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A. GENERAL PROVISIONS

The following provisions shall apply where and as applicable to this Solicitation.

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2.** "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.
- A.1.3.** "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.
- A.1.4.** "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.
- A.1.5.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- A.1.6.** "COTS" means software that is commercial off the shelf.
- A.1.7.** "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.
- A.1.8.** "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.
- A.1.9.** "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.
- A.1.10.** "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
- A.1.11.** "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.13.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.14.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.
- A.1.15.** "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.
- A.1.16.** "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.
- A.1.17.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.
- A.1.18.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.

- A.1.19.** "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Bid to this Solicitation:

- A.2.1.** The Bidder certifies that the Bidder and its principals or participants:
- A.2.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
 - A.2.1.2.** Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.2.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and
 - A.2.1.4.** Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.
- A.2.2.** Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

A.3. Bid Public Opening

Sealed Bids may be opened upon public request at the time and date specified herein as the Closing Date and Time.

A.4. Late Bid

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

A.5. Legal Contract

By submitting a Bid to this Solicitation:

- A.5.1.** Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.
- A.5.2.** The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.
- A.5.3.** Any Contract Document related to this Solicitation shall be legibly written or typed.
- A.5.4.** All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.6. Pricing

- A.6.1.** Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.

- A.6.2.** Bidders guarantee unit prices to be correct.
- A.6.3.** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.
- A.6.4.** All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

A.7. Firm Fixed Price

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

A.8. Pricing Requirements

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

A.9. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in this Solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). However, if a Bid is based on equivalent products, indicate on the Bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their Bid. Reference to literature submitted with a previous Bid shall not satisfy this provision. The Bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.10. Rejection of Offer

The State, in consultation with J.D. McCarty Center (JDMC), reserve the right to reject any Bids that do not comply with the requirements and specifications of this Solicitation. A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of this Solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids are listed in OAC 580:15-4-11

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of non-responsiveness of the Bid due to lack of compliance with the terms and conditions of negotiation or this Solicitation.

A.11. Award of Contract

- A.11.1.** The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items, or may award the contract on an all or none basis, whichever is deemed to be in the best interest of the State of Oklahoma.
- A.11.2.** Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.
- A.11.3.** In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.
- A.11.4.** It is the preference of the State to award to a single Bidder. However, the State reserves the right to award to multiple Bidders when it has been determined to be in the best interest of the State.

A.12. Contract Modification

- A.12.1.** The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.
- A.12.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not

specifically authorized by OMES - ISD in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Amendment, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

A.13. Delivery, Inspection and Acceptance

- A.13.1.** All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.
- A.13.2.** Supplier shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

A.14. Invoicing and Payment

- A.14.1.** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.
- A.14.2.** State Acquisitions are exempt from sales taxes and federal excise taxes.

A.15. Audit and Records Clause

- A.15.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.
- A.15.2.** The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.16. Non-Appropriation Clause

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

A.17. Choice of Law and Venue

- A.17.1.** Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.

A.17.2. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Cleveland County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

A.18. Termination for Cause

A.18.1. The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.

A.18.2. The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.

A.18.3. If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.19. Termination for Convenience

A.19.1. The State, in consultation with JDMC, may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer, in coordination with JDMC, determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.

A.19.2. If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.20. Insurance

The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and
- e) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.21. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal Entity and, accordingly, shall

not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a Bid to this Solicitation, the Bidder certifies that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.23. Compliance with Applicable Laws

A.23.1. In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) If the payments pursuant to the Contract are expected to exceed \$100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;
- e) For Persons entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
- g) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

A.23.2. The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.23.3. The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

A.24. Gratuities

The rights of Supplier under the terms of this Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or Interlocal Entity employee directly involved in this Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

A.25. Preclusion from Resulting Contracts

Any Bidder that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this Solicitation, either directly or indirectly, is precluded from being awarded the Contract and from securing a sub-contractor that has provided such services.

A.26. Mutual Responsibilities

The State and Supplier agree that:

- A.26.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.26.2.** This is a non-exclusive Contract and each party is free to enter into similar agreements with others.
- A.26.3.** Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.
- A.26.4.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.27. Background Checks and Verifications

At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Supplier and any subcontractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State, State Entity or Interlocal Entity.

A.28. Confidentiality

- A.28.1.** The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- A.28.2.** No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO, in consultation with JDMC, or in compliance with a valid court order. The Supplier shall immediately forward to the State, the State CIO, and JDMC Director any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

A.29. Unauthorized Obligations

At no time during the performance of this Contract shall the Supplier have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the products, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

A.30. Electronic and Information Technology Accessibility

Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe

such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

A.31. Patents and Copyrights

- A.31.1.** Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.
- A.31.2.** If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.
- A.31.3.** If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.
- A.31.4.** Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

A.32. Assignment

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.33. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.34. Paragraph Headings

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

A.35. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a

breach of any other provision in a Contract Document.

A.36. Conflict of Interest

- A.36.1.** Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.
- A.36.2.** In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

A.37. Limitation of Liability

To the extent any limitation of liability in any Contract Document is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void.

A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- A.38.1.** In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.
- A.38.2.** Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

A.39. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

A.40. Failure to Provide

The Supplier's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, in consultation with JDMC, shall constitute a material breach of the Supplier's obligations, which may result in partial or whole cancellation of the Contract.

A.41. Agency Policies

The Supplier's employees and/or sub-contractors must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

A.42. Compliance with Technology Policies

The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.43. High Technology System Performance and Upgrades

- A.43.1.** If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.
- A.43.2.** Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

A.44. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this Contract at any time to allow for technologies not identified in this Contract. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue an Amendment to this Contract.

A.45. Ownership Rights

- A.45.1.** Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.2.** Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.
- A.45.3.** In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.4.** Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and

deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

A.45.5. If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

A.45.6. It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier's Utilities, the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

A.45.7. Except for any Utilities, all work performed by the Supplier of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of State of Oklahoma.

A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a State Entity, the Supplier shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- a) A bona fide material default of the obligations of the Supplier under the agreement with the agency;
- b) An assignment by the Supplier for the benefit of its creditors;
- c) A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- g) The ceasing of a Supplier of maintenance and support of the software; or
- h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

A.47. Right to Renegotiate

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

A.48. Used or New Products

Bidder shall offer new items of current design unless this Solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

A.49. Publicity

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

A.50. Mandatory and Non-Mandatory Terms

A.50.1. Whenever the terms “shall”, “must”, “will”, or “is required” are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.

A.50.2. Whenever the terms “can”, “may”, or “should” are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

A.51. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco or vaping product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

A.52. OMES - ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES - ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES - ISD to acquire necessary hardware and software, and directs OMES - ISD to authorize the use of these assets by other State agencies. OMES - ISD, as the owner of information technology assets on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign ownership, if warranted and upon written notification to the Supplier.

A.53. Acceptance of Solicitation Content

Unless otherwise provided in Section One of the Bidder's response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation. Upon award of any contract to the successful Bidder, the contents of this Solicitation, as may be amended by the Bid, shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

A.54. Special Provisions

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions

B. SPECIAL PROVISIONS

B.1. Contract Term, Renewal and Extension Option

- B.1.1.** The initial contract period shall begin on the effective date and shall extend through One (1) Year (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be four (4) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.3.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.1.4.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.
- B.1.5.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.1.6.** In the alternative, the State CIO, in consultation with JDMC, reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.2. Obligations of Permitted Subcontractor

- B.2.1.** If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- B.2.2.** All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.3. Warrants

Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall

individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. Defects in products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the State if such defect occurs during the warranty period.

The Supplier warrants that product(s) furnished pursuant to the resulting contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including but not limited to calculating, comparing, and sequencing) transitions, including leap-year and daylight savings time calculations.

B.4. Commercial Off-The-Shelf (Cots) Software

In the event that Supplier specifies terms and conditions or clauses in an electronic license agreement notice that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

B.5. Ownership

JDMC shall have all ownership rights in software or modifications thereof and associated documentation designed, developed, or installed.

- B.5.1.** It is understood and agreed that any software is being developed by Supplier for the sole and exclusive use of JDMC. Except with regard to any Supplier Technology, JDMC shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright, patent, trade secret, and other proprietary rights relating to the Deliverables.
- B.5.2.** All software developed by Supplier, any supporting documentation therefore and Deliverables shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and shall be owned by and for the benefit of the State of Oklahoma. In accordance with 62 O.S. § 41.5u, State Agency Acquisition of Customized Computer Software, "No state agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes (O.S), nor the Purchasing Division of the Office of Management and Enterprise Services, unless otherwise provided by federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the state, unless the vendor agrees to provide to the agency or the state the source code for the software and/or modifications."
- B.5.3.** All right, title and interest in and to all source data, information, and materials furnished to JDMC, together with all Deliverables, plans, system analysis and design specifications and drawings, completed software, programs and documentation thereof, reports and listing, all data and test procedures, and all other items pertaining to the work and services to be performed pursuant to this Contract, including but not limited to any copyright, shall become the property of JDMC. Such ownership does not extend to Supplier technology. This Section shall not be construed to alter or diminish ownership rights provided under federal or State law or regulations.
- B.5.4.** If it is determined that any of such software, supporting documentation or Deliverable does not qualify as "Work Made for Hire," Supplier shall and hereby does assign to JDMC for no additional consideration, all right, title, and interest that it may possess in such software, documentation, and Deliverable, including, but not limited to, all copyright, patent, trade secret, and other proprietary rights relating thereto. Upon request, Supplier shall take such steps as are necessary to enable JDMC to record such assignment at Supplier's own cost and expense.
- B.5.5.** Supplier shall sign, upon request, any documents needed to confirm that the software or any portion thereof is "Work Made for Hire," and to effectuate the assignment of its rights to JDMC.

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

J.D. McCarty Center for Children with Developmental Disabilities (JDMC) is seeking proposals for an electronic health record that will:

- Serve the unique needs of individuals with developmental disabilities
- Is federally certified as meeting federal meaningful use standards or are seeking federal certification
- Has been successfully implemented in other organizations serving individuals with developmental disabilities
- Can be accessed by employees, individuals and families receiving services, and other healthcare providers.

The successful Bidder will be responsible for software customization, data conversion, maintenance, and JDMC staff training in the use, administration, and maintenance of the EHR.

C.2. Background

J.D. McCarty Center for Children with Developmental Disabilities is a State of Oklahoma agency responsible for providing services to children with developmental disabilities.

JDMC is licensed as a specialized pediatric rehabilitation hospital and delivers services to inpatients, outpatients, school districts, and also provides respite services. Services are provided through the use of 1:1 therapy, group therapy, clinics and teletherapy. JDMC is very unique and does not really fit into a total rehabilitation or acute care service model.

JDMC is located on an 80 acre campus. There is a main facility where the screenings, clinic services, outpatient and inpatient rehab therapies are provided. JDMC is licensed for 36 inpatient beds. There are six (6) hospital units which have up to six inpatients assigned to them. An RN is assigned to each hospital unit 24 hours/day. Each hospital was designed to look like a house with a common living area, large dining room and each unit has two (2) semi-private and two (2) private rooms available for patient assignment with a restroom off of the bedroom. The hospital units are located within walking/wheelchair distance from the main building where therapy is provided. There is also a separate school/recreational building located between the hospital units. There is a lot of outside travel between buildings.

JDMC contracts with Norman Public Schools to have full-time special education provided on the hospital campus in a designated school/recreational building located on its campus. Special education teachers are provided and employed by Norman Public Schools. Patients attend school M-F 9-3 if not attending therapy.

