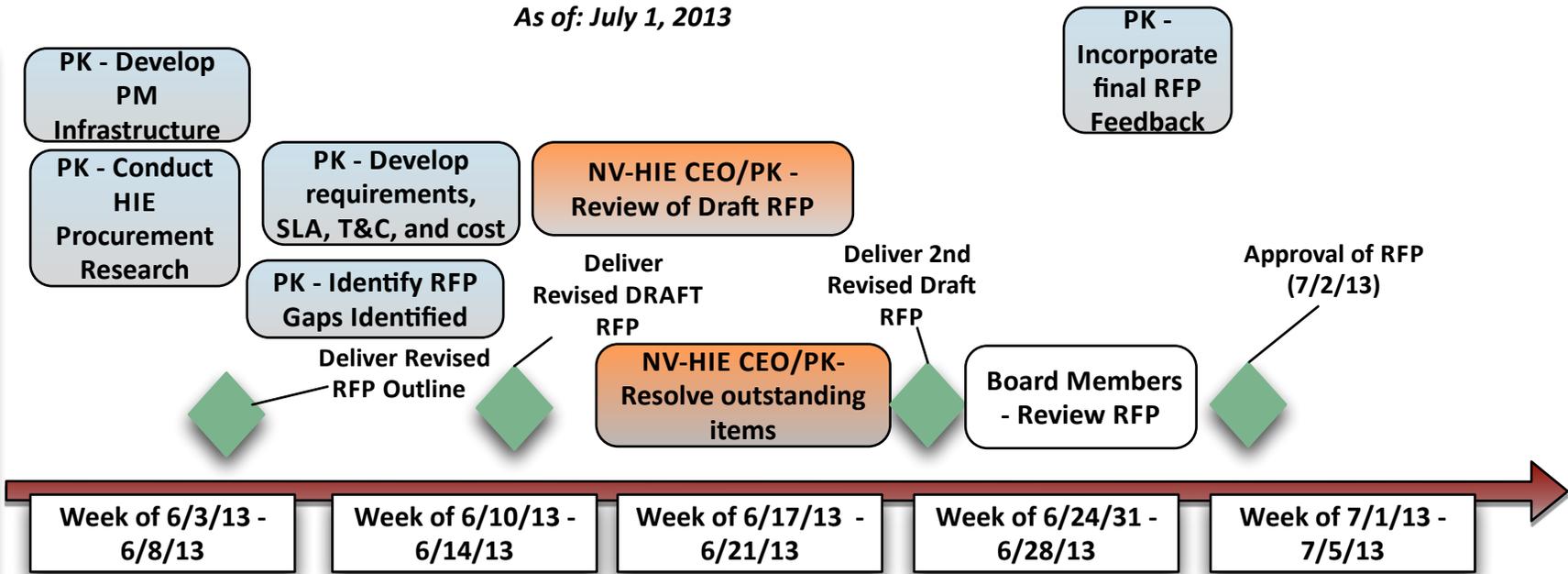


NV-HIE HIE Proposal Evaluation and Contract Award Timeline (DRAFT)

As of: July 1, 2013

RFP
Development



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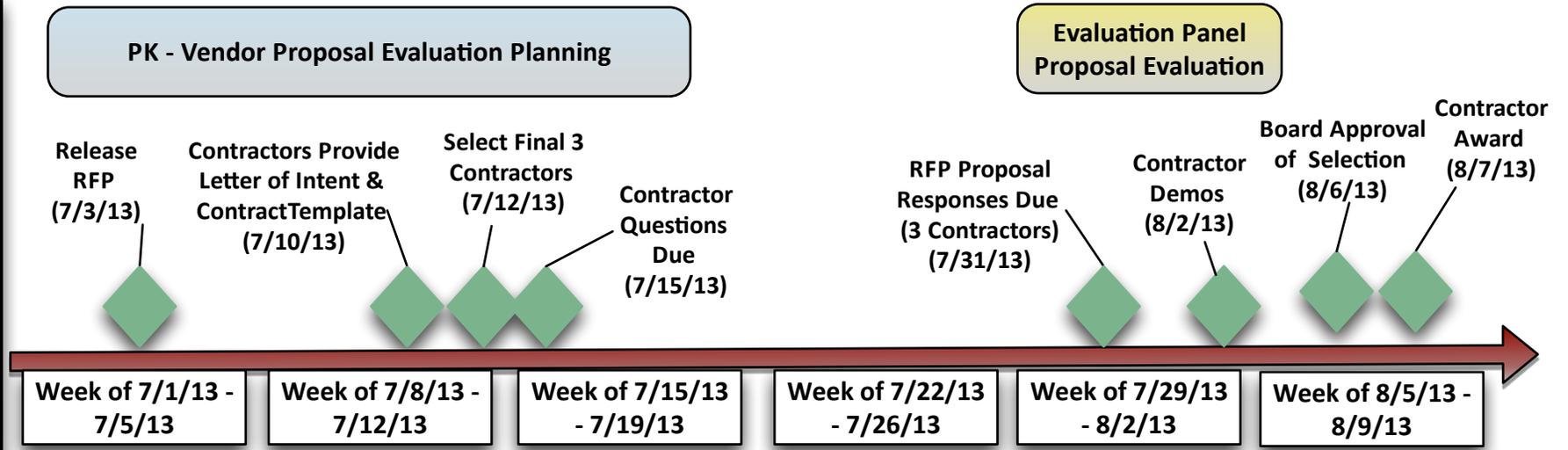
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- CEO/PK Task:
- Board Task:
- Evaluation Panel Task:
- Task:

NV-HIE

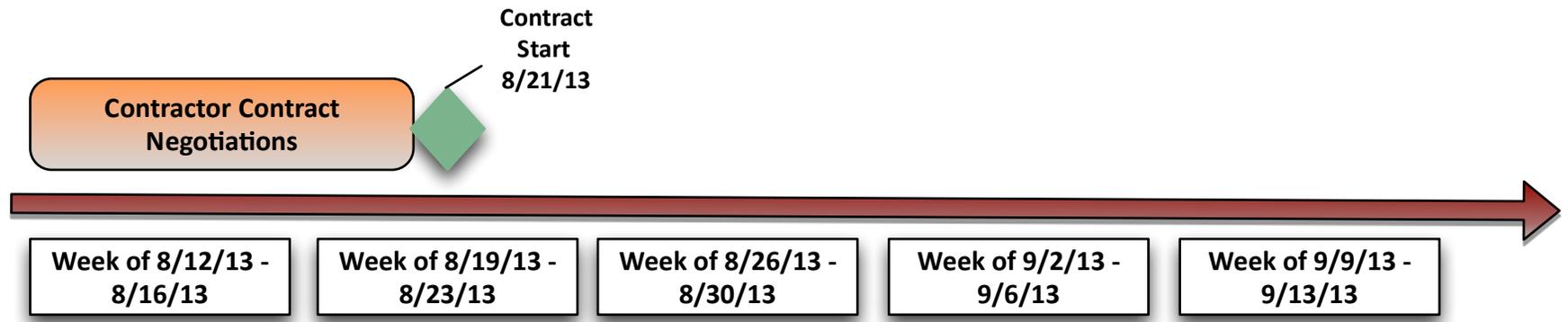
Proposal Evaluation and Contract Award Timeline (DRAFT)

As of: July 1, 2013

RFP Evaluation



Contract Negotiation



Nevada Health Information Exchange
(NV-HIE)

Solicitation #: NV-HIE-01

Health Information Exchange and Associated Services
Request for Proposals

July 3, 2013

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SECTION 1.0 INTRODUCTION

1.1. GENERAL INFORMATION

- 1.1.1. The Nevada Health Information Exchange (NV-HIE) is conducting a competitive Request for Proposal (RFP) process to select a Health Information Exchange (HIE) Contractor for providing software and services to implement and operate NV-HIE's HIE solution. NV-HIE is seeking proposals from qualified system contractors interested in submitting Technical and Cost Proposals to:
 - 1.1.1.1. Deliver the necessary technical infrastructure and services that will provide Nevada with a hybrid HIE infrastructure model, supporting existing HIEs or Health Information Organizations (HIOs) that are in operation and will operate within the State and other states;
 - 1.1.1.2. Provide a separate platform to fill gaps in HIE availability in Nevada for a statewide HIE system; and
 - 1.1.1.3. Ensure equal access to health information services in Nevada.

1.2. HIGH-LEVEL SCOPE OF WORK

- 1.2.1. The scope of Work includes eight (8) contract elements, including:
 - 1.2.1.1. The Core HIE solution
 - 1.2.1.2. System implementation and configuration services
 - 1.2.1.3. Security
 - 1.2.1.4. HIE integration services
 - 1.2.1.5. Hosting services
 - 1.2.1.6. Administrative Reporting, Operations and Maintenance support
 - 1.2.1.7. Business development and support
 - 1.2.1.8. Outreach support and promotional materials
- 1.2.2. Additional details regarding the above scope of Work can be found in Sections 2.2 and 7.0 of this RFP.

1.3. NV-HIE INTRODUCTION

- 1.3.1. NV-HIE is the designated governing entity that will assist the Nevada Department of Health and Human Services (DHHS) with oversight and governance of the Nevada statewide HIE system for the authorized and secure electronic exchange of health information. Additional background information regarding the NV-HIE can be found in Section 3.1 of this RFP.
- 1.3.2. NV-HIE aims to be an independent health information services provider within the health community (i.e., no perceived or real affiliation with a single organizational type

such as payer, provider, or lab). It is essential that this independence is not compromised by any selected HIE Contractor.

- 1.3.3. The awarded HIE Contractor must provide an HIE platform and associated services that will:
 - 1.3.3.1. Support high quality, safe, and efficient healthcare services.
 - 1.3.3.2. Deliver HIE-based information services to providers operating in the State of Nevada including and support Meaningful Use requirements (current and future).
 - 1.3.3.3. Ensure the privacy and security of personal health information (PHI), both stored and exchanged.
 - 1.3.3.4. Enable intra-state, interstate, and nationwide health information exchange.
 - 1.3.3.5. Provide the Nevada State HIE Gateway for a single access point for the health community to access health information maintained by State of Nevada agencies, including health agencies and departments, and to share health information with State agencies.
 - 1.3.3.6. Provide for centralized consumer & patient consent management capabilities.
 - 1.3.3.7. Facilitate two-way exchanges of information between the health community and the State of Nevada, including State, county, and local government agencies, supporting Nevadans' health.
 - 1.3.3.8. Support HIE services and products as part of an overall NV-HIE business model that is financially viable and sustainable without state general funding.

1.4. ORGANIZATION OF THE RFP

- 1.4.1. This RFP is designed as a package that consists of multiple documents. The intent of this structure is to provide access to reference information to support Offerors during the response period. The appendices provide pertinent information pertaining to the RFP.
 - 1.4.1.1. For comprehensive understanding of the requirements provided by NV-HIE, Offerors will need to reference all of the documents listed in Section 1.4.1.1.1 – Section 1.4.1.1.15 for their review and for response preparation:
 - 1.4.1.1.1. RFP Body
 - 1.4.1.1.2. Appendix A – Core HIE Solution Requirements
 - 1.4.1.1.3. Appendix B – System Implementation and Configuration Services Requirements
 - 1.4.1.1.4. Appendix C – Security Requirements
 - 1.4.1.1.5. Appendix D – Hosting Services Requirements
 - 1.4.1.1.6. Appendix E – HIE Integration Services Requirements
 - 1.4.1.1.7. Appendix F – Administrative Reporting, Operations and Maintenance Support
 - 1.4.1.1.8. Appendix G – Business Development Support Requirements
 - 1.4.1.1.9. Appendix H – Outreach Services and Promotional Materials Requirements

- 1.4.1.1.10. Appendix I – Glossary of Terms
- 1.4.1.1.11. Appendix J – Industry Standards
- 1.4.1.1.12. Appendix K – Contractor Profile
- 1.4.1.1.13. Appendix L – Use Cases
- 1.4.1.1.14. Appendix M – Cost Sheets
- 1.4.1.1.15. Appendix N – Contract Deliverables

SECTION 2.0 STATEMENT OF OBJECTIVES OVERVIEW

2.1. PROCUREMENT PURPOSE AND OBJECTIVES

- 2.1.1. The purpose of this document is to solicit Technical and Cost Proposals from Offerors capable of providing the NV-HIE solution and associated services to support NV-HIE's objectives for HIE as described in Section 1.1 and this Section.
- 2.1.2. NV-HIE's mission is to improve the health outcomes and reduce the cost of healthcare by creating a leveraged information services platform. The envisioned hybrid infrastructure for the statewide HIE system will consist of the NV-HIE solution operating in partnership with HIE businesses that are or will operate within Nevada and other states. This approach will facilitate health information exchange services for all residents and health consumers located in the State and support connectivity to other states and the national HIE [referred to as the eHealth Exchange (formerly NwHIN)].
- 2.1.3. The Contractor's solution shall support the objectives outlined in Nevada's State HIT Plan, including:
 - 2.1.3.1. Provide equal access for underserved and rural/frontier populations as well as those in the urban area;
 - 2.1.3.2. Effectively manage Cooperative Agreement resources as a one-time investment and enable long-term value.
 - 2.1.3.3. Establish a HIE business that is operationally feasible, achievable, and sustainable within the State.
 - 2.1.3.4. Help ensure HIE capabilities are available to enable Meaningful Use outcomes for providers.
 - 2.1.3.5. Facilitate adoption of HIE services across relevant stakeholders organizations.
 - 2.1.3.6. Proactively foster innovation and adapt to emerging trends, standards and developments, both locally and nationally.
 - 2.1.3.7. Protect the privacy and security of identifiable health information.
 - 2.1.3.8. Implement a HIE platform in a phased approach, focusing on specific milestones and measurable successes.
 - 2.1.3.9. Provide individuals with reasonable opportunity to make informed decisions about the collection, use, and disclosure of their health information, in compliance with Federal and State laws.
 - 2.1.3.10. Ensure that individually identifiable health information should be collected, used and/or disclosed only to the extent necessary to accomplish specified purposes and never to discriminate inappropriately, in compliance with Federal and State laws.
 - 2.1.3.11. Ensure accountability to the State Health Information Technology Authority through the appropriate monitoring and other means and methods.
 - 2.1.3.12. Adhere to all applicable State and Federal rules and regulations. The Contractor shall be agile and adaptive to new State and Federal regulations and initiatives as they emerge.

The healthcare industry is rapidly changing and the Contractor's solution must be agile for adapting to changes, such as the Patient Protection and Affordable Care Act and Health Insurance Portability and Accountability Act (HIPAA), and technology changes for optimum efficiencies.

- 2.1.4. NV-HIE is seeking proven solutions that have demonstrated success in other states or regions of the United States.
 - 2.1.4.1. NV-HIE is seeking software as a service (SaaS) for the HIE solution. It is also seeking a configurable and largely turnkey solution that will allow for quick implementation, as well as resolution of any issues.
- 2.1.5. The planned design and implementation of the NV-HIE solution will be based on an architecture that is open and utilizes a Service Oriented Architecture (SOA) framework that is aligned with industry standards and the State's Medicaid Information Technology Architecture (MITA) framework.
- 2.1.6. Evaluation of Technical Proposals will be conducted based on organizational, technical, and management capabilities, and experience in successfully implementing, operating, supporting, and maintaining HIE solution and supporting services, including other statewide HIEs. In addition, Cost proposals will be evaluated after completion of Technical Proposal evaluations. Proposal criteria and considerations are addressed in Section 19.0 – Evaluation. The prospective Contractor that best meets NV-HIE's requirements and needs over the span of the Contract will be selected.
- 2.1.7. The Contractor will report to the NV-HIE Chief Executive Officer (CEO) for critical Contract management tasks. The NV-HIE Director of IT, or the CEO's designee, will be the primary point of contact for initial contract management questions or issues, day-to-day tasks and activities related to the scope of Work described in the RFP. NV-HIE will perform extensive program, project, and contract management of the HIE Contract. NV-HIE will become familiar with and supportive of the State of Nevada's Open Meeting Law, and will work with NV-HIE staff to comply with the law.

2.2. SCOPE OF WORK OVERVIEW

- 2.2.1. The scope of Work for this Contract includes eight (8) Contract elements, each of which is described briefly below and with additional details provided in the scope of Work requirements found in Sections 8.0 – 15.0.
- 2.2.2. **Core HIE Solution (contract element):** The Core HIE solution includes the technical infrastructure and functional HIE components (described immediately below) to support query-based exchange, as well as provide Health Information Service Provider (HISP) services to support Direct Secure Messaging. In addition, the Contractor will be required to provide a Certification Issuing Authority for authorizing certificates in addition to HISP services.
 - 2.2.2.1. Minimum components of the Core HIE solution include, but are not limited to:
 - 2.2.2.2. Master Patient Index that supports patient matching and the merging/splitting of patient records.
 - 2.2.2.3. Provider Directory (Facilities) services that enable master data management of facility information where care is being delivered to one or more patients.

