



**STATE OF GEORGIA**  
Department of Community Health

**REQUEST FOR PROPOSALS**  
**For**  
**Advertising and Public Relations**  
**Services**  
**For**  
**Health Information Technology (HIT)**

**RFP Number: DCH-HIT-02**

For all questions about this RFP,  
please contact the Issuing Officer  
identified in Section 1.3.

**RELEASED ON:**  
**September 9, 2011**

**DUE ON:**  
**September 20, 2011**

**2:00 PM**

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## **1.0 INTRODUCTION**

### **1.1 Purpose of Procurement**

The Successful Offeror in this procurement will work as a collaborative partner with the Georgia Department of Community Health (DCH) and its associated partners in the development, implementation, management and evaluation of a statewide awareness and social marketing campaign in support of its initiative to address health information technology in Georgia. The selected firm will provide value to DCH based on their innovative and creative problem-solving, industry/market experience, skillful use of both traditional and interactive marketing, excellent customer service, timely reporting and fiscal responsibility.

Please see Description of Requirements, Section 3.0, for specific details about the work to be performed pursuant to this RFP.

### **1.2 Overview Of Procurement Process**

The category of services requested in this Request for Proposal, 91503, Advertising/Public Relations, are exempt from procurement per Chapter 1, Section 1.2.4 Exempt Goods/Services by NIGP Code, of the Georgia Department of Administrative Services Georgia Procurement Manual. However, due to the complex nature of this project, DCH has decided to conduct an internal procurement to ensure that DCH has obtained the best value for the services required. This procurement shall be a negotiated, solution-based procurement. Offeror's proposals will be evaluated using the numerical method to determine the best value for the State in this procurement.

**Please Note:** DCH has identified five (5) Mandatory Requirements for this procurement. Offerors must meet all five Mandatory Requirements in order to be considered for evaluation.

**The Five Mandatory Requirements are:**

- 1.2.1 Offeror's Company, or a principal member of the Company/bidding team, must have a minimum of eight years advertising and public relations experience, with a minimum of three (3) years experience with large health care marketing projects (greater than \$500,000 per project for a single client), market and user research, user persona development, brand image development, user experience and digital interactive marketing;
- 1.2.2 Offeror must agree to furnish a Payment Bond to secure payment of all claims for materials furnished and/or labor performed by a subcontractor in the event one or more subcontractors are utilized by the awarded Offeror in performance of the project and must comply with all requirements identified in paragraph 6.13 of the RFP;
- 1.2.3 Offeror must furnish and maintain all required insurance identified in paragraph 6.12 of the RFP;

- 1.2.4 Offeror must execute and submit a Proposal Certificate (contained at Appendix A to this RFP); and
- 1.2.5 Offeror must be located within two hours traveling time of metropolitan Atlanta, Georgia in order to meet with the HIT staff as required.

Offerors will indicate their ability to meet these mandatory requirements by completing Appendix C to this RFP, Mandatory Requirements Form.

**Potential Offerors should note that the DCH reserves the right to withdraw or cancel this procurement at any time prior to the issuance of a Notice of Award.**

### **1.3 Issuing Officer**

The Issuing Officer for this Procurement is:

Mr. Barry Shepard  
Email: [bshepard@dch.ga.gov](mailto:bshepard@dch.ga.gov)

### **1.4 RFP Questions and Answers**

- 1.4.1 All offeror questions regarding this RFP shall be directed to the Issuing Officer named herein via email. Written questions must be received by the date and time specified in paragraph 1.6, Schedule of Events. No questions other than written will be accepted.
- 1.4.2 All questions about this RFP must be submitted in the following format:  
  
Company Name  
Question #1 *Question, Citation of relevant section of the RFP*  
Question #2 *Question, Citation of relevant section of the RFP*
- 1.4.3 An Addendum to the RFP with the answers to written questions will be available only on the DCH website in accordance with the timeframes indicated in Section 1.6, Schedule of Events. No response other than written will be binding upon the State.
- 1.4.4 Any questions received after the deadline for written questions may or may not be answered by DCH. Any additional questions answered will be posted to the website where the RFP document is located in the form of an Addendum.  
**Offerors are reminded and encouraged to check this website daily for any changes to the RFP.**

### **1.5 Restrictions on Communications with State Staff**

From the issue date of this RFP until a successful Offeror is selected and the selection is announced, Offerors are not allowed to communicate, for any reason, with any State staff

regarding this particular procurement, except through the Issuing Officer named herein. For violation of this provision, the DCH shall reserve the right to reject the proposal of the offending Offeror.

**1.6 Schedule of Events**

<b>Description</b>	<b>Date</b>	<b>Time</b>
Release of RFP	9/9/11	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.3.	9/13/11	5:00 p.m. ET
Responses to Written Questions	9/15/11	5:00 p.m. ET
Proposals Due/Close Date and Time	9/20/11	2:00 p.m. ET
Evaluations	9/22-26/11	
Demonstrations	9/28-30/11	
Proposal Evaluation Completed (on or about)	9/30/11	N/A
Notice of Award [NOA] (on or about)	10/06/11	N/A

**1.7 Contract Term**

The initial term of the contract shall be from the date of award until the end of the State’s current fiscal year, June 30, 2012. The State’s fiscal year is from July 1<sup>st</sup> through June 30<sup>th</sup>. DCH shall have two (2) options to renew the contract for up to one (1) fiscal year each, which options shall be exercisable at the sole discretion of DCH. The contract may be amended in writing from time to time by mutual consent of the parties.

**1.8 Acronyms and Definitions**

Please see Appendix M, Acronyms and Definitions.

**2.0 BACKGROUND**

The Georgia Department of Community Health (DCH) was created in 1999 with the responsibility for insuring over two million people in the state of Georgia to maximize the State’s health care purchasing power and to coordinate health planning for State agencies. DCH is designated as the “single State agency” for the administration of the Medicaid program under Title XIX of the Social Security Act.

The Office of Health Information Technology (OHIT) within DCH is responsible for leading the strategic efforts of the state of Georgia for health information technology adoption and health information exchange use to improve health care delivery for patients and increased efficiencies for providers.

DCH's responsibilities for health information technology include:

- Development of Georgia's HIT Multi-year Strategic Plans;
- Implementation of Georgia's strategic initiatives for health information technology adoption and increased health information exchange use; and
- Accomplishing the vision of the Governor's Executive Orders to establish a statewide strategy to enable health information to be readily available and transparent.

Georgia's goals for health information technology include:

- Build stakeholder awareness and trust of electronic health information;
- Produce a low cost, open, scalable and interoperable statewide infrastructure enabling any Georgia provider to achieve S1-3 of MU (i.e., Stages 1 – 3 of Meaningful Use), including compliance with national and state health IT standards;
- Build specific clinical exchanges and applications to alleviate health disparities and raise the overall health quality in Georgia;
- Safeguard the privacy and security of health information;
- Build awareness of and participation in Georgia's Medicaid EHR Incentives Program;
- Ensure sustainability through revenue generation and cost containment;
- Put the patient at the center of everything; and
- Monitor and evaluate health IT progress and outcomes.

Among Georgia's key HIT initiatives, Georgia Medicaid is participating in the Centers for Medicare and Medicaid Services' (CMS) Electronic Health Records (EHR) Incentive Program. This Program will provide incentive payments to Eligible Professionals and Eligible Hospitals including critical access hospitals (CAHs) and children's hospitals, as they adopt, implement, upgrade or demonstrate meaningful use of certified EHR technology.

In collaboration with the Georgia Health Information Exchange, Inc. (GHIE), a non-profit 501(c)(3) corporation, and the Georgia Health Information Technology Regional Extension Center (GA-HITREC), DCH is leading the development of the Georgia statewide Health Information Exchange (HIE). Georgia's mission is to provide an HIE that is trusted and valued by all stakeholders such as medical providers, health systems, clinics, health plans, patients, employers, medical laboratories, and pharmacies, in order to improve health care coordination, eliminate inefficiencies, and create a solid foundation for long-term financial sustainability. DCH is focused on a phased implementation of exchange capabilities throughout the existing networks as well as for those providers unable to currently transmit or retrieve secure information. This flexible approach will accommodate the planned hybrid federated data model that builds upon accepted standards for data representation, exchange, privacy, and security. When fully developed, the statewide HIE architecture will be capable of connecting more than 150 acute care hospitals and 2,000 physician practices throughout Georgia, as well as other participants, such as health plans and employers.

Georgia presents a two-part approach to developing the statewide Health Information Exchange:

1. Georgia will operate under the *Orchestrator* HIE model to enable meaningful use by connecting local exchange activities with a thin layer of statewide infrastructure. This model will:

- Knit local/regional HIEs into a statewide fabric by using common technology and policy framework;
- Utilize a “fill-in-the-gaps” approach to provide services to under-served and unserved participants; and
- Leverage existing regional HIT investments and initiatives.

2. **Georgia will** produce a *trust architecture* driven by requirements based on national HIT standards and other inputs. This architecture will:

- Enable statewide HIE in Georgia that is the **trusted foundation** of services;
- Provide flexible common shared services, policies, and processes; and
- Encourage providers to adopt and use electronic health record technology with the exchange of health information and to expand participation in HIE.

In November of 2010, DCH and the Georgia Cancer Coalition (GCC) partnered to submit a proposal for a U.S. Department of Health and Human Services Challenge Grant to supplement DCH’s Cooperative Agreement. The award was made to DCH and GCC in February 2011. The purpose of this Challenge Grant is to create a Consumer Mediated Health Information Exchange in Rome, Georgia and surrounding areas to connect the Harbin Clinic, Floyd Medical Center, and Redmond Hospital and their cancer patients in order to empower these patients to manage and control medical information, receive test results, communicate treatment options and outcomes, and to convey other pertinent information.

Finally, DCH is also leading the development and implementation of other Medicaid related initiatives such as the conversion and readiness of 5010 and ICD-10 Code Sets, and a new electronic Medicaid Eligibility System. **While these initiatives are not the focus of this RFP, it is important for the Successful Offeror to be aware of these related programs in order to develop an effective HIT campaign.**

#### **Target Audience**

The advertising and public relations outreach activities provided by the Successful Offeror will be directed towards the following stakeholders:

Healthcare providers, including hospitals and physicians

Patients/Consumers

Payors

Employers

And other users of the HIE and/or Medicaid EHR Incentives Program.

## **3.0 DESCRIPTION OF REQUIREMENTS**

### **3.1 Introduction**

DCH has established certain requirements with respect to proposals to be submitted by Offerors: There are five (5) Mandatory Requirements for this Request For Proposal contained at Appendix C to the RFP. Failure to answer “Yes” on any of these requirements will result in no further evaluation of the Offeror’s Technical Proposal.

Whenever the terms "can", "may", "should", "shall", "will", or "is required" are used in the RFP, the specification being referred to is a *highly desirable* requirement of this RFP. Failure to meet any highly desirable requirement **will result in a reduction of the evaluation** of the Offeror's proposal.

### **3.2 Intent of the Procurement**

DCH is seeking the professional services of one Advertising/Public Relations firm (“Successful Offeror”) that offers a full-range of marketing/communications/media and related services, possesses strong health care information technology marketing experience, and has extensive knowledge of and/or experience working with the Medicaid program. This Successful Offeror will assist the DCH, in conjunction with the GHIE, Inc., and the GA-HITREC with developing and implementing an innovative and consumer focused marketing plan and advertising campaigns related to the implementation of the Health Information Exchange (HIE) and Medicaid EHR Incentive Program (MIP) services described in Georgia’s HIE Strategic and Operational Plans and the Georgia State Medicaid Health Information Technology Plan (SMHP). Links to both plans are contained at Appendix N, Reference Material, to this RFP. While these are very distinct initiatives, they are interconnected and target many of the same health care audiences. Therefore, it is essential that we combine our marketing assets and resources to leverage opportunities, both internally here at DCH, as well as externally with our partners and other key stakeholders, to accomplish our goal of establishing a statewide HIE.

