessary information to proceed with planning activities. Through the preliminary

environmental scan, KHPA will provide KHPA and its SMHP vendor with a listing and brief description of the entities and systems to be documented as part of the development of the SMHP. The preliminary scan will provide the starting point for the documentation necessary in the final SMHP. The preliminary list of entities is attached to this RFP as Appendix Nine (9).

4.1.5 SMHP Project Goals

KHPA has adopted the following overarching goals of the SMHP development process.

- Patients are able to readily and securely access their health care information in a format that is easily understandable. The process for accessing individual health care information shall be designed to maximize patient participation in their care throughout their lifetime.
- Providers are supported and encouraged in the transformation of clinical care delivery from a paper based system to a secure and fully interoperable electronic care system that includes both work flow redesign in individual care settings and the enabling of secure and timely health care information delivery across care settings. This support and encouragement includes a specific focus on the adoption of health information technology at the individual provider level that meets federal and state standards for security, interoperability, and meaningful use.
- Security, interoperability, and meaningful use of health care information demands systematic and ongoing collaboration and transparency between multiple entities and at many levels both within and outside of government. KHPA shall lead and participate in multiple settings; at the local level throughout Kansas, at the state level within Kansas, at the regional level with other states, and with our federal partners to assure that the process of Health Information Technology adoption is both collaborative and transparent.

4.2 Scope of Work

The Overall Scope of Work (SOW) for this engagement encompasses the comprehensive construction of the State Medicaid Health Information Technology Plan (SMHP), including the Medicaid Electronic Health Record Incentive Program (EHRIP) implementation plan, and the associated Implementation Advance Planning Document (IAPD). In developing these planning documents, the successful bidder shall work within the parameters of:

1. SMD letter dated September 1, 2009 (Exhibit 1, hereto);
2. Kansas' HIT P-APD (Attachment 1, hereto); and,

3. CMS Final Rule, *Medicare and Medicaid Programs; Electronic Health Record Incentive Program*, released by CMS on July 13, 2010 and published in the federal register on July 28, 2010 (Attachment 2).

The successful bidder shall also take into account the final rule released by the ONC for Health Information Technology that specifies the Secretary's adoption of an initial set of standards, implementation specifications, and certification criteria for electronic health record technology. This related final rule was released on July 13, 2010. ONC also published a final rule establishing a temporary certification program for health information technology on June 24, 2010. Finally, the Office for Civil Rights announced a proposed rule on July 8, 2010 that would strengthen and expand privacy, security, and enforcement protections under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Bidder responses must demonstrate how they shall meet all of the requirements and responsibilities as outlined in Attachment A to the September 1, 2009 SMD (Appendix 2) and the associated template released by CMS on 4-27-2010 (Appendix 4). The following sections of the SOW include summaries and references to these documents as well as Kansas specific requirements. The final Kansas SMHP, including the EHRIP implementation plan, and associated IAPD shall follow the general outline provided by CMS and meet all the requirements set forth below and in the documents referenced in this section. In addition, the Kansas SMHP, including the EHRIP implementation plan, and associated IAPD shall conform to future CMS and Kansas guidance received between contract signing and submission of the Final IAPD to CMS for approval.

4.2.1 CMS Four (4) Mandatory Components of SMHP

As described in Section 4.1.2, Attachment A to the September 1, 2009 SMD letter contains four (4) mandatory components of every state's SMHP, including the SMHP to be developed on behalf of Kansas under this RFP. Those four (4) components are:

1. Current Landscape Assessment;
2. Vision of the State's HIT future;
3. Specific actions necessary to implement the incentive payments program; and,
4. HIT Roadmap.

The April 27, 2010 revised CMS SMHP template (see Appendix 4) identifies five (5) sections (A, B, C, D, and E) to be included in state SMHP submissions. These five (5) sections align with the four (4) mandatory components listed above as follows:

1. Current Landscape Assessment – CMS template Section A
2. Vision of the State’s HIT future – CMS template Section B
3. Specific actions necessary to implement the incentive payments program – CMS template Sections C and D
4. HIT Roadmap – CMS template Section E

The five (5) CMS template sections are described in detail in Section 4.2.2.

The four (4) components and associated detailed information from CMS documentation is included below, within this RFP Section. Additional Kansas specific guidance is included later in this RFP, beginning in Section 4.2.3. In all instances, the Kansas specific guidance is in addition to the CMS requirements presented in this section.

4.2.1.1 Current Landscape Assessment

The Current Landscape Assessment is intended to draw a baseline for HIT within Kansas. As such there are a number of activities that must be undertaken in order to draw an accurate picture of the current state of HIT in Kansas.

The Current Landscape Assessment, described in this section and in sections 4.2.1.1.1, 4.2.1.1.2, and 4.2.1.1.3, shall provide the basis for the Comprehensive Environmental Scan found in section 4.2.7. The Comprehensive Environmental Scan shall be included as part of the SMHP.

4.2.1.1.1 Description of the extent of HIT and HIE activities currently underway within the Medicaid enterprise

- 1. Relationships with other entities in the State:** The Preliminary Environmental Scan being conducted by KHPA in partnership with KDHE and KFMC shall be incorporated by the bidder into the comprehensive documentation of relationships between KHPA and other entities within Kansas. See Appendix Nine (9) for a listing of entities.
- 2. Discussion of MMIS current capabilities to participate in HIE today:** The bidder shall, with the assistance of KHPA, obtain all current information and comprehensively document the current MMIS environment. This documentation shall incorporate all existing information and planning to-date.
- 3. Summary of MITA State Self Assessment:** The bidder shall incorporate in the SMHP a summary of the current MITA State Self-Assessment as

previously completed by the State and included as Appendix Six (6) to this RFP.

4.2.1.1.2 Data regarding current rates of EHR adoption throughout Kansas

The bidder shall incorporate the appropriate information from the Provider Survey regarding the rates of EHR adoption within Kansas in the SMHP.

4.2.1.1.3 Description of existing and/or duplicative health related legacy systems that may need updating or replacing

The bidder shall, using the Preliminary Environmental Scan completed by KHPA and KDHE, include the documentation of legacy systems that may be duplicative or need replacing as part of the development of the SMHP. The SMHP shall include recommendations of which state systems should be scheduled for updating or replacement in a prioritized order. In incorporating this analysis the bidder shall review documents prepared and provided by KHPA and KDHE. The bidder shall hold no more than two meetings with KDHE and KHPA to obtain the information already gathered by the state for inclusion in the SMHP, including the EHRIP, and the associated IAPD. These meetings will be used to:

1. Review information from work already conducted by the State; and,
2. Present final draft materials to KHPA and KDHE.

4.2.1.1.4 Identification of opportunities to leverage other existing opportunities within the state such as Medicaid Transformation Grants

The bidder shall assemble, in a state approved format, a complete listing of existing federal, foundation and other grants – both public and private – that are related to health care and currently in progress within Kansas and shall include in the SMHP opportunities to leverage these opportunities, as appropriate, to further the goals detailed in Section 4.1.5.