Therapeutic services include: physical therapy, occupational therapy, speech-language therapy, alternative/augmentative communication, psychological services, nutrition therapy and counseling, feeding and swallowing disorders, neuromuscular electrical stimulation therapy, therapeutic listening, aquatic therapy, sensory integration, independent living training and family training. The following clinics are provided at various intervals: equipment, orthopedic, vision, neurology/behavior, physiatry, gastrointestinal and otolaryngology.

JDMC offers free therapeutic screenings for children who have a diagnosis of a developmental disability or for parents who have concerns about their child's development. A screening is required before an inpatient admission to JDMC.

Inpatient evaluation: A team consisting of a pediatrician, a physical therapist, occupational therapist, speech-language pathologist, a dietitian, nurses, direct care specialists, a psychology clinician and social worker along with any consulting physician evaluates the current functional level of the children through the use of many modalities and standardized testing. A treatment plan is developed and implemented and the team teaches treatment techniques to the family and/or school and assists in coordinating the child's care once discharged. Independent living can be one component of an inpatient evaluation and training stay.

Respite care is provided to families for 7 days one time per year. While in respite care children are under the care of a physician, provided nursing services, assigned to direct care specialists and recreational activities are provided. Children in respite care do not receive therapy or attend school during respite care.

JDMC also contracts with school districts throughout Oklahoma to provide related services. Services are provided directly and through the use of teletherapy.

Outpatient therapy is provided M-F 7:30 am-5:30 pm. There were over 11,000 units of outpatient therapy provided in FY'15.

JDMC does not use a third party billing agency. JDMC does its own billing. Personnel checks eligibility, obtains prior authorizations, processes the billing, prints and mails patient statements, and posts all payments to accounts.

JDMC has extensive investment in stakeholder groups comprised of patients, families, advocates, state and local human service agencies, healthcare providers and the business community. It is overseen by a host of federal and state oversight agencies.

As a direct care provider, JDMC performs a major role within Oklahoma's service system.

C.3. Current Environment

Currently, record keeping is primarily a paper-intensive, manual effort. Standardized throughout JDMC programs are the following software application and tools.

- JDMC Billing System (McKesson) generates paper claims to be submitted to appropriate payor. McKesson tracks patient account status and allows for the posting of charges, payments, adjustments, and information related to those claims. McKesson also generates related patient statistics and reports. The reports generated by McKesson are used for both required external submission and internal tracking.
- JDMC Health Record Environment is paper based with limited digitized files. The JDMC health record contains documentation relating to each episode of care for the patient. Each individual chart is organized into the following categories: demographics, discharge summaries, admission records, nursing notes, DCS notes, physician notes, physician orders, therapy notes, staffing notes, medication delivery, consents, outpatient encounters, labs, consults, imaging, intake screening and miscellaneous records.

In addition to the above referenced applications, JDMC's technical infrastructure consists of a variety of operating systems, databases and application that use multiple interfaces.

- Architecture
 - Systems: Intel-based, Linux (Slackware), Dell Power Edge Servers, IBM ISeries
 - *Currently no Microsoft Server applications (AD, Exchange, etc.)*
 - Network: Internal network and external DMZ zones with 20mpbs up/down internet access
 - Backups: Disk based NAS, Tape on AS-400
- Products: JDMC has a broad range of products, some of which include the following:
 - McKesson Medical Billing (new EHR will supersede this solution)
 - MySQL databases
 - Apache web servers
 - Sendmail/Dovecot
 - SAMBA file server
 - Symantec Endpoint Protection
 - MS Office 2010 Professional

C.4. Solution Scope

This project involves the Bidder's implementation of a Commercial-Off-The-Shelf (COTS) solution for an electronic health record system for J.D. McCarty Center for Children with Developmental Disabilities. This RFP is soliciting Bidders to address the automation needs of JDMC. The EHR System and Vendor should be able to support current and future interoperability between JDMC and other entities and their electronic health records systems.

Bidder's responses to this RFP will describe a proposed EHR solution to address the functional areas noted below:

- An EHR System that encompasses all aspects of patient care and services coordination to include scheduling, registration and financial billing
- An EHR system that encompasses all financial management components of the hospital and provides compatibility with the Oklahoma Health Care Authority billing website

- An EHR system that utilizes both ICD-9 and ICD-10 codes and is in compliance with Center for Medicare and Medicaid Services (CMS) standards
- Data conversion of existing structured and unstructured data files for current service recipients and all necessary data storage to support the EHR
- Development and Implementation of a work plan/ implementation plan with input from JDMC that ensures successful transition from the current paper charts/records to an EHR System within the timeframe specified this RFP
- Training applicable to all users to support successful implementation of the EHR
- The successful Bidder's solution must also recognize current and future local, state, and federal mandates, and accommodate implications of managed care that are universal and comply with federal meaningful use standards. These changes and any costs associated with such changes shall be addressed through a change order.

C.4.1. Data Migration and Integration from Existing Systems

The proposed solution must migrate all current data and allow JDMC to receive data from systems that are existing at the time of implementation. The Bidder must ensure that the EHR can communicate within JDMC and outside entities.

Bidder is expected to migrate existing data from JDMC medical billing system. Current data consists of standardized database on IBM iSeries.

In addition to structured data referenced above, the successful Bidder will also be responsible for the data conversion of unstructured information contained in various forms and scanned materials that currently make up an individual's record in JDMC's application. The EHR must provide the ability for users to attach images of other forms to a client's record.

Each vendor will be expected to consolidate data tables as is feasible for their solution. These data tables are provided in Section I as Attachment 2.

C.4.2. Assessments

The EHR is expected to maintain assessment data, including information entered in narrative form and scanned documents. Information maintained should document an individual's needs, document services offered and utilized, and document an individual's progress in achieving goals that are clearly linked to their individualized treatment plan.

Service recipients must be assessed based on the individual's needs or condition and at intervals and frequencies specified by both state and federal entities. The EHR must have the capability to integrate current JDMC forms and provide JDMC the ability to customize forms on an as needed basis. A set of assessment tools that maintains similar data elements and complies with required assessment functionality is below. This list includes but is not limited to the following:

- The individual's medical conditions
- The level of impact these conditions have on the individual's independent functioning
- All current medications used by the individual and the individual's response to any prescribed medications
- Assessment of the patient's nutritional status and gastrointestinal function
- Motor and sensorimotor development, such as ambulation, positioning, transfer skills, gross motor dexterity, visual motor perception, fine motor dexterity, eye-hand coordination, and extent to which prosthetic, orthotic, corrective or mechanical supportive devices can improve the individual's functional capacity
- Speech and language (communication) development, such as expressive language (verbal and nonverbal), receptive language (verbal and nonverbal), extent to which non-oral communication systems can improve the individual's ability to function, auditory functioning, swallowing function, ear nose and throat functional assessments, and extent to which amplification devices (for example, hearing aid) or a program of amplification can improve the individual's functioning
- Social development, such as interpersonal skills, recreation-leisure skills, and relationships with others
- Academic/educational development, including functional learning skills

- Self-help and activities of daily living such as toileting, dressing, grooming, and eating
- Independent living skills such as meal preparation, budgeting and personal finances, ability to seek medical treatment as appropriate, ability to respond in an emergency, ability to maintain safety, mobility skills (orientation to the neighborhood, town, city), laundry, housekeeping, shopping, bed making, care of clothing, and ability to navigate the environment
- Vocational development, including present vocational skills
- Affective development such as skills involved with expressing and managing emotions, making reasonable judgments, and healthy decision making
- The presence of identifiable patient specific and individualized maladaptive or inappropriate behaviors of the individual based on systematic observation to include the ability to track behavior and changes in behavior for each patient throughout treatment
- Assessment for adaptive equipment needs
- Assessment for seizure activity and tardive dyskinesia
- Vision and dental assessments
- Assessment of child and family social environment

C.4.3. Service Monitoring and Recording

The proposed solution should offer a comprehensive system of tracking planned and delivered services. Aggregated data regarding these services must permit:

- Generating reports that capture the types and categories of services provided on a given day and the duration in which services were utilized, to include inpatient services, outpatient services, respite services, and contractual services with local school districts
- Identifying services-by-day for each individual, including staff assigned to provide the service, the amount of time the individual was involved in the service, and the amount of time staff spent providing the service
- Tracking of consents, including consent for treatment and intervention, and rights acknowledgement
- Identifying a treatment team as well as the list of participants who received services by day
- Means of assuring that appropriate services are provided based on the individual treatment plan
- Means of identifying utilization or underutilization of services

C.4.4. Patient Healthcare Portal

The development of a patient healthcare portal is a desired element of JDMC's transformation of services through the implementation of an EHR. A self-directed Portal is envisioned as a component of the EHR allowing individuals, their families and/or advocates to view available information regarding the individual and their services. The portal should also provide individuals and their families and/or advocates, a means to communicate their satisfaction with particular services and their perspective regarding the service and how receipt of the service contributes to their quality of life or desired outcomes. The portal provides a means to document individual involvement or utilization of services offered based on the individual treatment plan. Information gathered from and maintained in the portal will be used to track personal outcomes as well as quality of services.

C.4.5. Quality Assurance Activities

This function will allow JDMC to continuously monitor the quality of services provided based on a patient's individual treatment plan. Activities monitored could include the individual's response to the intervention, their satisfaction with the service, agency and program compliance with State and Federal laws and regulations governing services, and JDMC management directives, policies and procedures. It is expected that the Bidder's solution will offer quality metrics, data manipulation and analytics, and robust reporting capability.

Bidders are requested to document how the functionality within Bidder's proposed solution would be used to track the effectiveness of services through indicators and the extent to which this will integrate with the portal.

C.4.6. Financial Tracking and Billing

The proposed software should be able to integrate financial assessment data with service data to establish on-line accounts that will provide the capability for processing bills and payments. The system must provide a secure environment that is capable of posting and displaying, in real-time, an individual's account records as well as generating and displaying a variety of transactions and reports both on screen and in hard-copy format. Examples include, but are not limited to, the following: accounts receivable ledgers, aging-account reports, uncollectible and bad-debt write-off transactions, payment data, balances outstanding as of the end of the billing cycle, and credit balance reporting.

As part of a financial module, the software should be able to bill for services. The software or proposed solution functionality must include the ability to:

- Generate electronic bills in a HIPAA-acceptable format to payors
- Generate, in a format acceptable to payors, hardcopy bills that can be submitted to payors that will not accept electronic format
- Allow for correction of billing data rejected by a payor upon initial submission, and the subsequent resubmission of the bill for full or adjusted payment
- Maintain complete account receivable ledgers, reflecting payments made and balances outstanding as of the end of the billing period
- Maintain an accounts receivable "aging" feature that displays account balances outstanding for 60 days, 90 days, 120 days, and more than 120 days; enable the write-off uncollectible accounts and bad debts, as appropriate, and produce individual and summary reports on screen and in hard copy
- Include the ability to produce full-cost bills for submission to primary and secondary third party payors, including health insurance and managed care providers. The system must ensure that the billing sent to a secondary provider is not sent until the bill sent to the primary provider has been settled
- The bill to secondary insurers should indicate whether the primary insurer has paid maximum benefit for its coverage
- Generate third party bills which display the full cost on the bill and the full cost and anticipated payment amounts on the accounts receivable record. The system should provide both manual and automatic write off capabilities of unpaid balances upon receipt of the correct anticipated payment amount. The system should hold open any accounts with discrepancies until such discrepancies are resolved
- Ensure that necessary documentation is linked to the services billed

C.4.7. Analytical and Reporting Requirements

Ensuring appropriate and timely service requires comprehensive standardized reports and support for user creation of Ad Hoc reports. The Bidder's solutions should reflect this requirement. Reports will generally be used for quality assurance, tracking utilization, and tracking of all services including the efficiency of such services.

