



STATE OF GEORGIA
Department of Community Health

REQUEST FOR PROPOSALS
For
Advertising and Marketing Services
For
Health Information Technology

RFP Number: DCH-HIT-01

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

RELEASED ON:
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1.0 INTRODUCTION

1.1 Purpose of Procurement

The Vendor resulting from the award of this contract will work as a collaborative partner with 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, for specific details.

1.2 Overview Of Procurement Process

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 which the Offeror must meet all five Mandatory Requirements in order to be considered for evaluation. Failure to meet any Mandatory Requirement will result in the disqualification of the Offeror's Proposal. **The Five Mandatory Requirements are:**

- a) Offeror's Company, or a principal member of the Company/bidding team, must have a minimum of fifteen years advertising/marketing 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;
- b) 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 6.14 of the RFP;
- c) Offeror must furnish and maintain all required insurances identified in paragraph 6.12 of the RFP;
- d) Offeror must execute and submit a Proposal Certificate (contained at Appendix A to this RFP); and
- e) 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 at Appendix C,

Mandatory Requirements Form, to the RFP. Offerors are not permitted to take exceptions to any requirement identified as “Mandatory.”

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

1.4 RFP Questions and Answers

- A. All offeror questions regarding this RFP shall be directed to the Issuing Officer named herein via email. Written questions will be received by the date and time specified in paragraph 1.6, Schedule of Events. No questions other than written will be accepted.
- B. 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*
- C. An Addendum to the RFP with the answers to written questions to this RFP will be available only on the Internet at DCH website located at [Grant Announcements](#) as indicated by the date in Paragraph 1.6, Schedule of Events. No response other than written will be binding upon the State.
- D. 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 State shall reserve the right to reject the proposal of the offending Offeror.

1.6 Schedule of Events

Description	Date	Time
Release of RFP	8/18 /11	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	8/22 /11	5:00 p.m. ET
Responses to Written Questions	8/24/11	5:00 p.m. ET
Proposals Due/Close Date and Time	8/29/11	2:00 p.m. ET
Evaluations	9/1/11- 9/6/11	
Demonstrations	9/12-9/15/11	
Proposal Evaluation Completed (on or about)	9/15/11	N/A
Negotiation of Contractual Terms	9/19/11	N/A
Notice of Intent to Award* [NOIA] (on or about)	9/22/11	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

*In the event the estimated value of the contract is less than \$100,000, the DCH reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

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 1st through June 30th. DCH shall possess two one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of DCH. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the DCH may, with the written consent of the Awarded Offeror, extend the contract for such period of time as may be necessary to permit the DCH’s continued supply of the identified products and/or services. 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, 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
- Accomplish 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 the health IT;
- 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) 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:

- Knit local/regional HIEs into a statewide fabric by using common technology and policy framework;
- Fill-in-the-gaps approach provides services to under-served and unserved participants; and
- Leverages existing regional HIT investments and initiatives.

2. Produce a ***trust architecture*** driven by requirements based on national standards and other inputs:

- 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 2010, DCH and the Georgia Cancer Coalition (GCC) partnered to submit a proposal for a US 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 area 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, their existence will need to be considered when developing campaigns promoting HIT activities.**

Target Audience

The outreach will be directed towards the following stakeholders:

Healthcare providers

Hospitals

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/Marketing firm (“Vendor”) that offers a full-range of services, possessing strong health care information technology marketing experience, and extensive knowledge of, or experience working with Medicaid. This Vendor 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) whose 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.

3.3 Detailed Services Required

The successful Offeror will provide the following activities:

1. Conduct benchmarking and produce findings regarding provider and patients’ use of electronic health information, 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.
2. Develop a marketing/communications/advertising plan 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 Vendor will assist DCH in gathering and understanding stakeholder feedback in order to clarify and make more effective outbound communications. The Offeror shall provide built-in advertising/marketing campaign performance measures to gauge campaign effectiveness.

3. Create brand awareness for Georgia HIT activities through positioning, branding and messaging, targeting providers and consumers within Georgia.
4. Build effective communication strategies promoting adoption, implementation or upgrade and meaningful use of the US Department of Health and Human Services' Office of National Coordinator 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.
5. Generate collateral, including but not limited to: logo, tag line, brand, fact sheets, provider FAQs, "champions" graphic templates and testimonials, crisis communications, style guides
6. Develop an interactive digital presence, including but not limited to: website, widgets, videos, e-mail marketing campaigns. **Please Note: DCH is seeking a digital presence, especially the 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 vendor response does not have to be mirror images of these. However, DCH does intend to use and inter act with the listed federal sites and Vendors should strive to incorporate federal links to and campaign themes within their response.**
7. Develop Trade advertising (Traditional, New Media), direct marketing, direct/interactive venues (Conferences, Webinars, etc.)