4.2.1.2 Vision of the State's HIT future

The bidder shall facilitate the development of a Vision for the State's HIT future that shall be included in the SMHP. The bidder shall begin the process by meeting with the KHPA SMHP Steering Committee. During the meeting the bidder shall:

1. Facilitate a discussion of the Overarching Goals as stated in Section 4.1.5 as they relate to the federal guidance for development of the State's HIT Vision;

2. Obtain feedback on a draft questionnaire developed by the bidder for use in the one-on-one meetings with each of the groups and organizations listed in Section 4.1.3 (E-Health Advisory Council, KMS, Kansas Hospital Association (KHA), KHI); and
3. Obtain feedback around the planning and organization of the state-wide input process described below.

The bidder shall hold individual meetings with each of the groups and organizations listed in Section 4.1.3 (E-Health Advisory Council, KMS, KHA, and KHI).

The federal guidance indicates that, at a minimum, the development of the State's vision must include the involvement of a diverse group of individuals, organizations, and institutions both within and outside of state government. The State has already scheduled meetings that will be co-led by KDHE and KHPA. These meetings, where scheduled, are identified below. The bidder shall attend the already scheduled meetings as part of the Consumer, Provider, and Other non-state entity focus tract and shall lead the KHPA portion of the meetings as well as record the discussion and comments received and incorporate this information into the SMHP, including the EHRIP implementation plan, and associated IAPD. The bidder shall work with KHPA to gather information from State entities. The State entity focus shall require no more than three separate meetings to be scheduled by KHPA. The bidder shall be responsible for leading these meetings and shall record the discussion and comments received and incorporate this information into the SMHP, including the EHRIP implementation plan, and associated IAPD.

1. Consumer, Provider, and Other non-state entity focus: The state shall schedule four stakeholder meetings in order to jointly discuss the Statewide HIT Plan and the Medicaid SMHP planning process. The meeting dates and locations will be established by the State to occur during the month of January, 2011.*
2. State Entity focus: As specifically identified in the CMS guidance this includes non-Medicaid State officials involved with public and behavioral health, child welfare, education, long-term care, and vocational rehabilitation. The bidder shall work with KHPA and KDHE staff to design no more than three meetings with State Entities that will be jointly held between KDHE and KHPA. The bidder shall facilitate these meetings on behalf of KHPA.

*Based on information only partially available to the state at the time of the release of this RFP, there may be an opportunity to produce the EHRIP Implementation Plan along

an accelerated timeline. To the extent that there is an accelerated timeline available to the state for production of the EHRIP Implementation Plan that would allow for incentive payments to be made to providers earlier in calendar year 2011, KHPA would be interested in pursuing that opportunity. Therefore, KHPA, in consultation with the bidder, may choose to pursue production of the EHRIP Implementation Plan along an accelerated timeline should federal guidance allow for this option. Should KHPA, in consultation with the bidder, choose to pursue an accelerated timeline for production of the EHRIP Implementation Plan some deliverables and meeting dates may need to be adjusted accordingly.

For each meeting identified above the bidder shall facilitate the Medicaid portion.

1. An introduction to the subject including a history of HIT in Kansas, goals of the federal legislation, and an overview of the Kansas state level partnership among KHPA, KDHE, and KFMC;
2. An opportunity for small focused group discussions;
3. An open opportunity for public input;
4. The documentation of comments and consolidation of themes from each meeting;
5. Participation from a broad range of individuals, entities, and organizations across the state.

The meetings listed above are joint meetings and KDHE shall facilitate the portion of the meeting focused on a discussion of the Statewide HIT Plan.

The meetings described in this section shall be designed by the vendor in such a way as to allow for the collection of the information around the Vision of the State's HIT future necessary to inform the State's "To-Be" Vision, described in Section 4.2.1.2.1.

4.2.1.2.1 Description of the State's "To-Be" Vision

The bidder shall include in the SMHP a comprehensive description of the "To-Be" Vision that is developed from the one-on-one, KHPA SMHP Steering Committee, and facilitated state wide meetings described in Section 4.2.1.2 for presentation in draft form to the KHPA SMHP Steering Committee. The bidder shall present findings (in power point, bound handouts, or other State-approved format) from the meetings organized into thematic areas. Based on feedback from the KHPA SMHP Steering Committee, the bidder shall develop a final "To Be"

Vision for the KHPA SMHP Steering Committee's approval and, ultimately, inclusion in the Final SMHP and the Final IAPD.

4.2.1.3 Specific actions necessary to implement the EHRIP*

The bidder shall recommend the specific actions necessary to implement the Medicaid Electronic Health Record Incentive Program (EHRIP). These recommendations shall be included as part of the overall SMHP.

At a minimum, the bidder shall include in the EHRIP Implementation Plan preliminary approaches to:

1. Defining and verifying eligibility;
2. Processing payments; and,
3. Preventing duplicative incentive payments for those providers eligible under both Medicare and Medicaid.

The work in this section shall be synchronized with the specific Kansas requirements found in Section 4.2.3.6 and shall meet all requirements delineated in the September 1, 2009 SMD letter, the April 27, 2010 SMHP Template, and all subsequent CMS guidance.

*Based on information only partially available to the state at the time of the release of this RFP, there may be an opportunity to produce the EHRIP Implementation Plan along an accelerated timeline. To the extent that there is an accelerated timeline available to the state for production of the EHRIP Implementation Plan that would allow for incentive payments to be made to providers earlier in calendar year 2011, KHPA would be interested in pursuing that opportunity. Therefore, KHPA, in consultation with the bidder, may choose to pursue production of the EHRIP Implementation Plan along an accelerated timeline should federal guidance allow for this option. Should KHPA, in consultation with the bidder, choose to pursue an accelerated timeline for production of the EHRIP Implementation Plan some deliverables and meeting dates may need to be adjusted accordingly.

4.2.1.4 HIT Roadmap

The bidder shall include in the Kansas SMHP a HIT Roadmap. The HIT Roadmap must, at a minimum, include the following:

1. A strategic pathway for moving from the "As-Is" to the "To-Be" Vision;

2. A plan to assure consistency with State planning for section 3013 of the Public Health Service Act so as not to duplicate efforts and to ensure support of a unified approach to health information exchange;
3. A focus on the State Medicaid Agency's role;
4. A description of how the State plans to oversee the 100 percent provider incentive payments;
5. An identification of clear and quantifiable benchmarks on at least an annual basis that will allow both the State and CMS to gauge progress towards the "To-Be" Vision;
6. A vision for the State to become part of the planned Federal, Regional statewide, and/or local HIEs including projected dates, where appropriate and as identified through activities in sections 4.2.1.1 and 4.2.1.2;
7. A description of State plans to build off existing efforts identified through activities in section 4.2.1.1.4;
8. Consideration of the types of changes that will be necessary to make to the MMIS in order to transform it from the current state to a state where it is capable of full participation in the "To-Be" Vision for HIE as identified through activities in Section 4.2.1.1.1.

