

STATE OF TENNESSEE TENNESSEE DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS # 32901-31261 AMENDMENT # ONE FOR ELECTRONIC HEALTH RECORDS SYSTEM

DATE: 2/15/2023

RFP # 32901-31261 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

	EVENT	TIME (central time zone)	DATE
1.	RFP Issued		Jan. 3, 2023
2.	Disability Accommodation Request Deadline	2:00 p.m.	Jan.6, 2023
3.	Pre-response Conference	2:00 p.m.	Jan. 9, 2023
4.	Notice of Intent to Respond Deadline	2:00 p.m.	Jan. 10, 2023
5.	Written "Questions & Comments" Deadline	2:00 p.m.	January 24, 2023
6.	State Response to Written "Questions & Comments"		February 15, 2023
7.	Deadline for Clarifications/Additional Questions	<mark>2:00 p.m.</mark>	March 3, 2023
8.	State Response to Clarifications/Additional Questions		March 27, 2023
9.	Response Deadline	2:00 p.m.	May 31, 2023
10.	State Completion of Technical Response Evaluations		July 14, 2023
11.	State Schedules Respondent Oral Presentation(s)		July 21, 2023
12.	Respondent Oral Presentation(s)		August 14-17, 2023
13.	State Opening & Scoring of Cost Proposals	2:00 p.m.	August 22, 2023
14.	Negotiations Conducted by Central Procurement Office		August 23-25, 2023
15.	State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	August 30, 2023

16. End of Open File Period		September 6, 2023
17. State sends contract to Contractor for signature		September 11, 2023
18. Contractor Signature Deadline	2:00 p.m.	September 18, 2023
19. Performance Bond Deadline		September 19, 2023
20. Contract Start Date		October 1, 2023

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall <u>NOT</u> be construed as a change in the actual wording of the RFP document.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		 Please confirm the number of providers (physicians) and outpatient encounters annually. 	There are 36 Physician Providers. There are approximately 30,000+ OutPatient encounters annually.
		 Are you replacing an existing EHR and moving to a new one? For 15+ years, [Company Name removed] has been migrating and archiving legacy data so out-of-production software can be decommissioned. We welcome the opportunity to discuss how you plan to handle your legacy data during this EHR replacement. 	No. The State will be implementing a new EHR System. Our current system is paper-based.
		3. I did have one additional question from a member of our clinical team: he mentioned that he was unable to find Policy 113.93 for behavioral health, under the subcategory of Detox. We were both able to locate a relevant policy change notice (filename 11393p1.pdf in the Pro Forma Att. 2 Applicable TDOC Policies file) but not the full policy itself, which he'd also like to review. Is that something you'd be able to provide for us?	Policy #113.93 is being included as Attachment 1 to this Amendment. Please see Item 4 below.
RFP Attachment 6.2 A-Section A.7	24	4. State Inpatient Psychiatric Hospitals have large forensic units. Would large state hospitals with close connections to Corrections with forensic populations qualify as a reference?	No.
RFP Attachment 6.2 A-Section A.19	25	5. Does TN DOC consider their pharmacy an inpatient or outpatient pharmacy facility. Meaning, does the pharmacy fill prescriptions or orders?	The State considers its Central Pharmacy to be an Inpatient Pharmacy facility. The pharmacy fills medication orders.
РН.9		 Would the ability to generate a paper MAR during downtime or lack of connection be considered sufficient 	Yes.
RFP Section 1.1	3	7. Do offenders have the ability to create their own appointments for the clinic, or	Both. Currently inmates have the ability to create/sign-up for

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		is closer to a pink-card system that is handed to the guard for scheduling?	sick call, and all other appointments are generated by medical staff requiring notification to correctional officers to allow movement to medical.
Ge.75		8. Would anatomical figures still be required if there is the capability to incorporate photographs of wounds, scars, tattoos, etc with location documentation directly into the EHR?	Yes. Anatomical figures are required.
		9. How many named users will access the EHR?	One Thousand two hundred (1200) named users will access the EHR.
		10. How many concurrent users will be accessing the EHR?	Between five and seven hundred (500-700) concurrent users will access the EHR.
		 How many full-time providers will access the EHR? (MD's, NP, PA, DO') 	Eighty (80) full-time providers will access the EHR. This number includes Dentists.
		 How many part-time providers will access the EHR? (MD's, NP, PA, DO') 	Twenty (20) part-time providers will access the EHR.
		13. How many providers will utilize the telehealth capability? How many mid-level provider support personnel will utilize telehealth?	Fifty (50) providers will use the telehealth capability. Twenty (20) mid-level provider support personnel will utilize telehealth.
		14. The RFP references that the RFI results indicate a cost range from vendors of \$1M-\$12M. What is the budgeted amount for the EHR in year one? What is the available budget for years 2 through 5/10?	The department currently has \$13,050,000 non-recurring funding from the ARPA Coronavirus State Fiscal Recovery Funds. Of this amount \$13,000,000 is for the implementation of EHR. Once this funding is exhausted, the department will use other designated funding for the project. A cost increase request will be done once the budget is exhausted to ensure continuity of the project in out years.
		15. Will there be any reduction in the performance bond amount? 100% of the vendor's proposed cost is extreme.	The State will not be reducing the bond amount. The intended Awardee has the choice of providing a <u>single</u> bond at 100% of the Maximum Liability for the entire term , <u>or</u> to provide a performance bond <u>each year</u> at 100% of the Liability for that year of the Contract.

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		16.	If the milestone penalties are triggered by no fault of the vendor, will the payments be accessed?	Please see Item 9 and 10 below.
		17.	What is the milestone penalty appeal process?	Please see item 9 and 10 below.
		18.	What is the target go-live date	The State desires full state-wide implementation within eighteen (18) months of the Effective Date of the Contract resulting from this RFP.
		19.	Is the requirement for 99.9% availability negotiable?	No.
		20.	By requiring vendors to sign the "Statement of Certifications and Assurances" the State is indicating an unwillingness to reasonably negotiate the terms of that document, regardless of whether or not the definitive statements within are reasonable to adhere to. Is this the State's intent?	The State will not be accepting any modifications or qualifications of the Statement of Certifications and Assurances document.
		21.	If a vendor is unwilling to sign the "Statement of Certifications and Assurances" without modification or good faith discussions, will the State eliminate the vendor for consideration?	A respondent must pass <u>all</u> Section A Mandatory Items in order to be responsive and responsible and to be considered for evaluation. Please refer to section A.1. of RFP Attachment 6.2 Section A.
		22.	How should vendors expect to conduct reasonable discussions and/or offer modifications to the "Statement of Certifications and Assurances"?	Please see the State's response to Question #20.
		23.	Does the State acknowledge that some vendors will be proposing Commercial- of-the-Shelf software, developed at commercial expense and not solely for the State?	The State does anticipate that some vendors may propose Commercial-Off-the-Shelf solutions.
		24.	Can the State please provide a specified time for the Deadline for Clarifications/Additional Questions due 3/3/23? Section 2.1 – RFP Schedule of Events	Please see the adjusted Schedule of Events above in item 1.
		25.	Please define the word "possess" in relation to software. Section A.8, Warranty, 2 nd paragraph: "Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.	The State owns the data and licenses the right to use the application. There is no ownership in the IP. The State is licensing a COTS product. Please see Item 11 below.
			Please define "full rights to use the goods.	As the State will be implementing a COTS solution, the State owns the data and licenses the right to use the application.
		27.	Based on the response to the definition of "full rights to use the goods." Please clarify the intention of the language in Section "E.3, State Ownership of Goods:	Please see item 14 below.

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		"The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.	
		28. Please define the type of "license" expected.	The license which would remain valid during the term of the contract – gives TDOC permission/rights to use the solution as long as the State continues to pay the licensing and maintenance fees during the contract term.
		29. Please further define the phrase "in the course of the State's business and purposes." Section E.6, Software License Warranty: "Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes."	In the course of the State's business purposes means in the provision of medical, dental and behavioral health care, including emergency care, chronic care clinics, medication management, diagnostic tests and procedures, infirmaries, inpatient hospitalization, substance use treatment and specialty services to the inmate population. It also includes but is not limited to accessing the records for other purposes such as responding to inquiries from other Tennessee government agencies or officials, public records for litigation.
		 Is the 12-point font requirement applicable to spreadsheet responses, as it is defaulted to 11-point? Section 3 Response Requirements; 3.1 Response Form; 3.1.1.2 	Please see the updated spreadsheet attached as part of this amendment and Item 5 below. The spreadsheet has been updated to 12 point font.
		31. Does the agency expect vendors to provide DICOM modality worklist on the diagnostic imaging devices?	Yes. The State expects vendors to provide DICOM modality worklist on the diagnostic imaging devices.
		32. Can the State please confirm if it will consider any objections, amendments, or clarifications requested during the second clarification period, submitted prior to the deadline (Deadline for Clarifications/Additional Questions, due 3/3/23)? Section 1.6 Respondent Required Review & Waiver of Objections main RFP	Confirmed.
		 Will the State accept digital signatures? Section 3.2 Response Delivery; 3.2.1 	Yes.
		34. The State has indicated that it requires one digital document of the Technical Response in PDF form. Does the state expect to receive Att.6.7- EHR	Attachment. 6.7 should be returned both in PDF form and in its original Excel format.