C.4.8. Federally Certified Medical Electronic Health Record

Primary care medical services are key components of an individual's treatment plan and functionality required by JDMC. The winning Bidder's EHR must comply with Federal meaningful use standards. The winning Bidder must maintain compliance, at no additional cost to the State, with meaningful use standards.

C.4.9. HIPAA Security and Confidentiality

The proposed solution is required to comply with Federal HIPAA privacy and security standards. The successful Bidder should expect to be able to certify such compliance with its solution.

The contract with the successful Bidder will include provisions for notification of JDMC within two hours of any suspected breach of security involving an individual's personal or health information.

The successful Bidder must agree to, and sign, JDMC HIPAA Business Association Agreement, located in Section I as Attachment 3.

C.4.10. System Performance

JDMC anticipates as many as 100 concurrent users of the fully implemented solution. JDMC further expects the system to be performant; given the variance in system design and architecture possibilities, JDMC will establish measurable performance goals that reflect optimal performance related to the JDMC business model.

C.5. System Interoperability Requirements

The proposed solution must interface with various systems as identified by Federal Meaningful Use Standards and other systems to include:

- The EHR must exchange healthcare data with primary health care providers to ensure that JDMC staff can access up-to-date health care data from external providers for all clients served by the EHR. Additionally, the EHR must make primary health care data available to authorize external health care providers serving JDMC clients. The interface with primary health care is expected to be compatible with the Oklahoma State Health Department Hospital Inpatient Discharge Data Report, Health Information Exchanges (HIE), and Health Information Systems (HIS).
- The EHR must exchange healthcare data with the Oklahoma State Immunization Information System (OSIIS). Information regarding the technical aspects of this requirement can be found at http://www.ok.gov/health/Disease,_Prevention,_Preparedness/Meaningful_Use_Submissions_of_Public_Health_Measures/EHR_Vendor_Technical_Information/index.html.

C.6. System Features Functionality – Required Items

Listed below in the table are system features and functionality that are required for this system:

Required System Features and Functionality	
Item #	End User Technology Features
End User Access	
1	System is available to end users 24 by 7
2	Can be accessed remotely by authorized users
3	Terminates an electronic session after a predetermined time of inactivity
4	Provides automated process for users to obtain forgotten user ID or password information.
5	Permits user ability to reset their password.
Authorized User Administration	
1	Assigns a unique name and/or number for identifying and tracking user identity and establishes controls that permit only authorized users to access electronic health information.
2	Verifies that a person or entity seeking access to electronic health information is the one claimed and is authorized to access such information.

3	System supports various levels of administrator-assigned user rights.
4	User access roles are customizable.
5	A user management process allows authorized users to generate, modify and delete user accounts.
6	System automatically requires password changes at predetermined intervals.
7	System should provide standalone authentication for users but have the ability to link to an active directory accounts to allow for single sign-on with other JDMC applications and services.
Data Entry and Editing	
1	Provides word processing capabilities in text fields.
2	Includes spell check functionality.
3	Data once entered into system populates all relevant modules.
4	Ability to bring old notes forward and modify as an amended note.
5	The system will detect missing required data and flag incomplete responses.
6	Ability to correct errors while retaining information about corrections.
7	Ability to create and save draft documents.
8	System allows for the scanning of documents that can be attached to a patient's record.
9	System provides document management functionality that manages the creation, storage/retention, and control of documents.
10	System can remove a document from an individual's record if document is erroneously attached to the wrong record.
Workflows and Alerts	
1	Provides workflow processes.
2	Workflow processes can be customized.
3	Provide capabilities whereby the system electronically assists the completion of predefined work steps.
4	Allows for multiple simultaneous user viewing of same individual's record.
5	Provides for alerts and notifications with priority coding or features.
6	Scheduling system that schedules both client and staff time.
7	System provides graphic interface of hospital unit floorplan/blueprint that allows for visual representation of hospital units and bed assignments to monitor, track, report, and reassign hospital units and bed assignments within the system.
Reporting and Analytics	
1	Provides Dash Board functionality at multiple user levels.
2	Ability to generate assessments, progress notes, treatment plans.
3	Authorized users can print the entire medical record for an individual.
4	Provides a robust list of standardized reports.
5	Provides the ability for ad hoc report creation.
6	Users will be able to select data fields on which they want to report/query.
7	The system includes multiple pre-defined report types and formats that are easily selected by users.
8	Users are able to direct reports to a user-selected printer.
Item #	General System Technology Features
1	Web pages meet Oklahoma State Accessibility Standards. (See section G.3.10.) Such standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc
2	Routine upgrades are through an established change control process.
3	Provides backup and recovery routines for both programs and data.

4	Has ability to export to offsite disaster recovery location. (Offline)
5	System is able to accurately process date/time data transitions, including leap-year and daylight savings time calculations.
System Interoperability Standards and Functions	
1	Must meet HL7 Primary Standards
2	Must meet HL7 Foundation Standards
3	Must meet HL7 Clinical and Administrative Domains
4	Must utilize HL7 EHR Profiles
5	Must meet HL7 Rules and Reference Standards
6	Must utilize HL 7 Continuity of Care Documentation (CCD)
7	Must utilize HL7 CDA (Clinical and Administrative Domains)
8	Must utilize ICD-9-CM diagnoses and coding available at the time of system implementation.
9	Must utilize ICD-10 diagnoses and coding (see project scope for ICD-10 requirements).
10	Must utilize HCPCS/CPT codes
11	Must utilize National Drug Codes (NDC)
12	Is currently federally certified as meeting Stage One meaningful use standards.
13	Is currently federally certified as meeting Stage Two meaningful use standards.
14	If not federally certified, Bidder will have federally required certifications by date of contract signing if Bidder is selected as JDMC's contractor
15	Ability to exchange an individual's medical data with other health providers.
16	Offers e-Prescribing and medication management.
17	Provides authorized users the ability to fax send and receipt capabilities (e.g. for referrals, discharge summaries, etc.).
18	Provides interoperability to receive and send provider, enrollment and service data.
19	Fully integrated system that includes Clinical, Case Management, Financial and Staff Scheduling.
Security	
1	Complies with Federal HIPAA and HITECH privacy standards as patient information is maintained within the proposed solution.
2	Complies with Federal HIPAA security standards as patient information is maintained within the proposed solution.
3	Complies with Oklahoma Cyber Security Policy; Go to: http://www.ok.gov/homeland/Cyber_Security/
4	Meets Federal Meaningful Use requirements for maintaining and generating audit logs.
5	Meets Federal Meaningful Use requirements for recording disclosures made for treatment, payment, and health care operations.
6	Meets Federal Meaningful Use requirement for encrypting and decrypting electronic health information.
7	Meets Federal Meaningful Use requirements for end-user devices.
8	Meets Federal Meaningful Use requirements enabling user created audit report for a specific time periods and to sort data entries in the audit log.
Consent Tracking	
1	Maintains, tracks, and reports notice of legal rights and services to include court orders.
2	Maintains, tracks, and reports statement of authority (i.e. guardianship, who is legally authorized to provide consent).
3	Maintains, tracks, and reports consents to use/release records, including date of the request for records and date the records were released.

4	Maintains, tracks, and reports consent of medical treatment
5	Maintains, tracks, and reports consent for medication.
6	Allows for authorized users to customize additional consents.
7	Provides for e-signature of consents.
8	Issues alerts for missing consents.
9	Prevents the release of data absent authorizing consent.
Hardware/Software Requirements	
1	Provide Hardware/Software Requirements for Servers (if solution is agency hosted)
2	Provide Hardware/Software Requirements for Workstations
3	Provide Hardware/Software Requirements for Mobile Devices (if applicable)
4	Identify Network Specifications. Provide Bandwith Requirements if hosted solution.
Item #	Screening and Request for Services
1	Maintains, tracks, and reports data provided by the referral source, including source of the individual referral.
2	Permits variation in the data maintained and admission criteria.
3	Maintains, tracks, and reports diagnosis and condition.
4	Permits gathering and entry of significant additional information into the system once an admission date is established.
5	Permits the ability to revise or otherwise update data maintained in the request for services and resource allocation application.
6	Accepts electronically submitted data from external sources.
7	Accepts and maintain scanned reports as part of the individual's record.
8	Provides ongoing assessment and monitoring ensures that individual's health needs are met and that medical conditions are managed. The EHR must support the completion of various assessments.
9	Maintains, tracks, and reports data pertaining to medical history and past significant medical needs.
10	Maintains, tracks, and reports medical/ physical exam findings, current health status, medical needs and monitoring.
11	Maintains, tracks, and reports a Nursing care plan
12	Maintains, tracks, and reports Immunization Records.
13	Maintains, tracks, and reports current medication regiment.
14	Maintains, tracks, and reports medical treatments and response to treatment or intervention.
15	Maintains, tracks, and reports data pertaining to Pulse Oximetry and Oxygen administration for specified individuals.
16	Maintains, tracks, and reports current diagnoses including developmental disability, medical and mental health diagnoses.
17	Maintains, tracks, and reports completion of body checks for specified individuals.
18	Maintains, tracks, and reports skin integrity for specified individuals.
19	Maintains, tracks, and reports data on seizure monitoring for identified individuals.
20	Maintains, tracks, and reports decubiti/ wound care for specified individuals.
21	Maintains, tracks, and reports DISCUS Scale to document abnormal and involuntary movement
22	Maintains, tracks, and reports radiology images and reports to include both scanned in film xrays and images and digital xrays and images.
23	Maintains, tracks, and reports diabetes monitoring that includes data pertaining to blood glucose and insulin administration.

24	Maintains, tracks, and reports bodily functions such as daily bowel movement, menses, fluid intake, and food/ nutrition intake or provide for these charts to be created by the end user.
25	Maintains, tracks, and reports data pertaining to falls assessments and monitoring.
26	Maintains, tracks, and reports data pertaining to dietary needs including caloric requirements, diet consistency, food allergies.
27	Maintains, tracks, and reports anthropometric measurements.
28	Maintains, tracks, and reports Assessments related to restraint and seclusion.
29	Maintains, tracks, and reports data for oral hygiene and health evaluation, diagnoses, treatment, response to treatment, and dental history.
30	Maintains, tracks, and reports data from psychological reports or assessments such as diagnoses, results from IQ or cognitive assessments, findings from adaptive functioning evaluation, mood or symptom assessment, functional behavior assessment reports, and the Behavior Support Plan and response to intervention(s) in the Behavior Support Plan.
31	Maintains, tracks, and reports Activities of Daily Living (ADLs) which are typically monitored by direct support staff (e.g., hygiene and grooming, toileting, homemaking, dressing, eating and drinking, sleep hygiene, activities to maintain health, functional mobility, use of assistive technology, use of services, money management, and shopping).
32	Maintains, tracks, and reports assessment and monitoring data pertaining to sensorimotor development (e.g., ambulation, positioning, transfer skills, gross motor dexterity, skin integrity/sensation, orthopedic health/status, neurological tone/reflexes, visual motor perception, fine motor dexterity, eye-hand coordination, and extent to which prosthetic, orthotic, corrective or mechanical supportive devices can improve the individual's functional capacity).
33	Maintains, tracks, and reports an assessment for adaptive or supportive equipment (e.g. wheelchairs, bedrail assessments) and turning and positioning charts and wheelchair release charts.
34	Maintains, tracks, and reports speech, language, and communication assessment, including hearing assessment, swallowing assessment, augmentative communication assessment, fluency, and voice assessment.
35	Maintains, tracks, and reports assessments and reports related to dysphagiagrams and other swallow studies
36	Maintains, tracks, and reports Physical Therapy (PT) and Occupational Therapy (OT) assessment and intervention data.
37	Maintains, tracks, and reports information pertaining to a vision assessment and related treatment.
38	Maintains, tracks, and reports data pertaining to social development, such as interpersonal skills, use of social support, social participation, communication, recreation-leisure skills, community involvement and outings, and relationships with others.
39	Maintains, tracks, and reports data pertaining to academic/ educational development, including functional learning skills and classroom placement.
40	Maintains, tracks, and reports assessments and reports related to sensory integration.
41	Maintains, tracks, and reports data pertaining to independent living development such as meal preparation, budgeting and personal finances, survival skills, safety awareness, mobility skills (orientation to the neighborhood, town, city), laundry, housekeeping, shopping, bed making, care of clothing, and orientation skills (for individuals with visual impairments).
42	Maintains, tracks, and reports data pertaining to employment and vocational development, including present vocational skills.
43	Maintains, tracks, and reports data pertaining to affective development such as interests and skills involved with expressing emotions, making judgments, and making independent decisions.
44	Maintains, tracks, and reports identifiable maladaptive or inappropriate behaviors of the individual based on systematic observation (including, but not limited to, the frequency and intensity of identified maladaptive or inappropriate behaviors).