4.2.2 SMHP template issued by CMS

CMS produced an initial template that was updated on April 27, 2010. The updated template includes five Sections that must be contained within any SMHP. These five Sections align with the four Components, identified in Section 4.2.1 above. The five CMS Sections are listed below with the four mandatory Components of each SMHP as identified in the September 1, 2009 SMD letter included in parentheses ().

The bidder shall develop the Kansas SMHP in accordance with this guidance and shall organize the SMHP as laid out by CMS in its template and identified in this Section.

CMS Section A: The State's "As-Is" Landscape (Current Landscape Assessment)

CMS Section B: The State's "To-Be" Landscape (Vision of the State's HIT Future)

CMS Section C: Activities Necessary to Administer and Oversee the EHR Incentive Payment Program (Specific actions necessary to implement the incentive payments program)

CMS Section D: The State's Audit Strategy (Specific actions necessary to implement the incentive payments program)

CMS Section E: The State's HIT Roadmap (HIT Roadmap)

The bidder shall organize the Kansas SMHP using the CMS identified Sections A, B, C, D, and E from the CMS template. In its development of the Kansas SMHP the bidder shall include the specific actions necessary to implement the incentive payments program, the current landscape assessment, the vision of Kansas' HIT Future, and the Kansas HIT Roadmap as required by the September 1, 2002 SMD letter and shall align the four mandatory components from that letter, as identified above, with the five CMS SMHP template sections. The bidder shall further include all of the required subcomponents as identified in existing federal and state guidance found throughout this RFP and specifically in the referenced documents in Section 4.2. The bidder shall include any amended or additional requirements issued by CMS during the course of the contract in the SMHP, including the EHRIP implementation plan, and associated IAPD, as appropriate.

4.2.3 Detailed description of tasks to be accomplished

This section of the RFP includes the detailed tasks to be accomplished by the bidder during the course of the contract period, resulting in the development of the SMHP.

4.2.3.1 Project Plan

Bidders shall submit a Preliminary Project Plan including; timeline, deliverables, and lead staff as part of the response to this RFP. Within the first week of contract signing the bidder shall submit a Comprehensive Project Plan, using Microsoft Office Project, to the Kansas SMHP Point-of-Contact. Throughout the contract period bidders shall update the project plan on a weekly basis to reflect actual progress to-date. The weekly updated project plan shall be provided directly to the KHPA Point-of-Contact.

Bidders shall produce and maintain a Checklist for tasks and deliverables contained within the Comprehensive Project Plan that is organized by CMS Section and shall include Components and Sub Components, as appropriate.

The Comprehensive Project Plan shall include the timeline, tasks, deliverables, and an inclusive staff listing consisting of both lead staff by name and the full range of staff resources available for each Section, Component, and Sub Component of the SMHP, including the EHRIP implementation plan, and associated IAPD.

The Preliminary and Comprehensive Project Plans shall both include all of the major components listed below; although the Preliminary Project Plan may not include the detailed task listing or the inclusive staff listing required in the Comprehensive Project Plan; the CMS references (Section 4.2.2), included in parentheses () identify the SMHP Sections with which the item is most closely associated, and the numeric references, also in parentheses () identify the RFP sections that contain important details.

The following is provided as a guideline for bidders as to the content of the project plan:

1. Communication Plan that assures transparency and engagement of all stakeholders (CMS A, B, and E; Section 4.2.6 of this RFP)
2. Vision Drafting (CMS A, B, and E; Section 4.2.1.2 of this RFP)
3. SMHP drafting (CMS: A, B, C, D, and E; Sections 4.2.3.2, 4.2.3.7, 4.4.5, and 4.5.2 of this RFP)
4. IAPD drafting (CMS A, B, C, D, and E; Sections 4.2.3.3, 4.2.3.8, 4.4.6, and 4.5.2 of this RFP)
5. EHRIP Implementation Plan drafting (CMS C and D; Section 4.2.3.6 of this RFP)*
6. Completion of comprehensive environmental scan (CMS A, B, and E; Sections 4.2.1.1 through 4.2.1.1.4, and Section 4.2.7 of this RFP)
7. Completion of privacy and security technical and legal analysis and recommendations (CMS C and D; Section 4.2.3.4 of this RFP)
8. Subject Matter Experts (SME) recommendations and availabilities – specific individuals and recommendations that may enhance and improve Kansas planning and implementation activities (Sections 4.2.3.5 and 4.3.2 of this RFP)
9. Final SMHP (CMS A, B, C, D, and E; Section 4.2.3.7 of this RFP)
10. Final IAPD (CMS A, B, C, D, and E; Section 4.2.3.8 of this RFP)
11. Final EHRIP (CMS C and D; Section 4.2.3.9 of this RFP)*
12. Data Analysis (Sections 4.2.4 and 4.3.3 of this RFP)
13. Optional Response (Section 4.2.5 of this RFP)

- a. Optional Subject Areas (Section 4.2.5.1)
- b. Data Analysis focus area (Section 4.2.5.1.1)
- c. Coordinated EHR Vendor Demonstrations (Section 4.2.5.1.2)

Bidders shall produce a project task list that shall be updated on a weekly basis and reviewed with the KHPA SMHP Point-of-Contact.

Overall Project Management requirements can be found in Section 4.3.1.

*Based on information only partially available to the state at the time of the release of this RFP, there may be an opportunity to produce the EHRIP Implementation Plan along an accelerated timeline. To the extent that there is an accelerated timeline available to the state for production of the EHRIP Implementation Plan that would allow for incentive payments to be made to providers earlier in calendar year 2011, KHPA would be interested in pursuing that opportunity. Therefore, KHPA, in consultation with the bidder, may choose to pursue production of the EHRIP Implementation Plan along an accelerated timeline should federal guidance allow for this option. Should KHPA, in consultation with the bidder, choose to pursue an accelerated timeline for production of the EHRIP Implementation Plan some deliverables and meeting dates may need to be adjusted accordingly.

4.2.3.2 SMHP Draft (CMS A, B, C, D, and E)

Bidders shall produce a draft SMHP, in a State-approved format, that includes all of the mandatory aspects as delineated in all available federal guidance including all referenced documents within this RFP and all subsequently released or revised federal guidance up to the date of submission of the draft SMHP to the State by the bidder. Bidders shall review, in detail, the requirements in the documents identified in Section 4.2 to assure the completeness of the draft SMHP.

Bidders shall include in the draft SMHP all Kansas specific requirements contained throughout this RFP and determined to be necessary during the SMHP development process.