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		requirements matrix within that PDF form? Or should it be returned in its original Excel format? Section 3.2 Response delivery 3.2.2.1	
		35. We understand that the response will become public record upon the State's release of a Notice of Intent to Award per 4.8.3. Will vendors be provided the opportunity to redact proprietary information that reflects trade secrets or other confidential information that could be damaging to its business if made available in a public manner? (Example: security related responses or schema) Section 4.8. Disclosure of Response Contents, 4.8.3	The State does not accept redacted proposals. It is not required or expected by the State that a Respondent disclose trade secrets in their response to this RFP.
		 36. Please confirm if we can use the same references for A.7 that are used for the Reference Questionnaires (RFP Attachment 6.4) Section RFP Attachment 6.2 – Section A – Technical Response & Evaluation Guide, requirement A.7 	Confirmed.
		 37. Please confirm if TDOC's Health Record Modernization vision refers to Section 1.1 Statement of Procurement Purpose on page 3. Section RFP Attachment 6.2 – Section A – Technical Response & Evaluation Guide, requirement A.7 	RFP Section 1.1 p3 illustrates the high level vision for the EHR solution. Pro Forma Contract Section A.3 p 68 Further expands upon the department's vision for the EHR solution.
			With respect to RFP Attachment 6.2 Sect-on A - Technical Response & Evaluation Guide item A.7., please refer to the requirements included in RFP Attachment 6.7.
		38. Please confirm that is it not necessary to return the RFP text from Attachment 6.6 Pro Forma Contract in the Technical Response. Rather, Vendors can simply address the referenced sections in narrative form in the appropriate order as dictated by RFP Attachment 6.2 Technical Response & Evaluation Guide. We understand vendors should duplicate and return the Technical Response & Evaluation Guide and any RFP attachments. Section RFP Attachment 6.2, Section D - Technical Response & Evaluation Guide	Confirmed.
		39. Please confirm that is it not necessary to return the RFP text from RFP Attachment 6.7 - EHR Requirements Matrix in the Technical Response. Rather, Vendors can simply address the referenced sections in narrative form in the appropriate order as dictated by RFP Attachment 6.2 Technical Response & Evaluation Guide. We understand vendors should duplicate and return the Technical Response & Evaluation Guide and any RFP attachments Section RFP	RFP Attachment 6.7 must be returned as part of the Technical Response, please see RFP Attachment 6.2 Section A, item A.15.

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		Attachment 6.2, Section D - Technical Response & Evaluation Guide	
		 40. Do vendors need to return RFP Attachment 6.2 – Section E with our response? Section RFP Attachment 6.2 – Section E – Orals Presentation & Software Demonstration & Evaluation Guide 	No. Section E refers to Oral Presentations and will be used during that period as described in section 5.2.1.5.
		 41. Will a SOC 2 suffice for demonstrating maintenance of a secure hosted environment? Section RFP Attachment 6.2 - Section A, TECHNICAL RESPONSE & EVALUATION GUIDE, Requirement A.10 regarding section A. 10 Provide written confirmation that the Proposed Solution's hosting environment for all components is compliant with Statement on Standards for Attestation Engagements (SSAE-18) SOC 2 Type 2 and have Federal Risk and Authorization Management Program (FedRAMP) Certification, FedRAMP Risk Assessment that indicates compliance, or has a documented NIST 800-53 rev 4 or higher at a "moderate" system risk assessment designation. 	Please see item 6 below. A.10 has been adjusted to make language between RFP Att. 6.2 Section A, section A.10 and RFP Att. 6.6 Pro Forma section E.8 consistent.
		42. In order to appropriately scope technical infrastructure and capacity, can the department please provide an estimated number of users who will be concurrently in the system? For clarity, this would be total number of individuals logged into the system at any given time. If you do not feel comfortable estimating this number, please provide a total number of users of the systems (clinical users and administrative staff who would need to access the EHR).	Please refer to the State's Response to Question 10.
		43. How many infirmary beds are there?	There are 209 infirmary beds across the State.
		44. Are there stationary bedside medical devices such as pumps, monitors, vitals machines, etc. in use at any of the beds? If so, how many beds?	There is no stationary bedside equipment.
		45. As closed-loop medication process follows industry standard on patient care, does the department wish to pursue a closed-loop medication process by implementing a pharmacy management system for documentation of meds distribution? Or will the state not be pursuing closed-loop medication process and relying on an interfaced meds process to a separate meds administration system?	The State wishes to pursue a Closed-loop medication process inclusive of electronic medication administration records.
		46. The RFP indicates 1,200 providers, which is high compared to other states. Would you please provide the number of physicians/providers who prescribe medications and provide direct services at your locations?	There are 80 providers (MD, NP, PA, Dentists) who prescribe medications and provide direct services.

RFP SECTION	PAGE #	Q	UESTION / COMMENT	STATE RESPONSE
		state	is the current dental EMR? Is the considering keeping that system to unnecessary cost?	There is no current Dental EMR.
		you ha	nany behavioral health beds do ave at the facilities.	There are a total of 116 beds. Sixteen (16) are Behavioral Health Infirmary beds and one hundred (100) are Supportive Living Unit beds.
		for im	estimated budget of 1-12 million plementation or the implementation DDI) phase of the project?	Please see the State's Response to Question 14.
			is the annual budget for enance and Operations?	There is no specific budget line item for maintenance and operations since the funding was secured for the project implementation. Please see the State's Response to Question 14.
			nany IT staff resources will be ling support during M&O?	Support will be provided by a Project Director, a Senior Project Manager and Business Analysts.
		agenc	nany telehealth visits does the cy estimate in a given month, and nany providers provide telehealth es?	The State estimates approximately 1000 telehealth visits in a month. Fifty (50) providers provide telehealth services.
		medic medic	e provide a comprehensive list of al devices that will be providing al data to the EHR, including: e Type, Manufacturer, and Model er.	No devices will input "medical" data into the EHR.
		expec quality alterna Attach to alig	urrent liquidated damages tations prioritizes speed over y. Is the State open to a negotiating ative expectations within ment Three – Liquidated Damages n appropriately with the type of t that is being delivered?	The State declines to change the Liquidated Damages Attachment 3 and Pro Forma section C.3 are being revised to remove Milestone Based Penalties.
		reasor standa liquida appro expec	endors who maintain commercially nable liquidated damages ards, will the State negotiate ated damages to more priately align to industry tations associated to the products ocuring?	Please see response to Question #54
RFP Section 1.1	3	total T a priva resea Does aforer	FP notes that four out of the 14 Fennessee prisons are managed by ate company—according to our rch, that company is CoreCivic. CoreCivic manage all four of the nentioned prisons and if not, what companies manage them?	CoreCivic manages all four.
RFP Section 1.10	6	requir which	the state be willing to lower the ement to 25% of the contract price, is in line with the minimum allowed nnessee Code §12-4-207?	No

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RFP Section 1.10	6	58. Would the state allow for the performance bond to be completed on an annual basis where the percentage is based upon compensable amount for that 12-month period?	Please see response to Question 15.
RFP Att. 6.6. Pro Forma Section C.4	96	59. Would the state be willing to allow the vendor to build in language regarding out-of-scope travel?	No.
RFP Section 5.1	17	60. We note that the total cost of the proposed solution will account for 30% of respondents' total scores for this RFP. Tying this significant point value to the proposed product's cost may result in TDOC selecting a solution that, while inexpensive, lacks the functionalities and product quality sought by the state. Would the state consider revising the point value for this requirement?	The State declines to make this change.
RFP Att. 6.6. Pro Forma A.3.k.	69	61. Will the state consider alternative project milestones more appropriately aligned with the successful implementation methodology of the selected solution?	The State declines to make this change.
RFP Att. 6.6. Pro Forma A.3.k.2.	69	62. The state indicates that all interface design must be done as part of the solution design milestone. Does the state have all necessary contract mechanisms in place to ensure the staff of the third- party applications being interfaced with the EHR are fully engaged in this process?	The State anticipates having all such contract mechanisms in place by the time of contract award.
RFP Att. 6.6. Pro Forma A.3.k.3.	69	63. Is the state anticipating the vendor to conduct a visit to every unique site and conduct an in-person kickoff at each site?	The vendor would visit each site either in person or remotely as part of a kickoff and discovery event to confirm workflows, services provided, and infrastructure requirements.
			The vendor must be on-site for the pilot implementation detailed in Pro Forma Contract Section A.4.s. and during the Statewide rollout as detailed in Pro Forma Contract Section A.4.t.
RFP Att. 6.6. Pro Forma A.3.k.5.	69	64. Please identify all systems from which data is expected to be converted into the EHR and the types of data expected to be included in a conversion.	Please see p76 Pro Forma Contract Section A.4.f Data Migration Plan.
RFP Att. 6.6 Pro Forma A.4.a.5	70	65. How does the state define the Contract Period Beginning Date? Does the state have its complete project team identified and prepared to participate in this meeting on a few days' notice?	Please see item 7 below. This should read Effective Date to align with the term as defined in Section B.1 of the Pro Forma.
RFP Att. 6.6. Pro Forma A.4.b.2.	70	66. The state does not identify workflow documentation as a deliverable. Does the state have workflow analysis documentation staff who will perform this work in a timely enough manner to keep the project on schedule?	It is the State's expectation that the vendor will develop and deliver future state workflow documentation for formal acceptance. We anticipate that the future state workflow