45	Enables a user to electronically record, modify, and retrieve individual demographic data including preferred language, gender, race, ethnicity, date of birth, custody status/guardianship, address, contact information and emergency contact information.
46	Maintains, tracks, and reports assessments and reports regarding neurology visits including behavior medications, seizure medications, etc.
Item #	Individual Treatment Plan
1	Maintains, tracks, and reports assessment data that is used to build the Individual treatment plan.
2	Provides template-based, configurable treatment planning tool.
3	Creates customized treatment plans that allow for the documentation of the problems, goals and interventions required.
4	Means of documenting when a goal is achieved.
5	Permits users to make timely changes to the treatment plan.
6	Reminds or alerts clinical staff when updates are due.
7	Provides a means for documenting transition planning.
8	Maintains, tracks, and reports data associated with internal JDMC activities and from outside referral agencies.
9	Maintains, tracks, and reports a schedule of an individual's treatment and rehabilitation activities.
Item #	Service Delivery
1	Maintains, tracks, and reports data from various programs and services provided to the individual so they can be viewed in one place.
2	Maintains, tracks, and reports progress toward goals.
3	Maintains, tracks, and reports missed tasks and gaps in care with standard operating procedures to expedite appropriate interventions.
4	Documentation includes the ability to input structured notes that meet individual organization requirements.
5	Maintains, tracks, and reports units of service for each individual receiving services including service date, service location, funding source, contact type, contact reason, type of service, and comments.
6	Maintains, tracks, and reports treatment notes on an individual's care and treatment plan including all pertinent comments, updates, visits, etc. There is no limit on notes, and an archive is accessible that gives you access to all data collected in the notes.
7	System maintains current and up to date information.
8	Data is carried over from prior session or visit.
9	Enables a user to electronically select, sort, access, retrieve, and generate lists of individuals according to, at a minimum, the data elements: (a) Problem List (b) Treatment Goals (c) Medication List (d) Immunizations (e) Demographics (f) Laboratory Test Results (g) Date and Time (h) All Allergies (e.g. food, environmental, medication, latex) (i) Dietary Needs and Anthropometric Measurements (j) Communication Preferences (k) Diagnosis

	(l) Provider – By Job Title (e.g. Social Worker, OT, PT, etc.)
10	Generates and displays an individual summary or “face sheet” that includes the patient’s demographics, communication needs, list of problems including challenging behavior, current prescribed medications, allergies, immunizations, encounter listings, individual’s photo, and personal profile.
11	Enables a user to electronically record, store, retrieve, and modify, at a minimum, the following order types and justifications of need: (a) Medications (b) Treatment (c) Laboratory (d) Radiology/imaging (e) Safety precautions (e.g. 1:1 acuity, mechanical restraint device, etc.) (f) Approved physical intervention(s) (e.g. restraint, seclusion, etc.) (g) Dietary needs including diet consistency, tube feeding, or other nutrition intervention.
12	Ability to populate standard orders that can be customized according to the patient’s needs.
13	Maintains, tracks, and reports up-to-date diagnoses: Utilizes the ICD-10 criteria and coding and maintains a log of both current and prior diagnoses with the ability to update diagnoses as necessary. Stores primary and secondary diagnoses.
14	Utilizes DSM-V criteria and coding and maintains a log of both current and prior diagnoses with the ability to update diagnoses as necessary.
15	Maintains, tracks, and reports up-to-date problem list. Enable a user to electronically record, modify, and retrieve an individual’s problem list for longitudinal care.
16	Maintains, tracks, and reports an assessment of medication needs and efficacy of the medication regimen.
17	Maintains, tracks, and reports electronic medication administration record (MAR). (a) Utilizes assistive technology that provides automated information to enable a user to electronically verify the following before administering medication(s): (i) The individual to whom the medication is to be administered matches the medication to be administered. (ii) The medication to be administered matches the medication ordered for the individual. (iii) The dose of the medication to be administered matches the dose of the medication ordered for the individual. (iv) The route of medication delivery matches the route specified in the medication order. (v) The time that the medication was ordered to be administered compared to the current time. (b) Documentation. Electronically records the time and date and user identification when a medication is administered.
18	Maintains, tracks, and reports active medication list: Enable a user to electronically record, modify, and retrieve an individual’s active medication list as well as medication history for longitudinal care.
19	Maintains, tracks, and reports prescription features: (a) System must be able to generate an electronically signed prescription that can be printed in a form that can be submitted to a pharmacy by the individual. (b) System must allow for electronic transmission of the prescription to the individual’s pharmacy of choice using fax and/or E-SCRIPT standard.
20	Drug-formulary checks. Enable a user to electronically check if drugs are in a formulary or preferred drug list. Ability to customize the formulary.

21	System can generate individual specific medication information sheets.
22	System must utilize drug-drug and drug-allergy interaction checks: <ul style="list-style-type: none"> (a) Notifications. Automatically and electronically generate and indicate in real-time, notifications at the point of care for drug-drug and drug-allergy contraindications based on medication list, medication allergy list, and computerized provider order entry. (b) Adjustments. Provide certain users with the ability to adjust notifications provided for drug-drug and drug- allergy interaction checks. (c) System can recommend alternative medications.
23	Maintains, tracks, and reports active allergy list. Enables a user to electronically record, modify, and retrieve an individual's active allergy list (including medication, food, environmental, latex, and/or other allergies) as well as allergy history for longitudinal care.
24	Maintains ,tracks, and reports recorded changes in the following: <ul style="list-style-type: none"> (a) Temperature (b) Pulse (c) Respiration (d) Blood Pressure (e) Height (f) Weight (g) FOC (h) Anthropometric Measurements (i) Calculate and Display Body Mass Index (j) Plot and Display growth charts for children 0-21 years, including BMI and anthropometric measurements (including growth charts for Cerebral Palsy and Down's Syndrome)
25	Maintains, tracks, and reports lab results: Electronically record, modify, retrieve, and submit reportable clinical lab results.
26	User can review and sign results for any ordered tests and procedures and review and sign/approve drug regimen.
27	Maintains, tracks, and reports smoking status as required by Meaningful Use standards.
28	Maintains, tracks, and reports a controlled substance count sheet
29	Maintains, tracks, and reports whether an individual has an advance directive.
30	Ability for the system to have a default or automatic notification of health care/medical appointments, lab/diagnostic tests, abnormal laboratory values, immunizations, diet orders which could include food consistency or liquid consistency, choking risk, and changes in body weight.
31	Timely access: Enable an authorized and identified user(s) to provide individuals with online access to their clinical information, including, at a minimum, lab test results, problem list, medication list, and allergy list.
32	Exchanges clinical information and individual summary record. <ul style="list-style-type: none"> (a) Electronically receive and display an individual's summary record, from other providers and organizations including, at a minimum, diagnostic tests results, laboratory results, problem list, medication list, and allergy list. (b) Electronically transmit. Enable a user to electronically transmit an individual's summary record, to other providers and organizations including, at a minimum, diagnostic tests results, laboratory results, problem list, medication list, and allergy list.
33	Enables a user to electronically send messages to, and receive messages from, an individual in a manner that ensures:

	(a) Both the individual (or authorized representative) and EHR technology user are authenticated; and (b) The message content is encrypted and integrity protected in accordance with the standard for encryption and hashing algorithms.
34	Enables a user to electronically record, change, and access immunization information.
35	Enables a user to electronically record, change, access, and search electronic notes. User can review and sign notes from their own visits and calls.
36	Dual Routing: Ability for multiple users to sign and review documentation (e.g. lab results forwarded to a team).
37	Enables a user to electronically record, change, and access an individual's family health history.
38	Has interviewing templates that can be incorporated into a note or report.
39	Stores and maintains safety assessments with clear identification of supports needed to ensure safety.
40	Maintains, tracks, and reports data from various clinical assessments as outlined in this RFP. The EHR should maintain information pertaining to clinical and diagnostic assessments including data from psychological evaluations, cognitive evaluations, physical and/or occupational therapy assessments, speech and language assessments, health assessments, or psychosocial evaluations. EHR should offer comparative standards for data elements such as body weight and BMI so the individual can be compared to normal ranges.
41	Maintains, tracks, and reports specialized plans, particularly behavior support plans (BSP), which outline interventions used by various staff and providers to address problem or challenging behavior, as well as medication monitoring plans.
42	Maintains , tracks, and reports logs such as meal logs/ food and nutrition intake record, behavior logs, sleep logs, seizure logs, etc. These logs are used based on the individuals needs and data is entered by all staff, particularly direct support staff. Ability to filter and aggregate data from the logs.
43	Maintains, tracks, and reports a telephone call log with descriptions for when providers discuss treatment and care with patient and/or guardians over the telephone.
44	Submission to immunization registries. Electronically record, modify, retrieve, and submit immunization information to the Oklahoma State Immunization Information System (OSIIS) or other entities as required by the State of Oklahoma and Oklahoma State Department of Health.
Item #	Self-Directed Care and Portal
1	Provides basic clinical summaries to an authorized user (individuals, or their designee), that include, at a minimum, diagnostic test results, problem list, medication list, and medication and other allergy list, including environmental, food, and dietary needs (e.g. food consistency).
2	System can generate and provide discharge instructions according to CMS guidelines (e.g. current medications, administration times, scheduled consults and appointments, etc.)
3	Provide an alert, to a designated JDMC employee, when a request for records has been submitted.
4	Provides authorized users (individuals/guardians) with the current treatment plan.
5	Provides authorized users (individuals/ guardians) with information on future services (e.g., appointment reminders) and a list of services delivered/received within the past six months.
6	Enable an Individual, their guardian, or other authorized user, the ability to request records which can be retrieved and viewed in an electronic human readable format or image.
Item #	Service Tracking, Service Utilization, and Participation for Oversight
1	Maintains, tracks, and reports prescribed medications in case of a drug recall, which requires maintaining lot number
2	Maintains, tracks, and reports activities and services the patient participated in daily, monthly, etc.
3	Maintains, tracks, and reports individual's participation and progress in a service or activity.
4	Ability to filter data by physician to see orders, reports, summaries, treatments offered, and services as needed for hospital peer review.