Bidders shall create a checklist as a guiding tool to review with the KHPA SMHP Point-of-Contact the items required for inclusion in a complete draft SMHP.

Bidders shall include within the Draft SMHP, at a minimum, the following:

1. An implementation timeline that includes all components of the SMHP;

2. A staffing proposal with detailed staff descriptions that conform to the existing KHPA employee classification system; and,
3. A budget by Section, Component, and Sub Component, by year that supports the full range of activities described within the SMHP, including the EHRIP implementation plan, and associated IAPD for 2011, 2012, 2013, 2014, and 2015.

Bidders shall provide the draft SMHP to the State no later than 100 days after contract signing.

4.2.3.3 IAPD Draft (Sections A, B, C, D, and E)

Bidders shall produce a draft IAPD that includes all of the mandatory aspects as delineated in all available federal guidance including all referenced documents within this RFP and all subsequently released or revised federal guidance up to the date of submission of the draft to the State. Bidders shall review in detail the requirements in the documents identified in section 4.2 to assure the completeness of the draft IAPD.

Bidders shall include in the draft IAPD all Kansas specific requirements contained throughout this RFP and determined to be necessary during the SMHP development process.

Bidders shall create a checklist as a guiding tool to review with the KHPA SMHP Point-of-Contact the items required for inclusion in a complete draft IAPD.

Bidders shall include within the Draft IAPD, at a minimum, the following:

1. An implementation timeline that includes all components of the IAPD;
 - a. The Implementation APD shall include:
 - i. The results of the activities conducted under a Planning APD, if any;
 - ii. A statement of needs and objectives;
 - iii. A requirements analysis, feasibility study and a statement of alternative considerations;
 - iv. A cost benefit analysis;
 - v. A personnel resource statement indicating availability of qualified and adequate staff, including a project director to accomplish the project objectives;
 - vi. A detailed description of the nature and scope of the activities to be undertaken and the methods to be used to accomplish the project;
 - vii. The proposed activity schedule for the project;

- viii. A proposed budget (including a consideration of all possible *Implementation APD* activity costs, e.g., system conversion, computer capacity planning, supplies, training, and miscellaneous ADP expenses) for the project;
 - ix. An estimate of prospective cost distribution to the various State and Federal funding sources and the proposed procedures for distributing costs; and
 - x. A statement setting forth the security requirements and disaster recovery procedures.
2. A staffing proposal with detailed staff descriptions that conform to the existing KHPA employee classification system; and,
 3. A budget by Section, Component, and Sub Component, by year that supports the full range of activities described within the IAPD for 2011, 2012, 2013, 2014, and 2015.

Bidders shall provide the draft IAPD to the State no later than 100 days after contract signing.

4.2.3.4 Privacy and Security (Sections C and D)

Bidders shall provide a description of their comprehensive approach to Privacy and Security with specific focus on the steps that they would take and the resources they would assign to the analysis of and recommendations regarding applicable laws and regulations governing health information exchange and ensuring privacy and security of data provided to data exchange partners as they relate to the SMHP, including the EHRIP implementation plan, and associated IAPD.

Bidders shall complete a comprehensive technical and legal analysis of Privacy and Security issues as they relate to the EHRIP and the overall SMHP and provide recommendations as part of the SMHP.

4.2.3.5 Subject Matter Experts (SME) descriptions and requirements

Bidders shall specifically identify in their response the individual SMEs that will be utilized for this project along with their particular areas of expertise, the portion of the SMHP development the SME will be assigned to, and the number of hours that each individual is available to KHPA over the term of the contract.

If Bidders are including SMEs for Optional Subject Areas, as provided for under Section 4.2.5.1, Bidders shall identify the value that they believe is added to the

Development of the SMHP and associated IAPD from the inclusion of the assigned SME to the proposed optional area of focus.

4.2.3.6 Electronic Health Record Incentive Program (EHRIP) Implementation Plan drafting (Sections C and D)*

Bidders shall propose a process for the development of the Kansas EHRIP Implementation Plan. Bidders shall propose one or more options for the Kansas EHRIP Implementation Plan in outline format. The options identified as part of the response to this RFP shall be fully developed during the contract period. Options shall be fully developed in cooperation with KDHE and KFMC.

The RFP response shall include no more than a one page description for each EHRIP option with pros and cons. Bidders shall specifically include in the list of EHRIP options any alternatives to the CMS proposed formula for determining Medicaid volume for providers that the bidder recommends be explored.

Bidders shall provide all of the following as they relate to the design and development of the EHRIP:

1. EHR Vendor review options

Bidders shall include in the project plan the development of criteria for the annual review and selection of alternatives for potential EHR Vendor pre-qualification and/or rating.

Bidders shall make recommendations as part of the development of the SMHP for the annual review of EHR Vendor products for pre-qualification and/or rating by KHPA as part of the development of the EHRIP implementation plan.

2. EHR technical specification requirements

The EHRIP shall include the technical specifications that shall represent the minimum acceptable performance standards for EHRs to be considered by the State in 2011, 2012, 2013, 2014, and 2015. These standards shall be no less restrictive than the federal standards.

The EHRIP shall include the technical specifications that shall represent a minimum of two separate tiers for rating EHR systems.

3. EHR utilization auditing standards

The EHRIP shall include specific auditing standards to be utilized in 2011, 2012, 2013, 2014, and 2015. These standards shall be no less restrictive than the federal standards.

Bidders shall produce a minimum of two options for establishing specific auditing standards for each year identified.

4. Program staffing, funding, and implementation recommendations

Bidders shall produce complete staffing, funding, and implementation recommendations for the EHRIP. These recommendations shall be specific to each year; 2011, 2012, 2013, 2014, and 2015.

5. Program operational parameter recommendations

Bidders shall produce recommended operational parameters, such as those listed below, in the draft EHRIP implementation plan and final operational parameters in the final EHRIP implementation plan that meet all the minimum requirements in guidance from CMS and specific Kansas requirements as provided by KHPA for the following years; 2011, 2012, 2013, 2014, and 2015. These operational parameters shall include, at a minimum, all of the following:

- a. eligibility guidelines;
- b. program requirements;
- c. program operating manual; and,
- d. meaningful use definition for Kansas – that is no less restrictive than federal requirements.
- e. required connectivity with CMS through the National Level Repository.

6. Provider focus groups

Bidders shall, together with KDHE, conduct a minimum of four (4) geographically representative focus groups with a mix of provider types representing all EP's in each group in order to obtain feedback on proposed EHRIP design options.

Vision meetings shall be scheduled for January, 2011, as described in Section 4.2.1.2. If possible, KHPA would like to leverage these meetings for the purpose of reviewing EHRIP design options as well as for the overall Vision process.

Bidders shall make recommendations as part of the response to this RFP regarding the feasibility of using the existing meetings described in Section 4.2.1.2 for the purpose of reviewing EHRIP design options. If bidders

recommend that these meetings cannot be used for this purpose then bidders shall include the necessary separate meetings for the purpose of reviewing the EHRIP design options with stakeholders in the proposal.