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			documentation will be incorporated into the end-user training materials.
RFP Att. 6.6. Pro Forma A.4.u.3.k.(1)	85	67. Though our team is prepared to adopt security level and response protocols referenced by the state in the Security Level and Response Table, would the state be willing to modify some of the language and other elements of this table so that the responses align more with the vendor's standard operating procedures on these types of issues?	The State declines to make this change.
RFP Att. 6.4. References	41	68. Shall all three of these references be from State Department of Corrections Agencies that are directly contracted with the vendor and live with the EHR solution, all having a daily population of ~10,000+?	Yes.
Att. 6.7 EHR Matrix, Non Functional Tab, Cell D9	N/A	69. Could you please elaborate on which data specifically this row refers to?	D9 refers to no loss of data or functionality in the event of fail- over barring loss of in-flight transactions at time of failover.
General	N/A	70. What is the maximum (concurrent) number of users that will be on the system at any given time?	Please see the State's Response to Question 10.
General	N/A	71. How many full-time equivalent resources does the state expect to dedicate to this project?	The State does not anticipate any full-time equivalent State staff dedicated for the project. There will be STS staff in the following positions who will be available, but are working on other projects at the same time: Project Director, Senior Project Manager and Business Analysts
			Similarly, TDOC Clinical Services staff including the Chief Medical Officer, Director of Behavioral Health and Director of Nursing will be available but will be carrying out their daily duties.
			There will be State staff who can serve as primary points of contact.
			The State expect respondents to identify the roles State staff will need to fulfill for a successful implementation.
General	N/A	72. What are the state's expectations of a vendor with regard to organizational change management? The RFP includes an OCM plan, but is it the expectation of the state that the vendor will manage and or execute this plan?	Yes. It is the State's expectation that the vendor will manage and execute this plan.
General	N/A	73. How many shifts are there per day?	Two-thirds (2/3) of the staff are Medical. Medical staff have two

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			(2) twelve-hour shifts (12 hours). Behavioral Health staff have three (3) eight 8-hour shifts.
General	N/A	74. Can TDOC please provide the name of every vendor/system with which the EHR must interface with for go-live, with elaboration on the data points/functionality being requested with each interface? Please provide all necessary information and add systems where necessary.	Please see the State's Response to Question 64.
		75. What is the anticipated number of concurrent users?	Please see the State's Response to Question 10.
		76. What company is currently the Medical Services Provider at the TDOC?	Centurion is the State's current Medical Services Provider
		77. For training estimates, what is the staffing breakdown at each TDOC facility? Number of providers (MD's, NP's, PA's, Dentists), Number of Nursing personnel (RN's, LPNs, MA's), Number of Behavioral Health/Mental Health Professionals (PHDs, LCSWs, etc.), Number of HIM staff, Ancillary staff (staffing assistants, Radiology Techs, Laboratory Techs, etc.) Number of Dental Hygienists, assistants?	Staffing patterns for the State's current Inmate Health and Behavioral Health contracts are included as Attachment 2a and 2b to this amendment.
		 Will paper records/documents require conversion? If so, to what extent will the TDOC require document/data archiving? (Wwhat is the estimated volume, pages, etc.?). 	No. Paper documents will not require conversion.
		79. If paper records are to be scanned, does the TDOC prefer inhouse scanning or use of a 3rd party scanning vendor to scan current inmate patient records?	Scanning of "historic medical records" is beyond the scope of this solicitation. Future paper document" scanning functionality is within the scope of this solicitation would be performed by our State or Contractor Medical or Behavioral Health staff while onsite.
		80. Does the TDOC anticipate the vendor to quote and provide PC's, Printers, Scanners, Bar Code Readers, Signature Pads and other peripheral devices as part of the proposal?	No. the State intends to provide the equipment.
		81. Are network connections or WiFi available in all clinical and medication dispensing areas?	Wireless connectivity is not available at facilities. Wireless does not exist in the prisons for security reasons. if the decision to install wireless is made in the future, the wireless solution is part of the state network infrastructure and <i>cannot</i> be expanded by the vendor.

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		82.	How many medical and psychiatric providers are there for controlled substances?	There are eighty (80) including Dentists. For the most part, they have DEA numbers that allow them to write prescriptions for controlled substances
		83.	How many Dental Units are located across the TDOC's 14 prisons?	All sites have at least one Dental unit.
		84.	How many Dental Operatory chairs are at each dental unit?	There are a total of forty (40) dental operatory chairs across the state.
		85.	What is dental staff breakdown? How many dentists, dental hygienists, other dental support staff?	The Statewide total is as follows: 21 Dentists, 22 dental assistants and 7 dental hygienists
		86.	What is the Agency Timeline for implementation? 18 months? 24 months?	Please see the State's response to Question 18.
RFP Section 3.2	11-12	87.	Please elaborate on submission requirements (multiple copies, USB's etc.)	Please refer to Sections 3.2.2 and 3.2.3 on pages 11-12 of the pdf of the RFP.
				The Technical and Cost Proposals must be packaged separately. There should be an original paper version of each proposal accompanied by the requisite number of USBs as listed in the RFP.
				Responses may not be submitted via E-mail, they may only be submitted via mail (USPS, DHL, FedEx, UPS, etc) or by hand delivery to the location listed in 3.2.4.
RFP Attach. 6.2 Section B, B.12		88.	Providing customer information to include the number of users by user type is confidential customer information.	The state requires this information to fully evaluate the vendor qualifications and experience.
				At a minimum, the proposer should be able to provide the requested information for all State and Federal Correctional facilities. If they cannot, that should affect their overall evaluation score.
RFP Section 4.8	15	89.	This section does not address a vendor's Confidential & Proprietary Material.	Per section 4.8, all responses and its contents will be part of the Open File. Please see the State's response to Question 35.

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RFP Section 3.2	11-12	90. The Response Delivery section does not address a vendor's Exception to Requirements process.	There is not a process to request exception to the State's requirements.
RFP Att. 6.2 Section D	34-35	91. D7 on page 35 seems to be missing?	Please see item 3 below updating Att. 6.2 Section D.
RFP Att. 6.2 Section C, C.5		92. Where is A.3 - Scope of Services Implementation?	Please see Item 8 below.
RFP Att. 6.2 Section C, C.10		93. Please clarify, A.4.e on page 74 is labeled as Solution Design Standards?	Please see item 8 below.
		94. Will the TDOC have an internal "first line" Help Desk in place at each facility or will all Help Desk Assistance be directed to the Vendor?	Help Desk Assistance will be directed to the vendor.
RFP Attach. 6.6 Pro Forma Section C.1	93	95. Is the Vendor expected to submit item C.1 together with the Cost i or at time of contract signing?	The Maximum Liability is expected to be determined by the Cost Proposal submitted by the awarded respondent.
RFP Att. 6.6 Pro Forma C.3	95	96. Is the Vendor expected to submit the Recurring Payments table found on page 95 with their Cost Proposal or at time of contract signing?	These items are captured with the Cost Proposal, please refer to RFP Attachment 6.3.
RFP Att. 6.6 Pro Forma C.3	95	97. Is the Vendor expected to submit the Maintenance and Enhancements Requests table found on page 95 with their Cost Proposal or at time of contract signing?	Please see response to Question 96.
RFP Att. 6.2 Mandatory Requirements, A.7		98. What is meant by certified?	Please see item 6 below.
RFP Att. 6.7, EHR Matrix Administrative Tab, AD-12	N/A	 Please provide a description of the Limits of Confidentiality based on TCA 10-7-504(a). 	The question is not specific enough for the State to provide an answer. Please refer to the RFP with specific questions in order for the State to provide an answer.
RFP Att. 6.7, EHR Matrix	N/A	 100. Requirements indicate to use a 12 point font however the 32901- 31261_EHR_Requirements_Matrix_Final is locked down to 11 point font. 	Please see State's response to Question #30.
RFP Att. 6.7, EHR Matrix	N/A	101. There are numerous cells on multiple tabs that do not display the full requirement due to the cell not being fully open. With the Matrix locked down as it currently is, we cannot open the cell any further.	This was corrected and reattached to the website and emailed to the Notice of Intent to Respond list on January 17 th . Please make sure you open the file in the native Excel application.
RFP Att. 6.7, EHR Matrix Pharmacy Tab, PH1	N/A	102. What is meant by self-medication assessment?	Self-medication assessment means evaluating the medications the inmate self- administers from a fixed amount (30 days' worth) issued to the