Item #	Quality Improvement Activities
1	Maintains standards based data collection structure to facilitate data manipulation and standardized reports ensuring compliance with State and Federal laws and regulations.
2	Provides support to help ensure that treatment is delivered in a cost-effective and beneficial manner in the following areas: (a) Data collection and maintenance (b) Supervisory oversight (c) Resource utilization (Utilization review occurs within 30 days of admission.) (d) Comparisons, longitudinal studies and trend analysis (e) Benchmarking capability (f) Outcomes (g) Satisfaction with services which is completed by individual/guardians, or other authorized representative, referral source, and referral agent.
3	Ability to filter data to determine the specific counties and number of counties within the state of Oklahoma that have been served within a specified time frame.
4	Maintains, tracks, and reports data in relation to the number of units and encounters that occurred in an inpatient or outpatient setting and at contractual settings such as school districts (data must be sortable by provider, location of service, date, # of units, # of encounters).
Item #	Treatment Data Interface
1	Provides "individual days" to be billed based on the actual service days that an individual received services.
2	Provides system controls such that all days for a billing period are billed or otherwise accounted for.
Item #	Accounts Receivable
1	Must maintain an open item account for each individual.
2	Ability to provide near real-time billing updates and notification (e.g. changes to insurance, situational data elements and special billing features).
3	Ability to print patient statements.
4	Create the following accounts receivable reports: (a) Accounts receivable ledger (b) Aged accounts receivable report (c) Uncollectible and bad debt write-off report (d) Payment posting report (e) Automated tasks to remind of missing charges.
Item #	Billing Capability
1	Generates, in a HIPAA acceptable format, electronic bills centrally based on individual days and other account information maintained in an automated billing system.
2	Generates, in a format acceptable to the payor, hardcopy bills to payors (including health insurance and other third parties, private payors) that will not accept electronic format.

3	Allows for correction of billing data rejected by a payor upon initial submission, and the subsequent resubmission of the bill for full or adjusted payment.
4	Maintains complete account receivable ledgers, reflecting payments made and balances outstanding as of the end of the billing period.
5	Maintains a log of all copays rendered and applies copays to the appropriate accounts.
6	Maintains an accounts receivable "aging" feature that displays account balances outstanding for 60 days, 90 days, 120 days and more than 120 days.
7	Enables the write-off of uncollectible accounts and bad debts, as appropriate, and produce individual and summary reports on screen and in hard copy.
8	Produces full-cost bills for submission to primary and secondary third party payors, including health insurance and managed care providers.
9	Ensures and alerts that the billing to secondary insurers is not sent before being settled with the primary insurer and indicating that the bill should indicate the primary insurer has paid maximum benefit for its coverage.
10	Generates third party bills that display the full cost on the bill and the full cost and anticipated payment amounts on the accounts receivable record. The system should automatically write off the unpaid balance upon receipt of the correct anticipated payment amount. The system should hold open any accounts with discrepancies until such discrepancies are resolved.
11	Generates both full cost and partial-rate bills to private parties.
12	Carry forward unpaid balances until paid or written off maintaining open item detail, such that the system must produce new bills each month for all unpaid private party accounts, in the amount of the unpaid balances.
13	Generates a report that lists uncollectible amounts and bad debt write-offs and the reason for each such write-off.
14	Enables crediting private party payors with third party payments received, with the credited amount displayed on the bill and the net amount reflected on the accounts receivable record.
15	Enables crediting all third party and private party payments received to the Individual's Medicaid account, with the credited amount displayed on the bill and the net amount billed reflected on the accounts receivable record.

C.7. System Features Functionality – Added-Value Items

Listed below in the table are system features and functionality that may add value to the system, but are non-mandatory:

Added-Value System Features and Functionality	
Item #	End User Technology Features
End User Access	
1	Has the ability to provide a web-enabled application with graphic user interface that does not require a client server configuration on end user devices.
2	If solution is hosted it should provide off-line functionality (functions on a pc/device during internet outage with subsequent uploading of data).
3	Provides single sign-on for all modules that are authorized for an end user.
Authorized User Administration	

1	A user management process allows for the reporting and printing of individuals granted access based upon specific roles.
2	System allows for two factor authentication.
Data Entry and Editing	
1	Limit or prohibit copy and paste functionality via user management.
2	System permits annotating, and “mark up” of scanned documents.
3	Has an OCR capability to allow querying scanned documents.
4	Provides speech recognition which converts oral language to written text form that can be saved, accessed and reviewed, edited, emailed, or transmitted with command and control features. (a) Ability to capture dictation on a mobile device on an on-line or off-line mode. (b) Has an option to dictate while navigating through an individual record. Has a dictation management system with intelligent routing and tracking of the status of each dictation job.
Workflows and Alerts	
1	Ability to see all chart activity since employee last worked on the chart.
2	Workflow design includes an inbox.
3	Customizable to-do lists by users.
Reporting and Analytics	
1	Permits printing of forms in PDF.
2	Users are able to store report specifications in a central report repository.
3	The system supports exporting of query results to: MS Word, MS Excel and Text.
4	The system includes page-formatting features.
5	The system supports a minimum of two (2) levels sorting in ascending and descending order.
6	The system includes the capability to include header information, date and run time, and page numbers on reports.
7	The system will provide print preview capability.
Item #	General System Technology Features
1	Regardless of whether a request for an exemption to State Accessibility Standards is being requested, application contains zoom technology to assist the visually impaired in reading web pages.
2	Screen layout and views can be customized based on user preferences
3	Has ability to provide disaster recovery location. (Live)
4	System has capability for entering data via mobile device(s) enabling direct care staff to input data anywhere on campus.
Training and Support	
1	Provides training webinars.
2	Users can be tracked as to training modules completed.
3	Other training options (Please list).
4	Help Desk support options (Please list).
5	24-hour technical support – Web.
System Interoperability Standards and Functions	

1	Logical Observation Identifiers Names and Codes (LOINC) for laboratory and clinical results
2	SNOMED CT (Systematized Nomenclature of Medicine – Clinical Terms)
3	RXNorm Medications Standards
4	Supports industry accepted import/export standards (e.g., ODBC (Open Database Connectivity)).
5	Requires third-party software/ interfaces for any functionality (Yes/No).
Item #	Screening and Request for Services
1	Maintains, tracks, and reports pre-established admission criteria on the system.
2	Matches pre-established admission criteria with data stored on the resource allocation list to identify candidates for admission.
3	Creates notification letter, including admission date, for individual accepted for admission.
5	Use of the Nutrition Care Process (NCP) designed by the Academy of Nutrition and Dietetics. This includes nutrition assessment, nutrition related diagnoses, nutrition intervention and prescription (plan of care), and nutrition monitoring and evaluation.
6	Maintains, tracks, and reports the drug regimen review.
7	Maintains, tracks, and reports prior authorization documentation for medication related to third party payment and reimbursement.
8	Maintains, tracks, and reports lists of resources allocated and candidates by status, e.g. awaiting additional information, accepted for admission, admitted, etc.
9	Generates a packet of necessary health and clinical information that ensures preparation for appointments and supports communication between the agency and outside providers.
Item #	Individual Treatment Plan
1	Maintains, tracks, and reports all resources available to an individual.
2	Provides suggested measurable treatment goals.
3	Provides suggested rationale for identified goals.
4	Provides suggested rating scale to goals so progress can be documented.
5	Provides suggested treatment or intervention for each goal.
6	Incorporates survey to capture whether the individual/guardian(s) believes the services and support they receive contribute to their unique and personal goals, overall well-being, and desired outcomes.
7	Schedules the review of individual progress.
8	Reports the individual's daily activity schedule on a "from-to" date basis.
9	Schedules activities and staff assignments for direct patient involvement.
10	Reports the activity and staff assignment schedule on a "from-to" date basis.
Item #	Service Delivery
1	Ensures ongoing adherence to treatment plans and correct deviations from treatment protocols.
2	Allows authorized user to customize the individual demographic banner to display any number of practice management system fields to clinician.
3	Enables a user to electronically generate and transmit prescriptions and prescription-related information.
4	Electronic prescribing system is available wirelessly so a physician can write the prescription using a mobile device.
5	Drug-formulary checks. Enable a user to electronically check if drugs are in a formulary or preferred drug list. Ability to customize the formulary.

6	Assess medical necessity for intervention and provide alert if the intervention is not medically indicated or if intervention is duplicated, however, offers an override feature so a physician can still prescribe even if an alert is generated.
7	Medication reconciliation. Enable a user to electronically compare two or more medication lists.
8	Incorporates laboratory test results: (a) Receive Results: Electronically receive clinical laboratory test results in a structured format and display such results in human readable format. (b) Display test report information: Electronically display all the information for a test report. (c) Incorporate results: Electronically attribute, associate, or link a laboratory test result to a laboratory order or patient or individual service record.
9	User can generate test results informational letters or reports.
10	General Alerts: Ability for staff to enter alerts that will be posted for a designated time period that can be communicated to providers using the EHR. Examples of alerts could include alerting providers that the individual experienced a recent loss, acute medical needs, alerts that there has been a change in services or in a plan such as a behavior support plan (BSP), the patient was involved in a physical intervention.
11	Public health surveillance. Electronically record, modify, retrieve, and submit public health surveillance information.
12	Image results. Electronically indicates to a user the availability of an individual's images and narrative interpretations (relating to the radiographic or other diagnostic test(s)) and enable electronic access to such images and narrative interpretations.
13	Implement the Nutrition Care Process (NCP) designed by the Academy of Nutrition and Dietetics which include a Nutrition Assessment, Nutrition Diagnosis, Nutrition Intervention, and Nutrition Monitoring and Evaluation Plan. System should offer a tool to automatically calculate BMI and calorie requirements.
14	Provides an alert for temperature checks for medication refrigeration.
Item #	Service Tracking, Service Utilization, and Participation for Oversight
1	Tracks individuals use of specified medications
2	Provides cost analysis of prescribed medications in comparison to formulary and generics.
3	Ability to filter data by patient receiving services and immunizations received.
4	Ability to filter data to track service utilization or refusal to participate.
5	Ability to filter data by person providing the services and the services offered.
Item #	Quality Improvement Activities
1	Ability to filter data by health care precautions and events such as people on precaution plans due to seizures, choking/aspirations, falls, bowel precautions, behavioral issues including pica, restraints, self-injury, etc.
2	Ability to filter data using demographic fields, such as date of birth, by services delivered.
3	Ability to filter data using diagnosis and diagnostic ICD codes.
Item #	Financial Assessment
1	Maintains a record to critical future dates for Medicaid eligibility to permit recertification of Medicaid eligibility.
Item #	Treatment Data Interface
1	Directly accesses an individual's identification and demographic information needed for billing purposes which is maintained as part of the individual's management information.

C.8. Implementation Plan

Bidders are required to provide a work plan clearly describing their approach to this project. The Bidder must state specifically how deliverables, including the financial and billing modules, will be achieved by the Bidder. This work plan should address:

- The Bidder's approach to managing the system implementation and integration work. It is expected that the successful Bidder will assign an overall project manager for this engagement.
- A description of the requirements management process that the Bidder plans to use during system implementation.
- The approach to risk management and what the Bidder considers to be the key risks to the success of this implementation and how these risks should be addressed.
- A description of any proprietary tools, techniques or technologies that the bidding firm uses for such implementation work.
- A description of the Bidder's staffing level that is anticipated to accomplish the work including the level of onsite presence.
- A description on the use of subcontractors if applicable.
- A listing of roles the Bidder expects from State personnel to be involved in the implementation and description on how these State personnel will be incorporated into the project team.
- An outline of the project organization structure which depicts the key individuals and areas of responsibility.
- A plan on how all the parties involved in the implementation and integration effort will be coordinated.
- The timeframe after contract signing that the Bidders' resources can begin the project and the implementation start.
- A work plan must address how the bidder will accomplish the following milestones:

C.8.1. Phase 1: System Modifications, Data Conversion, and Acceptance Testing

This Deliverable includes the modification of the Bidder's system to meet the unique needs of JDMC, conversion of all of JDMC's data, and verification by JDMC that the modifications meet the needs of the hospital and that all data has been completely and successfully converted.