- 2.2.2.4. Provider Directory (Individual) services that enable master data management of information regarding individual care providers who are performing care for one or more patients.
- 2.2.2.5. Centralized Consent Management Services that enable the Access Control Services to be made available to inter- and intra-state HIEs.
- 2.2.2.6. Record Locator Services that enable search for retrieval of federated patient data across intra- and inter-State HIE and HIO service providers.
- 2.2.2.7. Terminology Engine that normalizes the incoming medical coding and terminology into consistent forms enabling semantic interoperability (i.e., consistent meaning of health information regardless of its source).
- 2.2.2.8. Messaging and Interoperability Services that enable reliable and secure flow of information via standard messages that are implemented utilizing open interoperability standards and follow interoperability profiles defined by Integrating the Healthcare Enterprise (IHE).
- 2.2.2.9. Clinical Portal that provides a tool for providers to view patient data from multiple sources in an intuitive and efficient manner.
- 2.2.2.10. Performance Reporting Services that provide access to operational information about the HIE (e.g., numbers of messages by message type, by provider type; number of users by type, system outages, etc.).
- 2.2.3. **System Implementation and Configuration Services (contract element):** The HIE Contractor will provide all services required to implement the Core HIE solution and manage the configuration, testing, and training of the Core HIE. NV-HIE is seeking software as a service solution and a configurable system. Key services include:
 - 2.2.3.1. User Acceptance Testing (UAT) will be a critical process in the implementation phase and it is expected that the HIE Contractor will provide support in defining the process with NV-HIE and provide the tools necessary for NV-HIE to create, store, maintain, and manage the test data necessary to validate the quality and performance of all elements of the system and services. As further described in Section 9.0, it is NV-HIE's intent to transition several services, such as interface development, training, and help desk support to internal NV-HIE resources. Therefore, the Contractor shall provide training and ongoing support to NV-HIE and its designated resources on the Contractor solution, tools, and approaches.
 - 2.2.3.2. Training & Clinical Implementation Services: Includes training of Qualified Participant end users and designated NV-HIE management and support staff to ensure successful adoption of HIE services. As part of Qualified Participant training, the Contractor shall conduct a workflow analysis and develop clinical workflow recommendations to the Qualified Participants to maximize use of HIE data and services with end users. The HIE Contractor will be required to implement a training plan that covers education requirements such as user acceptance training, end-user training, ongoing technical assistance training, workflow re-design, interface development, configuration and production of reports, and troubleshooting. In addition to training end users, the Contractor shall provide training manuals and other types of materials that can be leveraged by NV-HIE users. NV-HIE anticipates transitioning certain training and

clinical implementation services to internal NV-HIE staff in the future, but will require support and services from the Contractor for integrations for the duration of the Contract.

- 2.2.4. **Security Requirements (contract element):** The Contractor shall provide security services to ensure maximum security of the data exchanged through the solution. Security requirements include user authorization, authentication, role-based access management, auditing, logging, and incident reporting to ensure appropriate protection of patient data. The HIE Contractor must take the utmost care to ensure that the HIE solution is secure and complies with Federal and State rules and regulations and industry best practices for privacy and security. NV-HIE has outlined security requirements for the HIE Contractor in order to best protect Nevadans.
- 2.2.5. **Hosting Services (contract element):** HIE Contractor will supply all technical infrastructure and services needed to run, maintain, and support service delivery, to ensure system availability, and to conduct maintenance of all required environments including development, testing, training/demonstration, pre-production/certification, production, disaster recovery, and “Sandbox”.
- 2.2.6. **HIE Integration Services (contract element):** The HIE Contractor will be responsible for facilitating integration of the Core HIE solution with Qualified Participants. NV-HIE will collaborate with the Contractor to prioritize the integration of those Qualified Participants that have been validated and verified through a process agreed upon by NV-HIE and the Contractor, to increase efficiency in integration services. Each integration with a Qualified Participant will follow the Work Order process described in Section 2.2.3. The process for developing HIE interfaces must be transparent to the NV-HIE organization so NV-HIE staff can participate and learn the process. As further described in Section 12.0, it is NV-HIE’s intent to become self-sufficient in its ability to perform future HIE Integration Services. The HIE Contractor will partner with NV-HIE to transition integration services in the future and support NV-HIE’s efforts to self-sufficiency (e.g., visibility to the process, documentation of the process, access to education associated with integration tools and applications, etc.).
- 2.2.7. **Administrative Reporting, Operations and Maintenance Support Services (contract element):** Following the implementation of the Core solution and the integration of at least one Qualified Participant, the HIE Contractor will provide administrative reporting services, and operations and maintenance support services necessary to deliver reliable HIE services and maintain the HIE software and hardware. The Contractor shall collaborate with NV-HIE on establishing a Service Level Agreement (SLA) during contract negotiations. The Contractor shall monitor compliance to performance expectations throughout operations of the HIE.
- 2.2.7.1. **Help Desk & Technical Customer Support:** Includes HIE connectivity, DIRECT service support, and general user support for Qualified Participants, NV-HIE staff, State agency staff, and additional end-users. NV-HIE will work with the selected Contractor to define the help desk model and tiers based on the Contractor’s expertise and recommendations. NV-HIE envisions a three-tiered help desk with tier one services, basic help desk functions, transitioning to internal NV-HIE staff within six months, with the most intensive help desk support in Year 1 of the Contract. It is anticipated tier two will transition to NV-HIE staff after the first year of the Contract. The Contractor shall

provide support for all tiers until the transition is complete. The Contractor will work with NV-HIE to define this timeline. Certain technical support responsibilities will remain the responsibility of the Contractor.

- 2.2.7.2. **Administrative Reporting and Operational Metrics Monitoring:** Includes the regular reporting on adherence to contract requirements, HIE usability and transaction reporting, performance expectations, ONC and grant reporting needs, state reporting requirements and required Contract deliverables. The Contractor will need to be familiar with the HIE Cooperative Agreement grant reporting requirements.
- 2.2.8. **Business Development Support (contract element):** The HIE Contractor is expected to partner with NV-HIE to support the growth of NV-HIE customers and facilitate the overall business development approach of NV-HIE. The HIE Contractor will collaborate with NV-HIE to provide technical sales support (e.g., demonstration assistance and demonstration environment) during the early stages of business launch as well as during market entry of new value-add services that the HIE Contractor is supporting. Business Development support will be a tiered approach, with the greatest support in year one of the Contract and the least level of support in the last year of the base Contract. In addition, NV-HIE will leverage the Contractor's experience to identify and implement emerging best practices and innovations for financial and operational sustainability.
- 2.2.9. **Outreach Services & Promotional Materials (contract element):** The HIE Contractor will collaborate with NV-HIE to support communication and outreach efforts focused on rapid enrollment and adoption of NV-HIE services. NV-HIE will leverage the Contractor's experience to identify and implement best practices and develop outreach materials to promote the HIE solution to customers.
- 2.2.10. Each Contract element includes:
 - 2.2.10.1. **Priority Requirements:** Priority Requirements include the high-priority requirements for the Contract element. Priority Requirements are considered "must-haves" and will be strongly considered in the final selection process.
 - 2.2.10.2. **Supporting Requirements:** Supporting Requirements include additional detailed requirements for each priority requirement, supporting the overall expectations for the Contract element. These supporting requirements are considered instrumental to the scope of Work and will be addressed as part of the evaluation and final Contract.
 - 2.2.10.3. **Desired Requirements:** Include requirements that are considered "nice-to-haves" for future NV-HIE capabilities and services. The Contractor's ability to meet desired requirements will be considered in the final selection process.
- 2.2.11. To align with Federal reporting and auditing requirements, the scope of Work will be comprised of a series of Work Orders through a master services Contract for Contract Elements that will initiate Contract work and manage Contractor payments. The Contractor is expected to provide NV-HIE with an initial Work Order that includes the Core HIE solution Implementation and Configuration Services to initiate work on the Contract. In addition, Work Orders will be required for Integration Services and Hosting Services. NV-HIE will work with the Contractor during contract negotiations to define the necessary Work Orders.

Note: Work Orders are considered different than Change Orders established through a change management process. Change Orders are classified as changes to the original scope of Work, resulting in a Contract amendment. Expectations for the Change Management process are addressed in Section 4.3.6.

- 2.2.12. The awarded HIE Contractor will implement the core information system and services that will meet the requirements of Nevada’s ARRA HITECH State HIE Cooperative Agreement and the Federally-approved State HIT Strategic and Operational Plan (State Health IT Plan), which has been approved by the Office of the National Coordinator for Health Information Technology (ONC). The current State Health IT Plan can be found at the following location: http://dhhs.nv.gov/Hit_ARRAHIE.htm. Section 10 of this plan includes the broad requirements the HIE Contractor must meet for the Core HIE solution. The most recent version of the Health IT Plan also contains the statewide HIE security and interoperability framework as an appendix based on Federal standards.
- 2.2.13. Value-added HIE services will be incorporated into the NV-HIE product portfolio over time and as market demand warrants. HIE Contractors are encouraged to propose and recommend value-added services.

2.3. KEY CONTRACT MILESTONES

- 2.3.1. The Core HIE Solution should be implemented and ready for Qualified Participant integration no later than October 31, 2013. Preference will be given to Offerors that propose an earlier implementation date in their proposed Project plans.
- 2.3.2. NV-HIE is in early discussions with customers and will leverage the Contractor’s expertise and recommendations to target Qualified Participants that will allow for quick integration into the Core HIE solution. NV-HIE’s goal is to integrate with at least three (3) Qualified Participants by no later than October 31, 2013. NV-HIE views the solution as an HIE to fill gaps in HIE availability which should enable any Qualified Participant, including hospitals, State and local government agencies, insurers, primary care providers, and other provider types identified in this RFP, to connect with the NV-HIE solution in the future.
 - 2.3.2.1. The expected NV-HIE customers for integration include, but are not limited to:
 - 2.3.2.1.1. State of Nevada DHHS divisions and offices.
 - 2.3.2.1.1.1. Department of Health Care Financing and Policy (DHCFP – Medicaid)
 - 2.3.2.1.1.2. Public and Behavioral Health (PBH)
 - 2.3.2.1.1.3. Aging and Disability Services (ADSD)
 - 2.3.2.1.1.4. Child and Family Services (CFS)
 - 2.3.2.1.1.5. Welfare and Supportive Services (WSS)
 - 2.3.2.1.2. Nevada’s four State and Local Public Health Departments.
 - 2.3.2.1.3. Commercial/private HIEs (i.e., end-to-end integration of EHR to HIE to HIE to EHR)
 - 2.3.2.1.4. Federal health partners (e.g., Veteran Affairs, Indian Health Service, DoD, NIH, CDC, etc.)
 - 2.3.2.1.5. Health plans/payers (e.g., HMOs, PPOs, ERISAs and PEBP, etc.)

- 2.3.2.1.6. Healthcare providers (e.g., physician practice and hospital EHRs, closed IDN HIEs, specialist EHRs, dentists, etc.)
- 2.3.2.1.7. Accountable Care Organizations (ACOs)
- 2.3.2.1.8. Patient consumer organizations
- 2.3.2.1.9. Laboratories
- 2.3.2.1.10. Radiology Centers
- 2.3.2.1.11. Federally Qualified Health Centers
- 2.3.2.1.12. Retail Clinics
- 2.3.2.1.13. Rural Clinics and Other Rural Providers
- 2.3.2.1.14. Telemedicine/Telemonitoring Service Providers and Devices
- 2.3.2.1.15. Education and research entities (e.g., Nevada System of Higher Education (NSHE), Nevada State College, and Touro University, etc.)
- 2.3.2.1.16. Mental Health providers
- 2.3.2.1.17. Long-Term Care Facilities
- 2.3.2.1.18. Others to be identified
- 2.3.3. NV-HIE is seeking an HIE Contractor that will partner with NV-HIE to support the growth of the NV-HIE and maximize the number of Qualified Participants integrating into NV-HIE's solution and the overall statewide HIE system. This requirement demands creative support from the selected HIE Contractor to assist NV-HIE in rapidly capturing a strong customer base by early 2014.
- 2.3.4. According to HIE Cooperative Agreement Grant requirements, NV-HIE shall be sustainable by February 7, 2014. The HIE Contractor will collaborate with NV-HIE to support business development and outreach efforts to help maximize adoption of NV-HIE services and business sustainability of this effort in Nevada.

2.4. CONTRACTOR RELATIONSHIP EXPECTATIONS

- 2.4.1. The successful Contractor shall be the Prime Contractor and shall be solely responsible for integration of all Work to be performed under the project, regardless of whether Subcontractors are used by the Contractor. The Prime Contractor shall report to the NV-HIE CEO on critical Contract management activities for this Contract, including tasks for which a Subcontractor may be responsible.
- 2.4.2. The relationship with NV-HIE and the Contractor, including any Subcontractors, shall be based on trust, confidentiality, objectivity, transparency, and integrity at all times. Nothing contained within this document or any Contract documents created as a result of any Contract awards derived from this RFP shall create any contractual relationships between any Subcontractor and NV-HIE. All subcontracting relationships require the consent and approval of NV-HIE prior to start of Work under the Contract or future Work Orders. All Work or future Work Orders paid for by Federal funds are subject to approval by ONC.

- 2.4.3. NV-HIE is a grant-funded program whose grant funding will cease February 7, 2014. At that time NV-HIE will need to be self-sustaining financially in order to continue as an organization. The Contractor understands that the NV-HIE may not continue to exist if funding is denied, withdrawn or unavailable. Contractor waives any and all claims for damages, effective immediately upon receipt of written notice if for any reason the NV-HIE's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- 2.4.4. As detailed in Section 20.5, the Contractor shall enter into a Business Associate Agreement (BAA) with NV-HIE to ensure protection of Protected Health Information (PHI) and NV-HIE and customer data. The HIE Contractor shall ensure that the appropriate BAA is in place with any subcontractor, to whom it shares PHI on behalf of a NV-HIE or a subsequent Covered Entity of HIPAA.

SECTION 3.0 BACKGROUND INFORMATION

3.1. OVERVIEW

- 3.1.1. This section of the RFP provides an orientation to NV-HIE. It is not intended to be a complete and exhaustive description.
- 3.1.2. The NV-HIE, a non-profit, and its Board of Directors were established pursuant to Nevada Revised Statutes (NRS) 439.588 and Nevada's American Recovery and Reinvestment Act (ARRA) Health Information Technology for Economic and Clinical Health (HITECH) Act State Health Information Exchange Cooperative Agreement in 2012. A seven-member Board of Directors comprised of physicians, medical practice executives, hospitals, health plans, public health, pharmacies, consumers, and Medicaid governs NV-HIE. The NV-HIE Board has appointed a Chief Executive Officer (CEO) to provide overall direction for NV-HIE and ensure that the goals and objectives of the Organizational are met. Specific responsibilities of NV-HIE and stakeholders are addressed in Section 3.2 below.
- 3.1.3. The NV-HIE Board will both oversee the operations of the HIE governing entity and be the governance body for the NV-HIE HIE system. It will also work with DHHS regarding compliance of the HIE participants with State and Federal laws, including collaboration to develop necessary policies and regulations. Specific responsibilities of the NV-HIE Board are included in Section 3.2 below.

3.2. NV-HIE ROLES, RESPONSIBILITIES AND STAKEHOLDERS

- 3.2.1. The following sections include roles and responsibilities specific to the NV-HIE Board and NV-HIE.
 - 3.2.1.1. NV-HIE Board Responsibilities.
 - 3.2.1.2. Establish a governance and business structure, including personnel and processes, which achieve broad-based public-private stakeholder collaboration with transparency and accountability.
 - 3.2.1.3. Establish mechanisms to provide oversight and accountability of HIE operations to protect the public interest, including the creation of standing and ad hoc committees that address specific issues and include additional stakeholders
 - 3.2.1.4. Collaborate and coordinate with NV-HIE and DHHS on the implementation of Nevada's Federally-approved State Health Information Technology Strategic and Operational Plan.
 - 3.2.1.5. Monitor compliance with nationally-recognized HIE standards, protocols, and processes.
 - 3.2.1.6. Ensure compliance with state and Federal laws, including privacy protection and the Health Insurance Portability and Accountability Act (HIPAA).
 - 3.2.1.7. Facilitate customer and public feedback and statewide public communications.
 - 3.2.1.8. NV-HIE Responsibilities.
 - 3.2.1.9. Oversee daily HIE services and operations.