### **3.3 Detailed Services Required**

The successful Offeror will provide the following services:

- 3.3.1 Prepare and submit a detailed work plan addressing all aspects of the work to be performed under this Contract, including staffing; project milestone and phases; budgetary controls; timeline of activities; and performance measures.
- 3.3.2 Conduct benchmarking activities and produce findings regarding the use of electronic health information by providers and patients, including but not limited to secure exchange of health data, consumer privacy and security concerns, provider and patient awareness of available technology, and access to health information.
- 3.3.3 Develop a Marketing Communications Plan (MCP) intended to facilitate stakeholders’ understanding and appreciation for the purposes of HIT activities, including but not

limited to HIE, MIP, ICD-10 and the Medicaid Eligibility initiative. The Successful Offeror will assist DCH in gathering and understanding stakeholder feedback in order to clarify and make more effective outbound communications. The Successful Offeror shall provide built-in MCP performance measures to gauge campaign effectiveness.

- 3.3.4 Create brand awareness for Georgia HIT activities through positioning, branding and messaging, targeting providers and consumers within Georgia.
- 3.3.5 Build effective communication strategies promoting adoption, implementation or upgrade and meaningful use of the U.S. Department of Health and Human Services' Office of National Coordinator (ONC) standards for certified electronic health records to providers. Include provider outreach strategies for the Medicaid EHR Incentive Program and statewide health information exchange and its available services.
- 3.3.6 Generate collateral, including but not limited to: logo, tag line, brand, fact sheets, provider FAQs, graphic templates and testimonials, crisis communications, and/or style guides to promote Georgia HIE goals.
- 3.3.7 Develop an interactive digital presence, including but not limited to: website, widgets, videos and e-mail marketing campaigns. **Please Note: DCH is seeking a digital presence, especially with a website that is consumer focused and innovative. Attached to this RFP as Appendix N, Reference Material, is a listing of websites, both federal and private sector that contains the type/examples of website presence that HIT desires. These links to private sector websites are there only as examples, and the Offeror response does not have to be mirror images of these. However, DCH does intend to use and interact with the listed federal sites and Offerors should strive to incorporate links to federal sites and campaign themes within their response.**
- 3.3.8 Develop trade advertising (Traditional, New Media), direct marketing, and use of direct/interactive venues (Conferences, Webinars, etc.) to support Georgia HIE project goals.

### 3.4 Deliverables

The Successful Offeror will provide the following deliverables as identified in this RFP and the resulting contract. The format of each deliverable will be one (1) hard copy original document and an electronic copy that will be provided to the HIT Project Manager who will be introduced at the Project Kickoff meeting after contract award.

- 3.4.1 Work Plan: Contractor shall submit a final, detailed work plan, subject to DCH approval, due to DCH within twenty (20) calendar days after the notice of award. The work plan must address all aspects of the work to be performed as detailed in Section 3.3 of the RFP and the Proposal. At a minimum, the work plan must include:

- 3.4.1.1 Staffing: Staff assigned to the project and contact information;

- 3.4.1.2 Milestones and Phases: A listing and description of key milestones which includes activities and deliverables associated with each milestone, as well as an outline of phases for the project including, but not limited to, planning; discovery & analysis; briefing; and reporting;
- 3.4.1.3 Budgetary controls: An itemization of costs associated with each deliverable and phase of the project;
- 3.4.1.4 Timeline: A projected timeline for all activities; and
- 3.4.1.5 Performance Measures: A specific plan for evaluating the effectiveness of each deliverable.
  
- 3.4.2 Benchmarking and Analysis
  - 3.4.2.1 Activities: Contractor must conduct benchmarking activities, including, but not limited to, primary and secondary user research; qualitative and quantitative analyses; stakeholder interviews; and gathering and preparation of user and influencer information (such as user attitude, behaviors, perceptions, wants and needs) as related to use of health information technology and exchange of health care data. All benchmarking activities must be pre-approved by DCH, including, but not limited to, lists of individuals and groups to be targeted and/or contacted; survey instruments to be used; survey content; interview questions and format, etc.
  - 3.4.2.2. Target Audience: At a minimum, the target audience should include representation from the following groups: physicians, urban/rural hospitals, patients/consumers, health insurance payors, large/small Georgia employers, service area HIEs, and health-related state agencies.
  - 3.4.2.3 Methodology: Contractor must use a common industry-accepted methodology pre-approved by DCH for the benchmarking analysis and must provide details of such methodology in the benchmarking summary report.
  - 3.4.2.4 Reporting: Contractor must submit a draft benchmarking report no later than December 31, 2011, or an alternative date agreed upon by the parties, which must include, at a minimum, all findings (qualitative and quantitative), interview/survey results, strategic implications of findings, and recommendations. The final benchmarking report (addressing all issues and deficiencies raised by DCH regarding the draft) shall be subject to DCH approval and must be submitted within fifteen (15) calendar days of receipt of DCH feedback from the draft benchmarking report.
  
- 3.4.3 Marketing Communications Plan
  - 3.4.3.1 Contractor shall develop and submit a high level Marketing Communications Plan (hereinafter “MCP”) based on the Benchmarking and Analysis described in B above to cover a

minimum of two years of implementation of marketing and advertising strategies.

- 3.4.3.2 At a minimum, the MCP must include situation analysis, research (i.e., highlights from the Benchmarking and Analysis & any secondary research); target markets; products/services; other states/competitive look; plan objectives (i.e., creating and sustaining awareness, etc.); strategies & tactics; budgets; performance measures; flowcharts (i.e., timelines), etc. Sub-plans for each recommended component should be developed and may include, but not be limited to: traditional and interactive advertising; promotion; special events; direct marketing; public/media relations; plus sales (i.e. direct, indirect, process, etc.). The MCP must address items 3.3.3, 3.3.4, 3.3.5, 3.3.6, and 3.3.8 of the RFP Section 3.3, Detailed Services Required.
- 3.4.3.3 The draft MCP shall be submitted to DCH for feedback within thirty (30) days of approval of the final benchmarking report. The final MCP (addressing all issues and deficiencies raised by DCH regarding the draft) shall be subject to DCH approval and must be submitted within fifteen (15) calendar days of receipt of DCH feedback from the draft MCP.

#### 3.4.4 Interactive Digital Presence

- 3.4.4.1 Contractor shall implement a detailed digital (interactive) marketing/media strategy, as described in the final MCP, including, but not limited to: digital media planning and buying activities; email marketing; website development; digital branding; online marketing and advertising; social media campaign; search marketing; and use of video, mobile and emerging technologies. All marketing products and materials associated with the work performed under this Contract must be pre-approved by DCH prior to use.
- 3.4.4.2 Contractor shall produce digital media plan components, including a fully operational website, approved by DCH within fifteen (15) calendar days of DCH approval of the final MCP or an alternative date agreed to by both parties. Once operational, the website shall be maintained by Contractor for the full life of the Contract.

#### **Deliverable Review/Approval**

DCH reserves the right to reject any deliverable that is not in the proper format or does not appear to completely address the function of the deliverable requirement.

The Offeror shall include at least five (5) business days in the project work plan per deliverable for DCH staff to conduct a complete review of submitted deliverables. As the Vendor provides deliverables, in both written and electronic format, DCH will review the materials or documents within five (5) business days after the receipt date. The receipt

date is not counted as one (1) of the five (5) business days. All deliverables provided by the Successful Offeror must be acknowledged in writing by DCH to be considered received. Based on the review, the DCH may grant approval, reject all or part of the deliverable, or request that the contractor make revisions. Additional review periods may be needed when revisions are required or deliverables are rejected.

If the material or document is determined to be in noncompliance or inaccurate, DCH will send written notification to the Vendor's Project Manager outlining the reason(s) for the determination. The Successful Offeror, **at no additional expense to DCH**, will bring work determined by DCH to be in non-compliance or inaccurate into conformance within five (5) business days of notice and resubmit the deliverable to DCH.

### **3.5 Office Space and Support**

Office space and equipment will not be provided for the successful Offeror by DCH for the performance of this project.

## **4.0 PROPOSAL SUBMISSION**

### **4.1 Economy of Presentation**

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Offerors follow the format and instructions contained herein. **Offerors shall not use the DCH logo or the state of Georgia's logo in their proposals.**

### **4.2 Required Organization of Offeror Proposals**

An Offeror's proposal in response to this RFP shall include the following three (3) separate packages, each labeled accordingly:

#### **Part 1, Administrative Documents:**

Signed Appendix A, Proposal Certification  
Signed Appendix B, Company Contact Form  
Signed Appendix C, Mandatory Requirement Acknowledgement Sheet  
Signed copies of Appendixes G- L to RFP  
Signed Addenda Document(s) (if any) to the RFP

#### **Part 2, Technical Proposal**

Offeror's responses to Sections 3 and 4 to the RFP along with Contract document and any exceptions to the Terms and Conditions. **Please see paragraph 4.3.1 below for specific requirements.**

#### **Part 3, Cost Proposal**

Appendix D, Cost Proposal sheet. **Please use only the Cost Sheet provided with the RFP. Any others provided will not be evaluated.**

### **4.3 Submission of Proposals**

Proposals must be identified on the outside of the package as follows:

Name of Company  
Point of Contact for Company  
Email address and Phone Number  
RFP# DCH-HIT-02

**Any proposal received after the opening date and time WILL BE rejected.**

Submit all proposals to:

Mr. Barry Shepard  
Office of Procurement Services  
Georgia Department of Community Health  
2 Peachtree St., NW, 35<sup>th</sup> Floor  
Atlanta, GA 30303

#### **4.3.1 Technical Proposal**

An original hard copy document labeled “Original” and five (5) hard copies and 1 copy on CD-ROM are required. The Technical Proposal shall include the following **labeled** sections:

- Letter of Introduction;
- Executive Summary;
- Offeror's Background and Experience;
- Plan and Approach to Project
- Contract with any exceptions to the Terms and Conditions of the Contract.

**Offerors should NOT include any pricing information related to their Cost Proposal in the Technical Proposal.**

##### **4.3.1.1 LETTER OF INTRODUCTION**

A brief (no longer than one (1) page) introduction of your company to the evaluators. Please include information on years of business and the location of offices which would be supporting this project.

##### **4.3.1.2 EXECUTIVE SUMMARY**

The executive summary will condense and highlight the contents of the Technical Proposal in such a way as to provide the proposal evaluators with a broad understanding of the entire proposal. **The executive summary may be no longer than two (2) pages, single spaced.**

##### **4.3.1.3 OFFEROR'S BACKGROUND AND EXPERIENCE**

This section shall contain all pertinent information relating to the Offeror's organization, proposed project organization and staffing, and experience, and references which will serve to substantiate the Offeror's qualifications and capabilities to perform the services required by the RFP. This section will consist of five (5) subsections:

- General Business Information;
- Proposed Organization with Staffing Diagram;
- Health Information Technology Advertising Marketing Experience;
- Samples of previous projects; and

- References

Items to be included in each of these subsections are identified in the following paragraphs.

#### **4.3.1.3.1 General Business Information**

The Offeror must indicate the name, address, telephone number, email address, FAX number, and Employer Identification Number (EIN) of the legal entity with which the contract is to be written.

##### Legal Status of Company

The Offeror must indicate the legal status of the company (for example, corporation, sole proprietorship, partnership) and provide documentation of the legal status of the Offeror, such as Corporate Certificate, Authorization to Conduct Business in Georgia, etc. The Offeror must describe and provide a corporate chart reflecting any relationship between the bidding company, parent company, and all subsidiaries, listing for each the officers of the company.

##### Previous Contract Termination

Termination for default is defined as notice to stop performance delivered to the Offeror due to the Offeror's non-performance or poor performance. Indicate whether the Offeror or any principal officers of the company have had a contract terminated for default within the last five years. If the Offeror has had a contract terminated for default in this period, then the Offeror must submit full details including the other party's name, address and telephone number, and the ultimate resolution of the matter (including the outcome of any litigation).