C.8.1.1. System Modifications and Data Conversion

It is expected that successful Bidder will review all proposed customization identified in response to Section C.6 and C.7 of this RFP JDMC to ensure that the customization will meet JDMC's needs. Once agreement on each customization has been reached, the Vendor will document each customization, provide a list of each customization to JDMC, customize the system, and conduct a comprehensive test of the revised system. Upon completion of successful testing of the system modifications by the Vendor, the Vendor shall convert all necessary JDMC data to the new EHR system as per Section C.4 of this RFP.

C.8.1.2. Bidder (Vendor) Testing

The Vendor is expected to perform a comprehensive test of the system with any modifications that have been made. Additionally, the Vendor is expected to ensure that all of JDMC's data has been converted and is fully operational in the EHR system and its modifications.

C.8.1.3. Successful Bidder (Vendor) Acceptance Testing

The successful Vendor will set up and demonstrate an operating version of the revised system with all converted data. The demonstration(s) is intended to assure that the System operates in the way that was agreed with the Vendor in the initial discussion of the customizations and to familiarize JDMC staff with the operation of the System. After the demonstration JDMC may request changes to bring the system into conformity with the documentation of customizations, and the Vendor will implement those changes as specified.

C.8.1.4. User Acceptance Testing (UAT)

After the Vendor and JDMC agree that the system complies with the documentation of the customizations and that all data conversions requirements have been met, the Vendor will:

- Allow JDMC to continue to test the operational System
- Assist JDMC by loading and/or refreshing converted data
- Provide instruction in the use of the System for all staff who will be participating in the testing
- Assist in JDMC's testing which will include testing system interfaces and ensuring that all data conversion was complete and operational. This testing will continue until JDMC is ready to proceed with actual use of the System. This testing is expected to last at least thirty (30) business days
- Be available on-site to assist JDMC with this testing

Upon completion of acceptance testing, JDMC may identify how and where the system or converted data does not conform, or where the modification have introduced errors into the original system, or where the conversion of JDMC's data has been ineffective, incomplete, or in error, and provide the Vendor with a written list of necessary revisions. The Vendor will incorporate such revisions as necessary. If revisions are necessary, JDMC may require additional rounds of preliminary acceptance testing and further revisions until successful completion of the testing.

C.8.2. Phase 2: Installation, Training, and Full Implementation

Subsequent to UAT completion and approval, the installation, training and full implementation phase will begin in the following sequential order. After the completion of this phase, the EHR system will be completely installed, rolled out, and functioning throughout the entirety of the hospital. Additionally, all training for users will be completed during this phase, before full implementation has occurred.

C.8.2.1. Installation

The Bidder will provide JDMC the following documentation prior to installation:

- Statement of work
- Architecture design
- Network infrastructure
- Requirements traceability matrices
- Test strategy
- Test plans
- Test cases
- UAT test scripts
- Test results
- Release plans
- Backup and disaster recovery plans
- Support plans
- Site security plans
- System security plans

At the time of installation, the Bidder must load the system and make the system available to JDMC. The Vendor will ensure that the system and all converted data are correct and operational and then implement the training plan.

C.8.2.2. Mandatory Deliverable: Successful Full Implementation (Full Rollout)

Upon completion of modifications, data conversion, testing, and training the Vendor will begin implementation based upon the Bidder's proposed Implementation Plan including:

- Providing consultation and direction to JDMC staff in converting their procedures, filing system, and data over the new system

- Assuring all supplemental and ongoing training (e.g. online tutorials, manuals, videos, etc.) proposed by the Vendor in their training plan are accessible and operational
- Departmental evaluation and approval for completion
- Be available on-site to assist JDMC with full implementation

C.8.3. Phase 3: Development Lifecycle

JDMC requires that the Bidder describe their project developmental lifecycle. As part of the description the Bidder must include the milestones that the Bidder will adhere to and achieve throughout the development lifecycle.

An iterative approach is to be taken. The intent behind an iterative model is to enable JDMC to plan for and measurably verify project progress and solution quality throughout the project.

An outline of the content of each iterative milestone will be established and will be included in the detailed project schedule and plan. JDMC understands and accepts that the nature of an iterative approach means the detailed project plan and schedule will be subject to change throughout the project lifecycle. Specific content for any given iteration may be altered due to project conditions per JDMC input and/or approval. The specific quality criteria for each iterative milestone will therefore be altered accordingly.

As part of the development lifecycle approach, the Bidder will include how they implement changes into the system. This will include but not be limited to: expected durations, impact on system, impact on business processes, training, and support.

C.9. Training Plan

The successful Bidder will be responsible for providing training using a train the trainer approach. The Bidder will also be required to provide on-line tutorials for all modules. It is expected that approximately 200 JDMC employees will require some degree of training to utilize the EHR solution.

The Bidder's proposed solution must describe the training approach for user personnel and the types of training offered. Bidder proposals must include a train the trainer approach that leverages state staff in their proposed Training Plan. Bidders may also include an alternative approach where the Bidder will provide training to all end users without leveraging state staff. JDMC will provide a training space at the JDMC Conference Center. JDMC will make video conferencing available upon request. JDMC will identify and provide "trainers" who will be attending the train the trainer sessions provided by the Bidder. JDMC will also provide an expert from the service delivery/clinical side, an expert from Health Information, as well as an expert from the Information Technology (IT) side to support the Bidder's trainers. (Optional Deliverable: JDMC may, at its sole discretion, determine whether or not end user training will be included in this contract. The Bidder should provide this optional deliverable as a part of their proposal.)

As part of the training plan, the Bidder should identify:

- How a train the trainer approach will be incorporated into the training plan
- The types of additional training being proposed by job function including the method in which training is offered (i.e.; computer or web-based training, face to face classroom style training with an instructor, one to one training, or self-study). Bidders should be mindful that employees within JDMC system have a range of technological skills which could range from limited knowledge and experience with computers to proficient in the use of technology. Training will need to meet these varying abilities
- The duration of each class
- The number of classes that will be offered and/or the number of participants included in each training
- How often the training will be offered (as needed, or on a set calendar schedule)
- The recommended number of people that should attend training
- Identification of who will provide the proposed product training to each discipline
- A description of ongoing training programs and how such training will be accessed
- The extent that the Bidder provides a "Help Desk" or technical support to end users
- A description of how training materials will be made available and accessible

C.10. Disaster Recovery Plan

The Vendor shall develop a Disaster Recovery Plan that addresses the following:

- The Disaster Recovery Plan shall describe the successful Vendor's approach that will be used to guide the preparation for and delivery of necessary disaster services in response to any disaster requiring extraordinary services response.
- The Plan will identify resources involved in contingency operations, problem management and escalation procedures. Any changes to content must be approved by the state in advance

The Disaster Recovery Plan shall include the following

- An overview of the Vendor's proposed approach to disaster services
- Areas of the system most susceptible to failure or disaster that would result in downtime
- Recommendations for system recovery processes, or steps to take in the event of a downtime event
- Recommendations for comprehensively effectively mitigating the risk of a downtime event
- Recommendations for maintaining the security of the system during a period of emergency operation
- A test plan with metrics to assess the effectiveness of the Plan

C.11. System Maintenance and Help Desk Support

C.11.1. The Bidder will provide a list of support options. This list should at least include:

- Help Desk response time
- Scheduled maintenance frequency
- System uptime
- Expected maintenance by JDMC staff
- Annual pricing for each tier of support

C.11.2. Bidders should identify the nature and extent of system support activities offered by the Bidder. Included in the documentation should be items such as and similar to:

- Identification of the Bidder's normal support hours (specify time zone) and location of support staff
- The extent to which the following support features are available:
 - Toll-free hotline
 - Remote monitoring
 - Remote diagnostics
 - Training tutorials
 - Web based support tracking
- The typical response time for problems reported:
 - During regular business hours and
 - Off hours
- The range and average for system downtime (scheduled and unscheduled) for your current client's systems and the backup plan to be used during downtime. System downtime must not exceed two (2) hours within a 24 hour period
- The process for evaluating and fixing "bugs" or problems in your software as well as other system maintenance
- The extent to which the Bidder has user groups and, or, advisory groups and the nature of their membership
- The frequency, timing, and extent to which the system will be updated
- The Bidder will provide documentation describing their system maintenance requirements for planned downtime, disaster recovery, and recoverability
- The bidder will provide a user manual with updates as they occur

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Bids shall be evaluated on the "best value" determination.

- D.1.2.** The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical Bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the Bid.

D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders responding to this Solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State's risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

- D.3.1.** Negotiations may be conducted in person, in writing, or by telephone.
- D.3.2.** Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.
- D.3.3.** Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Bid.
- D.3.4.** The requirements of this Solicitation shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.3.5.** BEST and FINAL – The State may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

D.4. Selection Criteria

The following criteria will be evaluated:

1. Technical requirement responses
2. Implementation plan
3. Disaster Recovery Plan
4. Training Plan
5. References
6. Company Information
7. Cost or Price

D.5. Evaluation Process

D.5.1. Determination of Solicitation Responsiveness

A responsive Bid is a Bid that meets all the following Solicitation requirements:

- Responding Bidder Information Sheet complete Form 076

- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- VPAT
- Amendments, if issued, are acknowledged.

Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation.

D.5.2. Evaluation of Bid

The technical section of the Bid is evaluated based on the Solicitation specifications.

D.5.3. Evaluation of Cost

Cost comparisons are performed.

D.5.4. Demonstrations

If desired by the evaluation committee, the Bidder may be required to provide product/services demonstrations.

D.5.5. Best Value Evaluation of Product/Services

The award of Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State.

The State reserves the right to negotiate with one or more Bidders, at any point during the evaluation and may negotiate any and all content of the Bid.

- D.5.6.** Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team, and to respond to any and all questions regarding the Bid if requested by the State prior to award.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this Solicitation can be altered only by written Amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contract.

E.2. Preparation of Bid

- E.2.1.** Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.2.2.** Information shall be entered on the form provided or a copy thereof.

E.3. Submission of Bid

- E.3.1.** All Bids must be submitted to OMES – ISD to the attention of the Procurement Specialist as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.
- E.3.2.** The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.
- E.3.3.** Each Bidder must submit one (1) original hard-copy of the Bid and seven (7) duplicate copies for a total of eight (8) hard-copy documents. In addition, each Bidder must submit two (2) copies of the Bid on s thumb drive for a total of two (2) electronic documents in a "machine readable" format. One (1) CD, DVD, or thumb drive shall be marked as the original and will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.
- E.3.4.** All information relating to price/costs are to be sent in a separate binder/envelope, on a separate CD, DVD, or thumb drive clearly marked as "Price/Cost".
- E.3.5.** The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.
- E.3.6.** Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.
- E.3.7.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 004, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- E.3.8.** All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.
- E.3.9.** By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack information.
- E.3.10.** If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit a Bid at its own risk; and if awarded the

Contract, the Bidder shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in this Solicitation, these exceptions must be clearly and prominently stated in the Bid.

- E.3.11.** Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.4. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and solicitation closing date and time must appear on the face of the single envelope, package, or container.

E.5. Solicitation Amendments

- E.5.1.** If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.
- E.5.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.
- E.5.3.** It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.6. Proprietary and/or Confidential

- E.6.1.** Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.
- E.6.2.** If the State CIO does not acknowledge the information as confidential, OMES – ISD will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.7. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.