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			inmate by medical, also referred to as "Keep On Person" or KOP.
RFP Att. 6.7, EHR Matrix Pharmacy Tab, PH7	N/A	103. What is meant by cascade MAR dates?	eMAR dates are impacted by external events like late delivery of medications. For example, the system should enable providers to update the eMAR with the actual first dose and cascade the remainder of the prescription dates to correspond with the actual first date dose.
RFP Att. 6.7, EHR Matrix Pharmacy Tab, PH12	N/A	104. What is meant by an aged chart deficiency report?	An aged chart deficiency report is analysis of deficiencies, such as signing documents, completing chart components, or providing missing documents.
RFP Att. 6.7, EHR Matrix Pharmacy Tab, PH20	N/A	105. What is meant by "use of wild cards"?	A wildcard character, as mentioned on the Reporting tab of RFP Attachment 6.7, is a special character that can represent one or more unknown or unidentified characters to filter or search or use in formulas.
RFP Att. 6.7, EHR Matrix General Tab, GE18	N/A	106. What is meant by structured data fields of any type?	Structured data fields are database entities or attributes associated with entities that are searchable and can be referenced in form building, reporting, etc.
RFP Att. 6.7, EHR Matrix General Tab, GE47	N/A	107. What make/model of hand-held scanner does TDOC use?	Scanners are purchased by medical and mental health vendors. The State does not mandate a certain type
RFP Att. 6.7, EHR Matrix General Tab, GE58	N/A	108. What information would be included on such a flowsheet?	Information should include but not be limited to most recent entries or actions on a patient record during the departing shift and noting actions or entries that need to be made as follow- ups during the incoming shift.
RFP Att. 6.7, EHR Matrix General Tab, GE106	N/A	109. What is meant by orders with inactive or unverified status? How does an order become inactive or unverified?	Inactive means an order is to expire, because it is unverified by a pharmacist.
RFP Att. 6.6 Pro Forma Contract, A.4.j.7	95	110. Please elaborate further on what is needed here. The EHR is a very enormous solution containing numerous modules with an exorbitant amount of dependencies, files accessed during processes, etc.	The intent of the Operations Manual is to provide the State with the knowledge to efficiently support and maintain the Solution as appropriate. The

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
			Operations Manual must contain the appropriate level of detail for State staff.
RFP Att. 6.6 Pro Forma Contract, A.4.j.8	95	111. Please elaborate further on what is needed here. The EHR is a very enormous solution containing numerous modules with an exorbitant amount of dependencies, files accessed during processes, etc.	The intent of the Operations Manual is to provide the State with the knowledge to efficiently support and maintain the Solution as appropriate. The Operations Manual must contain the appropriate level of detail for State staff.
RFP Att. 6.6 Pro Forma Contract, A.4.u.3.e	100	112. Please elaborate regarding "on-site personnel during pre-implementation, implementation and 90 days past implementation"? Does this mean a vendor employee in offices of our own in Nashville, TN, or a vendor employee on site at TDOC offices? What is TDOC's definition of "pre-implementation, implementation and 90 day post implementation phases"?	It is the State's expectation that some vendor personnel will be onsite, at each facility supporting go-live activities. Pre implementation activities might include validating all equipment is setup and functioning, all end-users have the appropriate access, etc.
			Post Implementation activities should include providing At- Elbow support for an agreed upon timeframe.
		113. How far back would the migration of data be necessary? How many different databases would be included?	The State would anticipate converting data from the OMS for offenders currently in custody.
		114. Are there any intentions to update the technology and strategy standards prior to implementation? What standard would be applied for implementation if those standards change during the time between award and implementation?	It is possible that the State could update the technology and strategy standards. If the State were to update the technology and strategy standards after contract award, the updated standards would be applied.
		115. How would they signify acceptance of each milestone? Will there be one ultimate authority, or will several stakeholders' approval be required?	For each milestone, the State and Vendor would establish mutually agreeable acceptance criteria and formally document that during the initial phase of the project.
		116. In A.4.u.3.e, the Contractor shall assign on-site personnel who shall be responsible for the oversight of all day- to-day operations during pre- implementation, implementation, and for a period of ninety days post implementation. Does the State wish that person to be the Contractor, or can the Contractor assign a DOC or Healthcare Staff member to be the on- site	The Contractor must assign Contractor staff to meet this requirement.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		 117. The RFP mentions replacing both OMS and CIPS but I am not finding details about those systems. Please provide the name(s) of the legacy system(s) being replaced. Size of discrete database Size of docs and images Number of providers in the provider table (if applicable) 	Replacement of the State's OMS is beyond the scope of this procurement. The State does, however, intend to replace the legacy system in the future. The Legacy system is an IBM DB2. It is a discrete database of approx. 300GB, which includes the offender mugshot and tattoo images. As defined in the Pro Forma Contract Scope of Services, "CIPS" means the software used by TDOC's Pharmacy Administrator for the ordering and management of pharmaceuticals used in offender patient treatment
		118. Respondent is a best of breed data management firm however, we do not have an EMR to offer. Therefore, some of the details within this RFP are outside our scope. We could engage with the State of Tennessee Department of correction to provide the legacy data archiving or migration into the EMR once selected. We welcome the opportunity to work with another vendor(s) that are replying to the RFP to provide a full service offering. We have reached out to a handful of vendors and will continue that process. But, wanted to check with you to see if Respondent could reply to just the portions of the RFP that are applicable to our offerings as an option should we not finalize a partnership with another vendor.	No, A respondent must be able to provide all services required by the State, utilizing their own resources or using those of a subcontractor.
		119. Does TDOC require mass scanning of inmate health records if TDOC is still on paper records?	No. The State will build the patient record content starting at go- live. The State anticipates initial demographics records being preloaded into the system at go-live. Historic paper-based documentation will not become part of the EMR and is beyond the scope of this solicitation.
		120. From which systems will the vendor need to migrate historical data given there is mention of migration?	Please refer to Pro Forma Contract Section A.4.f on page 76 of the pdf of the RFP.

3. Delete RFP Attachment 6.2 Section D in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D: EHR REQUIREMENTS MATRIX. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value	1 = poor	2 = fair	3 = satisfactory	4 = aood	5 = excellent	
	1 – poor		J = Salislacioly	7 – 900u		

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:		L				
Response Page # (Respondent completes)	ltem Ref.		Section D - EHR Requirements	ltem Score	Evaluation Factor	Raw Weighted Score
	D.1.	the requised Rec this	vide a narrative statement describing how proposed EHR solutions meets the uirements defined in the "Administrative" tion of RFP Attachment 6.7 - EHR quirements Matrix. Additionally, describe how functionality improves overall provider ciency and patient outcomes.		10	
	D.2.	the requ of F Mat fund	vide a narrative statement describing how proposed EHR solutions meets the uirements defined in the "Behavioral" section RFP Attachment 6.7 - EHR Requirements trix. Additionally, describe how this ctionality improves overall provider efficiency I patient outcomes.		15	
	D.3.	the req RFI Mat fund	vide a narrative statement describing how proposed EHR solutions meets the uirements defined in the "Dental" section of P Attachment 6.7 - EHR Requirements trix. Additionally, describe how this ctionality improves overall provider efficiency I patient outcomes.		10	
	D.4.	the req RFI Mat fund	vide a narrative statement describing how proposed EHR solutions meets the uirements defined in the "General" section of Attachment 6.7 - EHR Requirements trix. Additionally, describe how this ctionality improves overall provider efficiency I patient outcomes.		15	
	D.5.	the req	vide a narrative statement describing how proposed EHR solutions meets the uirements defined in the "Other" section of P Attachment 6.7 - EHR Requirements		10	

		Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes				
	D.6.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Pharmacy" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		20		
	D. <mark>7</mark> .	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Medical" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		25		
	D. <mark>8</mark> .	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Reporting" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		20		
	D <mark>.9</mark> .	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Non-Functional" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		15		
and the formula be score. All calculat	elow to c tions will to two (2	or will use this sum calculate the section I use and result in 2) places to the right (su		al Raw Weighted Score: Weighted Scores above)		
Tota	al Raw	Weighted Score				
Maximum Possible Raw X 20 = SCORE: Weighted Score (maximum possible score) = SCORE: (i.e., 5 x the sum of item weights above) weights above = SCORE:						
State Use – Eva	aluator l	dentification:				
State Use – Soli	icitation	Coordinator Signature, Printed Name & Date:				

4. Add Policy #113.93 as Attachment 1 to this Amendment

- 5. Delete RFP 32901-31621 Attachment 6.7 EHR Requirements Matrix Final in its entirety and replace it with RFP 32901-31621 Attachment 6.7 EHR Requirements Matrix Final-Revised
- 6. Delete RFP Att. 6.2 Section A Mandatory Requirement Items in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with <u>all</u> RFP requirements.