In either event, once the meetings are held Bidders shall report, in a format approved by the state, the feedback from the groups and utilize this feedback to make recommendations on the EHRIP design to the KHPA SMHP Steering Committee as part of the draft SMHP, including the EHRIP implementation plan, and draft IAPD submission.

In addition to the Vision meetings the Bidder shall work with KHPA and the state level Associations representing eligible provider types (e.g. Kansas Medical Society and the Kansas Hospital Association) to obtain feedback regarding EHRIP design options as part of the development of the EHRIP implementation plan.

7. Review of existing EHRs

Bidders shall review EHRs in use both within Kansas and throughout the United States to inform the development of the Kansas EHRIP. Bidders shall produce a report, in a format approved by the state, detailing the types and functionality of EHRs being used in both Kansas and throughout the United States and incorporate this information in the development of the SMHP, IAPD, and EHRIP implementation plans. This analysis and report is differentiated from the provider survey of EHR adoption in that the analysis requested of the bidder is intended to be an expert review of the existing EHR systems in use in Kansas and across the United States that will provide relative pros and cons of different systems in operation today and will focus on those systems that are most prevalent in Kansas and the United States, respectively.

Bidders shall complete all EHRIP implementation plan option development activities and shall provide the draft EHRIP implementation plan to the State no later than 100 days after contract signing. The EHRIP Implementation Plan shall be part of the SMHP. This timeline may be adjusted, in consultation with the bidder, based on additional guidance received from the federal government (see note below).

*Based on information only partially available to the state at the time of the release of this RFP, there may be an opportunity to produce the EHRIP Implementation Plan along an accelerated timeline. To the extent that there is an accelerated timeline available to the state for production of the EHRIP Implementation Plan that would allow for incentive payments to be made to providers earlier in calendar year 2011, KHPA would be

interested in pursuing that opportunity. Therefore, KHPA, in consultation with the bidder, may choose to pursue production of the EHRIP Implementation Plan along an accelerated timeline should federal guidance allow for this option. Should KHPA, in consultation with the bidder, choose to pursue an accelerated timeline for production of the EHRIP Implementation Plan some deliverables and meeting dates may need to be adjusted accordingly.

4.2.3.7 Final SMHP (Sections A, B, C, D, and E)

Bidders shall submit a final SMHP, in a State-approved format, that includes all required components as previously stated throughout this RFP and all feedback as part of the review of the draft SMHP to KHPA within three weeks of receiving final written feedback from the KHPA SMHP Point-of-Contact on the draft SMHP. The bidder shall continue to make edits to the RFP based on KHPA feedback until the final SMHP is accepted by KHPA.

4.2.3.8 Final IAPD (Sections A, B, C, D, and E)

Bidders shall submit a final IAPD, in a State-approved format, that includes all required components as previously stated throughout this RFP and all feedback as part of the review of the draft IAPD within three weeks of receiving final written feedback from the KHPA SMHP Point-of-Contact on the draft IAPD. The bidder shall continue to make edits to the RFP based on KHPA feedback until the final IAPD is accepted by KHPA.

4.2.3.9 Final EHRIP Implementation Plan (Sections C and D)*

Bidders shall submit a final EHRIP, in a State-approved format, Implementation Plan that includes all required components as previously stated throughout this RFP and all feedback as part of the review of the draft EHRIP Implementation Plan within three weeks of receiving final written feedback from the KHPA SMHP Point-of-Contact on the draft EHRIP Implementation Plan. The final EHRIP Implementation Plan shall be part of the final SMHP. The bidder shall continue to make edits to the EHRIP Implementation Plan based on KHPA feedback until the final EHRIP Implementation Plan is accepted by KHPA.

*Based on information only partially available to the state at the time of the release of this RFP, there may be an opportunity to produce the EHRIP Implementation Plan along an accelerated timeline. To the extent that there is an accelerated timeline available to the state for production of the EHRIP Implementation Plan that would allow for incentive

payments to be made to providers earlier in calendar year 2011, KHPA would be interested in pursuing that opportunity. Therefore, KHPA, in consultation with the bidder, may choose to pursue production of the EHRIP Implementation Plan along an accelerated timeline should federal guidance allow for this option. Should KHPA, in consultation with the bidder, choose to pursue an accelerated timeline for production of the EHRIP Implementation Plan some deliverables and meeting dates may need to be adjusted accordingly.

4.2.4 Data Analysis

Bidders shall provide data analysis, in a State-approved format, in support of all aspects of the SMHP, including the EHRIP implementation plan, and associated IAPD development. This support shall include, at a minimum, the following analyses:

1. Number of EP's based on Medicaid volume (federal formula versus alternative methodologies to be explored and recommendation made)
2. Analysis of hospitals and hospital systems serving Kansas residents that will be eligible for Medicare or Medicaid incentives along with the specific identification of the incentive amounts in aggregate that each hospital and hospital system could potentially receive.
3. Analysis of Medicaid data to discern the number and percentage of Kansas providers that will be considered "hospital-based" under the CMS definition. Specific identification of the individuals, assignment to specific facilities, and crosswalk to Survey responses.

4.2.5 Optional Response

The optional response areas listed in this section are of interest to KHPA but are not required elements of a response. Bidders should submit responses in these areas to the extent that they have suggestions for KHPA along with the expertise and capacity to complete any proposed tasks within the overall SMHP, including the EHRIP implementation plan, and associated IAPD timeline.

4.2.5.1 Optional Subject Areas

Bidders may submit optional subject matter areas that the bidder believes would add value to the development of the SMHP, including the EHRIP implementation plan, and associated IAPD development.

Bidders choosing to submit optional subject matter areas must include:

1. A brief description of the subject matter area (no more than one sentence);
2. A detailed description of the subject matter area that includes the reason why the bidder believes it to be of importance in the context of the development of the SMHP, including the EHRIP implementation plan, and associated IAPD;
3. A timeline within the overall SMHP, including the EHRIP implementation plan, and associated IAPD development timeline for full development of the optional subject matter area;
4. A listing of the tasks to be accomplished during the SMHP, including the EHRIP implementation plan, and associated IAPD development process that are directly related to the optional subject matter area;
5. A discrete budget for the tasks associated with completion of all tasks associated with each optional subject matter area proposed (submitted with the overall cost proposal but separately identified as a standalone component); and,
6. An identified lead for the optional subject matter area that is a SME. This shall include the specific identification of the qualifications of the identified SME lead.

4.2.5.1.1 Data Analysis focus area

KHPA is interested in proposals that provide additional data analysis options and support beyond those discrete tasks identified in Section 4.2.4. Bidders may propose discrete data tasks organized by CMS Section and Component as delineated in Section 4.2.2 that are not identified currently in this RFP to support the development of the SMHP, including the EHRIP implementation plan, and associated IAPD.