- 3.2.1.10. Manage and monitor the NV-HIE Contract and services and the HIE Contractor relationship. NV-HIE's CEO will act as the executive sponsor and primary contact point for critical contract management tasks and will escalate necessary issues and risks to the NV-HIE Board of Directors.
- 3.2.1.11. Review critical Contract Deliverables and provide input into the design and implementation of the HIE.
- 3.2.1.12. Act as a liaison between its Contractor(s) and State and Federal agencies and stakeholders. NV-HIE will help facilitate communication between the parties to ensure that projects have a successful transition and implementation.
- 3.2.1.13. NV-HIE will work with OHIT to provide reporting and other information pertinent to ONC's Statewide HIE Cooperative Agreement Grant requirements.
- 3.2.1.14. NV-HIE Staffing Model.
- 3.2.1.14.1. **NV-HIE Chief Executive Officer (CEO)** – The CEO is appointed by the Board of Directors and will provide overall direction for the Contract. The CEO will have final decision-making authority related to overall Contract decisions. In addition, the CEO will facilitate final acceptance with the NV-HIE Board of Directors of the HIE solution for both UAT and operations.
- 3.2.1.14.2. **NV-HIE Director of Information Technology (IT)** – The NV-HIE Director of IT will oversee the project and the Contract for NV-HIE, and will work with the Contractor to conduct day-to-day coordination of all project tasks.
- 3.2.1.14.3. NV-HIE anticipates bringing on additional internal staff to eventually transition several services from the HIE Contractor in the future. NV-HIE is currently developing staffing plans and will provide the Contractor with more details as they become available. Currently, NV-HIE has planned for the following support staff:
- 3.2.1.14.4. **Technical Support** – NV-HIE envisions the addition of an internal technical support to assist with and eventually transition integration services from the Contractor. As part of the HIE Contract, the Contractor shall provide future staff with training and initial support on the Contractor's integration tools and methodology to support in the transition and long-term viability of NV-HIE.
- 3.2.1.14.5. **Training and Clinical Implementation Support** – NV-HIE will hire trainers that will provide clinical implementation and training services to Qualified Participants to support the integration and adoption of HIE data in the Participant's organization. The Contractor shall provide future staff with training and initial support on the Contractor's recommended training methodology.
- 3.2.1.14.6. **NV-HIE Director of Business Development and Communications** – This position will oversee the Business Development and Outreach Support for NV-HIE. Initial business development and outreach collaboration efforts will be the responsibility of the Contractor and NV-HIE until the NV-HIE Director Business Development and Communications is on-board and fully functional. NV-HIE plans on hiring additional business support and outreach staff that will be responsible for sales, business development, outreach and customer management. The Contractor shall partner with NV-HIE in the early stages of the Contract and provide sales and outreach assistance

and tools (demonstration environment, materials) to support business development and growth.

3.2.1.14.7. **Call Center and Help Desk Support** – As mentioned above in Section 2.2.6.2, NV-HIE will leverage the Contractor’s recommended model to support call center operations and help desk requirements. Over time, NV-HIE will take on certain call center and help desk tasks, based on an agreed upon model with the Contractor. Certain technical support responsibilities will remain the responsibility of the Contractor.

3.2.2. Stakeholders.

3.2.2.1. The following list describes NV-HIE’s primary stakeholders and their roles involved with the HIE system and services scope of Work.

3.2.2.2. **Department of Health and Human Services (DHHS)** – DHHS will be responsible for overseeing statewide HIE efforts and ensuring adherence to HIE Cooperative Grant requirements.

3.2.2.2.1. **DHHS Division of Health Care Financing and Policy (DHCFP)** – DHCFP is responsible for administering the Medicaid and SCHIP program and several other healthcare initiatives in the State.

3.2.2.2.2. **DHHS OHIT** – The Office of Health Information Technology, which includes and is managed by Nevada’s State Health Information (HIT) Coordinator, is responsible for administering Nevada’s ARRA HITECH State Health Information Exchange (HIE) Cooperative Agreement, facilitating the core infrastructure and capacity that will enable statewide HIE and coordinating related Health IT initiatives.

3.2.2.3. **Office of National Coordinator (ONC)** – The ONC is the principal Federal entity charged with coordination of nationwide efforts to implement and use HIT and HIE. The position of National Coordinator was created in 2004, through an Executive Order, and legislatively mandated in the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009. The ONC is overseeing the HIE Cooperative Agreement Grant efforts and funding in Nevada.

3.2.2.4. **Regional Extension Center (REC)** – HealthInsight provides REC services to both Nevada and Utah, assisting providers in the selection process and requirements to meet Meaningful Use.

3.3. CURRENT PROVIDER LANDSCAPE AND HIT INITIATIVES

3.3.1. A high-level overview of the HIE landscape in Nevada can be found in both the Nevada 2010 Statewide HIT Assessment and 2012 e-Health Survey at the following link: http://dhhs.nv.gov/PDFs/HIT_ARRAHIE.htm

3.3.2. Healthcare Provider Information.

3.3.2.1. As stated in Section 2.3 above, several healthcare provider types are primary targeted NV-HIE “customers”. This section presents more information on the potential customers of the NV-HIE. Refer to the State HIT Plan for more information.

3.3.2.2. Nevada has 56 hospitals and over 5,400 providers. Approximately 75% of providers will have an EHR implemented by 2015.

- 3.3.2.3. There are two (2) Federally Qualified Health Centers (FQHCs), with over 25 clinic sites between them.
- 3.3.2.4. The Indian Tribes of Nevada maintain ~15 tribal health centers/clinics, one of which is also an FQHC look-alike and another has applied for FQHC look-alike status.
- 3.3.2.5. There are two Veterans Administration (VA) hospitals, one in Las Vegas, and another in Reno. There are 11 community-based VA outpatient clinics.
- 3.3.2.6. Medicaid currently covers approximately 10% of the population.
- 3.3.3. Current HIT initiatives and HIE organizations.
 - 3.3.3.1. There are several healthcare initiatives that relate to the scope of Work included in this RFP, but the list is not exhausted. NV-HIE will facilitate coordination with necessary contacts on behalf of the Contractor, as needed. The Contractor will work with other HIEs for interoperability and connectivity, including HIEs listed below.
 - 3.3.3.1.1. HealthHIE Nevada, a privately-funded Nevada HIE, is using Optum/Axolotl as its HIE contractor. The Contractor shall collaborate on interoperability with HealthHIE.
 - 3.3.3.1.2. NV DIRECT – NV Direct is a secure, scalable, standards-based way for participants to send authenticated, encrypted health information. NV DIRECT supports meeting Meaningful Use requirements for HIE when used to transport content exported from an EHR/EMR directly to other, known trusted recipients via the Internet. The Contractor will directly support and facilitate integration of Qualified Participants with NV DIRECT, where appropriate. NV-HIE currently has three (3) providers actively using NV DIRECT, with the goal of reach 200 active providers by September 2013. More information on specific NV DIRECT requirements related to the Contractor’s scope of Work is included in Section 8.0 and Appendix A.
 - 3.3.3.1.3. eHealth Exchange (formerly NwHIN) – The eHealth Exchange is the nationwide HIE, which will facilitate connectivity and exchange of information with Federal partners including Centers for Disease Control and Prevention (CDC), Indian Health Service (IHS), Veteran Affairs (VA), Social Security Administration (SSA), and the Department of Defense (DoD). The proposed HIE solution shall provide the capability to integrate with eHealth Exchange and enable exchange of information between NV-HIE and its Federal partners.
 - 3.3.3.1.4. The Ryan White Program – The Ryan White Program is considering contracting with the NV-HIE to establish and maintain a database repository of its program information that must be submitted regularly to CDC. An interface for populating the database and access to the NV-HIE’s gateway to the federal eHealth Exchange may be needed. A change request may be necessary for this work.
 - 3.3.3.1.5. Advanced Directives – Pursuant to Assembly Bill 344 (2013), NV-HIE envisions having an interface between the NV-HIE’s Master Patient Index and Master Provider Directory for authorized, secure access to advanced directive documents stored by the NV Secretary of State in the Nevada Living Will Lockbox.
 - 3.3.3.1.6. National Association for Trusted Exchange (NATE) – Formerly the Western States Consortium (WSC), NATE is a non-profit corporation established in Washington, DC during May 2013. Member states share the common goal of creating policies and

procedures that lay the groundwork for the safe, secure interstate transfer of electronic health information. Core states include: Alaska, Arizona, California, Hawaii, Nevada, New Mexico, Oregon, and Utah. Affiliate states include: Washington, Idaho, Colorado, Michigan, Ohio, Georgia, and Florida. NATE is a member of DirectTrust.

3.4. FUTURE VISION OF HIE IN NEVADA

- 3.4.1. The NV-HIE's vision is to establish a sustainable statewide HIE business that delivers an information exchange capability and encourages broad use of health information services to improve and innovate the delivery of wellness and care to individuals in the State. The HIE will enable sharing of health data across organizational boundaries and will eventually be shared with consumers to improve safety, security, quality and costs of healthcare.
- 3.4.2. The NV-HIE will be a hybrid federated infrastructure model that will support existing HIEs or HIOs that are in operation or will operate within Nevada and other states, as well as provide a separate statewide platform to fill gaps in HIE availability to ensure equal access to health information services in Nevada.
 - 3.4.2.1. The NV-HIE infrastructure and architecture will be constructed as a set of integrated services that will follow the principles of service oriented architecture (SOA), industry interoperability standards.
 - 3.4.2.2. The NV-HIE will connect, share and exchange health information from multiple disparate sources across the entire Nevada healthcare community, across state lines when necessary, and federal agencies- including providing gateway connectivity. The NV-HIE will also connect and serve rural health care providers that may be challenged in remote areas of Nevada.

SECTION 4.0 CONTRACT GOALS AND STRATEGY

4.1. OVERVIEW

- 4.1.1. This section of the RFP provides an overview of the Contract's goals, duration, and scope. NV-HIE anticipates that the goals and strategy will be refined with the selected HIE Contractor.

4.2. CONTRACT STRATEGY

- 4.2.1. NV-HIE's Contract strategy is reflected throughout this RFP, and was developed to encourage mutually beneficial outcomes. NV-HIE plans to negotiate with the following goal in mind:
 - 4.2.1.1. Establish a business relationship with a Contractor that will collaborate with NV-HIE and directly contribute to the long-term viability and success of NV-HIE. NV-HIE will largely leverage the Contractor's experience and recommendations for enhancements in system functionality, sustainability, services, and marketing and outreach.
 - 4.2.1.2. Provide a configurable and largely turnkey solution and services that will allow for quick implementation, as well as resolution of any issues.
 - 4.2.1.3. NV-HIE hopes to foster an environment of open communications and trust. NV-HIE is seeking a partner that will positively respond to changes or delays in project schedules, without assigning blame to a person or party that negatively impacts the long-term relationship.
 - 4.2.1.4. Implement a Contract and payment model that supports the Work Order process outlined in Section 2.2.3 to maximize success in delivery of agreed upon Deliverables and completion of scope of Work under the agreed upon Contract scope.

4.3. CONTRACT TERMS

- 4.3.1. NV-HIE anticipates that after completing the contract negotiations process, Work will begin around August 21, 2013. The anticipated initial term of the Contract is three (3) years, contingent upon contractual requirements being satisfied. The Contract may be renewed in increments of one (1) year each without limitations on renewal options at the sole discretion of NV-HIE, contingent upon contractual requirements being satisfied.
- 4.3.2. The Contract may be terminated, without cause, by NV-HIE upon 30 (thirty) days written notice.
- 4.3.3. NV-HIE may, upon ten (10) days written notice to the Contractor, terminate the Contract, in whole or in part, for just cause, which must include failure of the Contractor to fulfill in a timely and proper manner the obligations under the Contract. In such event, all finished work products prepared under this Contract must, at the option of NV-HIE become its property upon payment for services rendered through the termination of the Contract.

- 4.3.4. The appropriate terms and conditions, laws and regulations of the State of Nevada will apply to any contract that may arise from this RFP. The legal venue is Nevada without exception, unless prohibited by law.
- 4.3.5. NV-HIE operates under the State of Nevada Open Meeting Law. Details related to the Open Meeting Law can be found at: <http://www.leg.state.nv.us/NRS/NRS-241.html>.
- 4.3.6. Following Contract award, a formal Change Management Process will be established to address any requested changes to requirements or scope defined this RFP. The goal of this process is to address submission, review, and approval or rejection of all changes within realistic and agreed upon time periods that are reflective of the solution for the proposed change. NV-HIE will work with the Contractor during the contract negotiation period to establish and document a mutually agreed upon Change Management process.
- 4.3.7. The State of Nevada is committed to establishing comprehensive policies and regulations that protect privacy, strengthen security, and allow clinicians and public health authorities have critical access to health information when and where needed to improve health care delivery and health outcomes for all Nevada residents. As the designated HIE governing body, the NV-HIE will support the State's development of regulations and provide policy guidance addressing privacy and security needs for interoperable HIE among its participants, including: consent, authorization, authentication, access, allowable use, audit, breach, confidentiality, data integrity, data availability, and data ownership.
- 4.3.8. Pursuant to NRS 439.581-595, the DHHS Director is authorized to promulgate HIE-related regulations, and has the responsibility for engaging the State's rulemaking process. NV-HIE will assist DHHS with the development of the regulations and engaging stakeholders as required by the process.

SECTION 5.0 GENERAL PROCUREMENT INFORMATION

5.1. OVERVIEW

- 5.1.1. The General Information section of this RFP provides Offerors with instructions regarding the procurement schedule, contact with NV-HIE staff, and proposal submission requirements.

5.2. POINT OF CONTACT

- 5.2.1. Inquiries concerning this RFP shall be sent to the following email address:

NV-HIE@pubknow.com

5.3. CONTACT WITH NV-HIE STAFF

- 5.3.1. All communications relating to this RFP must be directed to the email address listed in 5.2.1 above. All communications regarding this procurement between Offerors and other NV-HIE staff members, NV-HIE Board of Directors, Evaluation Panel of the NV-HIE, or Nevada State employees supporting the NV-HIE for this RFP are strictly prohibited. The terms “HIE Contractor”, “Contractor”, and “Offerors” includes both those parties expressing an interest in responding to this RFP and those parties who provide RFP proposals. Failure to comply with these requirements may result in disqualification. An exception to this restriction will be made for Offerors who, in the normal course of work may need to discuss legitimate business matters concerning their work that is unrelated to this RFP.
- 5.3.2. In order to ensure a fair and equitable process, NV-HIE will make announcements available to all Contractors through the NV-HIE website (<http://nv-hie.org>) including any RFP addenda.
- 5.3.3. NV-HIE requests that all initial communications be made to the email address provided in 5.2.1 above so they may be routed to the appropriate NV-HIE personnel and tracked for resolution.
- 5.3.4. Any questions regarding RFP provisions may be submitted in writing via email using the email address provided in 5.2.1 above. The deadline date for written questions is indicated in the Procurement Schedule found in Section 5.17. NV-HIE will provide responses to questions by posts to the NV-HIE website (<http://nv-hie.org>). Contractors interested in bidding are responsible for checking the NV-HIE website on a regular basis for updates. For multiple questions asking essentially for the same information/clarification, NV-HIE may provide only one answer. Only those answers issued in writing will be incorporated into the procurement and Contract process as addendums to the RFP.

5.4. PROCUREMENT PROCESS

- 5.4.1. This RFP is the first step in a process that is designed to select a highly qualified Contractor. The full procurement process includes the steps identified in Sections 5.4.2 – 5.4.6. below.