##### Financial Information

DCH is concerned about Offerors' financial capability to perform. Therefore, please provide sufficient data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary and Offerors do not wish such information to be part of the public record under the Georgia Open Records Act, the DCH reserves the right to perform additional due diligence in this area, at the sole discretion of DCH, prior to award of any contract. **Please provide one copy of your most recent independent financial audit report.**

#### **4.3.1.3.2 Proposed Project Organization**

The Offeror will submit a proposed organization chart to accomplish the project along with identifying key personnel for the project. The Offeror will submit resumes of key personnel along with the organization chart. For this project DCH is requesting that the Offeror's proposed team have within its organization or access through partnering/subcontracting, at least one senior staff member who possesses at a minimum a Bachelor's level degree in a related field such as Human Computer Interaction, Human Factor or Cognitive Sciences and a minimum of three

years experience in the field of this degree. Any changes to the proposed team for this project must be approved by DCH prior to the substitution of key staff.

#### **4.3.1.3.3 Health Information Technology Advertising/Public Relations Experience**

The Offeror will provide details of your company's health information technology advertising public relations experience elaborating on the Mandatory Required experience identified in Appendix C, as well as, all relevant experience to the proposed project. This section should identify all experience with:

- Government projects (State and Federal)
- Commercial organization projects; and
- Other similar project/consulting experience.

#### **4.3.1.3.4 Samples of Previous Work Efforts**

Offeror will submit in the Technical Proposal samples of previous work performed for similar products illustrating their abilities to create logos, brand champions, and/or crisis communications. **Please Note:** all samples submitted will become property of the state of Georgia and can not be returned. Any items submitted will also be available for review upon request by the public, media and competitors.

#### **4.3.1.3.5 References**

The list of references will include all health information technology advertising public relations experience or similar projects currently being performed by the Offeror or completed within the past 3 years. Using the form provided in Appendix F, References, to the RFP, the Offeror shall provide the following information for each reference listed:

- customer name;
- business address of customer;
- name and address of customer contact;
- telephone number of customer contact;
- description of program or similar project performed by the Offeror;
- period of performance; and
- tools used for project.

The references should be listed in descending chronological order.

#### **4.4 Plan and Approach for Project**

This portion of the Offeror's Technical Proposal should include the detailed discussion of the following items of their program:

- Description of approach, which will fully address each requirement identified in Section 3.3, Detailed Services Required, and Section 3.4, Deliverables;
- Proposed methodology for benchmarking performance;
- A proposed work plan for the project, which meets the stated deliverables and deadlines of the State identified in section 3.4, Deliverables.

**PLEASE NOTE: Offerors MUST NOT submit any budget/cost information concerning the Work Plan or MCP activities (3.4.1.3 and 3.4.3.2) with the Work Plan (above) to be submitted as a part of their Technical Proposal. Please identify the steps/methodology necessary to accomplish these processes in your Technical Proposal. Actual budget figures /costs will be presented as required in the Deliverable after award only.**

#### **4.5 Contract**

The Contract document along with any exceptions to the contract must be submitted with the Technical Proposal. **Any Exceptions to the Contract must be clearly labeled “Contract Exceptions” in the document.**

#### **4.6 Cost Proposal (Appendix D)**

The hard copy Cost Proposal Sheet, Appendix D, to this RFP must be packaged separately and include finance information pertinent to the proposed project. An **original** hard copy document labeled “original” and **two (2) copies** of the Cost Proposal are required along with one (1) copy on a CD-ROM.

## 5.0 EVALUATION CRITERIA AND PROCESS

### 5.1 Overview

A comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort will be conducted.

Proposals will be accepted in three (3) separate sealed parts: an Administrative Part; a **Technical Proposal** and a **Cost Proposal**. Upon completion of the Administrative Review by the Issuing Officer, the Technical Proposals will be evaluated first, while the Cost Proposals remain sealed.

Award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous, bringing “best value” to the State, taking into account all evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. DCH reserves the right to reject any and all proposals submitted in response to this request.

The evaluation will be conducted in four phases:

- Phase 1 - Evaluation of Administrative and Mandatory Requirements-Pass/ Fail;
- Phase 2 – Numerical Evaluation of Technical Proposals and Oral Presentations;
- Phase 3 - Numerical Evaluation of Cost Proposals; and
- Phase 4 - Ranking of Proposals.

### 5.2 Evaluation Organization

An Evaluation Committee made up of State employees will be established to judge the merit of the proposals according to the following criteria. There is a maximum of one thousand (1000) points possible for each proposal (600 Technical, 400 Cost). The contract awarded under this RFP will be made to the Offeror presenting the best value to the State for this procurement. An explanation of each evaluation Phase follows below.

#### 5.2.1 Phase 1 - Evaluation Of Administrative and Mandatory Requirements

The DCH Issuing Officer will determine if each proposal is sufficiently responsive to the RFP to permit a complete evaluation using a Pass/Fail evaluation.

Each proposal that is incomplete in meeting the administrative and Mandatory requirements identified in Section 4.2, Part 1, **will be declared non-responsive and will be rejected** with no further evaluation.

**Any Offerors’s Proposal that indicates a “NO” response to the five (5) Mandatory Requirements contained at Appendix C, will be deemed “Non-responsive” and further evaluation of their proposal will cease.**

## 5.2.2 Phase 2 - Evaluation Of Technical Proposals

Each proposal will be evaluated to determine if it complies with the instructions and requirements presented to the Offerors listed in Sections 3 and 4 of this RFP.

Corporate reference checks will be made to verify corporate project experience and qualifications in performing health information technology advertising and public relations for both private businesses and government entities.

Any Technical Proposal that is incomplete or in which there are significant inconsistencies or inaccuracies **will result in a low evaluation score of the proposal**. The State reserves the right to waive minor variances or reject any or all proposals. The State reserves the right to request clarifications or communications from all Offerors.

## 5.3 Evaluation Criteria

The evaluation of Technical Proposals will involve the point scoring of each proposal in each of several areas according to established criteria. A maximum of six hundred (600) points will be available for the Technical Proposal. The areas of evaluation are:

Area 1: Offeror's Background and Experience (100 Points)

- General Business Information;
- Proposed Organization with Staffing Diagram;
- Health Information Technology Advertising and Public Relations Experience;
- Sample of previous projects; and
- References

Area 2: Response to Section 4.4 Plan and Approach for Project Requirements (400 Points)

Area 3: Oral Presentations (100 Points)

DCH will invite the top five (5) ranking technical scored Offerors (combined from the scores of areas 1 and 2) to present to the Evaluation Committee a presentation of their proposed solution. This presentation should be comprised of a twenty (20) minute overview level presentation covering the proposed benchmarking capabilities; advertising and public relations; communication strategies concerning meaningful use; and collateral deliverables. The Offeror's proposed innovated digital presence should be presented in **DETAIL** and comprise the majority of the presentation time remaining. Offerors should plan on 1 hour and 45 minutes for the complete session- with 1 hour and 15 minutes of presentation and 30 minutes of questions and answers. **There is to be no cost/pricing information disclosed or discussed in this presentation/demonstration.**

#### **5.4 Assigning Point Value to Technical Proposals**

Six hundred (600) points will be assigned to the Offeror with the highest acceptable Technical Proposal. Points for all other Offerors Technical Proposals will be assigned using the formula:

$$P/H \times 600 = V$$

where: P = technical score of the proposal being adjusted  
H = Original Technical score of highest ranking proposal  
V = assigned points of proposal being adjusted

#### **5.5 Phase 3 - Evaluation Of Cost Proposals**

Those Offeror's whose Technical Proposal receive a minimum of fifty percent (50%) of the available points on the Technical Proposal evaluation (combined of areas 1, 2 and 3) will be considered acceptable and their Cost Proposal will be opened by the DCH Issuing Officer to determine that pricing is consistent with the Technical Proposal. The State reserves the right to waive minor variances in the Cost Proposals or reject any or all Cost Proposals and request resubmission. Offerors receiving less than fifty percent (50%) of the available Technical score points will be declared non-responsive and will not be considered for further evaluation.

A maximum of four hundred (400) points will be assigned to the most acceptable price proposal.

Points for other Offeror Cost Proposals will be assigned using the formula:

$$L/P \times 400 = V$$

where: L = Total Cost of proposal with the lowest cost to the State  
P = Total Cost of the proposal being adjusted  
V = assigned points of proposal being adjusted

#### **5.6 Phase 4 - Ranking Of Proposals**

In Phase 4 of the evaluation process, the points awarded to the Cost Proposal will be added to the points awarded to the respective Technical Proposal to determine the ranking and recommendation of the Evaluation Committee. The ranking and recommendation of this committee, along with pertinent supporting materials, will be conveyed to the Commissioner of DCH for approval.

#### **5.7 Selection**

The Commissioner of DCH will make the final approval of the successful Offeror based upon the determination of which Offeror's proposal presents the "Best Value" to the State. After the recommendation is made, the DCH Issuing Officer will notify the selected Offeror.

Unsuccessful Offerors will be notified in writing. If all proposals are rejected, Offerors will be promptly notified.

## **6.0 TERMS AND CONDITIONS**

### **6.1 RFP Addenda**

DCH reserves the right to amend this RFP prior to the date of proposal submission. Addenda to the RFP will be posted to the DCH Webpage located on the state of Georgia web portal at the same webpage location (Procurement-DCH Bid Opportunities) where the RFP is located; **BIDDERS ARE ENCOURAGED TO CHECK THIS SITE DAILY!**

### **6.2 Proposal Withdrawal**

Prior to the proposal due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Issuing Officer named herein. **All such requests must be signed by a person authorized to sign for the Offeror.**

### **6.3 Cost for Preparing Proposals**

The cost for developing the proposal is the sole responsibility of the Offeror. DCH will not provide reimbursement for such costs.

### **6.4 Contract**

The Contract, which DCH intends to use with the successful Offeror, is Appendix E to this RFP (posted separately at the same location as RFP). Prospective Offerors are urged to carefully read this contract prior to making their offers. The Contract and any exceptions to the Contract must be submitted with Offeror's Technical Proposal. DCH reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of DCH, affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

**By submitting a proposal, each Offeror acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal.** Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another offeror or that will cause a failure to meet a mandatory requirement of the RFP will not be accepted. If there is any question whether a particular contract exception would be permissible, Offeror is strongly encouraged to inquire via written question submitted to the Issuing Officer as specified in Section 1.3.

Prior to award, the apparent winning Offeror will be required to enter into discussions with the DCH to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification. Failure to resolve any contractual issues could lead to rejection of the Offeror's proposal. In such event, DCH reserves the right to proceed to discussions with the second highest scoring Offeror.

**Please Note: The selected Successful Offeror’s contract must be reviewed and approved by the US Department of Health and Human Services’ Office of National Coordinator, prior to the actual beginning of work by the Successful Offeror.**

## **6.5 Payment for Services**

Details regarding payment of services will be finalized during contract negotiations with the Successful Offeror.

## **6.6 Conflict of Interest**

If an Offeror has any existing client relationship(s) that involve the State of Georgia that would prevent their being objective, the Offeror must disclose such relationship(s).

## **6.7 Confidentiality Requirements and Open Records Act**

Offerors are hereby given notice that any and all materials submitted in response to the RFP are subject to the provisions of the Georgia Open Records Act (O.C.G.A. § 50-18-70 *et seq.*). DCH’s receipt, review, evaluation or any other act or omission concerning such information shall not be considered to create an acceptance of any obligation or duty for DCH to prevent the disclosure of any such information except as required by the Georgia Open Records Act.

## **6.8 Minority Business Policy and Tax Incentive**

It is the policy of the State of Georgia that small and minority business enterprises shall have a fair and equal opportunity to participate in the State purchasing process. Therefore, the State of Georgia encourages all small and minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. There is a Minority Subcontractor Georgia Income Tax Incentive opportunity. See Official Code of Georgia Annotated (O.C.G.A.) § 48-7-38. Offerors interested in taking advantage of the Georgia income tax incentives, relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia, should address their questions to the Governor’s Small Business Center Director (see 6.11. for address).

## **6.9 Policy on Drug-Free Workplace**

The Successful Offeror/Contractor will certify to the State that a drug-free workplace will be provided for the Contractor’s employees during the performance of the contract as required by the “Drug-Free Workplace Act” (O.C.G.A. § 50-24-1). The Contractor will secure from any subcontractor hired to work on this project written certification of a drug free workplace and submit a copy to the DCH Contract Administrator.