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Responde nt completes)	ltem Ref.		Pass/Fail			
			The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.			
			The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).			
			The Technical Response must NOT contain cost or pricing information of any type.			
			The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.			
			A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).			
			ent must NOT submit multiple responses in different forms and a subcontractor) (refer to RFP Section 3.3.).			
	A.1.	Attachment to bind the F	Statement of Certifications and Assurances (RFP 6.1.) completed and signed by an individual empowered Respondent to the provisions of this RFP and any resulting ne document must be signed without exception or .			
	A.2.	Provide a st Respondent perform sen (<i>e.g.</i> , emplo that conflict.				
		(e.g., emplo that conflict.	yment by the State of Tennessee) and, if so, the nature of			

RESPONDEN NAME:	IT LEGA	L ENTITY	
Response Page # (Responde nt completes)	ltem Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	Provide a statement confirming that if awarded the Contract, the Respondent will provide a Certificate of Insurance in the amounts detailed in the Pro Forma Contract Section D.32.	
	A.7.	Provide cortified and signed letters from at least two (2) State or Federal Correctional agencies where the Proposed Electronic Health Records Solution is currently in use and fully deployed. Written confirmation must detail which EHR modules <u>(i.e. Medical, Behavioral, Pharmacy, Dentistry)</u> , as defined in Attachment 6.7, are in use at each agency and number of users by user type.	
	A.8.	Provide written documentation that the proposed Solution is a Certified Electronic Health Record Technology (CEHRT) for the 2015 Edition as defined by the Office of the National Coordinator for Health Information Technology (ONC).	
	A.9.	Provide written confirmation that the Proposed Solution shall provide the configurability required to enable implementation of and adherence to American Corrections Association (ACA) policy, auditing and reporting requirements to achieve and maintain accreditation.	
	A.10.	Provide written confirmation that the Proposed Solution's hosting environment for all components is compliant with Statement on Standards for Attestation Engagements (SSAE-18) SOC 2 Type 2 OR have Federal Risk and Authorization Management Program (FedRAMP) Certification, FedRAMP Risk Assessment that indicates compliance, or has a documented NIST 800-53 rev 4 or higher at a "moderate" system risk assessment designation	
	A.11.	Provide written confirmation that the Proposed Solution complies with HIPAA/ HITECH guidelines/requirement/standards for Electronic Health Records systems.	

RESPONDEN NAME:	RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Responde nt completes)	ltem Ref.		Pass/Fail			
	A.12.		Provide written confirmation that the Proposed Solution complies with CMS guidelines/requirement/standards for Electronic Health Records systems.			
	A.13.		ten confirmation listing all add-on software and hardware equired for the solution being proposed.			
	A.14.	this RFP, the State in according statement me the Responder	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFP. The statement must be signed by an individual with legal authority to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it.			
	A.15.	workbook in include it as the workboo	The Respondent shall fully complete the applicable sections of the workbook in RFP Attachment 6.7- EHR Requirements Matrix and include it as part of their response to this item. Individual scores for the workbook items will be recorded in the scoring sheet for RFP Attachment 6.2D)			
	A.16.	Provide a st provides a E	Provide a statement confirming that Respondent's EHR product provides a Behavioral Health module.			
	A.17.		atement confirming that Respondent's EHR product /ledical module.			
	A.18.		atement confirming that Respondent's EHR product Dental module.			
	A.19.		Provide a statement confirming that Respondent's EHR product provides a Pharmacy module.			
	A.20.		atement confirming that Respondent's EHR product porting and Administrative capabilities.			
State Use – S	Solicitatio	n Coordinator	Signature, Printed Name & Date:			

7. Delete RFP Att. 6.6 Pro Forma Section A.4.a.5. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.4.a.5. Within seven (7) calendar days after the Contract Period Effective Date, the Contractor shall conduct the Kickoff meeting presenting the Project Team Organization Chart, Project Team Roster with Roles and Responsibilities, Implementation Methodology, High-Level GANTT with key milestones, and Project Management approach.

8. Delete RFP Att. 6.2 Section C in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value	1 = poor	2 = fair	3 = satisfactory	4 = good	5 = excellent
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The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT NAME:	Γ LEGAI	- ENTITY				
Response Page # (Respondent completes)	ltem Ref.		on C— Technical Qualifications, xperience & Approach Items	ltem Score	Evaluation Factor	Raw Weighted Score
C.1.		understandir project sche should inclue • An unde Modern • An unde scope, r function • An appr milestor	erstanding of TDOC's Health Record ization vision. erstanding of the complete solution roles, responsibilities, and oversight		10	
	C.2.	Respondent accomplish timeline. In t Include	arrative that illustrates how the will complete the scope of services, required objectives, and meet the State's he narrative, the Respondent should: an illustrative proposed high-level e for the solution that adheres to the nents.		25	
	C.3.	Respondent completion of	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		25	
	C.4.	Schedule that approach for the RFP. Th	arrative and proposed Implementation at illustrates the Respondent's overall r delivery of the scope contained within e Implementation Schedule should eakdown of the work and proposed		20	

RESPONDENT NAME:	Γ LEGAI	- ENTITY			
Response Page # (Respondent completes)	ltem Ref.	Section C— Technical Qualifications, Experience & Approach Items	ltem Score	Evaluation Factor	Raw Weighted Score
		 timelines to accomplish the major milestones for the Phased Implementation and Operations of the TDOC EHR. In the narrative, the Respondent should: Describe the proposed strategy and proposed timeline for delivery of TDOC EHR. Provide a detailed project schedule with all associated vendor and client activities and milestones. 			
	C.5.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirements defined in this RFP		20	
	C.6.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.a - Kickoff Meeting and Presentation.		10	
	C.7.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.b - Start-up / Incoming Transition Plan		15	
	C.8.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.c - Project Management Reporting		20	
	C.9.	 Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.d – Hosting. Provide a narrative that illustrates the Respondents proposed architecture inclusive of hosting, network, desktop, etc. Provider a narrative that illustrates the Respondents Security including creation of role based security. 		20	
	C.10.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.e.3 - Requirements Verification and Specification		25	
	C.11.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.e.1 Solution Design		25	
	C.12.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.e.5 Interface Design		20	

RESPONDENT NAME:	Γ LEGAL	. ENTITY				
Response Page # (Respondent completes)	ltem Ref.		on C— Technical Qualifications, xperience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.13.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma f - Data Migration		15	
	C.14.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma g - Test Plan		20	
	C.15.	Respondent section A.4.	arrative that illustrates in detail how the will meet the requirements in pro forma h - Implementation Plan. a narrative on Respondents process to t for intake transfers during the rollout		25	
	C.16.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma i, Knowledge Transfer Plan		15	
	C.17.	Respondent	arrative that illustrates in detail how the a will meet the requirements in pro forma j - Operations Manual		10	
	C.18.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma k - Backup & Recovery Plan		15	
	C.19.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma I - Continuity of Operation Plan		25	
	C.20.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma m - Solution Configuration		25	
	C.21.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma n - Implement Interfaces		15	
	C.22.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma o - Conduct Testing		25	
	C.23.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma p - Organizational Change Management		15	
	C.24.		arrative that illustrates in detail how the will meet the requirements in pro forma q - Training		15	

RESPONDENT NAME:	LEGAL	. ENTITY					
Response Page # (Respondent completes)	ltem Ref.		on C— Technical Qua xperience & Approac		ltem Score	Evaluation Factor	Raw Weighted Score
	C.25.	Respondent	arrative that illustrates in will meet the requirement of - User Acceptance Te	ents in pro forma		25	
	C.26.	Respondent	arrative that illustrates in will meet the requirements s - Pilot Implementation	ents in pro forma		15	
	C.27.	Respondent	arrative that illustrates in will meet the requirement of the requirement of the statewide Rollout			25	
	C.28.	Respondent	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.u - Maintenance and Support				
	C.29.	Respondent	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.v - Emergency Support and Maintenance				
	C.30.	Respondent	arrative that illustrates in will meet the requirement w - Modifications and E	ents in pro forma		20	
	C.31.	Respondent	arrative that illustrates in will meet the requirement. h.13 Transition to Sup	ents in pro forma		15	
to calculate the s	ection sc	ore. All calcula	sum and the formula below tions will use and result in right of the decimal point.			hted Score: ghted Scores above)	
	Total Raw Weighted ScoreX 10Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)(maximum possible score)= SCORE:						
State Use – Ev	aluator l	dentification:					
State Use – So	licitation	Coordinator	Signature, Printed Nam	e & Date:			

9. Delete RFP Att. 6.6 Pro Forma Section C.3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- C.3. <u>Payment Methodology</u>. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Milestone-based Payments:

One Hundred percent (100%) of the total Professional Services fees are considered milestonebased payments and shall be payable as follows upon the occurrence and Acceptance by Client of the milestones identified herein (each, a "Milestone"). Cents will be rounded to the nearest hundredth in each milestone. To the extent not expressly defined herein, such Milestone shall be defined in the Project Plan, including acceptance criteria:

Total Implementation Cost	\$ NUMBER	

No.	Project Milestone	Percentage of Total Implementation Cost
1	Project Kickoff / Project Management Planning	8.50%
2	Completion of Model System Design	8.50%
3	Completion of Integration Testing	8.50%
4	Completion of Pilot Site(s) End-User Training	8.50%
5	Completion of Facility 1 & 2 Go-Live	8.00%
6	Completion of Facility 3 Go-Live	4.00%
7	Completion of Facility 4 Go-Live	4.00%
8	Completion of Facility 5 Go-Live	4.00%
9	Completion of Facility 6 Go-Live	4.00%
10	Completion of Facility 7 Go-Live	4.00%
11	Completion of Facility 8 Go-Live	4.00%
12	Completion of Facility 9 Go-Live	4.00%
13	Completion of Facility 10 Go-Live	4.00%
14	Completion of Facility 11 Go-Live	4.00%
15	Completion of Facility 12 Go-Live	4.00%
16	Completion of Facility 13 Go-Live	4.00%
17	Completion of Facility 14 Go-Live	4.00%
18	Completion of Post Go-Live Optimization	10.0%

Project Milestone Penalties: In the event that, due to any act or omission of Contractor, Contractor fails to achieve any of the Milestones set forth above, for each day the Milestone is not achieved Contractor shall provide a Ten Thousand Dollar (\$10,000 USD) daily reduction of the amounts due for each and every Milestone not achieved not to exceed forty percent (40%) of the total Milestone amount.

Upon achievement of the applicable Milestone, Client will pay the applicable amount listed above for each Milestone, less any penalty or reduction due in accordance with the preceding paragraph. In the event Contractor and Client mutually agree to an adjustment to the due date for any applicable Milestone, such agreement will only be effective if documented in writing by authorized representatives of both parties.

Recurring Payments:

Service Description		Amount (Per compensable increment)								
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Software License and	\$ [NUMBER]	\$ [NUMBER]	\$ [NUMBER]	\$ [NUMBER]	\$ [NUMBER]	\$ [NUMBER]	\$ [NUMBER]	\$ [NUMBER]	\$ [NUMBER]	\$ [NUMBER]
Maintenance Fee as detailed in Contract	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per
Section and A.4.u.	concurrent	concurrent	concurrent	concurrent	concurrent	concurrent	concurrent	concurrent	concurrent	concurrent
	user per year	user per year	user per year	user per year	user per year	user per year	user per year	user per year	user per year	user per year
Hosting Plan Cost –	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
as detailed in Contract	[NUMBER]/	[NUMBER]/	[NUMBER]/	[NUMBER]/	[NUMBER]/	[NUMBER]/	[NUMBER]/	[NUMBER]/	[NUMBER]/	[NUMBER]/
Section A.4.d.	year	year	year	year	year	year	year	year	year	year

Maintenance and Enhancement Requests:

c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.7 without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.7, PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed SEVEN PERCENT (7%) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.3., through A.7.). If, at any point during the Term, the State determines that the cost of necessary "change order" work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Modification and Enhancement Requests (MERs) – as detailed in Contract Section A.4.w. ***	\$ Amount per hour	\$ Amount per hour								
NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision as detailed in Section C.4. below.										

10. Delete RFP Att. 6.6 Pro Forma Attachment 3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

ATTACHMENT THREE – Liquidated Damages

Milestone-based Payments:

One Hundred percent (100%) of the total Professional Services fees are considered milestonebased payments and shall be payable as follows upon the occurrence and Acceptance by Client of the milestones identified herein (each, a "Milestone"). To the extent not expressly defined herein, such Milestone shall be defined in the Project Plan, including acceptance criteria:

No.	Project Milestone	Percentage
<mark>4</mark>	Project Kickoff / Project Planning	<mark>8.50%</mark>
2	Completion of Model System Design	<mark>8.50%</mark>
<mark>3</mark>	Completion of Integration Testing	<mark>8.50%</mark>
<mark>4</mark>	Completion of Pilot Site(s) End-User Training	<mark>8.50%</mark>
<mark>5</mark>	Completion of Facility 1 & 2 Go-Live	<mark>8.00%</mark>
<mark>6</mark>	Completion of Facility 3 Go-Live	<mark>4.00%</mark>
<mark>7</mark>	Completion of Facility 4 Go-Live	<mark>4.00%</mark>
<mark>8</mark>	Completion of Facility 5 Go-Live	<mark>4.00%</mark>
<mark>9</mark>	Completion of Facility 6 Go-Live	<mark>4.00%</mark>
<mark>10</mark>	Completion of Facility 7 Go-Live	<mark>4.00%</mark>
<mark>11</mark>	Completion of Facility 8 Go-Live	<mark>4.00%</mark>
<mark>12</mark>	Completion of Facility 9 Go-Live	<mark>4.00%</mark>
<mark>13</mark>	Completion of Facility 10 Go-Live	<mark>4.00%</mark>
<mark>14</mark>	Completion of Facility 11 Go-Live	<mark>4.00%</mark>
<mark>15</mark>	Completion of Facility 12 Go-Live	<mark>4.00%</mark>
<mark>16</mark>	Completion of Facility 13 Go-Live	<mark>4.00%</mark>
<mark>17</mark>	Completion of Facility 14 Go-Live	<mark>4.00%</mark>
<mark>18</mark>	Completion of Post Go-Live Optimization	<mark>10.0%</mark>

Project Milestone Liquidated Damages: In the event that, due to any act or omission of Contractor, Contractor fails to achieve any of the Milestones based payments as set forth above, for each day the Milestone is not achieved Contractor shall provide a **Ten Thousand Dollar** (\$10,000 USD) **daily** reduction of the amounts due for each and every Milestone not achieved not to exceed forty percent (40%) of the total Milestone amount.

Severity Level	Description	Service Level Goal	Liquidated Damage
Urgent	Problem has a severe and immediate impact on a majority of end users' ability to access and/or use the Solution or any of its components, such as: loss of data or Solution is unable to function. The situation halts State's business operations and no procedural workarounds exist. This would involve multiple users across multiple sites at the same time. The Contractor shall address system outages or severely degraded services as detailed in the Urgent Service Level Goal.	Within one (1) hour from the time an urgent severity level problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact (identified in Section D.2.) or their designee every two (2) hours until the problem is resolved. If the problem is not resolved within two (2) hours the issue shall be escalated to the Contractor's Chief Product Officer or the Contractor's equivalent senior management.	\$20,000 per occurrence until problem is resolved.
High	Problem where the Solution, or any of its components, is functioning, but the use is severely reduced and has a high impact on most users; must be resolved as detailed in the High Service Level Goal; and can occur at any time. Under these circumstances, the State will not be able to perform its core mission of providing safe and secure prisons because the software is unusable or unstable.	Within four (4) hours from the time a Level-2 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact (identified in Section D.2.) or their designee every eight (8) hours for the first 24 hours of the incident; then every 24 hours thereafter until the problem is resolved. If the problem is not resolved within eight (8) hours the issue shall be escalated to the Contractor's senior management	\$10,000 per occurrence until problem is resolved

Medium	Problem that involves partial, non-critical loss of use of the Solution, or any of its components. The situation is causing a medium-to-low impact on the State's business operations, but users can continue to function, including by using a procedural workaround. The problem can occur at any time and is either high impact with moderate urgency, or extremely urgent but with moderate impact. Under these circumstances, the ability of the software to support business processes is diminished. For example, a software process causes frequent, unpredictable, system- wide slowdown, and must be restarted to resume acceptable performance.	Within 24 hours from the time a severity Level-3 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact (identified in Section D.2.) or their designee every 48 hours until the problem is resolved or a workaround provided or a fix scheduled for a future date or release.	\$5,000 per occurrence until problem is resolved
Low	Problem has a moderate impact and is moderately urgent. These circumstances create conditions that inconvenience users of the s Solution, and could include a general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. The situation is causing low-to-no impact on the State's business operations or the performance or functionality of the Solution, or any of its components.	Within 24 hours from the time a severity Level-4 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact (identified in Section D.2.) or his/her designee every 48 hours until the problem is resolved or a workaround provided or a fix scheduled for a future date or release	\$1,000 per occurrence until problem is resolved.