- 5.4.2. Letter of Intent.
 - 5.4.2.1. Contractors interested in bidding must preliminarily respond by submitting a Letter of Intent to Bid with credentials and a narrative through email. The Letter will include the Offeror's credentials as included in Tables K.1 and K.2 of Appendix K. The Letter of Intent narrative template is included in Appendix K, Figure K.3. The Letter of Intent narrative shall include the following sections (five pages maximum):
 - 5.4.2.1.1. Offeror's Experience - A description of the Offeror's experience, including a minimum of three (3) years experience in developing, implementing, and integrating HIE solutions.
 - 5.4.2.1.2. Description of Offeror's Solution – A description of HIE systems implemented by the Offeror and extent of participant integration. The description shall include the core functionality included with the HIE solution.
 - 5.4.2.1.3. Offeror's Ability to provide a Service-Based Approach – A description of the Offeror's abilities to provide a hosted, HIE solution using a service-based approach.
 - 5.4.2.1.4. Offeror's Ability to provide a Proven Solution – A description of the Offeror's abilities to provide a working, proven system in the HIE marketplace.
 - 5.4.2.2. With the Letter of Intent, the Contractor shall also provide a Contract template that may be used for the Contract, with boilerplate language. The Contract template will not count against the narrative page limit.
 - 5.4.2.3. The required tables in Appendix K for Offeror completion will not count against the Letter of Intent five-page limit.
 - 5.4.2.4. A timely Letter of Intent must be submitted by July 10, 2013 at 5:00 PM PST for your organization's proposal response to be considered. The Letter of Intent shall be sent via email to the Contact provided in Section 5.2.1. Depending on number of Contractors indicating intent to bid, NV-HIE may select three (3) contractors based on the Offeror's credentials.
 - 5.4.2.5. Submitting a Letter of Intent to Bid e-mail DOES NOT bind a Contractor to respond.
 - 5.4.2.6. The subject line of the E-mail shall state: "Letter of Intent to Respond – Nevada NV-HIE HIE Solution and Services [Contractor Name]"
 - 5.4.2.7. The body of the e-mail must include:
 - 5.4.2.8. Identity of Contractor [Name of organization]
 - 5.4.2.9. Name, address, telephone number, and e-mail address of individual(s) authorized to submit a response.
- 5.4.3. NV-HIE may select three (3) contractors to submit Technical and Cost Proposals and participate in Product Demonstrations and Oral Presentations. Contractors will be notified by no later than 13, 2013 at 5:00 PM PST. Criteria for Technical and Cost Proposal selection are included in Section 19.0.
- 5.4.4. Questions and Answers.
 - 5.4.4.1. Contractors asked to submit Technical and Cost Proposals may ask questions regarding the RFP and proposal submissions. Questions are due via email to NV-HIE@pubknow.com by 15, 2013 at 5:00 PM PST.

- 5.4.5. Product Demonstration and Oral Presentation.
 - 5.4.5.1. Selected contractors (based on credentials provided in 5.4.2) will be invited to submit Proposals and present their solution and demonstrate their products and services on site in the Reno/Carson City area, Nevada on August 2, 2013. The Contractor may select how it will use the timeframe to address the following product demonstration and presentation requirements below. The Contractor is responsible for all expenses related to attending and participating in the demonstrations.
 - 5.4.5.2. Product Demonstrations.
 - 5.4.5.2.1. Each of the demonstrations will be expected to address both the clinical and technical functionality of the Contractors' solution. The Contractor is expected to use their actual products and services. NV-HIE may provide clinical scenarios to structure part of the demonstration and discussion. NV-HIE may use this opportunity to discuss with the Contractor, optional elements of HIE, feasibility of future HIE services and strategic challenges. Contractors must demonstrate the following capabilities:
 - 5.4.5.2.1.1. Meaningful Use (MU) enablement for providers as established by the Centers for Medicare and Medicaid Services (CMS);
 - 5.4.5.2.1.2. Clinical portal as a tool for physicians to view patient data from multiple sources in an intuitive and efficient manner;
 - 5.4.5.2.1.3. Centralized Consent Management capabilities that will restrict sharing of Protected Health Information (PHI) including:
 - 5.4.5.2.1.3.1. Authentication of user as a patient/consumer who is able to update his or her consent preferences.
 - 5.4.5.2.1.3.2. User interface for patients/consumers or NV-HIE administration to enter their consent preferences for allowing their health information to be shared electronically (opt-in).
 - 5.4.5.2.1.3.3. Demonstrate that the user interface can restrict patient/consumer consent according to the following models (in each scenario, demonstration should show how access to data changes with each update to consent.
 - 5.4.5.2.1.4. Opt-in with no restrictions;
 - 5.4.5.2.1.5. Opt-in with restrictions based on individual provider, provider organization, and/or provider specialty;
 - 5.4.5.2.1.6. Opt-in with restrictions on segments of data (e.g., behavioral health, STDs, HIV/AIDS, etc.);
 - 5.4.5.2.1.7. Consent by default (e.g., Nevada Medicaid beneficiaries may not opt-out);
 - 5.4.5.2.1.8. Opt-out no exceptions;
 - 5.4.5.2.1.9. Opt-out with exceptions based on individual provider and/or provider organization;
 - 5.4.5.2.1.10. Opt-out with exceptions based on segments of data (e.g., personal health data entered by patient);
 - 5.4.5.2.1.11. Access to data in emergency situations by health care providers (break the glass);

- 5.4.5.2.1.12. Subscribing for notifications based on ADT transactions. Address issues related to completeness or accuracy of data in the ADT transaction (e.g., the data in PV1 and PV2 segments);
- 5.4.5.2.1.13. Direct Secure Messaging (quick confirmation that the capability exists for messaging and the administration of accounts);
- 5.4.5.2.1.14. Configuration and operation of Enterprise Master Patient Index (EMPI) services and capabilities;
- 5.4.5.2.1.15. Other capabilities considered to be a differentiator in supporting clinical services and optimizing clinical adoption of HIE services.
- 5.4.5.3. Oral Presentations.
 - 5.4.5.3.1. Contractors will present and discuss their capabilities in the following areas:
 - 5.4.5.3.1.1. Consent Management.
 - 5.4.5.3.1.1.1. Approach to implement and maintain a statewide policy vocabulary capability that will enable discoverable patient consent elections across the HIE system and with other trusted parties;
 - 5.4.5.3.1.1.2. The HIE Contractor must provide explanation for how opt-in consent will be maintained for Medicaid beneficiaries (e.g., Medicaid enrollment information will be accepted by the HIE Contractor solution to update opt-in status for new incoming beneficiaries and outgoing beneficiaries);
 - 5.4.5.3.1.1.3. Restricted sharing of health records with health plans as requested by patient that pays for treatment out of pocket and in full;
 - 5.4.5.3.1.1.4. Restricted access to specially protected data according to Nevada State and Federal law and regulations
 - 5.4.5.3.2. Configuration and operation of Enterprise Master Patient Index (EMPI) services and capabilities.
 - 5.4.5.3.3. Configuration and operation of Provider Directory services and capabilities (individual and entity levels). This should include description of how NV-HIE will be able to extend the services for a more comprehensive Provider Information Management capability.
 - 5.4.5.3.4. Migration of existing Nevada Direct Messaging capability to HIE Contractor's platform (i.e. Direct addresses, user credentials, certificates, message history, etc.). Confirmation that migration costs will not be charged to NV-HIE.
 - 5.4.5.3.5. HIE Contractor's capabilities to integrate with hospitals and Federal partners via eHealth Exchange (formerly NwHIN).
 - 5.4.6. Written Proposal Responses.
 - 5.4.6.1. Selected Contractors will be invited to provide a written response, including Technical and Cost proposals, to this RFP to be considered for selection. All written proposals must be received by the date and time included in the Procurement Schedule, Section 5.17. Written proposals will be evaluated and scored by NV-HIE and may provide Oral Presentations and Product Demonstrations. Information on proposal requirements and evaluation criteria is provided in Section 18.0.

- 5.4.6.2. Customer References: Contractors must provide a minimum of three (3) client references similar in size, scope and complexity to the requirements of this RFP. NV-HIE may contact customer references of Contractors. This will help NV-HIE understand prospective Contractors from a customer's point of view. Customer perceptions of prospective Contractors may be used to further narrow the list of finalists. More details on specific reference requirements are included in Sections 18.0 and 10.0.

5.5. GENERAL OFFEROR REQUIREMENTS

- 5.5.1. Offeror Performance and Debarment.
 - 5.5.1.1. Any Offeror awarded a Contract as a result of this RFP must not have been suspended or debarred from doing business with the Federal or State government.
- 5.5.2. Proof of Good Standing.
 - 5.5.2.1. All Offerors responding to this RFP must be and remain current in payment of all taxes, including sales and franchise taxes. In general, the State of Nevada must identify the Offeror to be "in good standing" with the State and authorized to do business in the State of Nevada prior to initiating the Contract.
- 5.5.3. Insurance.
 - 5.5.3.1. Unless expressly waived in writing, the HIE Contractor, as an independent contractor and not an employee of the NV-HIE, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within the Contract along with the additional limits and provisions as described in this section. The NV-HIE shall have no liability except as specifically provided in the Contract.
 - 5.5.3.2. The Contractor shall not commence Work before:
 - 5.5.3.2.1. The Contractor has provided the required evidence of insurance to the NV-HIE.
 - 5.5.3.2.2. The NV-HIE has approved the insurance policies provided by the Contractor.
 - 5.5.3.3. Prior approval of the insurance policies by the NV-HIE shall be a condition precedent to any payment of consideration under this Contract and the NV-HIE's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent in the Contract. Any failure of the NV-HIE to timely approve shall not constitute a waiver of the condition.
 - 5.5.3.4. Insurance Coverage.
 - 5.5.3.5. The Contractor shall, at the Contractor's sole expense, procure, maintain, and keep in force for the duration of the Contract insurance conforming to the minimum limits specified below. Unless specifically stated herein or otherwise agreed to by the NV-HIE, the required insurance shall be in effect prior to the commencement of Work by the Contractor and shall continue in force as appropriate until:
 - 5.5.3.5.1. Final acceptance by the NV-HIE of the completion of the Contract; or
 - 5.5.3.5.2. Such time as the insurance is no longer required by the NV-HIE under the terms of the Contract;

- 5.5.3.5.3. Whichever occurs later.
- 5.5.3.6. Any insurance or self-insurance available to the NV-HIE shall be in excess of, and non-contributing with, any insurance required from the Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the NV-HIE, Contractor shall provide the NV-HIE with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of the Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify NV-HIE and immediately replace such insurance or bond with an insurer meeting the requirements.
- 5.5.3.7. Minimum Scope and Limits of Insurance.
 - 5.5.3.7.1. The Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.
 - 5.5.3.7.2. Commercial General Liability – Occurrence Form.
 - 5.5.3.7.2.1. The policy shall include bodily injury, property damage, and broad form contractual liability coverage.
 - 5.5.3.7.2.1.1. General Aggregate: \$2,000,000.00.
 - 5.5.3.7.2.1.2. Products – Completed Operations Aggregate: \$1,000,000.00.
 - 5.5.3.7.2.1.3. Personal and Advertising Injury: \$1,000,000.00.
 - 5.5.3.7.2.1.4. Each Occurrence: \$1,000,000.00.
 - 5.5.3.7.3. Professional Liability (Errors and Omissions Liability)
 - 5.5.3.7.3.1. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of the Contract.
 - 5.5.3.7.3.1.1. Each Claim: \$1,000,000.00.
 - 5.5.3.7.3.1.2. Annual Aggregate: \$2,000,000.00
 - 5.5.3.7.3.2. In the event that the professional liability insurance required by the Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the policy shall precede the effective date of the Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time Work under the Contract is completed.
 - 5.5.3.7.4. Cyber Insurance.
 - 5.5.3.7.5. The Cyber Insurance policy shall include and insure against data loss and system damage, breach notification expenses, and regulatory investigative expensive. The Contractor shall have no less than \$2,000,000 coverage for Cyber Insurance.
 - 5.5.3.7.6. Subrogation Waiver.

- 5.5.3.7.6.1. Each insurance policy shall provide a waiver of subrogation against the NV-HIE, its officers, and employees for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- 5.5.3.7.7. Cross-Liability.
 - 5.5.3.7.7.1. All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insurers clause.
- 5.5.3.7.8. Deductibles and Self-Insured Retentions.
 - 5.5.3.7.8.1. Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the NV-HIE. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by NV-HIE.
- 5.5.3.7.9. Cancellation.
 - 5.5.3.7.9.1. Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to NV-HIE, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract.
- 5.5.3.7.10. Approved Insurer.
 - 5.5.3.7.10.1. Each insurance policy shall be:
 - 5.5.3.7.10.1.1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made.
 - 5.5.3.7.10.1.2. Currently rated by A.M. Best as “A-VII” or better.
- 5.5.3.8. Evidence of Insurance.
 - 5.5.3.8.1. Prior to the start of Work, Contractor must provide the following documents to NV-HIE:
 - 5.5.3.8.1.1. Certificate of Insurance.
 - 5.5.3.8.1.1.1. The Accord 25 Certificate of Insurance form or a form approved by the NV-HIE must be submitted to the NV-HIE as evidence of the insurance policies and coverages required of the Contractor. The certificate must name the NV-HIE, its officers and employees as the certificate holder. The certificate should be signed by a person authorized to bind coverage on its behalf.
 - 5.5.3.8.1.2. Schedule of Underlying Insurance Policies.
 - 5.5.3.8.1.2.1. If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
 - 5.5.3.8.1.3. Review and Approval.

5.5.3.8.1.3.1. Documents specified above must be submitted for review and approval by the NV-HIE prior to the commencement of work by the Contractor. Neither approval by the NV-HIE nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by the Contract. Compliance with the insurance requirements of the Contract shall not limit the liability of the Contractor or its subcontractors, employees or agents to the NV-HIE or others, and shall be in addition to and not in lieu of any other remedy available to the NV-HIE under this Contract or otherwise. The NV-HIE reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

5.5.4. Financial Capacity and Bonding.

5.5.4.1. Offerors must submit evidence of adequate financial stability, as described in RFP. If the Offeror is a subsidiary, affiliate, or creation of one or more entities, and the proposing entity presents or relies upon the experience, financial stability or other qualifications of the parent or other entity(ies), the Offeror must also include the most recent detailed financial report of the parent or other entity(ies) and a statement that the parent or other entity(ies) will unconditionally guarantee performance by the Offeror in each and every term, covenant, and condition of any contract as executed by the parties.

5.6. LOCATION OF CONTRACT FUNCTIONS AND PERSONNEL

5.6.1. NV-HIE does not require all Contract activities to be performed in Nevada and does not require Contractor staff to be located within Nevada. However, the Contractor's Project Manager will be co-located with NV-HIE during the first two years of the Contract or less than two years if agreed upon by NV-HIE. This individual will assist NV-HIE with demonstrating how the solution works, trainings, and assist with Qualified Participant integration.

5.6.2. NV-HIE will allow certain functions, such as configuration, hosting, and services within the contiguous United States. The Contractor may not perform work and business operations related to this Contract outside of the United States and its territories. At no time shall the Contractor maintain, use, or transmit information governed by privacy laws and regulations outside the United States and its territories.

5.7. REVISION AND WITHDRAWAL OF THIS RFP

5.7.1. NV-HIE reserves the right to amend the RFP prior to the announcement of the successful Contractor. RFP amendments will be publically posted on the NV-HIE website (<http://nv-hie.org>) In such an event, all contractors will be afforded an opportunity to revise their proposals to accommodate the RFP amendment. If in the opinion of NV-HIE, amendments will require substantive changes in proposals, the due date and related events may be extended. NV-HIE will not be responsible for any additional costs incurred as a result of said changes in the RFP. NV-HIE reserves the right to:

5.7.1.1. Withdraw this RFP, at its sole discretion, from any or all contractors at any time. Such withdrawal is effective upon issuance of written notice.

5.7.1.2. Reject any and all responses.

- 5.7.1.3. Correct any defect or irregularities in this RFP.
- 5.7.1.4. Request modifications to any response to this RFP.
- 5.7.1.5. Modify any specifications, scope or requirements in this RFP.
- 5.7.1.6. Extend or change deadlines.
- 5.7.1.7. Request a “best and final offer”.
- 5.7.1.8. Change the schedule.
- 5.7.1.9. Modify the process.

5.8. RFP RESPONSE NON-BID

- 5.8.1. A response to a RFP is not a bid and does not commit NV-HIE to accept a proposal. The RFP process provides the opportunity to negotiate with prospective contractors. This RFP is not an order and does not commit NV-HIE to pay for any costs incurred in the preparation or submission of any quotation or proposal or to procure the materials or supplies hereunder. Quantities used herein to estimate responses may or may not reflect actual quantities used or needed, and do not commit NV-HIE to order specified estimated quantities. Any offers accompanied by terms and conditions that are in conflict with this RFP may be considered unacceptable.
- 5.8.2. NV-HIE reserves the right to make or not make an award based solely on the proposals, or to discuss further with one or more of the prospective Contractors. The solution selected will be chosen on the basis of that which is most advantageous to NV-HIE, taking into consideration price and the other evaluation factors set forth in this RFP or allowed by law.

5.9. NEWS RELEASES: PROHIBITIONS AND PRE-APPROVALS REQUIRED

- 5.9.1. Prior to contract award, an Offeror may not issue a press release or provide any information for public consumption regarding its participation in the procurement.
- 5.9.2. This section does not preclude business communications necessary for an Offeror to develop a proposal, or required reporting to shareholders or governmental authorities.
- 5.9.3. Following contract award and on an ongoing basis, a selected Contractor must receive prior written approval from the NV-HIE before issuing a press release or providing information for public consumption regarding the contracting process and the Contractor’s work related to this RFP. Requests for such prior written approval should be directed to the NV-HIE CEO.