## 6.10 ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the federal Americans with Disabilities Act in any communications between the public and the State. Accordingly, provisions will be made to make use of the services provided by the Statewide Operations and Support Services of the Department of Administrative Services easier and more accessible if needed. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages for the speech and hearing impaired in strict confidence.

## 6.11 Subcontractor Payments Quarterly Report

On the tenth day of the first month of each calendar quarter, the Contractor shall provide a report of all payments, that together total more than \$5000 to any single subcontractor, supplier, business partner, joint venture and/or agent that the contractor has used to fulfill the requirements of this contract. The report shall provide the name of the business, their Federal Employment Identification (FEI) number, the purchase order or contract number and the amount paid. For example, the report for the first quarter of the calendar year would be provided no later than April 10<sup>th</sup>. All reports shall be forwarded to:

Governor's Small Business Center Director  
Department of Administrative Services  
200 Piedmont Avenue, S.E.  
Suite 1304, West Tower, Floyd Building  
Atlanta, Georgia 30334-9010  
Telephone: (800) 495-0053 or (404) 656-6315  
E-Mail: [DOASOSMB@doas.state.ga.us](mailto:DOASOSMB@doas.state.ga.us)

## 6.12 Insurance Requirements

**Mandatory Requirement.** If awarded a contract, the Offeror shall procure and maintain insurance which shall protect the Offeror and the DCH (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this RFP throughout the duration of the contract. The Offeror shall procure and maintain the insurance policies described below at the Offeror's own expense and shall furnish to the DCH an insurance certificate listing the DCH as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Offeror includes contractual liability coverage applicable to this contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the DCH.

Offeror is required to maintain the following insurance coverage during the term of the contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Awarded Offeror(s) qualifies to pay its own workers compensation claims.) In addition, the Offeror shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:
  - Bodily injury by accident--per employee \$100,000;
  - Bodily injury by disease--per employee \$100,000;
  - Policy limits \$500,000.
  
- 2) Commercial General Liability Policy with the following minimum coverage:
  - General Aggregate including
  - Products and Completed Operations-- \$1,000,000;
  - Each Occurrence-- \$1,000,000;
  - Aggregate Limit-- \$3,000,000.
  
- 3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by the Offeror or Offeror's personnel in the performance of this contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.
  
- 4) Professional Liability Insurance: \$1,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the DCH. Certificates of Insurance showing such coverage to be in force shall be filed with the DCH prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the DCH, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the contract term and any renewal or extension thereof.

**Within ten (10) business days of award, the selected Successful Offeror must procure the required insurance and provide the DCH with two (2) Certificates of Insurance.** Certificates must reference this RFP by number or contract number. Offeror's total cost presented in their Cost Proposal must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

### **6.13 Payment Bond**

**Mandatory Requirement.** The selected Successful Offeror shall be required to furnish a bond to secure payment of all claims for materials furnished and/or labor performed by a subcontractor in the event one or more subcontractors are utilized by the awarded supplier in performance of the project. The payment bond shall be in amount equal to the contract price for the portion of work and/or materials to be performed/provided by the subcontractor(s). The Successful Offeror (s) must (1) receive prior approval from the DCH prior to utilizing the subcontractor and (2) submit the payment bond(s) to the DCH prior to permitting the approved subcontractor(s) to begin work. Payment Bond must remain in effect for life of contract, or as long as subcontractors will be used

on contract. Documentation verifying that the Payment Bond has been renewed at each State Fiscal Year must be submitted to the Issuing Officer no later than 30 Calendar days from the end of the State Fiscal Year.

#### **6.14 Performance Guarantees**

The selected Successful Offeror agrees to comply with all of the terms, conditions and performance standards specified in this RFP, including, but not limited to the Performance Guarantees contained in Appendix O. The Successful Offeror must have processes in place to monitor and self report against all performance standards.

#### **6.15 Liquidated Damages**

In the event that the Successful Offeror fails to meet the terms, conditions or requirements of this Contract and financial damages are difficult or impossible to ascertain exactly, DCH may assess liquidated damages against Contractor based on the performance standards listed in Appendix O. These Performance Guarantees are not intended to be in the nature of a penalty, but as a reasonable, good faith estimate of DCH's projected financial loss and damage resulting from Successful Offeror's noncompliance with contract requirements, including project delays.

#### **6.16 Assessment of Damages**

DCH shall have the right to assess damages based on a determination of the Successful Offeror's success in meeting required performance standards by DCH Vendor Management. If damages can be measured in actual cost, they are referred to as actual damages. If the damages are difficult to measure or cannot be measured in actual cost, they are referred to as liquidated damages. The Successful Offeror must provide evidence, in writing, acceptable to DCH to challenge the reimbursement to the State for actual damages or the amounts set forth as liquidated damages within thirty (30) days.

DCH will notify the contractor in writing of the proposed damage assessment. The amounts due to DCH as actual damages may be deducted from any fees or other compensation payable to the Successful Offeror or DCH may require the Successful Offeror to remit the damages within thirty (30) days following the notice of assessment or resolution of any dispute. At DCH's option, DCH may obtain payment of assessed actual damages through one (1) or more claims upon any irrevocable letter of credit furnished by the Successful Offeror.

#### **6.17 Dispute Resolution Process for Damage Assessments**

DCH expects that any disputes arising under the contract will be approached first through discussions with the Contract Administrator and second through an appeal to the Commissioner of DCH or his or her designee. Legal action should only be initiated if all of these mechanisms fail.

The venue for any formal legal proceeding shall lie in Fulton County, Georgia. Pending final determination of any dispute, the Successful Offeror shall proceed diligently with performance of the contract and in accordance with the direction of DCH.

### **6.18 Payments and Invoices**

Invoices must be submitted to DCH monthly and must include: the Contract Number; Successful Offeror's tax identification number; and an itemization of all activities and deliverables being billed with amounts owed as to each deliverable. DCH will pay the invoice within thirty (30) calendar days of receipt, upon approval of deliverables and the invoice by the DCH Program Director.

All payments will be NET 30. Additionally, the Offeror should be able to accept electronic fund transfer (EFT).

### **6.19 Corrective Action**

Should DCH determine that Successful Offeror is in non-compliance with the terms and requirements of the Contract, it shall have the right to request a Corrective Action Plan as described in Section 15 of the Contract.

### **6.20 Audit**

DCH may conduct a financial audit, a programmatic audit and/or site visits as deemed necessary and as specified in the Contract.

## **APPENDICES**

APPENDIX A	PROPOSAL CERTIFICATION
APPENDIX B	OFFEROR CONTACT INFORMATION
APPENDIX C	ACKNOWLEDGEMENT OF MANDATORY REQUIREMENTS
APPENDIX D	COST PROPOSAL
APPENDIX E	SHELL CONTRACT
APPENDIX F	REFERENCES
APPENDIX G	SMALL AND MINORITY BUSINESS FORM
APPENDIX H	SALES AND USE TAX COMPLIANCE
APPENDIX I	STATEMENT OF ETHICS
APPENDIX J	DCH ETHICS IN PROCUREMENT POLICY
APPENDIX K	BUSINESS ASSOCIATE AGREEMENT
APPENDIX L	OFFEROR AFFIRMATION OF STANDARD INSURANCE REQUIREMENTS
APPENDIX M	ACRONYMS AND DEFINITIONS
APPENDIX N	REFERENCE MATERIAL
APPENDIX O	PERFORMANCE GUARANTEES

**APPENDIX A  
PROPOSAL CERTIFICATION**

By responding to this RFP, the Offeror understands and agrees to the following:

1. That the submitted proposal constitutes an offer, which when accepted in writing by the DCH, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the DCH; and
2. That the Offeror has read the specifications and requirements shown or referenced in the RFP and that the Offeror's proposal is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the Offeror's proposal; and
3. That the Offeror guarantees and certifies that all items included in the Offeror's proposal meet or exceed any and all such stated RFP specifications and requirements except as expressly stated otherwise in the Offeror's proposal; and
4. That, if awarded a contract, the Offeror will deliver goods and/or services that meet or exceed the RFP specifications and requirements except as expressly stated otherwise in the Offeror's proposal; and
5. That the technical and cost proposals submitted by the Offeror shall be valid and held open for a period of **one hundred and twenty (120) days** from the final RFP closing date and that the proposals may be held open for an additional period of time subject to the Offeror's consent; and
6. That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Offeror understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR TECHNICAL PROPOSAL.

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	
<b>Date:</b>	
<b>Company Address:</b>	
<b>FAX Number:</b>	
<b>Email Address:</b>	
<b>*This table must be completed in its entirety by the Offeror.</b>	

**APPENDIX B**

**OFFEROR CONTACT INFORMATION**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Any Exceptions to Contract? Yes \_\_\_\_\_ No \_\_\_\_\_

If so please identify the section of the contract concerned \_\_\_\_\_

**APPENDIX C**

**ACKNOWLEDGMENT OF MANDATORY REQUIREMENTS**

1. Offeror or a principal member of the firm must have a minimum of eight years advertising/ public relations experience with a minimum of three (3) years experience with large health information technology projects (greater than \$500,000), market and user research, persona development, brand image development, user experience and digital interactive marketing;

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

2. Offeror must agree to furnish a Payment Bond to secure payment of all claims for materials furnished and/or labor performed by a subcontractor in the event one or more subcontractors are utilized by the awarded supplier in performance of the project and comply with all requirements identified in paragraph 6.13 of the RFP;

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

3. Offeror must furnish and maintain all required insurances identified in paragraph 6.12 of the RFP;

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

4. Offeror must execute and submit a Proposal Certificate (contained at Appendix A to this RFP);

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

5. Offeror must be located within two hours traveling time of metropolitan Atlanta, GA in order to meet with DCH HIT staff as required.

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

**COMPANY NAME HERE:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**APPENDIX D  
COST PROPOSAL**

**Offeror:**

---

**INSTRUCTIONS:**

Total Contract Value for ALL Requirements identified in Sections 3.3, Detailed Services Required, and 3.4, Deliverables, including G & A\* , for the base contract year (ending 30 June 2012) and State Fiscal Year 2013 (ending 30 June 2013), and State Fiscal Year 2014 (ending 30 June 2014)

\$ \_\_\_\_\_ \*\*

\*G & A = all General and Administrative Costs, Profits, Travel, per diem, and ALL costs associated with this contract.

**\*\*This is the figure that will be used in the evaluation.**

Where there is a reference in the RFP to deliverables, submission requirements or other response and contract performance discussions, said discussion may not be all inclusive of all requirements in the RFP. It is incumbent upon the contractor to read this entire RFP carefully and respond to, and price, all requirements and ensure "Total Contract Value for ALL Requirements" above includes all requirements

**COMPANY NAME HERE**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
AFFIX CORPORATE SEAL HERE  
(Corporations without a seal, attach a  
Certificate of Corporate Resolution)

ATTEST: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
TITLE

**APPENDIX E**

**CONTRACT DOCUMENT**

**The Sample Contract to be used for this procurement will be published here.**

## **APPENDIX F**

### **REFERENCES**

Offeror shall provide a list of the last three (3) contracts and subcontracts, if applicable, completed during the past three (3) years, and all contracts and subcontracts currently in process. Contracts listed may include those entered into with the Federal Government, agencies of state and local governments, and commercial customers. Include the following information for each contract and subcontract:

1. Name of contracting activity
2. Contract Number
3. Contract type
4. Contract dollar value
5. Brief description of contract work
6. Name, email address and phone number of Contracting Officer and/or Program Manager



Georgia

APPENDIX G

**SMALL OR MINORITY BUSINESS FORM**

- Can your company be classified as a **SMALL BUSINESS** by the following definition:

**Small Business** – defined as an independently owned and operated entity that has either fewer than one hundred (100) employees or less than one million dollars (\$1,000,000) in gross receipts per year. (State Statute 50-5-121)

- Yes** (If yes, please check the following reason(s) that apply)
- Less than 100 employees or,
- Less than \$1,000,000 in gross annual receipts.
- No**

- Can your company be classified as a **MINORITY OWNED BUSINESS** by the following definition?