E.8. Communications Concerning Solicitation

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should

be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

E.9. Administrative Review

- E.9.1.** Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on December 30th, 2015. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to this Solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.10. General Solicitation Questions

Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/6700000032>

- E.10.1.** Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

<https://wiki.ok.gov/display/itprocurement/Home>

- E.10.2.** In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.

- E.10.3.** When posing questions, every effort should be made to:

- a) be concise
- b) include section references, when possible; and
- c) avoid use of tables or special formatting (use simple lists).

- E.10.4.** These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the wiki. Bidders are advised that any questions received after 3:00 P.M. Central Time on Jan. 21, 2016 shall not be answered.

E.11. P-Cards

The State of Oklahoma has issued payment cards to most State agencies. The current P-Card contract holder utilizes VISA.

If awarded a contract, will your company accept the State of Oklahoma approved purchase card:

Yes No (check one)

E.12. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes No (check one)

E.13. Bid Deliverables

Hard copy Bids should be bound, tabbed by section, and clearly marked as Original or Copy.

Note: Bid deliverables are to be submitted in both hard copy and electronic copy on CD, DVD, or thumb drive machine-readable format.

E.13.1. Section One – Introduction

- a) Letter of Introduction
- b) Completed “Responding Bidder Information” OMES Form 076.
- c) Completed “Certification for Competitive Bid and Contract” OMES Form 004.
- d) Signed Amendment(s), if any.
- e) Any exceptions to solicitation terms and conditions.

E.13.2. Section Two – References

Provide 5 references from customers where similar work was performed. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

E.13.3. Section Three – Company Information

Bidder must provide detailed information on its company, including principals involved, number of employees, location, years in existence, number of years providing an EHR solution, number of facility/site/agency installations, number of clients similar in size to JDMC, number of clients offering similar services as JDMC to individuals with developmental disabilities, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation activity to report.

E.13.4. Section Four – Response to Specifications/Requirements

Provide detailed response to specifications/requirements in this Solicitation.

E.13.5. Section Five – EITA Compliance

Provide adequate information defining your products level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the VPAT & Accessibility - OMES Form that is applicable. Attached for reference is the VPAT Instructions Template.

Supplier may provide a URL link to a website providing VPAT for products deliverables through resulting Contract.

E.13.6. Section Six – Bidder Agreements

Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder’s original Bid shall not be considered

E.13.7. Pricing

All information relating to costs are to be sent in a separate binder/envelope, on a separate CD, DVD, or thumb drive clearly marked as “Price/Cost.”

E.14. Awardee Financial Status

Prior to award the State may choose to request information from the Bidder to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.15. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

F. CHECKLIST

F.1. Check List of Submission Requirements

A Checklist of Submission Requirements is found below. The checklist may be of value to the Bidder in ensuring compliance with RFP requirements. It is recommended that the Checklist be completed and submitted with the proposal package. Submission of this checklist, however, is not mandatory so the failure to submit the Checklist will not result in the rejection of the proposal.

- Cover Letter:
 - Representative of Bidder for this proposal (name, title, name of company, address, telephone/fax numbers, and email address)
 - Signed by an official authorized to bind Bidder to all provisions
 - Five specific work references including contact name, business address and current telephone number etc.
- Attachments to Cover Letter:
 - Sales Tax Permit Verification (Section A.23.1)
 - Business Registration Verification with the Secretary of State (Section A.23.1)
 - Workers Compensation Insurance (Section A.20)
 - General Liability Insurance (Section A.20)
 - Proof that Vendor has not been Debarred, Banned, or Suspended (Section A.2.1.1)
 - Affidavit of Non-Collusion (Section E.3.7)
 - Compliance with Communications during Restricted Period (Section E.8)
 - HIPAA Business Associates Agreement (Amendment 2)
 - Company Information (Section E.13.3)
- Technical Proposal:
 - One (1) original and seven (7) copies of Technical Proposal (Section E.3.3)
 - Two (2) copies of Technical Proposal on separate thumb drives (Section E.3.3)
 - Each set identified on cover with Bidder's name, name of RFP, and phrase: "Technical Proposal"
 - All copies of a Technical Proposal packaged together, separate from Cost Proposal, and sealed
 - Outside of package identified with name of RFP and phrase: "Technical Proposal"
- Cost Proposal:
 - One (1) original and seven (7) copies of the Cost Proposal
 - Each set identified on cover with Bidder's name, name of RFP, and phrase: "Cost Proposal"
 - Each set includes Project Cost
 - All copies of Cost Proposal packaged together, separate from Technical Proposal, and sealed (Section E.3.4)
 - Outside of package identified with name of RFP and phrase: "Cost Proposal"

G. OTHER

H. PRICE AND COST

H.1. Project Cost

The successful Bidder will be responsible for software customization, data conversion, testing, installation, JDMC staff training, and maintenance. The bidder should include all Bidder-related expenses in the bid.

The Bidder's pricing must be submitted in the following format:

Description	1 st Initial Year	Year one (1) Optional	Year two (2) Optional	Year three (3)	Year four (4)
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		Renewal	Renewal	Optional Renewal	Optional Renewal
Software Subscription Cost per user per year					
0 to 100 Tier					
101 to 200 Tier					
201+ Tier					

Description	1 st Initial Year	Year one (1) Optional Renewal	Year two (2) Optional Renewal	Year three (3) Optional Renewal	Year four (4) Optional Renewal
Initial Setup (Initial Customization, Data Conversion, UAT, and any and all cost associated with initial rollout. Please provide detailed description.	\$				
Technical Support	\$				
Training (Bidder shall list any training provided at no cost)	\$				
Ongoing Maintenance	\$				
Other (Please provide detail and breakdown)	\$				
Totals	\$				

Added-Value Items (Not included in Cost Evaluation)	Cost
1. Additional Technical Support Options (please provide detailed description)	
2. Additional Ongoing Training Options (please provide detailed description)	
3. Custom Template Development (please provide unit pricing)	
Hardware required for a JDMC Hosted Solution	
1. Hardware costs for a JDMC hosted solution (please attach an itemized product and cost list for these hardware requirements)	
TOTAL COST FOR ADDED-VALUE ITEMS	\$

Monthly Maintenance Cost If Product <i>Is Not</i> Hosted By Bidder					
	Monthly Cost Year 1	Monthly Cost Year 2	Monthly Cost Year 3	Monthly Cost Year 4	Monthly Cost Year 5
Total Monthly Cost to JDMC for Operation of the EHR System	\$	\$	\$	\$	\$
Monthly Maintenance Cost If Product <i>Is</i> Hosted By Bidder					
	Monthly Cost Year 1	Monthly Cost Year 2	Monthly Cost Year 3	Monthly Cost Year 4	Monthly Cost Year 5
Total Monthly Cost to JDMC for Operation of the EHR System	\$	\$	\$	\$	\$

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

I. ATTACHMENTS

I.1. Attachment 1 – Glossary of Terms

EHR – Electronic Health Record; a digital version of a patient’s paper medical record. EHRs are real-time, patient-centered records that make information available instantly and securely to authorized users

RN – Registered Nurse; provides professional nursing care and services to developmentally disabled patients including the administration of medications and treatments and participates in the initiation, modification, and implementation of nursing care plans for patients at the hospital. Interacts with other disciplines throughout the hospital to coordinate services for patient

DCS – Direct Care Specialist; under the direction of a RN, functions as a part of the direct care team to provide direct care assistance for developmentally disabled patients which includes medical care and behavioral support plan implementation. Responsible for the direct supervision of their assigned patient(s) and performs patient activities to include but not limited to: personal hygiene, dressing, assisting with feeding, bathing, toileting, accompanies patients and participates in school, therapies, recreational activities, medical appointments, and field trips

DMZ – is a physical or logical subnetwork that contains and exposes an organization’s external-facing services to a larger and untrusted

network, usually the Internet while isolating internal services

ICD-9 – International Classification of Diseases, 9th edition, Clinical Modification

ICD-10 – International Classification of Diseases, 10th edition, Clinical Modification

HIPAA – The Health Insurance Portability and Accountability Act of 1996, enacted August 21, 1996

HIE – Health Information Exchanges are the transmission of healthcare-related data among facilities, health information organizations and government agencies, according to national standards for interoperability, security and confidentiality

HIS - Health Information Systems refer to any system that captures, stores, manages or transmits information related to the health of individuals or the activities of organizations that work within the health sector

OSIIS – Oklahoma State Immunization Information System is a statewide immunization registry operated by the Oklahoma State Department of Health, designed to collect and maintain accurate, complete, and current immunization records for Oklahomans

HL7 – Health Level 7 refers to a set of international standards for transfer of clinical and administrative data between software applications used by various healthcare providers

HL7 – CCD - Continuity of Care Document is a document standard developed by Health Level 7

HL7 – CDA - Clinical Document Architecture markup standard developed by Health Level 7 that defines the structure of certain medical records

NDC – The National Drug Code is a unique product identifier used in the United States for drugs intended for human use

HITECH – The Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009, enacted February 17, 2009

DISCUS – Dyskinesia Identification System Condensed User Scale; a standardized rating scale to evaluate patients for signs of tardive dyskinesia.

ADLs – Activities of Daily Living which include but are not limited to the following: hygiene and grooming, toileting, homemaking, dressing, eating and drinking, sleep hygiene, activities to maintain health, functional mobility, use of assistive technology, use of services, money management, and shopping

PT – Physical Therapy or Physical Therapist; physical therapy is a discipline of rehabilitative health that uses specially designed exercises and equipment to help patients develop, improve, sustain or restore physical abilities

OT – Occupational Therapy or Occupational Therapist; occupational therapy is a discipline of rehabilitative health that encourages the rehabilitation of patients through the performance of Activities of Daily Living (ADLs) in an effort to develop, improve, sustain, or restore independence

DSM-V – The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition

MAR – Medication Administration Record is the report that serves as a legal record of the drugs administered to a patient at a facility by a health care professional

E-SCRIPT – The National Council for Prescription Drug Programs SCRIPT Standard for transmitting prescription information electronically between prescribers, pharmacies, payers, and other entities for new prescriptions, changes of prescriptions, prescription refill requests, prescription fill status notifications, cancellation notifications, relaying of medication history, transactions for long-term care, electronic prior authorization and other transactions

BMI – Body Mass Index; a calculation that uses height and weight to estimate the amount of body fat on an individual

BSP – Behavior Support Plan is a plan that assists patients in building positive behaviors to replace or reduce challenging behavior(s). This plan may include teaching, improved communication, increasing relationships, using clinical interventions, instructions for direct care staff, etc.