5.10. NV-HIE USE OF PROPOSAL MATERIALS

- 5.10.1. Proposals submitted to NV-HIE as a result of this RFP are subject to release as public information after contracts are executed or if the procurement is terminated. NV-HIE shall exercise reasonable efforts to limit circulation of prospective Contractors’ proprietary materials to the NV-HIE evaluators. A prospective Contractor must mark any submitted material, which it regards as confidential with a “PROPRIETARY MATERIAL” designation. Due to the public nature of NV-HIE, NV-HIE cannot guarantee that submitted materials will not be reviewed by outside parties. In any case,

NV-HIE shall not be responsible for the inadvertent or accidental release of such materials to unauthorized parties.

- 5.10.2. The NV-HIE will not consider any proposal that bears a copyright for all content of the proposal.
- 5.10.3. NV-HIE assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offerors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take legal precautions to safeguard trade secrets and other proprietary information.

5.11. DISQUALIFICATION OF CONTRACTORS

- 5.11.1. Contractors may be disqualified for situations or conditions as determined appropriate by NV-HIE, in its sole discretion, including, but not limited to the following:
 - 5.11.1.1. Collusion between a State of Nevada and/or NV-HIE employee and/or NV-HIE Board member and/or NV-HIE Committee member and the Contractor.
 - 5.11.1.2. The Company or any subcontractor, is in litigation with any current or past client/customer, or Federal, state, or local governmental agency.
 - 5.11.1.3. Contractor in arrears on any existing contract, subcontractor payments, or having defaulted on previous contracts.
 - 5.11.1.4. Lack of competency as revealed by pertinent factors, including but not limited to, experience and equipment, financial statement and questionnaires.
 - 5.11.1.5. Incomplete work that in the judgment of NV-HIE will prevent or hinder the prompt completion of additional work awarded.
 - 5.11.1.6. Contractor has failed to perform in a satisfactory manner on a previous contract.
 - 5.11.1.7. Contractor communicates with NV-HIE staff or management regarding this RFP or proposals, other than the email address provided in 5.2 above.
 - 5.11.1.8. Conflict of interest with the NV-HIE.
 - 5.11.1.9. Offerings of gifts and/or bribes to any NV-HIE employees.
 - 5.11.1.10. Non-compliance with NV-HIE rules for Contractors/visitors.
 - 5.11.1.11. Failure to respond to all or part of the RFP's stated requirements, request for information, or other data required by NV-HIE within this RFP.
 - 5.11.1.12. Identified on the Federal Government Health and Human Services (HHS) List of Excluded Individual / Entities (LEIE); Identified on any of the 50 States Medicaid Excluded Provider List; or the Federal government terrorist list.

5.12. EQUAL OPPORTUNITY

- 5.12.1. In fulfilling this order, the Contractor agrees to abide by the provisions of Section 202 of Executive Order 11246 in regard to Equal Employment Opportunities (NRS 613 Employment Practices www.leg.state.nv.us/NRS/NRS-613.html).

5.13. REJECTION OF OFFERS

- 5.13.1. NV-HIE has sole discretionary authority and reserves the right to reject any and all proposals received as a result of this RFP. Proposals that do not comply with the submission requirements may be rejected. In addition, NV-HIE reserves the right to accept or reject, in whole or in part, any Proposals submitted, and to waive minor technicalities when in the best interest of NV-HIE.

5.14. RIGHT TO AMEND OR WITHDRAW

- 5.14.1. NV-HIE reserves the right to alter, amend, or modify any provision of this RFP, or to withdraw this RFP at any time prior to the award of a contract, if to do so is in the best interest of NV-HIE. NV-HIE reserves the right to re-solicit for like or similar services whenever it determines solicitation to be in the best interest of NV-HIE.
- 5.14.2. Any changes or additional information regarding this RFP will be posted as an addendum to RFP #NV-HIE-01 on <http://nv-hie.org>. It is the responsibility of Offerors to check periodically for addenda.

5.15. PRE-AGREEMENT COSTS

- 5.15.1. NV-HIE will not be responsible or liable for any cost incurred by any Offeror in the preparation and submission of its Offer to this RFP, or for other costs incurred by participating in this procurement process.

5.16. RIGHT TO OBTAIN CONTRACTOR INFORMATION

- 5.16.1. By submitting a proposal, the Offeror grants the NV-HIE the right to obtain information from any lawful source regarding the Bidder's and its directors', officers', and employees': (1) past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with contract requirements. By submitting a proposal, an Offeror generally releases from liability and waives all claims against any party providing the NV-HIE information about the Bidder. NV-HIE may take such information into consideration in evaluating proposals.

5.17. ANTICIPATED SCHEDULE OF PROCUREMENT ACTIVITIES

5.17.1. The Anticipated Procurement Schedule is provided in Table 5.17.1 below.

5.17.1.1. Table 5.17.1 – Anticipated Procurement Schedule

Event	Responsible Party	Date/Deadline
RFP released	NV-HIE	July 3, 2013
Letter of Intent with Credentials due to NV-HIE and Contract Template	Contractor	July 10, 2013, 5:00 PM PST
NV-HIE Select Contractors for Proposal Submissions	NV-HIE	July 13, 2013 by 5:00 PM PST
Questions Due for Final 3 Contractors selected to Submit Proposals	Contractor	July 15, 2013, 5:00 PM PST
Answers to Questions published	NV-HIE	July 17, 2013 no later than 5:00 PM PST
Written Proposals Due	Contractor	July 31, 2013 5:00 PM PST
Contractor Oral Presentation and Product Demonstration	NV-HIE/Contractor	August 2, 2013
Contractor Selected and Notified	NV-HIE/Contractor	August 7, 2013
Contract executed	NV-HIE/Contractor	Estimated at August 21, 2013

SECTION 6.0 KEY PERSONNEL AND OTHER STAFFING REQUIREMENTS

6.1. OVERVIEW

- 6.1.1. In order to meet the goals set forth in Sections 8.0 – 15.0 of this RFP, NV-HIE has established key personnel and staffing expectations. By developing and maintaining appropriate staffing levels throughout the term of the Contract, the Contractor can adjust its resources, as necessary, to maintain the required level of service.
- 6.1.2. NV-HIE has identified a list of key requirements and responsibilities for key personnel and other staff in Table 6.1.6. A key personnel role can be shared amongst multiple staff, and a proposed individual can serve in more than one key personnel role. The Contractor shall provide qualified staff to perform the activities required in this RFP.
- 6.1.3. The Contractor shall adhere to the staffing requirements and associated performance standard provided in the table below.
- 6.1.4. At the discretion of NV-HIE, requirements of key personnel can be waived if proposed key personnel demonstrate other similar experience and qualifications deemed sufficient to meet the work duties.
- 6.1.5. Changes in key personnel require NV-HIE approval.
- 6.1.6. As stated in Section 3.2.1.14, NV-HIE anticipates bringing on additional internal staff to eventually transition several services from the HIE Contractor in the future. NV-HIE is currently developing staffing plans and will collaborate the Contractor with more details as they become available. NV-HIE anticipates the Contractor's key personnel to work closely with the future internal staff to ensure a successful transition of applicable services.

6.1.7. Table 6.1.6 – Key Personnel and Staffing Requirements

ID Number	Topic	Requirement
6.1.	Key Personnel Staffing Qualifications	<p>The Contractor shall provide key personnel, by discipline, addressing the respective contract management, project management, configuration, operational, and technical expectations of the Contract, who will be dedicated to the respective requirement. Key Personnel include the following:</p> <ul style="list-style-type: none"> - Contract Manager - Project Manager - Operations Manager - Security Compliance Officer - Integration/Solution Liaison - Business Development/Marketing Lead <p>One or more proposed staff can fill key personnel roles, and proposed staff can be proposed as more than one key personnel.</p>
6.2.	Key Personnel Staffing Qualifications	<p>The Contract Manager must have a minimum of an undergraduate college degree in business administration or equivalent degree and five or more years experience in overseeing or directing projects of similar size and scope.</p>
6.3.	Key Personnel Staffing Qualifications	<p>The Project Manager must have a minimum of an undergraduate college degree in IT, business, or equivalent degree, four or more years experience in IT project management or development, and IT training. The Project Manager must have a Project Management Professional (PMP) Certification or other similar designation. The Project Manager must be in the key personnel role for a minimum of one year. The Project Manager must be able to be onsite co-located with NV-HIE for a minimum of one year.</p>
6.4.	Key Personnel Staffing Qualifications	<p>The Operations Manager shall have three or more years experience in managing or directing IT system and service operations in a health organization. In addition, the individual will have completed mandatory accredited training required for ITIL Intermediate exams that include the Service Capability modules. Comparable experience will be accepted as alternative to ITIL</p>

ID Number	Topic	Requirement
		training.
6.5.	Key Personnel Staffing Qualifications	The Security Compliance Officer shall have demonstrated leadership experience in working within a HIPAA-compliant environment. In addition, individual must meet all requirements to be qualified for the CISSP certification, or minimally, be in the process of attaining that certification within nine (9) months.
6.6.	Key Personnel Staffing Qualifications	The Integration/Solution Liaison must have a minimum of two years experience working with the HIE Contractor's solution. Specifically, the experience must include demonstrated success in leading integration of the HIE solution to EHR or related HIT solutions as well as providing sales support or training in which the solution interfaces are explained to prospective users. In addition, individual must be willing and able to spend approximately 75% of his or her time in the State of Nevada, primarily in the Carson City/Reno and Las Vegas locations, during the first year of the Contract.
6.7.	General Staffing Qualifications	Staff involved with the delivery and hosting of the NV-HIE shall have at least ITIL v3 foundations certified-copies of ITIL v3 certificates and must provide NV-HIE with certificates within six months of an employee's hire date.
6.6.	Staffing Growth	The Contractor shall provide a Staffing Plan on an annual basis that includes its approach for maintaining appropriate staffing levels throughout the term of the Contract and adjusting its resources as necessary to maintain the required level of service. The Staffing Plan should provide assumptions regarding types of Qualified Participants and numbers of each type.
6.7.	General Staffing Qualifications	The Contractor shall provide staff with experience in working with the HIE solution for training and customer support purposes.
6.8.	General Staffing Qualifications	The Contractor shall serve as the prime contractor and manage all subcontractors and be accountable for their actions, inactions, and performance.

SECTION 7.0 REQUIREMENTS OVERVIEW

7.1. OVERVIEW

- 7.1.1. The scope of Work includes the eight contract elements described in Section 2.2, with additional details and requirements for each element in Sections 8.0 – 15.0. Each element includes:
- 7.1.1.1. **Priority Requirements:** Priority Requirements include the high-priority requirements for the Contract element. Priority Requirements are considered “must-haves” and will be strongly considered in the final selection process.
- 7.1.1.2. **Supporting Requirements:** Supporting Requirements include additional detailed requirements for each priority requirement, supporting the overall expectations for the Contract element. These supporting requirements are considered instrumental to the scope of Work and will be addressed as part of the evaluation and final Contract.
- 7.1.1.3. **Desired Requirements:** Include requirements that are considered “nice-to-haves” for future NV-HIE capabilities and services. The Contractor’s ability to meet desired requirements will be considered in the final selection process.
- 7.1.2. To align with Federal reporting and auditing requirements, the scope of Work will be comprised of a series of Work Orders that will initiate Contract work and manage Contractor payments. The Contractor is expected to provide NV-HIE with an initial Work Order that includes the Core HIE Solution and initiate work on the Contract. NV-HIE will work with the Contractor in the contracting period to define the necessary Work Orders for each additional contract element.
- 7.1.3. NV-HIE will work with the Contractor to document an agreed upon approach for Change Management Process during the Contract negotiation period to address any requested changes to requirements or scope.

SECTION 8.0 CONTRACT ELEMENT: CORE HIE SOLUTION

8.1. OVERVIEW

- 8.1.1. The selected HIE Contractor will implement and host a Core HIE Solution comprised of a set of HIE components that support connectivity and data transport exchange between multiple entities and systems in the state and support Direct Secure Messaging, when appropriate. The goal of the Core HIE Solution is to provide a flexible infrastructure and serve as the gateway through which Qualified Participants securely access and exchange health information. NV-HIE requires that a low risk and “turn-key” approach be utilized wherever possible, which includes the use of software package-based components that are currently operational.

8.2. PRIORITY REQUIREMENTS

- 8.2.1. The planned design, development, and implementation of the HIE shall be based on an architecture that is open and utilizes a Service Oriented Architecture (SOA) framework that is aligned with industry standards as well as the State’s Medicaid Information Technology Architecture (MITA) framework.
- 8.2.2. The Core HIE Solution shall contain Provider Directory services that enable master data management of facility information where care is being delivered to one or more patients.
- 8.2.3. The Core HIE Solution shall contain a Master Patient Index that supports patient identity and merge/split of patient records.
- 8.2.4. The Core HIE Solution shall provide centralized Consent Management Services that enable consumers and patients to register their choices regarding what health information they are willing to permit various care providers to access and to make these consumer selections available to Qualified Participants and inter- and intra-state HIEs electronically via a set of policies using standard vocabularies. This requirement is based on the IHE profile Basic Patient Privacy Consent (BPPC).
- 8.2.5. The Core HIE Solution shall provide Record Locator Services that enable search for retrieval of federated patient data.
- 8.2.6. The Core HIE Solution shall provide messaging and Interoperability Services that enable reliable and secure flow of information via standard messages that are implemented utilizing open interoperability standards and follow interoperability profiles defined by IHE (Integrating the Healthcare Enterprise).
- 8.2.7. The Core HIE Solution shall provide Clinical Portal Services that enable authorized providers to view patient data via a user interface that facilitate quick and easy understanding of a patient’s health status and history while enabling easy access to detailed care information.
- 8.2.8. The Core HIE Solution shall provide Federal Partner Gateway Services that are certified and meet agreed integration standards for the sharing of patient information between

HIEs operating in Nevada and the Federal Partners. These gateway services shall utilize eHealth Exchange services and protocols.

- 8.2.9. The Core HIE Solution shall provide State Agency Gateway Services (e.g., Medicaid, Aging, Child Services, etc.) that are certified and meet agreed integration standards for the sharing of patient information between HIEs operating in Nevada and the various health registries and health programs.
- 8.2.10. The Core HIE Solution shall provide a Terminology Engine that normalizes the incoming medical coding and terminology into consistent forms enabling semantic interoperability (i.e., consistent meaning of health information regardless of its source).
- 8.2.11. The HIE Contractor shall implement and maintain Direct Secure Messaging service to be operated as the NV DIRECT service that will provide a transport mechanism to securely send and receive email-like messages among other enroll Direct Secure Message users. This includes establishing and maintaining trusted services with other Health Information Service Providers (HISPs) thereby enabling Directed Exchange beyond those enrolled in NV DIRECT.
- 8.2.12. The Core Solution shall contain a messaging system to work with Identity Management and Authentication Services to implement authentication policies.
- 8.2.13. The Core Solution shall provide the capability to utilize eHealth Exchange as a primary mechanism to send and receive health information with Qualified Participants and Federal Health Partners.

8.3. SUPPORTING REQUIREMENTS

- 8.3.1. The supporting requirements, including priority requirements, for the Core HIE solution are contained in Appendix A.

8.4. DESIRED REQUIREMENTS

- 8.4.1.1. NV-HIE may require future Clinical Data Repository Services (CDR) that will enable the storing of patient health information to the extent it is agreed by patients and aligned with State and Federal laws, regulations, and policies. Any CDR functionality required to support Master Patient Index requirements shall be considered part of the contract requirements, and will be dependent on the Contractor's proposed Core HIE Solution.
- 8.4.1.2. NV-HIE may require a Patient Portal that will show patient information to authorized individuals and includes a personal health record (PHR) via a user interface that facilitates quick and easy understanding of a patient's health status and history while enabling easy access to detailed care information.
- 8.4.1.3. The solution may provide an EHR for provider practices.
- 8.4.1.4. The solution may provide business intelligence and analytics to support decision-making.