To the extent that data tasks identified have no additional costs to KHPA the bidder shall identify this in the cost proposal submission.

4.2.5.1.2 Coordinated EHR Vendor Demonstrations

Bidders may include in the response to this RFP a proposal for coordinated EHR Vendor demonstrations as part of the EHRIP development process. If a bidder should chose to include this option in their proposal the pros and cons must be identified along with specific identification of the value that the bidder believes is brought to the process by the inclusion of a demonstration. This proposal should be made in the context of Section 4.2.3.6 under the “EHR Vendor review options” sub section.

4.2.6 Communication Plan

All aspects of the SMHP, including the EHRIP implementation plan, and associated IAPD development process must be communicated clearly and efficiently to a broad group of stakeholders that includes, at a minimum, those organizations, entities, and individuals identified in section 4.1.3.

Preliminary and Comprehensive Communication Plans shall be submitted as required in Section 4.2.3.1.

4.2.7 Comprehensive Environmental Scan

Bidders shall begin with the mandatory CMS requirements listed in section 4.2.1.1.3 and shall take into account requirements in sections 4.2.1.1, 4.2.1.1.1, and 4.2.1.1.2, and 4.2.1.1.4. Bidders shall compile the existing information and then hold additional one-on-one and group meetings as necessary in order to produce the documentation necessary to include with the SMHP and IAPD the following information:

1. Documentation of state level systems current and planned use of HIT and current, planned, and potential connections to all KHPA, KFMC, and KDHE systems.
2. Documentation of MMIS and other KHPA systems and recommendations regarding connection to other state HIT systems.
3. Documentation of MMIS and other KHPA systems and recommendations regarding connection to EHR systems via the HIE.

The Comprehensive Environmental Scan shall be part of the SMHP.

4.3 Services to be Provided

Bidders shall provide the services identified in this Section in support of the SOW Section 4.2 and the Deliverables and Timelines identified in Sections 4.4 and 4.5, respectively.

4.3.1 Project management

A key component of the Scope of Work relates to the Contractor's approach to the management of the project. Whereas 4.2.3.1 addresses the content this section addresses project management processes.

Bidders shall supply full-time, or the necessary project management, onsite for the duration of the development of the SMHP, including the EHRIP implementation plan, and the associated IAPD.

Bidder Responsibilities: Requirements are the mandatory activities that must be accomplished by the Bidder. These activities are:

1. Meeting facilitation.
2. The specific identification of SME's to be utilized throughout the project by task.
3. HIE coordination.
4. REC coordination.
5. Project deliverables as listed in this RFP.
6. Prepare an outline and obtain approval from the State for the contents and format of each deliverable document before beginning work on the deliverable.
7. Obtain written approval from the State on the final deliverables.
8. Revise deliverables, if required, using State review findings to meet content and format requirements.
9. Develop, obtain approval, and maintain project work plan.
10. Identify issues related to the project using the State-approved process for documenting issues, processes
11. Assigning issues to resources, and resolving issues.
12. Use State-approved change control/management processes for implementing changes in scope.
13. Report progress against the work plan through weekly written status reports, at weekly review meetings with the State Project Manager, and through a weekly update of the work plan/task schedule. The frequency of the reporting and meetings may be relaxed at the state's sole discretion.
14. Deliver written status reports and updated work plans/schedules one business day before the status meeting.
15. Identify scope of work issues. Specify the basis upon which an issue is out of scope, including appropriate RFP references.
16. Obtain written State authorization before commencing work on changes to the scope of any task identified within the Work Breakdown Structure.
17. Identify any assumptions or constraints in developing the work plan.

18. Development and documenting approach to identify and mitigate risk.
19. Preparing a detailed work plan and schedule that addresses all activities required to accomplish the scope of work from project initiation to project closeout. The work plan and schedule must depict:
 - a. All tasks broken down into subtasks, with no increment greater than 80 hours.
 - b. All tasks and subtasks described where the task or subtask name is not sufficient to describe the task or subtask.
 - c. All tasks and subtasks with estimated numbers of State and Bidder staff weeks shown separately and totaled for each task (fully skills loaded).
 - d. Gantt charts showing planned start and end dates of all subtasks.
 - e. A schedule for all deliverables providing required review time by KHPA and revision time if needed.
 - f. Subtasks must depict milestones and deliverables and be clearly shown in submitted Gantt charts.
20. Deliver reports sufficient to meet Kansas Information Technology Office (KITO) Project Reporting requirements. See below for more detailed information.

State Project Management Approach: The State of Kansas has developed a project management methodology. State policy includes specific reporting requirements for information technology (IT) projects. The project management methodology as well as the reporting requirements can be found on the Kansas Government Website at <http://da.ks.gov/kito/>. The Contractor is encouraged to use the Kansas methodology or similar methods to manage Kansas data projects.

4.3.2 Provision of Subject Matter Expertise

Bidders shall provide Subject Matter Expertise (SME) in support of the contract activities identified throughout this RFP. Bidders shall specifically be required to identify SMEs in the following areas:

1. Privacy and Security
2. EHR Product strengths and weaknesses
3. HIE knowledge
4. Overall federal laws and regulations regarding Health Information Technology
5. Federal Medicaid and Medicare HIT laws and regulations

4.3.3 Data analysis

Bidders shall provide dedicated data analysis in support of all aspects of the SMHP, including the EHRIP implementation plan, and the associated IAPD development. This support shall include the specific identification of individuals and the hours committed to this project. This support shall include, at a minimum, the following areas:

1. Data analysis capacity including the ability to receive and manipulate large data files from KHPA;
2. Expertise in analysis of Medicaid claims data;
3. Experience in data matching and validation; and,
4. Experience in statistical analysis.

4.3.4 EHR vendor relations management

Bidders shall support KHPA for the duration of the contract by providing a single point-of-contact for EHR Vendors. This duty shall encompass all aspects of communication between KHPA and EHR Vendors for the duration of the contract.

4.4 Deliverables

Bidders shall provide all deliverables listed in this section. In every instance bidders shall incorporate all required elements as listed throughout this RFP and in the attached and referenced documents. Bidders shall incorporate all additional or amended guidance that is available from either the federal government or the State of Kansas into the deliverables as appropriate. The due dates identified in section 4.5.2 apply.

In general the state shall require ten working days for deliverable review. However, subject to state approval, expedited review on a case by case basis may be approved on a case by case basis.