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.

- 1) A final, detailed Work Plan due to DCH within fifteen (15) calendar days after the notice of award, addressing all requirements outlined in Scope of Work Section 1.2 and in Technical Response sheets.

Specific Deliverables

Benchmarking and Analysis

- 2) Draft benchmarking results and analysis by December 31, 2011
- 3) Final benchmarking results and analysis by January 15, 2012

Advertising Marketing

- 4) Draft Advertising Marketing Plan by January 31, 2012

5) Finalized Advertising Marketing Plan by February 17, 2012

Please Note: This marketing plan will address those requirements identified as items 2, 3, 4, 5 and 7 in the Detailed Services Requirements Detailed Services Required: innovative brand awareness; communications strategies for innovative and effective use of electronic health records; and the generation of collateral.

Innovative Interactive Digital Presence

6) Website with widgets, videos operational by 3/15/2012

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 Vendor 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 document, 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 Vendor, **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 will not be provided for the successful Offeror by DCH. All work must be performed on the Offeror's location and equipment and resources.

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 should not use the DCH logo or the state of Georgia logo in their proposals.**

4.2 Required Organization of Offeror Proposals

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

Part 1, Administrative Documents:

Signed Company Contact Form (Contained as Appendix B to this RFP)
Signed Appendix A, Proposal Certification
Signed Appendix C, Mandatory Requirement Acknowledgement Sheet
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 C, 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 and Phone Number
RFP# DCH-HIT-01

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, 35th 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, location of offices 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 three (3) 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 issue of the performance was either:

- not litigated due to inaction on the part of the Offeror or
- litigated and determined that the Offeror was in default.

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 (G.O.R.A.), 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 an original and 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 Health Information Technology Advertising/Marketing Experience

The Offeror will provide details of your company's health information technology advertising/marketing 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:

- Experience in government projects (State and Federal)
- Experience in 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, 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/marketing experience or similar currently being performed by the Offeror or completed within the past 3 years. The Offeror shall provide for each using the form provided in Appendix F, References, to the RFP:

- 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. If the Offeror is listing multiple individual's references, they must be separated by individual and then listed in descending chronological order.

4.4 Plan and Approach for Project

This section of the Technical Proposal must include a detailed discussion of the Offeror's approach to providing the requested services of the RFP identified in Section 3.3, Detailed Services Required.

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

- Description of approach, which will fully address each requirements identified in Section 3.3, Detailed Services Required and Deliverables in Section 3.4;
- 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.
- Signed copies of Appendixes G- L to RFP

4.5 Contract

Please Note: The Contract that DCH intends to use will posted on the website separately. The Contract document along with any exceptions to the contract will 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) 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*. 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;
- 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 Vendor’s Proposal that indicates a “NO” response to any of 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 marketing 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 reduction of the 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 seven hundred (600) points will be available for the Technical Proposal. The areas of evaluation are:

Area 1: Offeror's Corporate Experience (100 Points)

- Offeror's Background and Experience;
- General Business Information;
Proposed Organization with Staffing Diagram
Health Information Technology Advertising/Marketing Experience;
- References and

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) rank raw technical scored (minimum 450 points and above) Offerors 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 marketing plans; communication strategies concerning meaningful use; 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.**

Offerors must receive a minimum of Seventy- five percent (75%) of the available raw score points (450) on the Technical Proposal evaluation in order to be considered acceptable. Offerors receiving less than Seventy- Five percent (75%) of the available raw score points will be declared non-responsive and will not be considered for further evaluation.

5.4 Assigning Point Value to Technical Proposals

Six hundred (600) points will be assigned to the highest acceptable Technical Proposal. Points for other 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

Only those Technical Proposals that obtain a minimum of seventy- five percent (75%) of the available scored points (450 out of 600) on the Technical Proposal evaluation will be considered acceptable and have their Cost Proposal evaluated. The State reserves the right to waive minor variances in the Cost Proposals or reject any or all Cost Proposals and request resubmission.