11. Delete RFP Att. 6.6 Pro Forma Section A.8 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.8.<u>Warranty</u>. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- 12. Add "BH Contract Staffing Pattern 2a.pdf" as Attachment 2a to this Amendment
- 13. Add "Health Contract Staffing Pattern 2b.xl" as Attachment 2b to this Amendment
- 14. Delete RFP Attachment 6.6 Pro Forma Contract Section E.3 in its entirety and insert the following it its place (any sentence or paragraph containing revised or new text is highlighted):

E.3. <u>Software License Warranty</u>. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

15. Delete RFP Att. 6.3 Cost Proposal & Scoring Guide in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED <u>EXACTLY</u> AS REQUIRED

COST PROPOSAL SCHEDULE — The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., Pro Forma Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point. The Cost Proposal must be submitted in accordance with RFP Section 3.1.2.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes <u>only</u>. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document <u>must</u> attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:														
	Proposed Cost											State Use ONLY		
Cost Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Sum	Evalua tion Factor	Evaluatio n Cost (sum x factor)	
Total Implementation Cost, to be split as indicated in Section C.3.b Milestone Payments in Att. 6.6 Pro Forma				\$	/Total Imp	lementati	on Cost					1		
Software License and Maintenance Fee as detailed in Contract Sections A.4.c.6 and A.4.u	\$ / concur rent user per year	\$ / concu rrent user per year	\$ / concu rrent user per year	\$ / concu rrent user per year	\$ / concu rrent user per year	\$ concu rrent user per year	\$ / concu rrent user per year	\$ / concu rrent user per year	\$ / concu rrent user per year	\$ / concu rrent user per year		1500		
Hosting Plan Cost – as detailed in Contract Section A.4.d.	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR		1						
Modification and Enhancement Requests (MERs) – as detailed in Contract Section A.4.w	\$ <i>1</i> hour	\$ <i>1</i> hour	\$ <i>1</i> hour	\$ <i>1</i> hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ <i>1</i> hour		4000		
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.														
lowest evaluation cost amount from <u>all</u> proposals = SCORE:														

RESPONDENT LEGAL ENTITY NAME:													
	Proposed Cost										State Use ONLY		
Cost Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Sum	Evalua tion Factor	Evaluatio n Cost (sum x factor)
evaluation cost amount being evaluated x 30 (maximum possible score)													
State Use – Solicitation Coordinator Signature, Printed Name & Date:													

16. <u>**RFP Amendment Effective Date.**</u> The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with <u>all</u> RFP requirements.

RESPONDENT LEGAL ENTITY NAME:		L ENTITY		
Response Page # (Responde nt completes)	ltem Ref.		Pass/Fail	
		The Respor Response D Events.		
		The Technic be package seq.).		
		The Technic information		
		The Technic rights of the		
		A Responde Section 3.3.		
		A Responde (as a prime		
	A.1.	Provide the Attachment to bind the F contract. Th qualification		
	A.2.	Provide a st Respondent perform serv (<i>e.g.</i> , emplo that conflict.		
		NOTE: Any discretion of award.		

RESPONDEN NAME:	IT LEGA	LENTITY	
Response Page # (Responde nt completes)	ltem Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.3.	Provide a current bank reference indicating that the Respondent business relationship with the financial institution is in positive standing. Such reference must be written in the form of a stand business letter, signed, and dated within the past three (3) mont	ard
	A.4.	Provide two current positive credit references from vendors with the Respondent has done business written in the form of standa business letters, signed, and dated within the past three (3) mor	rd
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: credit bureau report number without the full report is insufficient will <u>not</u> be considered responsive.)	
	A.6.	Provide a statement confirming that if awarded the Contract, the Respondent will provide a Certificate of Insurance in the amound detailed in the Pro Forma Contract Section D.32.	
	A.7.	Provide signed letters from at least two (2) State or Federal Correctional agencies where the Proposed Electronic Health Re Solution is currently in use and fully deployed. Written confirma must detail which EHR modules <u>(i.e. Medical, Behavioral, Pharm Dentistry)</u> , as defined in Attachment 6.7, are in use at each agen and number of users by user type.	tion nacy,
	A.8.	Provide written documentation that the proposed Solution is a Certified Electronic Health Record Technology (CEHRT) for the Edition as defined by the Office of the National Coordinator for H Information Technology (ONC).	
	A.9.	Provide written confirmation that the Proposed Solution shall pro the configurability required to enable implementation of and adherence to American Corrections Association (ACA) policy, a and reporting requirements to achieve and maintain accreditation	uditing
	A.10.	Provide written confirmation that the Proposed Solution's hosting environment for all components is compliant with Statement on Standards for Attestation Engagements (SSAE-18) SOC 2 Type have Federal Risk and Authorization Management Program (FedRAMP) Certification, FedRAMP Risk Assessment that indic compliance, or has a documented NIST 800-53 rev 4 or higher a "moderate" system risk assessment designation	2 OR ates

Response Page # (Responde nt completes)	ltem Ref.	ţ	Section A— Mandatory Requirement Items	Pass/Fail			
	A.11.		en confirmation that the Proposed Solution complies with CH guidelines/requirement/standards for Electronic rds systems.				
	A.12.		Provide written confirmation that the Proposed Solution complies with CMS guidelines/requirement/standards for Electronic Health Records systems.				
	A.13.		en confirmation listing all add-on software and hardware equired for the solution being proposed.				
	A.14.	this RFP, the State in accord statement m	atement confirming that, if awarded a contract pursuant to e Respondent shall deliver a Performance Bond to the ordance with the requirements of this RFP. The ust be signed by an individual with legal authority to bind lent to the provisions of this RFP and any contract suant to it.				
	A.15.	workbook in include it as	dent shall fully complete the applicable sections of the RFP Attachment 6.7- EHR Requirements Matrix and part of their response to this item. Individual scores for k items will be recorded in the scoring sheet for RFP 5.2D)				
	A.16.		atement confirming that Respondent's EHR product ehavioral Health module.				
	A.17.		atement confirming that Respondent's EHR product ledical module.				
	A.18.		atement confirming that Respondent's EHR product ental module.				
	A.19.		atement confirming that Respondent's EHR product harmacy module.				
	A.20.		atement confirming that Respondent's EHR product porting and Administrative capabilities.				

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDEN NAME:	T LEGAL	- ENTITY			
Response Page # (Responden t completes)	ltem Ref.		Section B— General Qualifications & Experience Items		
	B.1.		name, e-mail address, mailing address, telephone number, and facsimile the person the State should contact regarding the response.		
	B.2.	non-profit o	ne Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, corporation, partnership, limited liability company) and business location ocation or domicile).		
	В.3.	Detail the r	number of years the Respondent has been in business.		
	B.4.		ly describe how long the Respondent has been providing the goods or services ired by this RFP.		
	B.5.		cribe your organization's staffing (number of employees, positions, distribution es, research and development, implementation, support, etc.).		
	B.6.	control of the	statement of whether there have been any mergers, acquisitions, or change of ne Respondent within the last ten (10) years. If so, include an explanation elevant details.		
	B.7.		statement describing any growth in market share over the past three years and ners in the past year.		
	B.8.		tatement describing your company's experience in organizations the size of Department of Corrections or larger.		
	B.9.		tatement explaining how your company has demonstrated special knowledge, , or success with customers like the Tennessee Department of Corrections.		
	B.10.		tatement demonstrating how you are a strategic partner with your clients. ude any customer examples that can be provided.		
	B.11.	Provide a r	narrative that describes your future vision for your solution including:		
		freque	be your current and future plans to offer customers enhancements. Include the ncy of enhancements and the estimated dates on future modules.		
		two- to Descri	be your strategy/vision of how you see your company in the marketplace with a o five-year outlook. Include a comprehensive statement of strategic direction. be plans, with time frames included, to enhance your service offerings. To legree will these enhancements be transparent to customers?		

RESPONDEN NAME:	IT LEGAL	- ENTITY	
Response Page # (Responden t completes)	ltem Ref.		Section B— General Qualifications & Experience Items
		there a solutio Descrii Descrii	are your intentions concerning evolving industry technology standards? Are any new industry standards that are currently being implemented in your ns? be how the metrics in your solutions can be used to improve outcomes. be how the metrics in your solutions can be used to drive efficiencies. o your solutions help organizations coordinate care?
	B.12.		vide your customer list including number of enterprise customers, number of Federal Correctional facilities utilizing full suite and number of users by user
	B.13.	of the Resp involved in RFP, have	tatement of whether the Respondent or, to the Respondent's knowledge, any bondent's employees, agents, independent contractors, or subcontractors, the delivery of goods or performance of services on a contract pursuant to this been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, explanation providing relevant details.
	B.14.	had filed ag involuntary	tatement of whether, in the last ten (10) years, the Respondent has filed (or gainst it) any bankruptcy or insolvency proceeding, whether voluntary or , or undergone the appointment of a receiver, trustee, or assignee for the reditors. If so, include an explanation providing relevant details.
	B.15.	Responder ability to me adverse eff separately,	tatement of whether there is any material, pending litigation against the at that the Respondent should reasonably believe could adversely affect its eet contract requirements pursuant to this RFP or is likely to have a material fect on the Respondent's financial condition. If such exists, list each explain the relevant details, and attach the opinion of counsel addressing d to what extent it would impair the Respondent's performance in a contract this RFP.
		the Respor	persons, agencies, firms, or other entities that provide legal opinions regarding ident must be properly licensed to render such opinions. The State may Respondent to submit proof of license for each person or entity that renders ons.
	B.16.	and/or sign	tatement of whether, in the last five (5) years, the Respondent has any failed ificantly delayed projects. Respondent should provide a narrative describing ents and final outcome.
	B.17.	Commissio explain the	tatement of whether there are any pending or in progress Securities Exchange n investigations involving the Respondent. If such exists, list each separately, relevant details, and attach the opinion of counsel addressing whether and to t it will impair the Respondent's performance in a contract pursuant to this
		the Respor	persons, agencies, firms, or other entities that provide legal opinions regarding ident must be properly licensed to render such opinions. The State may Respondent to submit proof of license for each person or entity that renders ns.