SECTION 9.0 CONTRACT ELEMENT: SYSTEM IMPLEMENTATION AND CONFIGURATION SERVICES

9.1. OVERVIEW

- 9.1.1. The HIE Contractor shall provide system implementation and configuration services which include:
 - 9.1.1.1. Training & Clinical Implementation Services: Includes training of Qualified Participant end users, designated NV-HIE administrators, and support staff to ensure successful adoption of HIE services. NV-HIE anticipates transition training and clinical implementation services to internal NV-HIE staff in the future, but will require initial support and services from the Contractor for the first several integrations. The training and clinical implementation approach will be tiered, with the most intensive training and implementation assistance services in the first year of the Contract.
 - 9.1.1.2. Solution Delivery: Implementation and configuration efforts shall include requirements definition, design, installation, configuration, development, validation, unit testing, integration testing, and user acceptance testing;
 - 9.1.1.3. Project Management: Project management efforts including initiating, planning, monitoring, controlling, and reporting of system implementation projects;
 - 9.1.1.4. Integration and System testing: Execution and management of the necessary integration and system testing to ensure viability of implemented HIE Core Solution, configuration, and integration services.
 - 9.1.1.5. User Acceptance Testing Support: The Contractor will provide support in defining the process with NV-HIE and providing the tools necessary for NV-HIE to create, store, maintain, and manage the test data necessary to validate the quality and performance of all elements of the system and services.
- 9.1.2. NV-HIE will contract for these services using a master services Contract with overall terms and conditions and general service definitions. NV-HIE will use Work Orders to contract for specific projects in which the HIE Contractor will perform the services described in this section of the RFP.

9.2. HIGH-LEVEL REQUIREMENTS

- 9.2.1. The Contractor shall conduct implementation, configuration, and testing of the solution for the NV-HIE solution.
- 9.2.2. To the extent the HIE Contractor utilizes system components from other contractors, the HIE Contractor shall perform all necessary system requirements analysis, design, integration, and implementation services to successfully integrate other contractor solutions into the NV-HIE platform.
- 9.2.3. As part of Qualified Participant training, the Contractor shall conduct a workflow analysis and develop clinical workflow recommendations to the Qualified Participants to maximize use of HIE data and services with end users. The HIE Contractor will be required to implement a training plan that covers education requirements such as user

- acceptance training, end-user training, ongoing technical assistance training, workflow re-design, interface development, configuration and production of reports, and troubleshooting. In addition to training end users, the Contractor shall provide training manuals and other types of materials that can be leveraged by NV-HIE users.
- 9.2.4. The HIE Contractor shall perform system delivery services in accordance with or alignment with industry standards, NV-HIE requirements, and Federal mandates.
 - 9.2.5. The HIE Contractor shall monitor and report project progress to NV-HIE.
 - 9.2.6. Project management standards (e.g., status, risk management, issue management) shall be in accordance with the Project Management Body of Knowledge (PMBOK) or other similar project management methodology.
 - 9.2.7. The HIE Contractor shall prepare the following project management Deliverables and all associated interim work products which will be delivered to NV-HIE according to the due dates defined in the overall project plan:
 - 9.2.7.1. Work Breakdown Structure (WBS)
 - 9.2.7.2. Project Monitoring and Control approach
 - 9.2.7.3. Project Governance Structure and Responsibility Matrix
 - 9.2.7.4. Change Management Plan Template
 - 9.2.7.5. Change Request Form
 - 9.2.7.6. Risk Management Plan Template
 - 9.2.7.7. Risk Log
 - 9.2.7.8. Issue Management Approach
 - 9.2.7.9. Communication Management Approach
 - 9.2.7.10. Approach to Capturing and Documenting Solution Requirements

9.3. SUPPORTING REQUIREMENTS

- 9.3.1. The supporting requirements, including priority requirements, for System Implementation and Configuration are contained in Appendix B.

SECTION 10.0 CONTRACT ELEMENT: SECURITY REQUIREMENTS

10.1. OVERVIEW

10.1.1. The exchange of protected health information (PHI) requires extremely secure input, storage, and transmission. The HIE Contractor must take the utmost care to ensure that the HIE solution is secure and complies with Federal, state, and industry best security regulations. The NV-HIE has outlined security services requirements for the HIE Contractor in order to best protect the information of individuals and ensure the reputation of the HIE.

10.2. PRIORITY REQUIREMENTS

10.2.1. The Contractor shall adhere to State regulations regarding privacy and security.

10.2.2. The HIE Contractor shall implement and maintain compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or “HITECH”), and the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Privacy of Individually Identifiable Health Information, Notification in the Case of Breach of Unsecured Protected Health Information, and the Security Standards for the Protection of Individually Identifiable Health Information, and are currently located at 45 C.F.R. Parts 160 and 164, Subparts A, C, D, and E. Collectively, these laws and implementing regulations are referred to as the HIPAA Privacy and Security Rules and shall include any new Federal privacy laws, regulations and rules such as the recent HIPAA Omnibus Rule .

10.2.3. The Contractor shall provide a user identification management solution to provide authentication and authorization of all access for authorized users to HIE provided services and applications.

10.2.4. The HIE Contractor shall ensure that all health information in transit and at rest is unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified by the Secretary of the Federal Department of Health and Human Services in the guidance issued under section 13402 (h)(2) of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), or any update to that guidance.

10.2.5. The HIE Contractor shall ensure protections against unauthorized third parties accessing user information or monitoring use of services are in place at all times, including security measures to protect against unauthorized access, such as:

10.2.6. Protecting data in transit through the use of network encryption via SSL/TLS.

10.2.7. Protecting data at rest through use of recommended encryption technologies and algorithms.

10.2.8. Providing the capability to restrict access to system components and functions to specific users or groups of users, at both an individual and organizational level.

- 10.2.9. The HIE Contractor shall provide the following transaction logging abilities:
- 10.2.9.1. Ability to document and implement all logging required by Federal and state laws and regulations.
 - 10.2.9.2. Ability to configure levels of logging (production, testing, debugging).
 - 10.2.9.3. Ability to configure and aggregate logging outputs for monitoring and search.
 - 10.2.9.4. Ability to integrate logging and reporting with third-party tools to manage the multiple logs and search within logs.
 - 10.2.9.5. Ability to develop system transaction profiles and detect for deviations from standards profiles to monitor appropriate use of the system.
 - 10.2.9.6. Ability to support logging configuration on disparate transactions and system events as requirements from laws or other business processes that may require different audit requirements.
 - 10.2.10. The HIE Contractor shall issue an annual report regarding the NV-HIE system security audits and compliance activities in a format reasonably requested by NV-HIE.

10.3. SUPPORTING REQUIREMENTS

- 10.3.1. The supporting requirements, including priority requirements, for Security are contained in Appendix C.

SECTION 11.0 CONTRACT ELEMENT: HOSTING SERVICES

11.1. OVERVIEW

11.1.1. The HIE Contractor will host, operate, maintain, and support the NV-HIE solution on behalf of NV-HIE. In addition, the HIE Contractor will establish and maintain a disaster recovery approach suitable to enable business continuity in the event of a disaster that impacts the operational environments.

11.2. HIGH-LEVEL REQUIREMENTS

11.2.1. The HIE Contractor shall perform routine maintenance during the maintenance period defined in the SLA agreed upon by NV-HIE. Routine maintenance shall include, but is not limited to, server upgrades/patching, software upgrades/patching and hardware maintenance. In order to maintain system availability, the HIE Contractor is expected to have the capability to rollover to a backup site, in a transparent manner to users, during maintenance periods.

11.2.2. The HIE Contractor shall provide the following minimum environments:

11.2.2.1. Development

11.2.2.2. Testing

11.2.2.3. Training/Demonstration

11.2.2.4. Pre-Production/Certification

11.2.2.5. Production

11.2.2.6. Disaster Recovery & Business Continuity

11.2.2.7. "Sandbox"

11.2.3. The HIE Contractor shall provide and maintain a Business Continuity Plan (BCP) that includes a Disaster Recovery Plan and provide evidence of an annual disaster recovery test by an independent entity by October 15th of each year..

11.2.4. The HIE Contractor shall provide a hosted capability that facilitates system recovery and continuity of NV-HIE services in the situation where the primary hosted environment is negatively impacted by a disaster rendering the NV-HIE hosted environments to be inoperable.

11.2.5. Prior to completion or termination of the Contract and on a schedule determined by NV-HIE, the HIE Contractor must take all necessary measures to assure that all Nevada HIE data maintained in the hosted environment has been migrated exclusively to NV-HIE or its designee. The HIE Contractor shall provide technical assistance transferring the HIE data to a new or replacement system.

11.2.6. NV-HIE will contract for these services using a master services Contract with overall terms and conditions and general service definitions. NV-HIE will use Work Orders to contract for monthly services which the HIE Contractor will perform the hosting services described in this section of the RFP.

11.3. SUPPORTING REQUIREMENTS

- 11.3.1. The supporting requirements, including priority requirements, for Hosting Services are contained in Appendix D.

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SECTION 12.0 CONTRACT ELEMENT: HIE INTEGRATION SERVICES

12.1. OVERVIEW

- 12.1.1. Following the successful implementation of the Core HIE Solution for the NV-HIE solution, the HIE Contractor shall work with NV-HIE to integrate Qualified Participants with the HIE System. Integration efforts will utilize interoperability standards (e.g., HL7, ICD-9/10, LOINC, XDM, XDR, S/MIME, SMTP, etc.) and follow interoperability profiles defined by IHE. The process for developing HIE interfaces must be transparent to the NV-HIE organization so NV-HIE staff can participate and learn the process.
- 12.1.2. It is NV-HIE's intent to become self-sufficient in its ability to perform future HIE Integration Services. The HIE Contractor will partner with NV-HIE to transition integration services in the future and support NV-HIE's efforts to self-sufficiency in a tiered-approach (e.g., visibility to the process, documentation of the process, access to education associated with integration tools and applications, etc.).

12.2. PRIORITY REQUIREMENTS

- 12.2.1. The HIE Contractor shall work with NV-HIE to integrate Qualified Participants with the HIE System.
- 12.2.2. The Contractor shall be able to directly interface with various types of certified EHR and PHR products. EHR software may include those used by hospitals and medical practices. Interfaces may be through each user group or via a national interface for all users of that particular software.
- 12.2.3. The Contractor shall transition integration services in the future to NV-HIE, supporting NV-HIE's efforts to self-sufficiency in a tiered-approach (e.g., visibility to the process, documentation of the process, access to education associated with integration tools and applications, etc.).
- 12.2.4. NV-HIE will contract for these services using a master services Contract with overall terms and conditions and general service definitions. NV-HIE will use Work Orders to contract for Qualified Participant integration in which the HIE Contractor will perform the integration services described in this section of the RFP.

12.3. SUPPORTING REQUIREMENTS

- 12.3.1. The supporting requirements, including priority requirements, for HIE Integration Services are contained in Appendix E.

SECTION 13.0 CONTRACT ELEMENT: ADMINISTRATIVE REPORTING, OPERATIONS AND MAINTENANCE SUPPORT SERVICES

13.1. OVERVIEW

- 13.1.1. Following the implementation of the Core Solution and the integration of at least three (3) Qualified Participants, the HIE Contractor will deliver the administrative reporting and operations and maintenance support services necessary to deliver reliable HIE services. The required support services are as follows:
- 13.1.1.1. Administrative Reporting
 - 13.1.1.2. Help Desk & Technical Customer Support
 - 13.1.1.3. System Maintenance Support
 - 13.1.1.4. Operational Metrics Monitoring & Reporting
 - 13.1.1.5. Ongoing NV-HIE Staffing Support
- 13.1.2. As mentioned in Section 3.2, NV-HIE envisions a tiered approach to the help desk, with the goal of transitioning tier one support, basic support, for help desk to NV-HIE staff within 6 months of Contract execution. The Contractor shall provide support for all tiers until the transition is complete with the most intensive support in the first year of the Contract. The Contractor will work with NV-HIE to define this timeline.

13.2. PRIORITY REQUIREMENTS

- 13.2.1. The HIE Contractor shall document and implement a System Performance Plan, including performance metrics (both functional and infrastructure related metrics), levels, and maintenance activities.
- 13.2.2. The HIE Contractor shall provide specific types of HIE reporting capabilities they have available to enable NV-HIE to monitor the performance and usage of the solution allowing NV-HIE to report statistics to state and Federal authorities as may be required, including monthly, quarterly, and annual operations summaries.
- 13.2.3. The HIE Contractor shall manage the shared services and provide help desk and technical diagnostic services 24x7x365. Such services should have a defined escalation path, response times, ticketing system with tracking, and management reporting back to the NV-HIE.
- 13.2.4. The HIE Contractor shall provide training to HIE Qualified Participants, NV-HIE staff, and NV-HIE-designated contractors in accordance with a NV-HIE-approved Training Plan.

13.3. SUPPORTING REQUIREMENTS

- 13.3.1. The supporting requirements, including priority requirements, for Administrative, Reporting, Operations, and Maintenance Support are contained in Appendix F.

SECTION 14.0 CONTRACT ELEMENT: BUSINESS DEVELOPMENT SUPPORT

14.1. OVERVIEW

- 14.1.1. NV-HIE is also looking for the awarded HIE Contractor to be an innovative partner in conducting outreach and other business development efforts to increase connectivity to the solution among qualified healthcare participants. NV-HIE seeks creative support from HIE Contractors to assist NV-HIE to rapidly capture a strong customer base by early 2014.
- 14.1.2. As stated in Section 3.2.1.14, NV-HIE plans on hiring additional business support staff that will be responsible for sales, business development and customer management. The Contractor shall partner with NV-HIE in the early stages of the Contract and provide sales assistance and tools (demonstration environment, materials) to support business development and growth.

14.2. PRIORITY REQUIREMENTS

- 14.2.1. Provide a NV-HIE Demonstration Environment. The Demonstration Environment shall be made available to demonstrate HIE capabilities to prospective participants at least until NV-HIE has a demonstration platform.
- 14.2.2. Until NV-HIE staff are trained and proficient in the demonstration of the HIE capabilities, provide demonstration support during planned meetings, conferences, and other demonstration settings. Support will be by phone unless otherwise agreed to by NV-HIE and the Contractor. NV-HIE will provide requests for Contractor support two-weeks prior to the engagement. While shorter notices may be requested, NV-HIE acknowledges that the HIE Contractor may not be able to support such a request.

14.3. SUPPORTING REQUIREMENTS

- 14.3.1. The supporting requirements, including priority requirements, for Business Development are contained in Appendix G.

SECTION 15.0 CONTRACT ELEMENT: OUTREACH SERVICES AND PROMOTIONAL MATERIALS

15.1. OVERVIEW

- 15.1.1. The HIE Contractor will support NV-HIE's communication and outreach efforts focused on rapid enrollment and adoption of NV-HIE services. The expected support includes: developing outreach and promotional materials insight, providing advice on what has worked for other statewide HIE and providing content regarding HIE success stories.
- 15.1.2. As stated in Section 3.2.1.14, NV-HIE plans on hiring additional business support and outreach staff that will be responsible for sales, business development, outreach and customer management. The Contractor shall partner with NV-HIE in the early stages of the Contract and provide outreach assistance and tools (demonstration environment, materials) to support business development and growth.

15.2. PRIORITY REQUIREMENTS

- 15.2.1. The HIE Contractor shall support NV-HIE's communication and outreach efforts.

15.3. SUPPORTING REQUIREMENTS

- 15.3.1. The supporting requirements, including priority requirements, for Outreach Services and Promotional Materials are contained in Appendix H.

SECTION 16.0 PROJECT PHASES

- 16.1.1. NV-HIE envisions the following project phases throughout the course of the Contract. NV-HIE will work with the selected Contractor to refine the implementation strategy based on the Contractor's solution. The project phases are described below.
- 16.1.1.1. Implementation/Configuration Phase: The Contractor shall manage the implementation/configuration planning effort on behalf of NV-HIE. Implementation planning shall begin at the start of the Contract. The Contractor shall plan and facilitate discussions among stakeholders in order to plan for initial rollout.
- 16.1.1.2. Integration Phase: The Contractor shall manage and implement interfaces to Qualified Participants on a Work Order basis. It is anticipated that these Work Orders will be defined and be performed in parallel with other project phases, as applicable. For example, integrations will occur during the Operations and Maintenance phase. It is during this Integration Phase that the Contractor will provide Business Development support in discussions with prospective Qualified Participants.
- 16.1.1.3. Operations and Maintenance Phase: The Operations and Maintenance Phase shall begin when NV-HIE accepts the HIE as operational based on predefined acceptance criteria. The Contractor shall conduct all activities applicable to the Operations and Maintenance Phase for the minimum base Contract, including the day-to-day operations and maintenance of the HIE, resolution of customer issues, and project management and reporting.
- 16.1.1.4. Future Turnover Phase - The Contractor may be required to transition operations of the HIE, at no additional cost to NV-HIE or a new contractor, at the end of the term of the Contract. The primary activities in this Project Phase are focused on transition planning to ensure operational readiness for NV-HIE and/or new contractor. This includes both a knowledge transfer period, and actual HIE turnover to NV-HIE and/or new contractor. NV-HIE shall sign-off on each defined milestone to ensure that all Deliverables and exit criteria are fully executed based on agreed upon Contract terms. NV-HIE will act as the Contractor's liaison to ensure participation from all parties during the Turnover Phase.