A maximum of four hundred (400) points will be assigned to the proposal with the lowest cost to the State.

Points for each proposal 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 Offeror with the highest combined Technical and Cost scores will be identified as the Apparent Successful Offeror. The ranking of Offerors 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 off the state of Georgia web portal; to locate the RFP and any associated Addenda, from the main DCH webpage, please select Grant Opportunities in the right margin, double click on the link then select , DCH RFP: DCH-HIT-01. **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 Contracting 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 attached as Appendix D, Contract Document to this 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.

Offerors will not retype the enclosed contract. 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.

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, if not, this could lead to rejection of the Offeror's proposal and discussions initiated with the second highest scoring Offeror.

6.5 Payment for Services

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 Open Records Act. 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 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 6.12. for address).

6.9 Policy on Drug-Free Workplace

The 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 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. Again, reports are due on the 10th day of January, for the previous quarter (October, November, December). 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

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'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.

6.13 Payment Bond

Mandatory Requirement. The Selected 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 awarded supplier(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

Contractor will be subject to meeting performance standards as specified by DCH. DCH has the right to change the required timeframes based on Contractor performance or DCH policy.

Contractor must have processes in place to monitor and self report against all performance standards.

In that this RFP and the resulting contract cannot contemplate every meaningful aspect current and future, with the execution of the Contract, performance failures of consequence as determined by their similarity to or relatedness to other specific performance standards outlined herein and in the resulting contract shall be handled as stated in the Performance Guarantees.

6.15 Performance Based Contracts and Damages for Contractor Actual and Liquidated Damages

Damage may be sustained by the State in the event that the Contractor fails to meet the requirements of this contract. An example of a declaration of failure to perform will be failure to complete the project deliverable as specified in the project plan in a timely manner; however, this does not exclude any other requirements determined to be in the best interest of the Department. In the event of default or the inability to maintain minimum standards as determined by DCH, the Contractor agrees to pay the State for the actual cost of damages or the specifically outlined sums as liquidated damages as defined in this RFP. Liquidated damages are considered compensation for increased contract management. Liquidated damages do not constitute a penalty and are for those losses that DCH cannot reasonably ascertain the specific dollar value of the loss. Liquidated damages will not exceed the value of the deliverable in which default has occurred or the cost to the Department to have the project completed by a third party.

The Performance Measurements, Standards and Guarantees applicable to this RFP are set forth in Appendix O, the Performance Guarantees of this RFP and in the contract.

6.16 Right to Assess Damages

DCH will assess damages based on assessment of the Contractor'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 Contractor must agree to or provide evidence 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 Contractor or DCH may require the Contractor 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 Contractor.

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 Contractor shall proceed diligently with performance of the contract and in accordance with the direction of DCH.

6.18 Payments and Invoices

All invoices must be monthly, in the original submissions that denote the service period, contract number, amount to be paid on each deliverable, be specific in the amount requested, and accompany all supporting documents required for payment approval. Each monthly invoice should represent evenly dispersed monthly cost for each deliverable.

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

6.19 Corrective Action

Should DCH find a contractor in non-compliance with the terms and requirements of the contract; corrective action shall result. Should there be no resolution to corrective action; DCH may take action from liquidated damages to contract termination.

6.20 Audit

DCH may conduct a financial audit or programmatic audit or both as deemed necessary. DCH may also conduct site visits (where applicable) and audit vendor performance and compliance. Should DCH find a contractor in non-compliance with the terms and requirements of the contract; corrective action shall result. Should there be no resolution to corrective action; DCH may take action from liquidated damages to contract termination.

APPENDICES

APPENDIX A	PROPOSAL CERTIFICATION
APPENDIX B	OFFEROR CONTACT INFORMATION
APPENDIX C	ACKNOWLEDGEMENT OF MANDATORY REQUIREMENTS
APPENDIX D	COST PROPOSAL
APPENDIX E	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

following:

1. That the submitted proposal, 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.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	

***This table must be completed in its entirety by the Offeror.**

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

ACKNOWLEDGEMENT OF MANDATORY REQUIREMENTS

1. Offeror or a principal member of the firm must have a minimum of fifteen years advertising/marketing 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 6.13 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 the 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 which DCH proposed to use 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 by 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 and phone number of Contracting Officer and/or Program Manager

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 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 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 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.

ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge that:

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

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

* Must be President, Vice President, CEO or Other Authorized Officer
**Must be Corporate Secretary

APPENDIX J

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

DCH Ethics In Procurement Policy	Policy No. 402
Effective Date: April 10 , 2006 Release Date: April 5, 2006	Page 1 of 8

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, 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 Immediate Family, receives improper personal benefits as a result of his or her action, decision, or disclosure of Confidential Information in 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 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 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 who 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.

“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.

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

“Immediate Family” shall mean a spouse, dependent children, parents, in-laws, or any person living in the household of the 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.

“Point of Contact” shall mean the individual designated to be a Vendor’s only contact with 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.

“Prohibited Contact” shall mean contact with any officer, member of the Board or other Employee of 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 leads to an appearance of a conflict of interest with respect to 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 immediate family 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. The Employee shall not 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;
 - 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 Immediate Family. 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 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 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 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 Ethics Officer. The Contracting Officer and managers are required to report suspected ethics violations to the Ethics Officer 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 Ethics Officer 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.

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):
 - contractor
 - Subcontractor
 - Vendor

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

* Must be President, Vice President, CEO or Other Authorized Officer
**Must be Corporate Secretary

APPENDIX K

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, DCH and Contractor, through their authorized officers and agents, have caused this Agreement to be executed on their behalf as of the date indicated.

COMPANY NAME HERE

BY: _____
Authorized Signature & Title Date

AFFIX CORPORATE SEAL HERE

(Corporations without a seal,

attach a

Certificate of Corporate Resolution)

ATTEST: _____
SIGNATURE Date

TITLE

* Must be President, Vice President, CEO or Other Authorized Officer

** Must be Corporate Secretary

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

ADA - Americans with Disabilities Act, Public Law 336 of the 101st Congress, enacted July 26, 1990. The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, 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 Act – 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.

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 & 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.

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.

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.

DCH – The Georgia Department of Community Health

DOAS – The Georgia Department of Administrative Services

EHR – Electronic Health Record -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.

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.

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

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

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.

HHS - U.S. Department of Health and Human Services

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

Health Insurance Portability and Accountability Act (HIPAA) – A federal law that 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

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.

National Standard- Standards and recommendations as set forth by the HIT policy committee and Direct Project specifications and best practices.

O.C.G.A. - Official Code of Georgia Annotated (State statutes).

Offeror – Respondent to this Statement of Needs

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.

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.

Prospective Offeror – Respondent to this solicitation

Publish - to produce or release for distribution

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.

Subcontractor – Any third party who has a written Contract with the Contractor 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 Structure

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

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://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

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/>

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**APPENDIX O
PERFORMANCE GUARANTEES**

PERFORMANCE MEASUREMENT	STANDARD	PERFORMANCE GUARANTEES AND LIQUIDATED DAMAGES
<p>Prepare and submit final detailed work plan addressing all requirements identified in Sections 3.3, Detailed Services Required and Section 3.4, Deliverables</p>	<p>Contractor must submit FINAL, <u>detailed Work Plan</u> due to DCH within fifteen (15) calendar days after the notice of award, addressing all requirements outlined in Sections 3.3, Detailed Services Required and Section 3.4, Deliverables</p>	<p>The Contractor will pay the Department \$500 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>Conduct benchmarking and produce findings regarding provider and patients use of electronic health information, 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</p>	<p>Contractor must submit draft of benchmarking data and findings no later than December 31, 2011</p>	<p>The Contractor will pay the Department \$500 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 must submit final benchmarking data and findings by January 15, 2012</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>Prepare Advertising and Marketing Plan addressing items 2, 3, 4, 5 and 7 in Section 3.3, Detailed Services Required</p>	<p>Contractor must submit draft of Advertising Marketing Plan by January 31, 2012.</p>	<p>The Contractor will pay the Department \$500 per business day that it fails to meet this standard.</p> <p>The Contractor will pay the above fees to the Department monthly.</p>

PERFORMANCE MEASUREMENT	STANDARD	PERFORMANCE GUARANTEES AND LIQUIDATED DAMAGES
Prepare Advertising and Marketing Plan addressing items 2, 3, 4, 5 and 7 in Section 3.3, Detailed Services Required	Contractor must submit final Advertising and Marketing Plan by February 17, 2012.	<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>
Contractor shall implement, operate and maintain a website dedicated to providing innovated consumer related Georgia HIT information	Contractor must have operational no later than March 15, 2011	<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>