RESPONDEN NAME:	IT LEGAL	- ENTITY
Response Page # (Responden t completes)	ltem Ref.	Section B— General Qualifications & Experience Items
	B.18.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (<i>e.g.</i> , prior experience, training, certifications, resources, program and quality management systems, <i>etc.</i>).
	B.19.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.20.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, years experience with proposed solution, and employment history.
	B.21.	 Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and
		 a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.22.	 Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.
		 (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with
		 disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having

RESPONDEN NAME:	IT LEGAL	- ENTITY
Response Page # (Responden t completes)	ltem Ref.	Section B— General Qualifications & Experience Items
		 such ownership characteristics only and DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled ownershi
		 veterans, or disability) of anticipated subcontractors and supply contractors. NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by
		 ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.
	B.23.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:
		 (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;
		(b) the procuring State agency name;(c) a brief description of the contract's scope of services;
		(d) the contract period; and(e) the contract number.
	B.24.	Provide a statement and any relevant details addressing whether the Respondent is any of the following:
		 (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;
		(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

RESPONDEN NAME:	IT LEGAL	. ENTITY
Response Page # (Responden t completes)	ltem Ref.	Section B— General Qualifications & Experience Items
		 (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and
		(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
	B.25.	 Please describe your proposed solution answering the following questions: How has your integrated solution come about? Through acquisition of other software vendor applications? Through the development of the solution inhouse? Of the modular software / functional components listed, which of them does your system offer in an integrated fashion? Of the modular software / functional components listed, which of them does your company not currently offer? For any not offered, please describe your approach for meeting the State's requirements (i.e., use of third-party vendor / solution).
		SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 20)
State Use – E	valuator l	dentification:

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value	1 = poor	2 = fair	3 = satisfactory	4 = good	5 = excellent
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The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT NAME:	[LEGAL	- ENTITY				
Response Page # (Respondent completes)	ltem Ref.		on C— Technical Qualifications, xperience & Approach Items	ltem Score	Evaluation Factor	Raw Weighted Score
	C.1.	 understandig project sche should inclue An unde Modern An unde scope, i function An appi milestor 	erstanding of TDOC's Health Record ization vision. erstanding of the complete solution roles, responsibilities, and oversight		10	
	C.2.	Respondent accomplish timeline. In t Include	arrative that illustrates how the will complete the scope of services, required objectives, and meet the State's he narrative, the Respondent should: an illustrative proposed high-level e for the solution that adheres to the nents.		25	
	C.3.	Respondent completion of	arrative that illustrates how the will manage the project, ensure of the scope of services, and accomplish ectives within the State's project		25	
	C.4.	Schedule the approach fo the RFP. Th	arrative and proposed Implementation at illustrates the Respondent's overall r delivery of the scope contained within e Implementation Schedule should eakdown of the work and proposed		20	

RESPONDENT NAME:	Γ LEGAL	- ENTITY				
Response Page # (Respondent completes)	ltem Ref.		on C— Technical Qualifications, xperience & Approach Items	ltem Score	Evaluation Factor	Raw Weighted Score
		Phased Impl EHR. In the narrat Describ timeline Provide	accomplish the major milestones for the lementation and Operations of the TDOC ive, the Respondent should: e the proposed strategy and proposed for delivery of TDOC EHR. a detailed project schedule with all ted vendor and client activities and nes.			
	C.5.		rrative that illustrates in detail how the 's solution will meet the requirements is RFP		20	
	C.6.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma a - Kickoff Meeting and Presentation.		10	
	C.7.	Respondent	rrative that illustrates in detail how the will meet the requirements in pro forma o - Start-up / Incoming Transition Plan		15	
	C.8.	Respondent	rrative that illustrates in detail how the will meet the requirements in pro forma c - Project Management Reporting		20	
	C.9.	Respondent section A.4.0 Pro Res incl • Pro Res	arrative that illustrates in detail how the will meet the requirements in pro forma d – Hosting. wide a narrative that illustrates the spondents proposed architecture usive of hosting, network, desktop, etc. wider a narrative that illustrates the spondents Security including creation of a based security.		20	
	C.10.	Respondent	nrative that illustrates in detail how the will meet the requirements in pro forma e.3 - Requirements Verification and		25	
	C.11.	Respondent	rrative that illustrates in detail how the will meet the requirements in pro forma e.1 Solution Design		25	

RESPONDEN NAME:	Γ LEGAI	- ENTITY				
Response Page # (Respondent completes)	ltem Ref.		on C— Technical Qualifications, xperience & Approach Items	ltem Score	Evaluation Factor	Raw Weighted Score
	C.12.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma e.5 Interface Design		20	
	C.13.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma f - Data Migration		15	
	C.14.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma g - Test Plan		20	
	C.15.	Respondent section A.4.	arrative that illustrates in detail how the will meet the requirements in pro forma h - Implementation Plan. a narrative on Respondents process to t for intake transfers during the rollout		25	
	C.16.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma i, Knowledge Transfer Plan		15	
	C.17.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma j - Operations Manual		10	
	C.18.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma k - Backup & Recovery Plan		15	
	C.19.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma I - Continuity of Operation Plan		25	
	C.20.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma m - Solution Configuration		25	
	C.21.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma n - Implement Interfaces		15	
	C.22.	Respondent	arrative that illustrates in detail how the will meet the requirements in pro forma o - Conduct Testing		25	
	C.23.		arrative that illustrates in detail how the will meet the requirements in pro forma		15	

Response Page # (Respondent completes)	ltem Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weightec Score
		section A.4.p - Organizational Change Management (OCM)	t I		
	C.24.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.q - Training		15	
	C.25.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.r - User Acceptance Testing (UAT)		25	
	C.26.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.s - Pilot Implementation		15	
	C.27.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.t - Statewide Rollout		25	
	C.28.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.u - Maintenance and Support		15	
	C.29.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.v - Emergency Support and Maintenance		20	
	C.30.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.w - Modifications and Enhancements		20	
	C.31.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.h.13 Transition to Support		15	
to calculate the s	section sc			ghted Score: ghted Scores above)	
	aximum	al Raw Weighted ScoreX 10Possible Raw Weighted Score he sum of item weights above)(maximum pos score)	ssible	= SCORE:	

RESPONDENT LEGAL ENTITY NAME:		. ENTITY					
Response Page # (Respondent completes)	ltem Ref.		Section C— Technical Qualifications, Experience & Approach Items		Evaluation Factor	Raw Weighted Score	
State Use – Solicitation Coordinator Signature, Printed Name & Date:							

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D: EHR REQUIREMENTS MATRIX. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT ENTITY NAME	-	-			
Response Page # (Respondent completes)	ltem Ref.	Section D - EHR Requirements	ltem Score	Evaluation Factor	Raw Weighted Score
	D.1.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Administrative" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		10	
	D.2.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Behavioral" sectior of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		15	
	D.3.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Dental" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.	,	10	
	D.4.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "General" section or RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		15	
	D.5.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Other" section of		10	

	Matrix. Additiona	6.7 - EHR Requirements Ily, describe how this oves overall provider efficiency mes				
D.6.	the proposed EHI requirements defi of RFP Attachmen Matrix. Additiona	e statement describing how R solutions meets the ned in the "Pharmacy" section nt 6.7 - EHR Requirements lly, describe how this oves overall provider efficiency mes.		20		
D.7.	the proposed EHI requirements defi RFP Attachment Matrix. Additiona	e statement describing how R solutions meets the ned in the "Medical" section of 6.7 - EHR Requirements Ily, describe how this oves overall provider efficiency mes.		25		
D.8.	the proposed EHI requirements defi of RFP Attachmen Matrix. Additiona	e statement describing how R solutions meets the ned in the "Reporting" section nt 6.7 - EHR Requirements lly, describe how this oves overall provider efficiency mes.		20		
D.9.	the proposed EHI requirements defi section of RFP At Requirements Ma	e statement describing how R solutions meets the ned in the "Non-Functional" tachment 6.7 - EHR trix. Additionally, describe how nproves overall provider ient outcomes.		15		
The Solicitation Coordina and the formula below to score. All calculations w numbers rounded to two of the decimal point.	calculate the section ill use and result in	(su		al Raw Weighted Score: Weighted Scores above)		
Total Raw	Weighted Score					
Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)X 20 (maximum possible score)= SCORE:						
State Use – Evaluator	Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:						