1. Project Plan
2. Communication Plan
3. Draft SMHP
 - a. Draft Comprehensive Environmental Scan (Technical documentation of state, regional, and local HIT systems)
 - b. Draft Privacy and Security technical and legal documentation

- c. Draft Vision
- d. Draft EHRIP implementation plan
- 4. Draft IAPD
- 5. Final SMHP
 - a. Final Comprehensive Environmental Scan (Technical documentation of state, regional, and local HIT systems)
 - b. Final Privacy and Security technical and legal documentation
- a. Final EHRIP implementation plan
- b. Final Vision
- 6. Final IAPD
- 7. Project Management Reporting
 - a. Bi-weekly written status reports throughout the term of the contract
 - b. MSPProject updated weekly
 - c. Weekly meetings with the KHPA SMHP Point-of-Contact
 - d. Regular meetings as necessary with the KHPA SMHP Steering Committee
 - e. Regular meetings as necessary with external stakeholders

4.5 **Timeline**

4.5.1 For the Selection process (as a guide to respondents)

<u>RFP Activity Description</u>	<u>Date</u>
RFP Release	November 5, 2010
Bidder questions due	November 15, 2010
KHPA response to bidder questions posted	November 18, 2010
Bidder RFP responses due (Noon CST)	December 1, 2010
Bidder Interviews	December 7, 2010 – December 9, 2010
Contract signed and work begins	January 5, 2010

4.5.2 For the completion of the contract deliverables

<u>RFP Activity Description</u>	<u>Date</u>
Comprehensive Project Plan	January 14, 2010
Communication Plan	January 14, 2010
Draft SMHP	March 11, 2011
Draft Comprehensive Environmental Scan (Technical Documentation of	

State, regional and local HIT systems)	March 11, 2011
Draft Privacy and Security Technical and Legal Documentation	March 11, 2011
Draft Vision	March 11, 2011
Draft EHRIP Implementation Plan	March 11, 2011*
Draft IAPD	March 11, 2011
Final SMHP	March 11, 2011
Final Comprehensive Environmental Scan (Technical Documentation of State, regional and local HIT systems)	April 1, 2011
Final Privacy and Security Technical and Legal Documentation	March 25, 2011
Final Vision	March 25, 2011
Final EHRIP Implementation Plan	March 25, 2011*
Final IAPD	March 25, 2011
Project Management Reporting	Varies (weekly, bi-weekly, and as necessary)

*Based on information only partially available to the state at the time of the release of this RFP, there may be an opportunity to produce the EHRIP Implementation Plan along an accelerated timeline. To the extent that there is an accelerated timeline available to the state for production of the EHRIP Implementation Plan that would allow for incentive payments to be made to providers earlier in calendar year 2011, KHPA would be interested in pursuing that opportunity. Therefore, KHPA, in consultation with the bidder, may choose to pursue production of the EHRIP Implementation Plan along an accelerated timeline should federal guidance allow for this option. Should KHPA, in consultation with the bidder, choose to pursue an accelerated timeline for production of the EHRIP Implementation Plan some deliverables and meeting dates may need to be adjusted accordingly.

4.6 KITA Compliance

All information technology initiatives and acquisitions will comply with the Kansas Information Technology Architecture.

Preferred compliance with the KITA is assured when: (A) an item is selected for purchase from a state contract listed in the KITA under the heading of "Target Architecture"; (B) an item is included in a general category listed under the heading "Target Architecture" in the KITA; (C) when the item conforms to a technical standard listed under the headings "Target Architecture" in the KITA.

Compliance with the KITA is assured when: (A) an item is selected for purchase from a state contract listed in the KITA; (B) an item is included in a general category listed under the heading "Current Standard" or "Emerging Standard" in the KITA; (C) when the item conforms to a technical standard listed under the headings "Current Standard" or "Emerging Standard" in the KITA.

Compliance with the KITA is problematic when an item conforms to a technical standard or is included in a general category under the heading "Twilight Standard" in the KITA. Agencies should be prepared to provide justification for new acquisitions or initiatives that are proposed under this heading.

Vendors shall identify any products in their proposal which would be considered "problematic" under the above.

See: <http://www.da.ks.gov/itec/KITAMain.htm> for a copy of the current KITA version and more information about it.

4.6.1 Date Data Standards

The contractor warrants fault-free performance in the processing of date and date-related data (including, but not limited to, calculating, comparing, and sequencing) by all goods and services delivered. Fault-free performance includes, but is not limited to, the manipulation of data with correct results when using dates prior to, through, and beyond January 1, 2000, and shall be transparent to the user.

Hardware and software products, individually and in combination, shall provide the correct system date and correct calculations which utilize or refer to the date data, without human intervention, including leap year calculations. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward across the year 2000.

4.6.2 ADA Compliance

All web-based information & services provided on Inter/Intra/Extranet sites by or on behalf of Kansas State Government entities (as defined in Section 3.0 of ITEC Policy 1210) shall be accessible and usable in accordance with federal and state law.

All web applications & web based services provided by entities covered under this Policy must, at a minimum, comply with the W3C Web Accessibility Initiative, Web Content Accessibility Guidelines 1.0 (<http://www.w3.org/TR/WCAG10>) Priority 1 and 2 Checkpoints; and Federal Section 508 Guidelines, Subpart B - 1194.22 Web-based intranet and internet information and applications. (<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12#Web>)

Therefore, vendors submitting proposals under this request shall document:

- a. How they will use accessibility and validation/compliance tools as part of developing any state web content and services as a result of this request (examples of appropriate tools are available on the WAS website).
- b. How they will test any developed state web content and services with various adaptive technologies (examples of appropriate testing are available on the WAS website).
- c. Their web implementer's skills, experience and knowledge of how to apply WAI and Federal Section 508 Guidelines (a list of recommended skills and knowledge for web implementers is available on the WAS website).
- d. How their work will ensure web sites and web applications will be developed to be platform independent where feasible. If the vendor proposes to deliver web content or services that will have platform dependencies, vendors shall describe how they will implement procedures and processes to evaluate the technical needs of their user audience and the proposed target platforms and how they will adjust development practices as needed.

4.6.3 GIS Support – Geographic Information Systems Compliance (GIS)

All databases created in this work shall be compliant with existing GIS development standards and enterprise infrastructure to optimize spatial functionality and encoding for address data elements. The Kansas enterprise Geographic Information System (GIS) is based on Environmental Systems Research Institute (ESRI) technology. Kansas supports both internal and external web map service environments and server-side web map development is an emerging trend in GIS development standards, along with higher utilization of centralized spatial database engine (SDE) and implementation of comprehensive geocoding and address standardization. The Kansas GIS infrastructure includes central file servers, central Oracle SDE spatial databases, concurrent desktop licenses for ArcGIS and extension products, along with GPS field data collection and data management tools for spatial databases. Kansas supports and

implements the GIS Addressing Standard established by the Kansas GIS Policy Board. A copy of this standard is accessible from the Kansas GIS website link at: http://www.da.ks.gov/itec/documents/addressing_standard.pdf .