**Minority Owned Business** – means a business that is 51% owned or controlled by one or more minority persons. Please indicate below if your firm is 51% owned or controlled by one of the minority groups listed.

African American	%	Asian American	%
Hispanic / Latino	%	Pacific Islander	%
Native American	%		

**Ownership:** American Citizen  Yes  No

Are any of your suppliers minority and/or small business enterprises?  Yes  No

If Yes, please indicate the percentage of minority companies represented.  %

If awarded a contract as a result of this solicitation, do you anticipate employing any small or minority subcontractors?  Yes  No

**APPENDIX H**  
**SALES AND USE TAX COMPLIANCE**

The purpose of this form is to obtain information regarding the vendor to determine whether the vendor may be considered a prohibited source as defined by O.C.G.A. Section 50-5-82. The information provided in this form will be submitted to the Georgia Department of Revenue.

Please complete the following information:

- Vendor's Name:
- Physical Location Address:
- Federal Identification Number (FEI):
- Have you ever been registered in the State of Georgia?
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI):
  - Sales and Use Tax Number:
  - Withholding Tax Number:
- What type of service will you perform?
- Will you sell any tangible personal property or goods?
- Vendor Affiliate's Name:
  - FEI:
  - STI:
  - Sales and Use Tax Number:
  - Withholding Tax Number:

If there is more than one affiliate, please attach a separate sheet listing the information above.

Contact Information

Telephone Number:

E-mail Address:

## APPENDIX I

### STATEMENT OF ETHICS

#### Preamble

The Department of Community Health has embraced a mission to improve the health of all Georgians through health benefits, systems development, and education. In accomplishing this mission, DCH employees must work diligently and conscientiously to support the goals of improving health care delivery and health outcomes of the people we serve, empowering health care consumers to make the best decisions about their health and health care coverage, and ensuring the stability and continued availability of health care programs for the future. Ultimately, the mission and goals of the organization hinge on each employee's commitment to strong business and personal ethics. This Statement of Ethics requires that each employee:

- Promote fairness, equality, and impartiality in providing services to clients
- Safeguard and protect the privacy and confidentiality of clients' health information, in keeping with the public trust and mandates of law
- Treat clients and co-workers with respect, compassion, and dignity
- Demonstrate diligence, competence, and integrity in the performance of assigned duties
- Commit to the fulfillment of the organizational mission, goals, and objectives
- Be responsible for employee conduct and report ethics violations to the DCH Inspector General and to the DCH Ethics Officer
- Engage in carrying out DCH's mission in a professional manner
- Foster an environment that motivates DCH employees and vendors to comply with the Statement of Ethics
- Comply with the Code of Ethics set forth in O.C.G.A. Section 45-10-1 et seq.

Not only should DCH employees comply with this Statement of Ethics, but DCH expects that each vendor, contractor, and subcontractor will abide by the same requirements and guidelines delineated. Moreover, it is important that employees and members of any advisory committee or commission of DCH acknowledge the Statement of Ethics.

## **Ethical Guidelines**

### **1. Code of Conduct**

All employees of DCH are expected to maintain and exercise at all times the highest moral and ethical standards in carrying out their responsibilities and functions. Employees must conduct themselves in a manner that prevents all forms of impropriety, including placement of self-interest above public interest, partiality, prejudice, threats, favoritism and undue influence. There will be no reprisal or retaliation against any employee for questioning or reporting possible ethical issues.

### **2. Equal Employment**

The Department is committed to maintaining a diverse workforce and embraces a personnel management program which affords equal opportunities for employment and advancement based on objective criteria. DCH will provide recruitment, hiring, training, promotion, and other conditions of employment without regard to race, color, age, sex, religion, disability, nationality, origin, pregnancy, or other protected bases. The Department expects employees to support its commitment to equal employment. The failure of any employee to comply with the equal employment requirements provided in DCH Policy #21 may result in disciplinary action, up to and including termination.

### **3. Harassment**

DCH will foster a work environment free of harassment and will not tolerate harassment based on sex (with or without sexual conduct), race, color, religion, national origin, age, disability, protected activity (*i.e.*, opposition to prohibited discrimination or participation in a complaint process) or other protected bases from *anyone* in the workplace: supervisors, co-workers, or vendors. The Department strongly urges employees to report to the Human Resources Section any incident in which he or she is subject to harassment. Additionally, any employee who witnesses another employee being subjected to harassment should report the incident to the Human Resources Section. If DCH determines that an employee has engaged in harassment, the employee shall be subject to disciplinary action, up to and including termination, depending on the severity of the offense.

### **4. Appropriate Use of DCH Property**

Employees should only use DCH property and facilities for DCH business and not for any type of personal gain. The use of DCH property and facilities, other than that prescribed by departmental policy, is not allowed. Furthermore, the use of DCH property and facilities for any purpose which is unlawful under the laws of the United States, or any state thereof, is strictly prohibited.

Employees who divert state property or resources for personal gain will be required to reimburse the Department and will be subject to the appropriate disciplinary action, up to and including, termination.

## **5. Secure Workplace**

DCH is committed to maintaining a safe, healthy work environment for its employees. Accordingly, it is DCH's expectation that employees refrain from being under the influence of alcohol or drugs in the workplace because such conduct poses a threat to the employee, as well as others present in the workplace. Additionally, DCH has a zero tolerance policy regarding violence in the workplace. Specifically, DCH will not condone the threat of, or actual assault or attack upon, a client, vendor, or other employee. If an employee engages in violent behavior which results in an assault of another person, he or she will be immediately terminated.

## **6. Political Activities**

Although the DCH recognizes that employees may have an interest in participating in political activities and desires to preserve employees' rights in participating in the political process, employees must be aware of certain allowances and prohibitions associated with particular political activities. DCH encourages employees to familiarize themselves with DCH Policy #416 to gain understanding about those instances when a political activity is disallowed and/or approval of such activity is warranted.

## **7. Confidentiality**

DCH has a dual mandate in terms of confidentiality and privacy. Foremost, as a state agency, DCH must comply with the Georgia Open Records Act and Open Meetings Act. The general rule that is captured by those laws is that all business of the agency is open to the public view upon request. The exceptions to the general rule are found in various federal and state laws. In order to protect the individuals' health information that is vital to the delivery of and payment for health care services, DCH sets high standards of staff conduct related to confidentiality and privacy. Those standards are reinforced through continuous workforce training, vendor contract provisions, policies and procedures, and web-based resources.

## **8. Conflicts of Interest**

Employees should always strive to avoid situations which constitute a conflict of interest or lend to the perception that a conflict of interest exists. Specifically, employees must avoid engaging in any business with the DCH which results in personal financial gain. Similarly, employees must encourage family members to avoid similar transactions since they are subject to the same restrictions as employees. DCH encourages its employees to seek guidance from the Office of General Counsel regarding questions on conflicts of interest.

## **9. Gifts**

Employees are strictly prohibited from individually accepting gifts from any person with whom the employee interacts on official state business. Gifts include, but are not limited to, money, services, loans, travel, meals, charitable donations, refreshments, hospitality, promises, discounts or forbearance that are not generally available to members of the public. Any such item received must be returned to the sender with an explanation of DCH's Ethics Policy.

## **10. Relationships with Vendors and Lobbyists**

DCH values vendors who possess high business ethics and a strong commitment to quality and value. Business success can only be achieved when those involved behave honestly and responsibly. Therefore, it is critical that employees ensure that vendors contracting with DCH are fully informed of DCH policies concerning their relationships with DCH employees and that these policies be uniformly applied to all vendors. Among other requirements, DCH expects that each vendor will honor the terms and conditions of its contracts and agreements. If DCH determines that a vendor has violated the terms and conditions of a contract or agreement, the vendor shall be held responsible for its actions.

Employees must ensure that fair and open competition exists in all procurement activities and contracting relationships in order to avoid the appearance of and prevent the opportunity for favoritism. DCH strives to inspire public confidence that contracts are awarded equitably and economically. DCH will apply the state procurement rules, guidelines, and policies. Open and competitive bidding and contracting will be the rule.

DCH recognizes that lobbyists, both regulatory and legislative, may from time to time seek to meet with DCH employees to advance a particular interest. DCH recognizes that employees may have personal opinions, even those that may be contrary to a position that DCH has adopted. DCH employees, however, must recognize that the public, including legislators and lobbyists, may have difficulty differentiating between the official DCH position and a personal opinion. Accordingly, employees should always work directly with the Director of Legislative Affairs in preparing any responses to requests or questions from elected officials and their staff or lobbyists.

## **11. Mandatory Reporting**

If I have knowledge of any ethics violation, I am aware that I am responsible for reporting such violation to the DCH Inspector General and the DCH Ethics Officer. My good faith reports will be free from retaliation. If I am a supervisor, I am aware that I am responsible for reporting such violation and for forwarding any such report from a member of my staff to the DCH Inspector General and the DCH Ethics Officer. As a supervisor, I am additionally responsible for ensuring that the employees who report to me are aware of and comply with the ethical standards and policies that are applicable to their positions.

**ACKNOWLEDGEMENT**

I, the undersigned, hereby acknowledge that:

A. I have received, read, and understand the Georgia Department of Community Health  
*Statement of Ethics*;

B. I agree to comply with each provision of the Georgia Department of Community Health  
*Statement of Ethics*;

C. I am a:

Member of the Board of the Department of Community Health

Member/employee of advisory committee or commission

Department Employee

Vendor/Contractor/Subcontractor

**COMPANY NAME HERE**

\_\_\_\_\_  
Authorized Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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\* Must be President, Vice President, CEO or Other Officer Authorized by Corporate Resolution to Execute on Behalf of and Bind the Corporation to a Contract

## APPENDIX J

### GEORGIA DEPARTMENT OF COMMUNITY HEALTH

<b>DCH Ethics In Procurement Policy</b>	<b>Policy No. 402</b>
<b>Effective Date:</b> April 10 , 2006 <b>Revision Date:</b> March 25, 2008	<b>Page 1 of 8</b>

#### I. THE COMMITMENT

The Department is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards, is fully compliant with all instruments of governance and has the complete confidence and trust of the public it serves. To achieve these important public purposes, it is critical that potential and current vendors, as well as employees, have a clear understanding of and an appreciation for, the DCH Ethics in Procurement Policy (the “Policy”).

#### II. SCOPE

This Policy is applicable to all Vendors and Employees, as those terms are defined below.

#### III. CONSIDERATIONS

Procurement ethics must include, but is not limited to, the following considerations:

##### A. Legitimate Business Needs

The procurement of goods and services will be limited to those necessary to accomplish the mission, goals, and objectives of the Department.

##### B. Conflicts of Interest

A “conflict of interest” exists when personal interest interferes in any way with the interests of the Department. A conflict situation can arise when an individual takes actions or has interests that may make it difficult to perform his or her work objectively and effectively. Conflicts of interest also arise when an individual, or a member of his or her Family Member, receives improper personal benefits as a result of his or her action, decision, or disclosure of Confidential Information in a Procurement.

##### C. Appearance of Impropriety

Employees must take care to avoid any appearance of impropriety and must disclose to their supervisors any material transaction or relationship that

reasonably could be expected to give rise to a conflict of interest. Similarly, anyone engaged in a business relationship with the Department should avoid any appearances of impropriety.

**D. Influence**

An impartial, arms' length relationship will be maintained with anyone seeking to influence the outcome of a Procurement.

**E. Gifts**

DCH Employees are prohibited from soliciting, demanding, accepting, or agreeing to accept Gifts from a Vendor.

**F. Misrepresentations**

Employees and Vendors may not knowingly falsify, conceal or misrepresent material facts concerning a Procurement.

**G. Insufficient Authorization**

Employees may not obligate the Department without having received prior authorization from an approved official. Engaging in such activity is a misrepresentation of authority.

An Employee's failure to adhere to these considerations, as well as the guidelines set forth herein shall be grounds for disciplinary action, up to and including, termination. Similarly, a Vendor's failure to comply with this Policy will result in appropriate action as determined by governing state and/or federal law, rules and regulations, and other applicable Department policies and procedures.