SECTION 17.0 SERVICE LEVEL AGREEMENT

17.1. OVERVIEW

17.1.1. NV-HIE expects the Offeror to collaborate on a Service Level Agreement (SLA) as part of the Contract execution process. The Offeror shall provide a sample SLA with its proposal submission as addressed in the Proposal Response Requirements in Section 18.0. This expectation is reasonable, within normally acceptable business practices, and in the best interests of NV-HIE and healthcare consumers.

17.2. SLA COMPONENTS

17.2.1. SLA areas include the following:

17.2.1.1. Availability (service availability and downtime per year)

17.2.1.2. System Monitoring and Management

17.2.1.3. Reliability and Performance (response time to key transactions)

17.2.1.4. Scalability or expandability

17.2.1.5. Problem Management

17.2.1.6. Production Support

17.2.1.7. Business Continuity

17.2.1.8. Recovery Time Objective

17.2.1.9. Recovery Point Objective

17.2.2. As part of the SLA, the Contractor shall also address the following:

17.2.2.1. Actions and Escalation: How missed SLAs will be addressed, what the criteria will be for escalation, and the processes related to escalation and resulting outcomes

17.2.2.2. Identification of Points of Contact and Escalation

17.2.2.3. Incentives and Penalties for Achieving SLA Targets

17.2.2.4. Please include a sub-section to provide definition of terms related to SLAs.

17.2.2.5. Hosting Services SLA – Tiered Levels of Performance: Please respond to all questions and add rows if you offer more options for SLA levels of performance; we would like to understand options from planned downtime to no downtime, multiple hot sites, etc.. Response should include proposed metrics and target performance levels for evaluating realization of SLAs.

17.2.2.6. Ability to perform routine maintenance during the planned weekly maintenance period. Routine maintenance shall include, but is not limited to, server upgrades/patching, software upgrades/patching and hardware maintenance. In order to maintain system availability, the Solution Provider is expected to have the capability to rollover to a backup site during maintenance periods.

- 17.2.2.7. Ability to perform non-routine maintenance at a mutually agreeable time with two (2) weeks advance notice to the NV-HIE.
- 17.2.2.8. Ability to handle emergency maintenance situations that may be required to bring down the system by giving, when possible, advance notice, before the system goes down for maintenance, to the NV-HIE and its users. It is expected that the Solution Provider will have the ability to rollover to a backup site during any such emergency maintenance.
- 17.2.2.9. Ability to maintain reliable business operations without interruption or delay – 24 x 7
- 17.2.2.10. Performance of regular backup of critical files.
- 17.2.2.11. Ability to utilize alternative remote backup sites that is geographically separate and distinct from primary hosting facility.
- 17.2.3. NV-HIE will monitor the agreed upon Contract SLA on a regular basis. NV-HIE anticipates regular reporting will address these requirements. Monitoring will be based upon the requirements and performance measures as defined in the SLA and contract.

SECTION 18.0 PROPOSAL RESPONSE

18.1. GENERAL PROPOSAL REQUIREMENTS

- 18.1.1. Offer Deadline and Submission requirements.
 - 18.1.1.1. Offerors invited to submit Technical and Cost Proposals shall adhere to the requirements outlined in this RFP, specifically this Section. Offers must be received by NV-HIE on or before 5:00 p.m. (PDT) on July 31, 2013. NV-HIE reserves the right to reject any late proposal. Additional solicitation information, timelines, and proposal submission requirements are available in Section 5.0 – General Procurement Information and other supporting sections. To be considered responsive, an Offeror shall comply with all of the proposal submission requirements and timelines contained in this RFP.
- 18.1.2. Proposal Format and Contents.
 - 18.1.2.1. Offerors shall submit electronic version of their proposals. Technical and Cost Proposal documents shall be provided in portable document format (PDF) and Microsoft Word and/or Excel. Proposals shall be sent to email address listed in Section 18.1.2.2 below. Cost Proposals in Word and PDF versions should be provided in separate files from the Technical Proposals and clearly marked in the Word and PDF Titles. Cost and Technical Proposals shall be sent to NV-HIE through the following email address:
 - 18.1.2.2. NV-HIE@pubknow.com.
 - 18.1.2.3. The Title Page of the Proposal should address Technical or Cost Proposal, “RFP #” and must include the name and address of the Offeror submitting the Proposal.
 - 18.1.2.4. The proposal must be complete and comprehensive. The Offeror must provide the all required Technical and Cost proposal Sections and associated information in its proposal in order to be considered acceptable and responsive. All content submitted as part of the Contractor’s proposal response will become part of the final Contract.
 - 18.1.2.5. Pages should be numbered clearly and consecutively to reflect the total number of pages in the proposal.

18.2. MANDATORY MINIMUM REQUIREMENTS

- 18.2.1.1. The Offeror submitted a Technical Proposal with the required sections in RFP Section 18.3.
- 18.2.1.2. The Offeror submitted a Cost Proposal adhering to the requirements outlined in RFP Sections 18.4.
- 18.2.1.3. The Offeror shall demonstrate at least three (3) years of experience operating a HIE that has successfully exchanged clinical data among healthcare providers.
- 18.2.1.4. The Offeror provided a response to the requirements tables in Appendices A-H.

18.3. TECHNICAL PROPOSAL REQUIREMENTS

- 18.3.1. Section 18.4 through 18.11 of the RFP highlights the required Technical Proposal sections. This proposal submission process and evaluation are designed to select a

highly qualified HIE Contractor who will be responsible for providing a HIE solution and services. As part of that process, the Contractor shall share its perspective and experience in exploring the options and possibilities of HIE technology and helping NV-HIE implement HIE according to its vision. The information and direction provided in this RFP represents NV-HIE's current vision and strategies based on the current healthcare IT environment in Nevada and other states.

18.4. TITLE PAGE

- 18.4.1. The title page must specify:
 - 18.4.1.1. Technical or Cost Proposal.
 - 18.4.1.2. RFP #, HIE and Associated Services.
 - 18.4.1.3. Name and address of the Offeror.

18.5. TRANSMITTAL LETTER (NO PAGE MAXIMUM)

- 18.5.1. A Transmittal Letter written and signed by an official authorized to legally bind the Offeror is to be included in the proposal. The Transmittal Letter must include, at a minimum, the following:
 - 18.5.2. The name and contact information for the Offeror's point of contact.
 - 18.5.3. The Offeror's Federal tax identification number.
 - 18.5.4. A statement that the person signing this proposal is authorized to make decisions as to the products/services proposed and prices quoted in the proposal.
 - 18.5.5. A statement of the Offeror's willingness to enter into an agreement with the NV-HIE.
 - 18.5.6. Any exceptions to RFP Terms and Conditions.
 - 18.5.7. The Offeror's assurance that the Proposal will be valid and effective for at least two hundred seventy (270) days from the Proposal due date specified in the RFP schedule.
 - 18.5.8. A statement certifying that all pricing information presented as part of the Proposal is in U.S. dollars and that all required cost information is enclosed.
 - 18.5.9. If the use of Subcontractor(s) is proposed, a statement within the prime Offeror's transmittal letter specifying the scope and anticipated percentage of work to be performed by each Subcontractor (measured as a percentage of the total agreement price), identification of each Subcontractor by name, address, and telephone number, and a statement that the prime Offeror will take accountability for and guarantee performance of Subcontractor(s).
 - 18.5.10. Provide a current Financial Statement.
 - 18.5.11. Provide information regarding current litigation issues and litigation in last five (5) years.
 - 18.5.12. Provide information regarding bankruptcies filed.

18.6. TABLE OF CONTENTS

- 18.6.1. Each proposal must be submitted with a Table of Contents that clearly identifies and denotes the location of each subsection of the Proposal. Additionally, the table of

contents should clearly identify and denote the location of all enclosures and attachments to the proposal.

18.7. EXECUTIVE SUMMARY (3 PAGES MAXIMUM)

- 18.7.1. The executive summary must be limited to no more than three (3) pages. The executive summary must not reference any information from the Cost Proposal.
- 18.7.2. Provide a concise summarization of the services being offered to meet the requirements of this solicitation and summary of the proposal.
- 18.7.3. Describe how the Offeror's proposal will achieve the goals and objectives of the RFP outlined in Section 2.0 of the RFP.
- 18.7.4. Describe the Offeror's approach to providing the Contract elements described in the RFP.
- 18.7.5. Demonstrate as to why the Offeror is best qualified to perform the requirements of the RFP.
- 18.7.6. An overview and brief history of the organization, and a description of what uniquely qualifies the organization for this project.
- 18.7.7. Include a description of Offeror's affiliation with other organizations including parent companies, ownerships, and subsidiaries.

18.8. QUALIFICATIONS OF FIRM

- 18.8.1. The Offeror shall concisely and succinctly describe the organization's experience with implementation of HIE solutions.
- 18.8.2. The Offeror shall describe the numbers and types of HIEs and other similar systems it has implemented and configured, especially state-level or statewide HIEs.
- 18.8.3. The Offerors shall provide any descriptions that uniquely qualify the firm to provide the solution and services.
- 18.8.4. The Offeror shall describe the years of experience the organization has implementing and configuring HIEs.
- 18.8.5. The Offeror shall describe its experience with hosting a service-based approach for HIEs or other similar systems.

18.9. APPROACH TO SCOPE OF WORK (120 PAGES MAXIMUM – NOT INCLUDING REQUIREMENTS TABLES)

- 18.9.1. **General Approach.**
 - 18.9.1.1. Describe how the Offeror will partner with NV-HIE to meet the strategic goals described in this RFP.
 - 18.9.1.2. The Offeror shall describe how the core HIE solution and services that will meet the requirements of Nevada's Federally-approved State HIT Strategic and Operational Plan and how the Offeror's solution is agile to meet new and evolving regulations and initiatives.

- 18.9.1.3. The Offeror shall concisely describe system solution capabilities and/or Contractor services that differentiate it in the market and will better enable NV-HIE to realize business sustainability.
- 18.9.1.4. The Contractor shall describe its approach to delivering the Contract Deliverables defined in this RFP and Appendix N.
- 18.9.1.5. The Offeror shall submit as part of its proposal, completed Requirements tables provided in Appendices A-H. The page limit for this section does not include the requirements tables. For each requirement, the Offeror shall provide the following response to requirements:
- 18.9.1.5.1. Fully Meets Requirement with current product/service: By indicating “Yes” in this column, the Offeror acknowledges that its current product/service meets a given requirement without additional customization or configuration. The Offeror shall include a reference to the project site(s) where this requirement is currently being met within the “comments” field.
- 18.9.1.5.2. Meets Requirements with Configuration or Customization: By indicating “Yes with Configuration or Customization” in this column, the Offeror acknowledges that its current product/services meets the given requirement with customization or configuration.
- 18.9.1.5.3. Will meet in future version: By indicating a “release date” in this column, the Offeror acknowledges that its current product/service does not meet a given requirement and that this requirement is to be met in a pending and scheduled release. Do not use this column if the requirement will be met in some unspecified future release (use “Not currently in product roadmap, but can and will commit to build”) as described below.
- 18.9.1.5.4. Not currently in product roadmap, but can and will commit to build: By indicating “Yes” in this column, the Offeror acknowledges that its current product/service does not meet a given requirement and that the Offeror will commit to meet this requirement should you be engaged as NV-HIE’s technology partner.
- 18.9.1.5.5. Cannot commit at this time: By indicating “Yes” in this category, the Offeror acknowledges that its current product/service does not meet a given requirement and that the Offeror will not commit to meet this requirement should it be engaged as the NV-HIE technology partner.
- 18.9.2. **Approach to the Core HIE Solution (Contract Element).**
- 18.9.2.1. Describe the HIE architectural framework and approach for the key components of the HIE solution and the system’s approach to delivering the key components described in Section 8.
- 18.9.2.2. Describe how messaging services, transaction standards, consent management, and policy vocabularies will be utilized in the proposed solution and how it will be configured and implemented to support the Use Cases provided in Appendix L. As part of the Technical Proposal, the Offeror shall complete Appendix L, providing a brief summary on how the proposed HIE solution meets each use case described in Appendix L. The table in Appendix L will not count against the Proposal page limits.

- 18.9.2.3. Describe how the design, development, and implementation of the NV-HIE will be based on an architecture that is open and utilizes a Service Oriented Architecture (SOA) framework.
- 18.9.2.4. Describe how the proposed solution promotes integration, interoperability, ease of enhancement, and sustainability of the HIE solution. The description shall include how the HIE solution will integrate with intrastate HIEs, as well as facilitate interstate connections with other states.
- 18.9.2.5. Provide a description as to how the solution supports Meaningful Use and how it will support future stages of Meaningful Use.
- 18.9.3. **Approach to System Implementation and Configuration Services (Contract Element).**
- 18.9.3.1. The Offeror shall provide a Project Plan based on the timelines included in the RFP as well as additional tasks, milestones, and deliverables based on the Offeror's HIE solution and services.
- 18.9.3.2. Provide the Offeror's approach to configuring the solution to meet requirements, including new rules and regulations, as they emerge.
- 18.9.3.3. Provide the Offeror's approach for developing a training plan and conducting training that covers education requirements such as user acceptance training, end-user training, ongoing technical assistance training, workflow re-design, interface development, configuration and production of reports, and troubleshooting. Provide the Offeror's approach to transitioning training to NV-HIE over the duration of the Contract.
- 18.9.3.4. Describe the Offeror's approach to project management and how it will partner with NV-HIE to ensure a successful implementation of the NV-HIE.
- 18.9.3.5. Describe the Offeror's project management processes, including project monitoring, project reporting, risk and issue management, and estimating scopes of work for Work Orders.
- 18.9.3.6. Provide the Offeror's approach to change management and how it plans to work with NV-HIE to ensure proper communication and sign-off with change orders.
- 18.9.3.7. Provide the Offeror's approach to addressing the completion of deliverables as part of Work Order processes.
- 18.9.4. **Approach to Security (Contract Element).**
- 18.9.4.1. Provide the Offeror's approach to adhering to State regulations regarding privacy and security.
- 18.9.4.2. Provide the Offeror's approach to maintaining compliance with Federal rules and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and the implementing regulations of HIPAA and HITECH.
- 18.9.4.3. The Contractor shall provide a user identification management solution to provide authentication and authorization of all access for authorized users to HIE provided services and applications.

- 18.9.4.4. The HIE Contractor shall ensure that all health information in transit and at rest is unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology.
- 18.9.4.5. The Offeror shall describe mechanisms in place, including monitoring services, to protect against unauthorized third parties from accessing the system.
- 18.9.4.6. The Offeror shall describe the solution's capabilities to restrict access to system components and functions to specific users or groups of users, at both an individual and organizational level.
- 18.9.4.7. The Offeror shall describe its approach to logging and auditing system access by users, including ability to support logging configuration on disparate transactions and system events as requirements from laws or other business processes that may require different audit requirements.
- 18.9.4.8. Describe the Offeror's approach to monitoring and communicating security breaches, and its experience in mitigating and managing security breaches.
- 18.9.5. **Approach to Hosting (Contract Element).**
- 18.9.5.1. Describe how the Offeror will host, operate, maintain, and support the NV-HIE solution on behalf of NV-HIE.
- 18.9.5.2. Describe the Offeror's hosting environment to include location, facility management and security, redundancy, scalability, and ability to meet performance and uptime service level agreements.
- 18.9.5.3. Describe the Offeror's approach to data retention, storage, backup, and business continuity
- 18.9.5.4. Describe the Offeror's approach to meeting environment requirements, including how the Offeror will manage environments and data migration across environments.
- 18.9.6. **Approach to HIE Integration Services (Contract Element).**
- 18.9.6.1. Describe the Offeror's ability to directly interface with types of EHR and PHR products. EHR software may include those used by hospitals and medical practices. Interfaces may be through each user group or via a national interface for all users of that particular software. The Contractor shall provide a list of EHR vendors that the Offeror has successfully interfaced and integrated with its Core Solution. The Offeror shall provide an estimate of the number providers and physicians the Offeror's solution currently connects.
- 18.9.6.2. Describe the Offeror's approach to working with EHR and PHR contractors and facilitating the integration of various products with the proposed HIE solution.
- 18.9.6.3. The Offeror shall describe its suggested approach for transitioning integration services in the future to NV-HIE and supporting NV-HIE's efforts to self-sufficiency in a tiered-approach (e.g., visibility to the process, documentation of the process, access to education associated with integration tools and applications, etc.).
- 18.9.6.4. Describe the Offeror's interface development process and how it will train NV-HIE designated users to configure and develop interfaces in the future.