4.6.4 During the term of this Agreement, either the State Project Director or Contractor's project manager, provided an authorized State employee sponsors such change, may propose to modify the scope of the Deliverables or Services provided for in this Agreement. In such cases, the party requesting the change shall forward to the other party a written Change Control Request pursuant to the protocol set forth in the attached Change Control Process. The payment structure for a Change Control Request may be either fixed fee/fixed scope or time and materials based as the State may deem to be in its best interests. Should a Change Control Request require preliminary analysis, costs for such analysis shall be borne by Contractor except in the instance of an extraordinary request, which such cost shall be agreed upon by the parties. Exhibit B – Change Control Process is proposed as the process (with forms) to be followed in carrying out the requirements of this RFP.

4.7 State Resources to be Provided

The State agrees to provide the following resources to the bidder in support of the contract:

1. Identification of KHPA SMHP RFP and Contract Point-of-Contact for Vendors
2. Provider Survey results
3. Complete listing of state, regional, and local organizations and entities to be included in the required Comprehensive Environmental Scan along with brief descriptions of their relationship to state-level HIT including KHPA, KDHE, and KFMC systems
4. Organizational diagram showing KHPA, KDHE, and KFMC project responsibilities and assigned leads
5. Membership of the KHPA SMHP Steering Committee
6. Single points of contact with KDHE and KFMC
7. Weekly project management meetings with the Vendor

4.8 Dispute Resolution

Notwithstanding the authority of the Director of the Division of Purchases (reference Section 3, paragraphs 5 and 6), any dispute arising under the contract which is not disposed of by agreement between the State and the Contractor will be decided by the KHPA Director of Medicaid Operations, who will commit his or her decision to writing and will serve a copy to the

Contractor. The decision of the KHPA Director of Medicaid Operations shall be final and conclusive.

Pending final determination of any dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the direction of the KHPA Director of Medicaid Operations.

4.9 Cost Sheet

The Cost Sheet attached hereto is to be completed and submitted separately from the technical proposal. Both documents must be identified as being in response to this RFP.

4.10 Subject to Open Records Act

Audits and all other materials generated by or under the contract, unless clearly marked by the Contractor as proprietary, will be subject to disclosure and disclosed, under the Kansas Open Records Act.

4.11 Other Terms and Conditions; Attachments and Exhibits

The scope of work, deliverables and other provisions as applicable found in Attachment:

A – CONTRACTUAL PROVISIONS ATTACHMENT; attached hereto; and, Atch 1 – KS HIT P-APD for SMHP; Atch 2 - Final Rule Cover Page; Atch 2.0 - 42 CFR Parts 412, 413, 422 et al. Medicare and Medicaid Programs, Electronic Health Record Incentive Program, Final Rule; Atch 2.1 - 45 CFR Part 170 Health Information Technology: Initial Set of Standards, Implementation Specifications, and Certification Criteria for Electronic Health Record Technology, Final Rule; Atch 2.2 – SMD 10016; Atch 3 – SMHP Template_ 042710; Atch 4 – Health Professionals Workforce Schematic Draft; Atch 5 – List of total Number of Eligible Professionals by Provider Type; Atch 5.1 – Proposed Minimum Data Set; Atch 6 – MITA State Self Assessment; and Atch 7 – Environmental Scan List 2010-07-12; available as attachments to this RFP are hereby incorporated in this contract and made a part hereof.

Exhibit 1 – SMD090109; Exhibit 1.1 – SMD090109Att1; Exhibit 1.2 – SMD090109Att2; Exhibit 1.3 – SMD090109Att3; Exhibit 1.4 – SMD090109Att4; Exhibit 1.5 – SMD090109Att5; Exhibit 1.6 – SMD090109Att6; Exhibit 2.0 – Final Survey Instrument Hospitals; Exhibit 2.1 – Final Survey Instrument Provider Practice; Exhibit 2.2 – Final Survey Instrument Nursing

Homes; Exhibit 2.3 – Final Survey Instrument Other Providers; and, Exhibit 3 – Kansas HIE SOP Format Draft 2010 07-15 are provided for informational purposes only. These documents are not incorporated in this contract and are not made a part hereof. The remaining terms and conditions of this Request for Proposal shall remain unchanged.

***Please see the following link for Attachments and Exhibits referred to in this RFP:

<http://da.ks.gov/purch/adds/EVT0000263-Attachments.zip>

COST SHEET

Contractor Name: _____

Vendors shall submit proposed costs for the development, implementation, and ongoing operation and maintenance of the Enhanced PA System for the three years of the base contract plus the two optional years as indicated.

1. Fixed Costs Final and Full.

- a. All reasonable and necessary equipment, labor, software, and services to make this Project timely operational shall be included in the proposal and included in the fixed costs. The Contractor is responsible for all additional costs not included in the proposal and required to satisfactorily complete the scope of services requested and the State’s requirements.
- b. This Request is for a firm fixed price contract with payment(s) made only for defined and accepted deliverables.
- c. Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity, and cash discounts.
- d. Any price reductions available during the contract period shall be offered to the State of Kansas.
- e. Failure to provide available price reductions may result in termination of the contract.
- f. The State will not award or contract for any arrangement that uses estimates, "time and materials," or payments based on "progress" or elapsed time.
- g. The exact payment per deliverable will be determined during negotiations.

2. Vendors shall submit their proposed timeline and cost for the development of each segment as listed below:

Cost

Project Management Including:

- Comprehensive Project Plan
- Comprehensive Communication Plan
- Written status reports throughout the term of the Contract
- Weekly meetings with KHPA Point-of-Contact
- Regular meetings as necessary with the KHPA SMHP
- Steering Committee
- Regular meetings as necessary with external stakeholders
- Vision Stakeholder Meetings
- Environmental Scan Stakeholder Meetings
- EHRIP Implementation Plan Provider Meetings
- Data Analysis

Subtotal \$ _____

**Cost Sheet
(Page 2 of 3)**

Vendor Name: _____

Deliverables

SMHP Draft including:

Vision Draft

Privacy and Security Technical and Legal
Documentation Draft

Comprehensive Environmental Scan (Technical
Documentation of State, Regional and local
HIT systems) Draft

SMHP Draft \$ _____

EHRIP Implementation Plan Draft \$ _____

IAPD Draft \$ _____

SMHP Final including:

Privacy and Security Technical and Legal
Documentation Final

Comprehensive Environmental Scan (Technical
Documentation of State, Regional and local
HIT systems) Final

SMHP Final \$ _____

EHRIP Implementation Plan Final \$ _____

IAPD Final \$ _____

Subtotal \$ _____

Optional Response Items (List items as necessary)

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Subtotal \$ _____

Grand Total \$ _____

Cost Sheet
(Page 3 of 3)

Vendor Name: _____

Payment for these services will be made on a monthly basis per the timeline presented with this cost proposal with a ten percent (10%) holdback until the Final Reports have been accepted by the State. Contractor shall bill monthly for these costs. It is anticipated that all work in this section will be completed during the first year of the contract.

Signature: _____

Printed Name: _____

Date: _____

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.