**IV. DEFINITIONS**

For purposes of this policy:

“Affiliate Vendor Team” shall mean employees, directors, officers, contractors, and consultants of a Vendor that directly or indirectly assist the Vendor in the preparation of response to a Procurement.

“Confidential Information” shall mean all information not subject to disclosure pursuant to the Open Records Act, O.C.G.A. §50-18-70 et seq. that a current Vendor or potential Vendor might utilize for the purpose of responding to Procurement or that which is deemed disadvantageous or harmful to the Department and to the citizens of the State of Georgia in that such disclosure might lead to an unfair advantage of one Vendor over another in a Procurement.

“Contracting Officer” shall mean the Department Employee maintaining oversight of the Procurement process that may also be designated as the Point of Contact as described below.

“Department” shall mean the Georgia Department of Community Health.

“Employee” shall mean any person who is employed by the Department.

“Evaluation Team” shall mean a designated group of Department Employees who review, assess, and score documents submitted to the Department in response to a Procurement solicitation.

“Family Member” means a spouse, parent, grandparent, child, brother, sister, uncle, aunt, nephew, niece, first cousin, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent, stepchild, stepbrother, stepsister, half brother or half sister.

“Financial Interest” shall mean, for purposes of this Policy, an ownership interest in assets or stocks equaling or exceeding 0%.

“Gifts” shall mean, for purposes of this Policy, money, advances, personal services, gratuities, loans, extensions of credit, forgiveness of debts, memberships, subscriptions, travel, meals, charitable donations, refreshments, hospitality, promises, discounts or forbearance that are not generally available to members of the public. A Gift need not be intended to influence or reward an Employee.

“Kickback” shall mean compensation of any kind directly or indirectly accepted by an Employee from a Vendor competing for or doing business with the Department, for the purpose of influencing the award of a contract or the manner in which the Department conducts its business. Kickbacks include, but are not limited to, money, fees, commissions or credits.

“Procurement” shall mean buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. The term also includes all activities that pertain to obtaining any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, as well as the disposition of any Protest.

“Protest” shall mean a written objection by an interested party to an RFQ or RFP solicitation, or to a proposed award or award of a contract, with the intention of receiving a remedial result.

“Protestor” shall mean an actual bidder/offeror who is aggrieved in connection with a contract award and who files a Protest.

“Point of Contact” shall mean the individual designated to be a Vendor’s only contact with the DCH following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote, until the award of a resulting contract and resolution of a Protest, if applicable.

“Prohibited Contact” shall mean contact with any officer, member of the Board or other Employee of the DCH, other than the Point of Contact, whereby it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the outcome of a Procurement. This prohibition includes, without limitation, personal meetings, meals, entertainment functions, telephonic communications, letters, faxes and e-mails, as well as any other activity that exposes the Employee to direct contact with a Vendor. This prohibition does not include contacts with Employees solely for the purpose of discussing existing on-going Department work which is unrelated to the subject of the Procurement. Inquiries regarding the status of a Procurement should also be directed to the Point of Contact.

“Vendor” shall mean any individual or entity seeking to or doing business with the Department within the scope of this Policy, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and Employees of the foregoing, any subcontractors, sub consultants and sub suppliers at all lower tiers, as well as any person or entity engaged by the Department to provide a good or service.

“DOAS Vendor Manual” shall mean the Georgia of Department of Administrative Services’ vendor manual.

## **V. EMPLOYEE RESPONSIBILITIES**

### **A. Evaluation Team Members**

1. The Contracting Officer must ensure that employees participating in any Procurement activities have sufficient understanding of the Procurement and evaluation process and the applicable DCH and DOAS rules and regulations and policies associated with the processes.
2. Evaluation team members are tasked with conducting objective, impartial evaluations, and therefore, must place aside any personal and/or professional biases or prejudices that may exist. Additionally, Employees serving on an Evaluation Team must not allow personal relationships (i.e. friendships, dating) with Employees, principals, directors, officers, etc. of a Vendor or individuals on the Affiliate Vendor Team to interfere with the ability to render objective and fair determinations. Such interference may constitute the appearance of, and/or an actual conflict of interest and should be immediately disclosed to the Contracting Officer prior to the Employee’s participation on the evaluation team. The Contracting Officer shall consult

with the Ethics Officer to make a determination as to whether the Employee should participate on the evaluation team.

3. In the event that the Department determines that a conflict of interest does exist and the Employee failed to make the appropriate disclosure, the Department will disqualify the Employee from further participation on the evaluation team. Furthermore, in the event that the Department determines that the conflict of interest did impact the outcome of a Procurement; such Employee may be subject to disciplinary action, up to and including termination.
4. In the event that the Department identifies that the employee maintains a relationship of any sort that lends to an appearance of a conflict of interest with respect to a Procurement, the Department may, in its discretion, take appropriate action to eliminate such an appearance, up to and including the disallowance of the Employee's participation in any Procurement activities. In such instances, the employee most likely will not be subject to disciplinary action.
5. Prior to participating on an evaluation team, each DCH Employee must execute a statement attesting and acknowledging that:
  - a. The Employee shall not participate in a decision or investigation, or render an approval, disapproval, or recommendation with respect to any aspect of a Procurement, knowing that the Employee, or member of their Family Member has an actual or potential Financial Interest in the Procurement, including prospective employment;
  - b. The Employee shall not solicit or accept Gifts, regardless of whether the intent is to influence purchasing decisions;
  - c. Neither the Employee nor a Family Member of an Employee shall be employed by, or agree to work for, a Vendor or potential Vendor or Affiliate Vendor Team during any phase of a Procurement;
  - d. The Employee shall not knowingly disclose Confidential Information;
  - e. The Employee is precluded from engaging in Prohibited Contact upon the release of a Procurement solicitation, during the Evaluation Process, and throughout a Protest period, period of stay or court injunction related to procurement with which Employee was associated or at any time prior to the final adjudication of the Protest;
  - f. The Employee is responsible for reporting any violations of this Policy in accordance with this Policy;

- g. The Employee will be responsible for complying with all DOAS rules and regulations, as well as Georgia law pertaining to procurements and conflicts of interest; and
- h. The Employee shall not assist a potential Vendor in the Procurement process in evaluating the solicitation, preparing a bid in response to the evaluation, or negotiating a contract with the Department. This prohibition shall not prohibit the Contracting Officer from carrying out his or her prescribed duties as allowed by DCH policy and procedures or the DOAS Vendor Manual.

**B. Responsibilities of Non-Evaluation Team Members**

All Employees should be mindful of the importance of confidentiality during any Procurement. Even if an Employee is not serving in the capacity of a member on the Evaluation Team, the Employee must refrain from engaging in conduct with a Vendor that could result in a conflict of interest or be considered a Prohibited Contact.

**VI. VENDOR RESPONSIBILITIES**

**A. Gifts and Kick-Backs**

Vendors may neither offer nor give any Gift or Kick-backs, directly or indirectly, to an Employee. Similarly, no Vendor may offer or give any Gift or Kick-backs, directly or indirectly, to any member of an Employee's Family Member. Such prohibited activity may result in the termination of the contract, in those cases where the Vendor has executed a contract with the Department. In the event that a potential Vendor who has submitted a response to a Procurement solicitation engages in such activity, the Department shall act in accordance with DOAS protocol.

**B. Family Relationships with Department Employees**

If a Vendor has a family or personal relationship with the Employee, a Gift that is unconnected with the Employee's duties at the DCH is not necessarily prohibited. In determining whether the giving of an item was motivated by personal rather than business concerns, the history of the relationship between the Vendor and Employee shall be considered. However, regardless of the family or personal relationship between a Vendor and an Employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the Employee in the performance of his or her official duties.

**C. Vendor Submittals**

The Department expects all potential Vendors and current Vendors to be forthcoming, always submitting true and accurate information in response to a Procurement or with regard to an existing business relationship. If the Department determines that the Vendor has intentionally omitted or failed to provide pertinent information and/or falsified or misrepresented material information submitted to the Department, the Department shall act in accordance with applicable state law and DOAS procurement policies and procedures.

Vendors must calculate the price(s) contained in any bid in accordance with Section 5.11 of the DOAS Vendor Manual.

#### **D. Business Relations**

A Vendor may not be allowed to conduct business with the Department for the following reasons:

1. Falsifying or misrepresenting any material information to the Department as set forth hereinabove;
2. Conferring or offering to confer upon an Employee participating in a Procurement (which the entity has bid or intends to submit a bid) any Gift, gratuity, favor, or advantage, present or future; and
3. Any other reasons not explicitly set forth herein that are contained in the DOAS Vendor Manual.

### **VII. USE OF CONFIDENTIAL INFORMATION**

Employees will not use Confidential Information for their own advantage or profit, nor will they disclose Confidential Information during a Procurement to any potential Vendor or to any other unauthorized recipient outside DCH.

### **VIII. ADDRESSING VIOLATIONS**

#### **A. The Process**

Adherence to this policy makes all DCH staff responsible for bringing violations to the attention of the Contracting Officer under Procurement protocols or to a supervisor/manager if the affected Employee is not a part of the Procurement. If for any reason it is not appropriate to report a violation to the Contracting Officer or the Employee's immediate supervisor, Employees will report such violations or concerns to the DCH Inspector General and the DCH Ethics Officer. The Contracting Officer and managers are required to report suspected ethics violations to the Inspector General, who has specific responsibility to investigate all reported violations.

Reporting suspected policy violations by others shall not jeopardize an Employee's tenure with the Department. Confirmed violations will result in appropriate disciplinary action, up to and including termination from employment. In some circumstances, criminal and civil penalties may be applicable.

The Inspector General will notify the employee making the report of the suspected violation of receipt of such report within five (5) business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

**B. Good Faith Filings**

Anyone filing a complaint concerning a violation of this policy must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

**C. Confidentiality**

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Additionally, all Employees are expected to cooperate in the investigation of such violations. Failure to cooperate in an investigation may result in disciplinary action, up to and including termination from employment.

**IX. MANDATORY REPORTING**

Any and every employee who has knowledge of any ethics violation is responsible for reporting such violation to the DCH Inspector General and the Ethics Officer. Good faith reports will be free from retaliation. Supervisors are responsible for reporting such violation and for forwarding any such report from any member of the supervisor's staff to the DCH Inspector General and the Ethics Officer. Reports of violations made to the Ethics Officer will be forwarded to the DCH Inspector General. Supervisors are additionally responsible for ensuring that the employees under his or her supervision are aware of and comply with the DCH ethical standards and policies.

Employees and Board members are encouraged to contact the DCH Inspector General about any concerns regarding standards of conduct, ethics and conflicts of interest.

<b>Approved By:</b>  <b>Commissioner</b>	<b>Date:</b>
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**ACKNOWLEDGEMENT**

I, the undersigned, hereby acknowledge that:

- A. I have received, read, and understand the Georgia Department of Community Health's *Ethics In Procurement Policy*;
- B. I agree to comply with each provision of the Georgia Department of Community Health's *Ethics In Procurement Policy*;
- C. I am a (please check which applies):
  - Vendor/Contractor
  - Subcontractor

**COMPANY NAME HERE**

\_\_\_\_\_  
Authorized Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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\* Must be President, Vice President, CEO or Other Officer Authorized by Corporate Resolution to Execute on Behalf of and Bind the Corporation to a Contract

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**APPENDIX K**

**(Note: We do not anticipate that this Contract will involve the release or use of Protected Health Information. In the event DCH determines that PHI is involved in the performance of this work, this Appendix will be required.)**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (hereinafter referred to as “Agreement”), effective this \_\_\_ day of \_\_\_\_\_ 20\_\_ is made and entered into by and between the Georgia Department of Community Health (hereinafter referred to as “DCH” and \_\_\_\_\_ (hereinafter referred to as “Contractor”) as Contract No. \_\_\_\_\_ between DCH and Offeror dated \_\_\_\_\_, (“Contract”).

**WHEREAS**, DCH is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information (“PHI”);

**WHEREAS**, Contractor, under Contract No. \_\_\_\_\_ (hereinafter referred to as “Contract”), may provide functions, activities, or services involving the use of PHI;

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DCH and Offeror (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy Rule and the Security Rule, published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164 (“Privacy Rule” and “Security Rule”).
2. Except as limited in this Agreement, Offeror may use or disclose PHI only to extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DCH.
3. Unless otherwise Required by Law, Offeror agrees that it will:
  - A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.