OCR – Optical character recognition is the mechanical or electronic conversion of images of typed, handwritten or printed text into machine-encoded text

LOINC – Logical Observation Identifiers Names and Codes is a database and universal standard for identifying medical laboratory observations

SNOMED CT – Systematized Nomenclature of Medicine Clinical Terms is a standardized, multilingual vocabulary of clinical terminology that is used by physicians and other health care providers for the electronic exchange of clinical health information

RXNorm – a non-proprietary drug vocabulary maintained and distributed by the National Library of Medicine

I.2. Attachment 2 – Data Conversion Table

Description	Type	Columns	Rows
Collection Letter Master File	Collection letter for past due	10	28
PATIENT COLLECTION NOTES AUXILIARY FILE	Collection notes for accounts	15	8201
REBILL CYCLE SUMMARY FILE	Collection rebill data	133	78892
REBILL CHARGE HISTORY FILE	Collection rebill data	70	420107
REBILL INSURANCE BENEFITS FILE	Collection rebill data	195	24729
PATIENT COLLECTION NOTES MASTER FILE	Collection status for accounts	19	58968
FINANCIAL STATISTICS PHYSICAL FILE	Financial statistics by dept/item	59	41349
FINANCIAL STATISTICS REPORT DEFINATION FILE	Financial statistics definition labels	23	25
GUARANTOR AUXILIARY DATA PHYSICAL FILE	Guarantor demographic data	25	436
GUARANTOR MASTER PHYSICAL FILE	Guarantor financial data	41	2890
A/D/R HISTORY PHYSICAL FILE	Patient a/r data	17	103205
A/D/R HISTORY PHYSICAL FILE	Patient a/r data	17	103147
A/R Detail File	Patient a/r data	90	262251
A/R Detail File	Patient a/r data	93	122
A/R Summary File	Patient a/r data	132	78922

PERSON PREVIOUS ADDRESS FILE	Patient address data	18	2965
PERMANENT ADDRESS AUXILIARY DATA FILE	Patient address data	17	8520
ROOM AND BED PHYSICAL FILE	Patient and room data	23	102
CENSUS STATISTICS PHYSICAL	Patient census information	226	1214
CENSUS STATISTICS PHYSICAL	Patient census information	226	1839
CENSUS STATISTICS PHYSICAL	Patient census information	213	1839
Collection Follow-up Physical File	Patient collection information	24	12021
EMERGENCY CONTACT AUXILIARY DATA FILE	Patient contact data	15	2251
NEAREST RELATIVE AUXILIARY DATA FILE	Patient demo data	15	2617
PATIENT DIAGNOSIS INFORMATION	Patient diag data	16	134516
PATIENT EMPLOYER AUXILIARY DATA FILE	Patient guardian employer data	26	482
SPOUSE AUXILIARY DATA FILE	Patient guardian spouse data	14	893
INSURANCE BENEFITS FILE	Patient insurance data	194	168677
MASTER PATIENT VISIT DATA FILE	Patient LOA data	46	106548
PATIENT AUXILIARY DATA FILE	Patient LOA data	16	1031
PATIENT ACCOUNTS PHYSICAL FILE	Patient main data	341	74067
PATIENT DEMOGRAPHICS FILE	Patient main demo data	60	10018
MEDICAL RECORDS ABSTRACTS PHYSICAL FILE	Patient medrec data	299	85463
PREVIOUS NAME FILE	Patient name data	12	1054
NS AND BED ACCOMMODATION MASTER FILE	Patient nurse station and bed data	10	431
OUT PATIENT VISIT AUXILIARY FILE	Patient outpatient visits	11	78333
O/P THERAPY VISITS PHYSICAL FILE	Patient outpatient visits	9	68510
PERSON MASTER FILE	Patient to ID demo data	61	12201
COLLECTION ACTION CODE TABLE FILE	System data	13	21
PHYSICAL NURSING STATION FILE	System data	40	7
CHARGE DESCRIPTION PHYSICAL FILE	System data	139	2522
INSURANCE COMPANY MASTER FILE	System data	28	180
PROCEDURE/DIAGNOSIS MASTER PF	System data	28	21542
INSURANCE PLAN MASTER	System data	203	421
DOCTOR MASTER FILE	System data	93	997
PHYSICAL CPT-4 MASTER FILE	System data	15	22071
INSURANCE BILLING CODE TABLE FILE	System data	26	184
COLLECTION AGENCY TABLE FILE	System data	29	14
CLINIC CODE TABLE FILE	System data	35	45
PHYSICAL COUNTY CODE TABLE FILE	System data	9	156

DISCHARGE CODE TABLE FILE	System data	30	19
DEPARTMENT TABLE FILE	System data	27	60
DOCTOR SPECIALTY CODE TABLE FILE	System data	12	47
DIET CODE TABLE FILE	System data	9	62
ETHNICITY CODE TABLE FILE	System data	10	7
FINANCIAL CLASS TABLE FILE	System data	115	37
MARITAL STATUS CODE TABLE FILE	System data	12	13
NORMALIZED REASON CODE TABLE	System data	14	9
OCCURRENCE CODE TABLE FILE	System data	12	23
OCCURRENCE SPAN CODE TABLE FILE	System data	12	8
PHYSICAL PRO APPROVAL INDICATOR TABLE FILE	System data	11	9
PAYMENT TYPE CODE TABLE FILE	System data	12	4
PRIORITY CODE TABLE FILE	System data	11	7
RACE CODE TABLE FILE	System data	14	13
PATIENT RELATIONSHIP TO INSURED CODE TABLE	System data	12	39
RELIGION CODE TABLE FILE	System data	9	67
PATIENT REP. TABLE FILE	System data	13	11
PAYMENT REASON CODE TABLE FILE	System data	9	9
PHYSICAL STATE/ZIP CODE TABLE	System data	15	105
REASON FOR TRANSFER TABLE FILE	System data	9	8

I.3. Attachment 3 – HIPAA Business Associate Agreement

ARTICLE 1

Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Information Portability and Accountability Act of 1996, codified as 42 U.S.C. § 1320d (“HIPPA”), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (the “HITECH” Act), and any current and future regulations promulgated under HIPPA or HITECH.

1.1 “Breach” shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (“HIPPA Privacy Regulations”) which compromises the security or privacy of Protected Health Information (“PHI”).

“Breach” shall not include:

(a) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Regulations; or

(b) Any inadvertent disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to access PHI at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations; or

(c) A disclosure of PHI where Covered Entity or Business Associates has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

1.2 "Designated Record Set" means a group of records maintained by or for a Covered Entity that is (a) the medical and billing records about individuals maintained by or for a covered healthcare provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (c) information used in whole or in part by or for the Covered Entity to make decisions about Individuals.

1.3 "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined by the HIPPA Security Regulations.

1.4 "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "HIPPA Privacy Regulations" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

1.6 "HIPPA Security Regulations" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and subparts A and C of part 164.

1.7 "HITECH Standards" means the privacy, security and security breach notification provisions applicable to a Business Associates under subtitle D of the HITECH Act and any regulations promulgated thereunder.

1.8 "Individually Identifiable Information" means information that is a subset of health information, including demographic information collected from an individual, and:

(a) is created or received by a health care provider, health plan, employer or health care clearinghouse; and

(b) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to and individual; or the past, present or future payment for the provisions of health care to an individual; and:

(i) that identifies the individual; or

(ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.9 "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 C.F. R. § 160.103 (as amended by the HITECH Act), limited to the information created or received by Business Associate from or on behalf of Covered Entity including, but not limited to Electronic PHI.

1.10 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

1.11 "Unsecured Protected Health Information" shall mean Electronic PHI that is not secured through the use of technology or methodology specified by the Secretary in regulations or as otherwise defined in section 13402(h) of the HITECH Act.

ARTICLE 2

Obligations of Business Associate

2.1 Limited Use or Disclosure of PHI. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. Business Associate may (1) use and disclose PHI to perform the services agreed to by the Parties; (2) use or disclose PHI for the proper management and administration of Business Associate or in accordance with its legal responsibilities; (3) use PHI to provide data aggregation services relating to health care operations of Covered Entity; (4) use or disclose PHI to report violations of the law to law enforcement; or (5) use PHI to create de-identified information consistent with the standards set forth at 45 C.F. R. § 164.514. Business Associate will not sell PHI or use or disclose PHI for marketing or fund raising purposes as set forth in the HITECH Act.

2.2 Subcontractors. Business Associate agrees to require any subcontractor to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, to agree to the same restrictions and conditions that apply throughout this Agreement to Business Associate with respect to such information.

2.3 Safeguards. Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI not permitted by this Agreement.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

2.5 Notice of Use or Disclosure, Security Incident or Breach.

(a) Business Associate agrees to notify the designed Privacy Officer of the Covered Entity of any use or disclosure of PHI by Business Associate not permitted by this Agreement, any security incident (as defined in 45 C.F.R. § 164.304) involving electronic PHI, and any breach of unsecured PHI without unreasonable delay, but in no case more than thirty (30) days following discovery of the breach. Business Associate shall provide the following information in such notice to Covered Entity:

(i) the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach;

(ii) a description of the nature of the Breach including the types of unsecured PHI that were involved, the date of the breach and the date of discovery;

(iii) a description of the type of Unsecured PHI acquired, accessed, used or disclosed in the breach (e.g., full name, social security

number, date of birth, etc.);

(iv) the identity of the person who made and who received (if known) the unauthorized acquisition, access, use or disclosure;

(v) a description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and

(vi) any other details necessary for Covered Entity to assess risk of harm to individual(s), including identification of each individual whose unsecured PHI has been breached and steps such individuals should take to protect themselves.

(b) Covered Entity will be responsible for providing notification to Individuals whose unsecured PHI has been disclosed, as well as the Secretary and the media, as required by HITECH Act.

(c) Business Associate agrees to establish procedures to investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

(d) The Parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted unsuccessful security incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI.

2.6 Access. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably requested by Covered Entity, to PHI in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual. Business Associate may charge Covered Entity or individual for the actual labor cost involved in providing such access.

2.7 Amendments. Business Associate agrees to make any amendment(s) to PHI in a designated record set that the Covered Entity directs or agrees, upon request of Covered Entity or an individual.

2.8 Disclosure of Practices, Books and Records. Business Associate agrees to make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary in a time and manner designated by the Covered Entity or Secretary, for the purposes of the Secretary in determining the parties' compliance with HIPAA, the HITECH Act and corresponding regulations.

2.9 Accounting. Business Associate agrees to provide to Covered Entity an accounting of electronic PHI disclosures made by Business Associate, including disclosures made for treatment, payment or health care operations. The accounting of electronic PHI shall be made within a reasonable amount of time upon receipt of a request from Covered Entity.

2.10 Security of Electronic PHI. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; (2) ensure that any agent, including subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to the Covered Entity any security incidents of which it becomes aware.

2.11 Minimum Necessary. Business Associate agrees to limit its uses and disclosures of, and requests for, PHI (a) when practical, to the information making up a limited data set; and (b) in all other cases subject to the requirements of 45 C.F.R. § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

2.12 Permitted Uses and Disclosures. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate HIPAA or the HITECH Act if done by the Covered Entity.

ARTICLE 3

Obligations of Covered Entity

3.1 Notice of Privacy Practices of Covered Entity. Covered Entity shall provide Business Associate with the notice of privacy practices (see attached) that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

3.2 Restrictions in Use of PHI. Covered Entity shall notify Business Associate of any changes to restrictions on the use or disclosure of PHI to which Covered Entity has agreed, to the extent that such restrictions may affect Business Associate's use or disclosure of PHI.

3.3 Changes in the Use of PHI. Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent such changes or revocation affects Business Associate's use or disclosure of PHI.

ARTICLE 4

Term and Termination

4.1 Term. The Term of this Agreement shall be the same as the principal contract to which this Agreement is attached as an appendix.

4.2 Termination for Cause. Upon either Party's determination that the other Party has committed a violation or material breach of this Agreement, the non-breaching Party may take one of the following steps:

(a) Provide an opportunity for the breaching Party to cure the breach or end the violation, and if the breaching Party does not cure the breach or end the violation within a reasonable time, terminate this Agreement;

(b) Immediately terminate this Agreement if the other Party has committed a material breach of this Agreement and cure of the material breach is not possible; or

(c) If either cure nor termination is feasible, elect to continue this Agreement and report the violation or material breach to the Secretary in accordance with the requirements set forth in the HITECH Act.

4.3 Effect of Termination.

(a) Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Business Associate maintains such PHI.

Signature: _____

Title: _____

Date: _____