- B. Establish, maintain and use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract.
- C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DCH.
- D. Mitigate, to the extent practicable, any harmful effect that may be known to Offeror from a use or disclosure of PHI by Offeror in violation of the requirements of this Agreement, the Contract or applicable regulations.
- E. Ensure that its agents or subcontractors are subject to at least the same obligations that apply to Offeror under this Agreement and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Offeror under this Agreement and the Contract.
- F. Ensure that its agents and subcontractors, to whom it provides protected health information, agree to implement reasonable and appropriate safeguards to protect the information.
- G. Report to DCH any use or disclosure of PHI that is not provided for by this Agreement or the Contract and to report to DCH any security incident of which it becomes aware. Offeror agrees to make such report to DCH in writing in such form as DCH may require within three (3) business days after Offeror becomes aware of the unauthorized use or disclosure or of the security incident.
- H. Make any amendment(s) to PHI in a Designated Record Set that DCH directs or agrees to pursuant to 45 CFR 164.526 at the request of DCH or an Individual, within five (5) business days after request of DCH or of the Individual. Offeror also agrees to provide DCH with written confirmation of the amendment in such format and within such time as DCH may require.
- I. Provide access to PHI in a Designated Record Set, to DCH upon request, within five (5) business days after such request, or, as directed by DCH, to an Individual. Offeror also agrees to provide DCH with written confirmation that access has been granted in such format and within such time as DCH may require.
- J. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and

records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DCH within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Offeror also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.

- K. Document all disclosures of PHI and information related to such disclosures as would be required for DCH to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- L. Provide to DCH or to an individual, information collected in accordance with Section 3. I. of this Agreement, above, to permit DCH to respond to a request by an Individual for an accounting of disclosures of PHI as provided in the Privacy Rule.

**4. Unless otherwise Required by Law, DCH agrees that it will:**

- A. Notify Offeror of any new limitation in DCH's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- B. Notify Offeror of any change in, or revocation of, permission by an Individual for DCH to use or disclose PHI to the extent that DCH determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- C. Notify Offeror of any restriction regarding its use or disclosure of PHI that DCH has agreed to in accordance with the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI as referenced in subsections b. and c. above, DCH agrees to contact Offeror to determine feasibility of compliance. DCH agrees to assume all costs incurred by Offeror in compliance with such special requests.

- 5. The Term of this Agreement** shall be effective as of \_\_\_\_\_, and shall terminate when all of the PHI provided by DCH to Contractor, or created or

received by Offeror on behalf of DCH, is destroyed or returned to DCH, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

A. Termination for Cause. Upon DCH's knowledge of a material breach by Contractor, DCH shall either:

1. Provide an opportunity for Offeror to cure the breach within a reasonable period of time, which shall be within 30 days after receiving written notification of the breach by DCH;
2. If Offeror fails to cure the breach, terminate the Contract upon 30 days notice; or
3. If neither termination nor cure is feasible, DCH shall report the violation to the Secretary of the Department of Health and Human Services.

**B. Effect of Termination.**

1. Upon termination of this Agreement, for any reason, DCH and Offeror shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Offeror agrees to continue to extend the protections of Sections 3 (A) through (J) of this Agreement and applicable law to such PHI and limit further use of such PHI, except as otherwise permitted or required by this Agreement, for as long as Offeror maintains such PHI. If Offeror elects to destroy the PHI, Offeror shall notify DCH in writing that such PHI has been destroyed and provide proof, if any exists, of said destruction. This provision shall apply also to PHI that is in the possession of subcontractors or agents of Contractor. Neither Offeror nor its agents nor subcontractors shall retain copies of the PHI.
2. Offeror agrees that it will limit its further use or disclosure of PHI only to those purposes DCH may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DCH may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
3. If neither termination nor cure is feasible, DCH shall report the violation to the Secretary. Particularly in the event of a pattern of activity or practice of Offeror that constitutes a material breach of Contractor's obligations under the Contract and this agreement; DCH shall invoke termination procedures or report to the Secretary.

4. Section 5. B. of this Agreement, regarding the effect of termination or expiration, shall survive the termination of this Agreement.
6. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DCH to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.
7. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

**COMPANY NAME HERE**

BY: \_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_

\_\_\_\_\_

TITLE

---

\* Must be President, Vice President, CEO or Other Officer Authorized by Corporate Resolution to Execute on Behalf of and Bind the Corporation to a Contract

## APPENDIX L

### OFFEROR'S AFFIRMATION OF STANDARD INSURANCE REQUIREMENTS

#### Insurance Coverage:

If awarded a contract, the Offeror shall procure and maintain insurance which shall protect the Offeror and the DCH (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this RFP throughout the duration of the contract. The Offeror shall procure and maintain the insurance policies described below at the Offeror's own expense and shall furnish to the DCH an insurance certificate listing the DCH as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Offeror includes contractual liability coverage applicable to this contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the DCH.

Offeror is required to maintain the following insurance coverage's during the term of the contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Awarded Offeror(s) qualifies to pay its own workers compensation claims.) In addition, the Offeror shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:
  - Bodily injury by accident--per employee \$100,000;
  - Bodily injury by disease--per employee \$100,000;
  - Policy limits \$500,000.
- 2) Commercial General Liability Policy with the following minimum coverage:
  - General Aggregate including Products and Completed Operations-- \$1,000,000;
  - Each Occurrence-- \$1,000,000;
  - Aggregate Limit-- \$3,000,000.
- 3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by the Offeror or Offeror's personnel in the performance of this contract. The Business Automobile Policy shall have a per occurrence limit of

\$1,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the DCH. Certificates of Insurance showing such coverage to be in force shall be filed with the DCH prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the DCH, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the selected Offeror must procure the required insurance and provide the DCH with two (2) Certificates of Insurance. Certificates must reference this RFP by number or contract number. Offeror's proposal must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

**AFFIRMATION:**

I, the undersigned, hereby AFFIRM that:

- A. I have received, read, and understand the Georgia Department of Community Health's **INSURANCE REQUIREMENTS**; and
- B. I agree to comply with each provision of the Georgia Department of Community Health's **INSURANCE REQUIREMENTS**.

COMPANY NAME HERE: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**DO NOT MODIFY THE STANDARD INSURANCE TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR TECHNICAL PROPOSAL.**

## APPENDIX M

### ACRONYMS AND DEFINITIONS

#### APPENDIX M: DEFINITIONS AND ACRONYMS

**Americans with Disabilities Act (ADA)**: Public Law 336 of the 101<sup>st</sup> Congress enacted in July 1990. The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, state and local government service, public accommodations, commercial facilities, and transportation. It also mandates the establishment of TDD/telephone relay services.

**Agency**: Office, agency, department, board, bureau, commission, institution, authority or other entity of the State of Georgia.

**American Recovery and Reinvestment Act of 2009 (ARRA)**: A \$787.2 billion stimulus measure, enacted into law in February 2009, that provides financial assistance to states and cities, funding for infrastructure projects, and the expansion of Medicaid and health information technology among other provisions.

**American National Standards Institute (ANSI)**: The U.S. standards organization that establishes procedures for the development and coordination of voluntary national standards.

**Architecture**: Term that refers to the structure of an information system and how its pieces communicate and work together.

**Business Days**: Traditional workdays, including Monday, Tuesday, Wednesday, Thursday and Friday. State holidays are excluded.

**Calendar Days**: All seven (7) days of the week.

**Centers for Medicare and Medicaid Services (CMS)**: The federal agency within the U. S. Department of Health and Human Services that is charged with oversight of the Medicare and Medicaid programs.

**Challenge Grant – Consumer Mediated Exchange**: A grant awarded by the Office of the National Coordinator to DCH and the Georgia Cancer Coalition to produce a bi-directional electronic health data exchange between providers and their patients for purposes of improving coordination of care. The grant initiative involves 3 clinics in Rome, Georgia: Floyd, Redmond, and Harbin with a focus on newly diagnosed cancer patient care and their use of a Personal Health Record to exchange health information with their provider.

**Complete**: Having all necessary parts, elements, or steps.

**Contract** – The written agreement between the State and the Contractor; comprised of the executed Contract, any addenda, appendices, attachments, exhibits or amendments thereto.

**Contract Award**– The date upon which DCH issues the Apparent Successful Vendor (ASV) Letter.

**Contract Execution**– The date upon which all parties have signed the Contract.

**Contractor** – The prospective vendor in this procurement.

**Contractor’s Representative:** The individual legally empowered to bind the Contractor, using his/her signature block, including his/her title. This individual will be considered the Contractor’s Representative during the life of any Contract entered into with the State unless amended in writing.

**Corrective Action Plan:** The detailed written plan required by DCH to correct or resolve a deficiency or event causing the assessment of liquidated damage(s) or sanction(s) against the Contractor.

**Clinical Data Repository (CDR):** A real-time database that consolidates data from a variety of clinical sources to present a unified view of a single patient.

**Data Warehouse (DW):** Data warehouse is a repository of an organization’s electronically stored data. It is designed to facilitate reporting and analysis.

**Department of Community Health (DCH):** the Georgia Department of Community Health.

**Deliverable:** A document, manual, report, work plan or any other required document submitted to DCH by the Contractor to fulfill the requirements of this Contract.

**DOAS:** The Georgia Department of Administrative Services.

**Electronic Health Record (EHR):** As defined in ARRA, means an electronic health record of an individual’s health-related information that includes patient demographics and clinical health information, such as medical history and problem lists; and has the capacity to provide clinical decision support; to support physician order entry; to capture and query information relating to health care quality; to exchange health information; and to integrate such information from other sources.

**Encryption:** Translation of data into a code in order to keep the information secure from anyone but the intended recipient.

**Enterprise Architecture:** A strategic resource that aligns business and technology, leverages shared assets, builds internal and external partnerships, and optimizes the value of information technology services.

**Enterprise Master Patient Index (EMPI)**: Is an index that includes all patients whose records are maintained in the enterprise record system.

**e-Prescribing (eRX)**: Computer technology in which physicians use handheld or personal computer devices to review drug and formulary coverage and transmit prescriptions to a pharmacy, electronic health record system or printer.

**Federally Qualified Health Center (FOHC)**: A type of provider organization as defined by Medicare and Medicaid that provides health care to the medically underserved; generally includes community health centers, migrant health centers, and other similar entities.

**Federal Financial Participation (FFP)**: involvement of federal funds which in turn requires compliance with federal financial reporting requirements.

**Fraud** – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit or financial gain to him/herself or some other person. It includes any act that constitutes fraud under applicable federal or state law.

**Georgia Health Information Exchange, Inc. (GHIE)**: A non-profit 501 (c) (3) organization that is providing assistance to DCH with governance of the statewide HIE.

**Health Data Intermediary (HDI)**: An entity that provides the infrastructure to connect computer systems or other electronic devices used by health care providers, laboratories, pharmacies, health plans, third-party administrators or pharmacy benefit managers to facilitate the secure transmission of health information, including pharmaceutical electronic data intermediaries. Term does not include health care providers engaged in direct health information exchange.

**Health Information Exchange (HIE)**: The electronic transmission of health-related information across organizations according to nationally recognized standards.

**Health Information Organization (HIO)**: An organization that oversees, governs, and facilitates the exchange of health-related information among organizations according to nationally recognized standards.

**Health Information Technology (HIT)**: The combination of technology and connectivity required to meaningfully use and exchange electronic health information, including EHRs.

**Health Information Technology for Economic and Clinical Health (HITECH) Act**: It is a section in ARRA (“an act within an act”) that provides approximately \$34 billion in federal funding aimed at promoting the adoption and use of health information technology and furthering the electronic exchange of health information across health systems.

**Health Information Portability and Accountability Act of 1996 (HIPAA):** A federal law designed to improve the portability of health insurance and to simplify health care administration; HIPAA sets standards for the electronic exchange of claims-related information and for ensuring the security and privacy of all individually identifiable health information. It includes requirements to protect the privacy of individually identified health information in any format, including written or printed, oral and electronic, to protect the security of individually identified health information in electronic format, to prescribe methods and formats for exchange of electronic medical information, and to uniformly identify providers.

**Immediately:** Within twenty-four (24) hours.

**Incomplete:** Lacking one or more detail elements.

**Interface:** A means of interaction between two devices or systems that handle data.

**Interoperability:** The ability of two or more systems or components to exchange information and to use the information that has been exchanged. Typically, interoperability is understood to have three components: technical, semantic, and process.

**Master Patient Index (MPI):** A central index of patient records used for the purpose of matching records from different sources and accurately relating that data to the same patient. An MPI usually does not have medical data contained with it and may or may not point to medical data found elsewhere.

**Meaningful Use:** Under the HITECH Act, an eligible professional or eligible hospital is considered a meaningful EHR user if the EP or EH uses certified EHR technology in a manner consistent with criteria established by federal rules, including e-prescribing through an EHR, and the exchange of information for the purposes of quality improvement, such as care coordination.

**Medicaid Electronic Health Records Incentives Program (Medicaid EHR Incentives Program):** A federal incentive program administered with state oversight by DCH for the disbursement of federally funded incentive payments to Eligible Professionals and Eligible Hospitals in Georgia who adopt, implement, upgrade or meaningfully use certified electronic health records in compliance with the HITECH Act.

**Medicaid Information Technology Architecture (MITA):** A national framework to support systems development and health care management for the Medicaid enterprise.

**Medicaid Management Information System (MMIS):** MMIS consists of an integrated group of procedures and computer processing operations (subsystems) developed at the general design level to meet principal objectives, including Medicaid program control and administrative costs; service to recipients, providers, and inquiries; operations of claims control and computer capabilities; and management reporting for planning and control.

**National Level Repository (NLR)**: A nationwide data repository maintained by CMS to provide support for the electronic administration of incentive disbursements to eligible providers and eligible hospitals under the Medicaid and Medicare incentive programs. Now known as the Registration and Attestation (R&A) portal.

**National Provider Identifier (NPI)**: A 10-digit, intelligence free numeric identifier that replaces all other health care provider identifiers.

**Nationwide Health Information Network (NHIN)**: Technologies, standards, laws, policies, programs and practices that enable health information to be shared among health decision makers, including consumers and patients, to promote improvements in health and health care.

**O.C.G.A.**: the Official Code of Georgia Annotated (compilation of all state statutes in Georgia).

**Offeror**: Respondent to this Request for Proposal.

**Office of the National Coordinator for Health Information Technology (ONC)**: An agency within HHS that oversees and encourages the development of a national, interoperable health information technology system to improve the quality and efficiency of health care.

**Open Source**: Practices in production and development of software that promote access to the end product's source code. Open source products are usually developed collaboratively with the software freely distributed to anyone willing to abide by the rules of its use and distribution.

**Participating Providers**: For the purposes of this document are providers who have signed all required agreements to participate in the Georgia statewide HIE.

**Participation Agreements**: For the purposes of this document are those agreements that the governance entity for the statewide HIE determines are required as a condition for participation by providers.

**Patient Record Locator**: The electronic means by which patient files are located to assist patients and clinicians to find test results, medical history, prescription data, and other health information.

**Personal Health Record (PHR)**: An electronic application through which individuals can maintain and manage their health information (and that of others for whom they are authorized) in a private, secure, and confidential manner.

**Practice Management System (PMR)**: That portion of the medical office record which contains financial, demographic and non-medical information about patients.

**Prospective Offeror** – Respondent to this solicitation.

**Publish** - to produce or release for distribution.

**Provider Portal**: For the purposes of this document, it is the point of access for all participating providers in the statewide HIE.

**Record Locator Service (RLS)**: An index containing patient demographic information and the location of a patient's medical records. It generally does not contain clinical information. Participating entities decide whether or not to put record locations into the RLS. Designed to take a query in the form of demographic details and return only the location of the matching records.

**Regional Extension Center (REC)**: As a recipient of ARRA funding, each REC is required to serve a geographically defined area and is supposed to provide on-site technical assistance in the selection of certified EHRs, to enhance clinical and administrative workflow, and to comply with privacy and security requirements. Each REC is required to focus its efforts on individual or small group practices and providers in public and critical access hospitals, community health centers, and other safety net providers. In Georgia, this organization is located at the Morehouse School of Medicine and it is known as the Georgia Health Information Technology Regional Extension Center or GA-HITREC.

**Scalability**: The ability to add users and increase the capabilities of an application without having to make significant changes to the application software or the system on which it runs.

**Service Area Health Information Exchange (SAHIE)**: A multi-stakeholder organization that enables the exchange and use of health information in a secure manner for the purpose of promoting the improvement of health quality, safety and efficiency.

**Service Level Agreement**: A contract between a service provider and a user that specifies the level of service expected during a contract term. Service level agreements determine how performance will be measured and, in the event of underperformance, how the penalties will be calculated and paid.

**Service Oriented Architecture (SOA)**: A building-block approach to application development which emphasizes the reuse of software components that are built to perform individual functions and which interact with each other through clearly-defined interfaces.

**Shared Directory**: A service that enables the searching and matching of data to facilitate the routing of information to providers, patients, and locations.

**State**: The State of Georgia.

**State Medicaid Health Information Technology Plan (SMHP)**: The State's highly detailed plan submitted to and approved by the Centers for Medicare and Medicaid Services. This document provides detailed information about the health information technology

landscape in Georgia and sets forth the methodology for operationalizing the Medicaid Electronic Health Records Incentives Program including payments to and audits of eligible professionals and eligible hospitals.

**State Health Information Technology Strategic and Operational Plans:** The State's strategic and operational plans for a statewide HIE that were submitted to and approved by the ONC to fulfill a mandatory requirement of the State Health Information Exchange Cooperative Agreement Program. These plans describe how Georgia plans to connect unaffiliated health care providers who are committed to engaging in the safe and secure exchange of electronic health information across Georgia and beyond.

**Subcontract:** Any written contract between the Contractor and a third party, including a Provider, to perform a specified part of the Contractor's obligations under this Contract.

**Week:** The traditional seven-day week, Sunday through Saturday.

**WBS:** Work Breakdown Schedule.

**Work week:** The traditional work week, Monday through Friday.

## APPENDIX N REFERENCE MATERIALS

### Reference Materials

<http://healthit.gov/>

[http://www.cms.gov/EHRIncentivePrograms/55\\_EducationalMaterials.asp#TopOfPage](http://www.cms.gov/EHRIncentivePrograms/55_EducationalMaterials.asp#TopOfPage)

Georgia Health Information Exchange Strategic and Operational Plans (*Approved*):

[http://dch.georgia.gov/vgn/images/portal/cit\\_1210/35/59/173843730Ga\\_HIE\\_Strategic\\_Operational\\_Plans\\_Feb9\\_2011.pdf](http://dch.georgia.gov/vgn/images/portal/cit_1210/35/59/173843730Ga_HIE_Strategic_Operational_Plans_Feb9_2011.pdf)

[http://www.cms.gov/EHRIncentivePrograms/55\\_EducationalMaterials.asp#TopOfPage](http://www.cms.gov/EHRIncentivePrograms/55_EducationalMaterials.asp#TopOfPage)

### Reference Materials

Approved Georgia State Medicaid HIT Plan

[http://dch.georgia.gov/vgn/images/portal/cit\\_1210/22/52/174248524Georgia%20SHMP\\_7-18-2011\\_FINAL.pdf](http://dch.georgia.gov/vgn/images/portal/cit_1210/22/52/174248524Georgia%20SHMP_7-18-2011_FINAL.pdf)

Georgia Medicaid EHR Incentive Program:

<http://dch.georgia.gov/ehr>

**The following are sample campaigns with features and messages similar to those we envision producing with the selected Vendor:**

United Health Care “Health In Numbers” campaign:

<http://www.healthinnumbers.com/>

<http://www.healthinnumbers.com/#/innovation>

Alabama’s “One Record” campaign:

<http://onehealthrecord.alabama.gov/>

Kaiser Permanente “Thrive” campaign:

<https://www.kaiserpermanente.org/>

<http://thrivewithkp.org/>

PEPSI Refresh Project:

<http://www.refresheverything.com/>

## **The Robert Wood Johnson Foundation**

The Robert Wood Johnson Foundation has launched a new month-long consumer-focused health education campaign called <http://www.careaboutyourcare.org/>. Partially produced through a partnership with ONC, it was created to raise awareness about what consumers can do to improve their health care.

**APPENDIX O  
PERFORMANCE GUARANTEES**

<b>PERFORMANCE MEASUREMENT</b>	<b>STANDARD</b>	<b>PERFORMANCE GUARANTEE</b>
Prepare and submit final detailed work plan addressing all requirements identified in the RFP, Sections 3.3, Detailed Services Required; and Section 3.4, Deliverables.	Contractor must submit FINAL, <u>detailed Work Plan</u> due to DCH within twenty (20) calendar days after the Notice of Award, addressing all requirements outlined in the following RFP Sections: 3.3, Detailed Services Required; and Section 3.4, Deliverables.	The Contractor will pay the Department \$500 per business day that it fails to meet this standard.  The Contractor will pay the above fees to the Department monthly.
Conduct benchmarking and produce findings regarding the use of electronic health information by providers and patients, including, but not limited to, secure exchange of health data, consumer privacy and security concerns, provider and patient awareness of available technology and access to health information as described in Sections 3.3.2 and 3.4.2 of the RFP.	Contractor must submit a draft benchmarking report no later than December 31, 2011, or an alternative date agreed upon by the parties.	The Contractor will pay the Department \$500 per business day that it fails to meet this standard.  The Contractor will pay the above fees to the Department monthly.
	Contractor must submit a final benchmarking report within fifteen (15) calendar days of receipt of DCH feedback from the draft report.	The Contractor will pay the Department \$700 per business day that it fails to meet this standard.  The Contractor will pay the above fees to the Department monthly.
Prepare a draft Marketing Communications Plan (MCP) as described in Sections 3.3 and 3.4.3 of the RFP.	Contractor must submit the draft MCP within thirty (30) days of DCH approval of the final benchmarking report.	The Contractor will pay the Department \$500 per business day that it fails to meet this standard.  The Contractor will pay the above fees to the Department monthly.

<b>PERFORMANCE MEASUREMENT</b>	<b>STANDARD</b>	<b>PERFORMANCE GUARANTEE</b>
<p>Prepare final MCP as described in Sections 3.3 and 3.4.3 of the RFP.</p>	<p>Contractor must submit final MCP within fifteen (15) calendar days of receipt of DCH feedback from the draft MCP.</p>	<p>The Contractor will pay the Department \$700 per business day that it fails to meet this standard.</p> <p>The Contractor will pay the above fees to the Department monthly.</p>
<p>Contractor shall implement a fully operational website dedicated to providing innovative consumer related-Georgia HIT information as described in Sections 3.3.7 and 3.4.4 of the RFP.</p>	<p>Contractor must have website fully operational within fifteen (15) days of DCH approval of the final MCP or an alternative date agreed to by both parties.</p>	<p>The Contractor will pay the Department \$1000 per business day that it fails to meet this standard.</p> <p>The Contractor will pay the above fees to the Department monthly.</p>
<p>Contractor shall operate and maintain a website dedicated to providing innovative consumer related-Georgia HIT information as described in Sections 3.3 and 3.4.4 of the RFP and this Performance Measurement. Contractor must formally request DCH approval and notify DCH prior to any scheduled system down time. DCH will consider any down time not approved by DCH or any down time where the Contractor does not notify DCH as unscheduled down time.</p> <p>The website must be accessible and functional 24 hours a day, 7 days a week except for DCH-approved time for system maintenance.</p>	<p>Upon implementation of the website, the website must be accessible and functional twenty-four hours a day, seven days a week except for DCH-approved time for system maintenance.</p>	<p>The Contractor will pay the Department \$1000 per business day that it fails to meet this standard.</p> <p>The Contractor will pay the above fees to the Department monthly.</p>