18.9.7. **Approach to Administrative Reporting and Operations and Maintenance Support Services (Contract Element).**

- 18.9.7.1. Provide the Offeror's approach and timeline to develop Integration Work Orders (a generic approach to be used for all NV-HIE Qualified Participants).
- 18.9.7.2. Describe the Offeror's approach to Operations Management, including release management and Qualified Participant support model.
- 18.9.7.3. Describe the Offeror's approach to reporting, as well as how system reports reflect a flexible and configurable reporting model to adapt to changing reporting needs.
- 18.9.7.4. Provide a description on how the Offeror will conduct regular reporting on adherence to contract requirements, HIE usability and transaction reporting, performance expectations, Grant requirements, and required Contract deliverables.
- 18.9.7.5. The HIE Contractor shall provide specific types of HIE reporting capabilities they have available to enable NV-HIE to monitor the performance and usage of the solution allowing NV-HIE to report statistics to state and Federal authorities as may be required, including monthly, quarterly, and annual operations summaries.
- 18.9.7.6. Describe a three-tiered help desk approach, with the transition to less support through out the Contract based on shared services.
- 18.9.7.7. Describe the Offeror's approach to help desk and technical diagnostic services 24x7x365, including escalation path, response times, ticketing system with tracking, and management reporting back to the NV-HIE.
- 18.9.7.8. Describe how the Offeror will collaborate with NV-HIE to develop a SLA. The Offeror shall provide a sample SLA as part of its proposal, addressing requirements identified in Section 17.0.

18.9.8. **Approach to Business Development Support (Contract Element).**

- 18.9.8.1. The Offeror shall describe how it will partner with NV-HIE to quickly grow use by Qualified Participants and each sustainability.
- 18.9.8.2. Detail the Business Development Support the Offeror is willing and able to provide to NV-HIE, including development of the Demonstration Environment.
- 18.9.8.3. Describe any best practices or lessons learned related to Business Development the Offeror has learned in its experience in HIE.

18.9.9. **Approach to Outreach and Promotional Materials (Contract Element).**

- 18.9.9.1. The Offeror shall describe how it plans to support outreach and marketing, including development of materials. for the integration of Qualified Participants, using a tiered-approach.
- 18.9.9.2. The Offeror shall describe how it plans to support NV-HIE's communication and outreach efforts.

18.9.10. **Approach to Optional Requirements.**

- 18.9.10.1. The Offeror may describe other optional requirements, such as those shown below. Optional requirements will not be evaluated, but may be included by the Contractor as value-add. Optional requirements, include, but are not limited to the following:

- 18.9.10.2. EHR for Physician Practices.
- 18.9.10.3. Analytic Services.
- 18.9.10.4. Clinical Decisions Support Services.
- 18.9.10.5. Patient Portal - The Patient Portal is a desired requirement for the Core HIE Solution providing clinicians a viewer that will show patient information to authorized individuals and includes a personal health record (PHR) via a user interface that facilitates quick and easy understanding of a patient's health status and history while enabling easy access to detailed care information.
- 18.9.10.6. Specialist Portal Services (e.g., emergency services, urgent services, etc.).
- 18.9.10.7. Telehealth/Telemonitoring Support Services (e.g., messaging, portals, storage of clinical data, etc.).

18.10. QUALIFICATIONS OF PROPOSED KEY PERSONNEL AND OTHER STAFF (15 PAGES MAXIMUM, EXCLUDING RESUMES)

- 18.10.1. The Offeror is expected to provide information to indicate that the personnel proposed for this RFP have experience in providing the services requested in this RFP. Specifically, the Offeror is to provide:
 - 18.10.1.1. A description of the required project organization and an organization chart showing all personnel proposed for the engagement, including Subcontractors.
 - 18.10.1.2. The Contractor shall provide its list of Key Personnel, by discipline, addressing the requirements listed in RFP Section 6.0, requirements 6.1. – 6.8.
 - 18.10.1.3. The following information for all Key Personnel assigned to this project as described in RFP Section 6.0, requirement 6.1, including any Subcontractors:
 - 18.10.1.4. Name.
 - 18.10.1.5. Title.
 - 18.10.1.6. Specific work to be performed and/or services to be provided.
 - 18.10.1.7. Description of qualifications, certifications, and relevant experience that makes the proposed individual suitable for their designated roles.
 - 18.10.1.8. Any additional information that indicates the individual's ability to successfully perform the services required in this RFP.
 - 18.10.1.9. Detailed resume for each key personnel.
 - 18.10.1.10. The Offeror shall describe how its general staffing approach will meet the requirements described in RFP Section 6.0.

18.11. CORPORATE REFERENCES (3 PAGES MAXIMUM PER REFERENCE).

- 18.11.1. Offerors will provide three (3) client references that receive similar services as required in this RFP within the past four (4) years. Offerors are encouraged to include clients with a similar scope of services, in size and complexity to the requirements in this RFP, industry, and geographies where they have implemented and managed such a program in

- a comparable computing environment. References must include the following information:
- 18.11.1.1. Customer name.
 - 18.11.1.2. Contact name, title, business address, email address, and phone number.
 - 18.11.1.3. Project start/end dates.
 - 18.11.1.4. Project description.
 - 18.11.1.5. Project cost (implementation services/operational services) and Offeror investment.
 - 18.11.1.6. Outcome of project (i.e., on time, on budget, and met customer needs).
 - 18.11.1.7. Scope of work performed.
 - 18.11.1.8. Software application(s)/specific services performed.
 - 18.11.1.9. Number of total and concurrent users and estimated number of monthly transactions.
 - 18.11.2. The Evaluation Panel may contact references provided by the Offeror during the selection process. The Evaluation Panel will not work through an Offeror's Reference Manager to complete a reference contact. NV-HIE is not responsible for undeliverable emails. If NV-HIE is unable to contact a reference due to incomplete or inaccurate information, Offeror will receive a score of "0" for that reference. The Offeror must include all requested information.

18.12. COST PROPOSAL (FINANCIAL MODEL) REQUIREMENTS

- 18.12.1. The Offeror shall include completed Cost Sheets included in Appendix M for an Offeror's Cost Proposal. Attachments will not count towards the page limit. Pricing Sheets are included in Appendix M, and include:
 - 18.12.1.1. Pricing Schedule A – Total Contract Price: The Offeror shall provide a total Contract Price for the following price components: 1) startup, implementation and system configuration; 2) system integration services; and 3) software as a service. A description of these price components can be found immediately below in sections 18.12.1.1 through 18.12.1.4. The price shall be all-inclusive of all systems, hosting, personnel and other contract requirements. The not-to-exceed budget for the contract is \$2,316,545 for the initial base of contract of 3 years. The Work will be completed using a Work Order Process under a master services Contract. Contract deliverables, as defined in Appendix N, will be included in Word Orders. Work Orders will include project plans and project Deliverables aligned with the Work Order requirements.
 - 18.12.1.2. Pricing Schedule B – Startup, System Implementation, and System Configuration Services (Required): The HIE Contractor will provide all startup services required to configure, test, and implement the Core HIE Solution. NV-HIE is seeking software as a service and a configurable system for the solution. The HIE Contractor is expected to provide training to NV-HIE and Nevada Department of Health and Human Services (DHHS) staff on the Contractor solution, tools, and approaches. Project management for startup, configuration, testing, and implementation will be a Contractor responsibility. Startup costs, implementation, and configuration costs must be incurred prior to October 31, 2013. The not-to-exceed cost for startup, implementation, and

configuration must be proposed as a not-to-exceed cost that will be expended through the Work Order process.

- 18.12.1.3. Pricing Schedule C – System Integration Services: The HIE Contractor shall provide a cost for integrating Qualified Participants with the HIE System. The Contractor shall include assumptions regarding anticipated cost details for various system types, such as large EHR systems, or small provider offices, for integration. The exact number of Qualified Participants is not known, but NV-HIE seeks to integrate any Qualified Participants interested in connecting to the HIE solution. Integration efforts will utilize open interoperability standards and follow interoperability profiles defined by IHE. A Work Order process will be utilized to integrate Qualified Participants, but a not-to-exceed price shall be proposed for the integration efforts. In addition, the Contractor shall provide integration costs for various Qualified Participant categories. For example, proposed integration service cost for a large hospital, small family practice, and rural hospital.
- 18.12.1.4. Pricing Schedule D – Software as a Service: The Offeror shall detail its service costs. The price shall include, but is not limited to, hosting, system maintenance, system upgrade and release costs, and help desk support. The service costs shall be included as monthly fee for the base contract (three years).
- 18.12.1.5. Pricing Schedule E – Proposed Hourly Rate: The Offeror shall provide a firm blended hourly rate for each category of staff that may apply to any task order work or other contract work not included in the RFP scope of work. Staffing category rates shall be subject to an annual analysis of the market.
- 18.12.1.6. Pricing Schedule F – Costs for optional services and requirements: The Offeror shall provide additional costs for those optional Contract elements and requirements identified in the RFP.
- 18.12.1.7. Sustainability Financial Model.

As part of an Offeror's Cost Proposal/Financial Model Proposal, the Offeror shall describe its proposed Financial Sustainability Model that enhances the services, value, risk-reward basis, and revenue structure of the HIE, especially for services that are not financially self-supporting. This portion of the Cost Proposal is optional and will not be scored.

The Contractor shall also demonstrate how an alternative financial model could lead to enhanced economic value to the HIE and NV-HIE.

SECTION 19.0 EVALUATION

19.1. EVALUATION OVERVIEW

- 19.1.1. Proposal evaluation will result in a recommendation for award of the Contract under this RFP. The award will be made to the Offeror whose proposal, conforming to this RFP, will be most advantageous to NV-HIE, price, and other factors considered.
- 19.1.2. NV-HIE will conduct a comprehensive and impartial evaluation process for all proposals received that meet the requirements as described in this RFP and its appendices. The objective of the evaluation process is to determine the proposal that most effectively meets NV-HIE's goals and requirements. Failure of an Offeror to provide any required information and/or failure to follow the response format set forth in this RFP may result in reduced scoring and/or disqualification of the proposal. It is the Offeror's responsibility to ensure that all required materials are included in the proposal submission.
- 19.1.3. Failure of a proposal to comply with the requirements of this RFP may result in the proposal being disqualified as a non-responsive proposal. Such disqualification may occur at any point.
- 19.1.4. The evaluation of the Technical and Cost Proposals will involve the point scoring of responses in each of seven areas, according to pre-established criteria for scoring. A maximum of 1000 points will be available for each Offeror's proposal. The evaluation areas and their point allotments are shown in Table 19.1.5 below.
- 19.1.5. Table 19.1.5 - Proposal Evaluation Point Summary

Proposal Evaluation Point Summary	
Proposal Response Requirement	Maximum Points
Executive Summary	50
Qualifications of Firm	150
Approach to Scope of Work including the response for the 8 Contract Elements	400
Qualifications of Proposed Key Personnel and Other Staff	125
Corporate References	100
Value-Add	25
Cost Proposal	150

19.2. EVALUATION

- 19.2.1. An Evaluation Panel will be established prior to opening the received proposals. NV-HIE has established measures to ensure the integrity of the evaluation process, including selecting committee members who do not have a conflict of interest regarding this RFP, facilitating independent review of proposals, requiring evaluation of proposals based on content, and ensuring the fair and impartial treatment of all Offerors.
- 19.2.2. The sole objective of the Evaluation Panel is to conduct reviews of the submitted proposals along with other information that may be requested, to hold frank and detailed discussions among themselves, and to recommend a Contract award based on the proposal that is most advantageous to NV-HIE.
- 19.2.3. The Evaluation Panel will judge the merits of each proposal received in accordance with the evaluation criteria. Criteria are weighted as shown below.
- 19.2.4. The Evaluation Panel may check the Offeror's references as part of the evaluation process.
- 19.2.5. The Evaluation Panel may, if it deems necessary, ask for clarifications, conduct oral presentations, or request best and final offers from the Offerors. Such presentations and related travel for site visits will be at the Offeror's expense. The Evaluation Panel may adjust its scoring based on the results of such activities, if any. However, proposals may be reviewed and determinations made without such activities, and Offerors should be aware that the opportunity for further explanation might not exist. Therefore, it is important that initial proposals be complete.

19.3. CONTRACTORS INVITED TO SUBMIT PROPOSALS

- 19.3.1. Contractors will be selected to provide Technical and Cost proposals based on the following:
 - 19.3.1.1. Ability to demonstrate a minimum of three years experience in developing, implementing, and integrating HIE solutions.
 - 19.3.1.2. Ability to list HIE types implemented and extent of participant integration.
 - 19.3.1.3. Ability to provide a hosted, HIE solution using a service-based approach.
 - 19.3.1.4. Ability to demonstrate a working, proven system in the HIE marketplace.

19.4. INITIAL EVALUATION

- 19.4.1.1. The Offeror submitted a Technical Proposal with the required sections in RFP Section 18.3.
- 19.4.1.2. The Offeror submitted a Cost Proposal adhering to the requirements outlined in RFP Sections 18.4.
- 19.4.1.3. The Offeror shall demonstrate at least three (3) years of experience operating a HIE that has successfully exchanged clinical data among disparate healthcare provider types.
- 19.4.1.4. The Offeror provided a response to the requirements tables in Appendices A-H.

19.5. EVALUATION PROCESS

- 19.5.1. After initial evaluation and RFP compliance is established, NV-HIE will conduct a multi-phased evaluation process which will consist of the following:
- 19.5.1.1. Phase I: Letter of Intent
 - 19.5.1.2. Phase II: Product Demonstration and Oral Presentations
 - 19.5.1.3. Phase III: Invitation to provide Technical and Cost Proposals
 - 19.5.1.4. Phase IV: Evaluation of the Technical Proposal
All Technical Proposals received will be evaluated and scored. The full Evaluation Panel will discuss the Technical Proposal scores provided by each evaluator and score the Technical Proposal.
 - 19.5.1.5. Phase V: Cost Proposal and associated narrative
After completion of Phase IV, Cost Proposals, including the Cost Proposal narrative will be evaluated based on predetermined scoring criteria.
 - 19.5.1.6. Phase VI: Best and Final Offer (BAFO) Requests and Evaluation
 - 19.5.1.7. The Evaluation Panel may request best and final offers from the Offerors during the Proposal Evaluation Phase to clarify Offerors' Financial Plans. Requests for best and final offers are at the discretion of the Evaluation Panel, and not all Offerors may be requested to present a best and final offer. All Offerors asked to participate in Phase II: Oral Presentation may be contacted with BAFO requests.
 - 19.5.1.8. An Offeror's response to a BAFO request will be evaluated and may, at the discretion of the Evaluation Panel, cause a change to that Offeror's General Proposal and/or Financial Plan score. The change in score will become the new and final total score for that Offeror.
- 19.5.2. Announcement of Intent to Award.
- 19.5.2.1. Upon completion of Phase I – Phase VI, if conducted, the Evaluation Panel will recommend an Offeror for Contract award.
 - 19.5.2.2. Once the Evaluation Panel's recommendation for award has been approved, NV-HIE will announce the RFP award on the NV-HIE website and social media sites.

19.6. EVALUATION CRITERIA

- 19.6.1. NV-HIE will conduct a comprehensive evaluation of the proposals to determine whether all critical elements described in this RFP have been addressed, the capabilities of the Offeror, the quality of each approach proposed, and any other aspect determined relevant by NV-HIE. Evaluation criteria, include, but are not limited to:
- 19.6.1.1. Having a working solution that has been proven.
 - 19.6.1.2. NV-HIE seeks a Contractor with significant experience in the healthcare industry, with the leadership and financial strength to allow it to flourish in an uncertain environment, and with a propensity for client collaboration. NV-HIE will evaluate each Contractor based on the strength of its Technical Proposal, its business and financial capabilities, and on prior demonstrated experience nationwide.
 - 19.6.1.3. The following statements summarize our preferences for prospective Contractors:

- 19.6.1.3.1. NV-HIE prefers to procure a system that is “configurable” to a variety of local rules and scenarios. We would prefer to keep Contractor customizations to a minimum.
- 19.6.1.3.2. NV-HIE prefers a remote hosting model.
- 19.6.1.3.3. NV-HIE prefers to work with one Contractor to provide all requested services. However, in the event of a Contractor consortia, we require that a lead Contractor be designated for coordination purposes and to take accountability for managing partners as sub-contractors.
- 19.6.1.3.4. NV-HIE prefers software as a service model (SaaS) where NV-HIE will take a management and oversight role but not a direct role in development and technical operations. Physical hosting within Nevada with associated creation of jobs within the state is desirable.
- 19.6.1.3.5. NV-HIE prefers a partnership model that shares risk and reward between NV-HIE and a Contractor.
- 19.6.1.3.6. NV-HIE prefers a pricing model that is aligned with our goals of encouraging adoption and use of NV-HIE services, based on a Work Order approach, and that is flexible enough to accommodate NV-HIE’s anticipated sustainability model.
- 19.6.1.3.7. NV-HIE expects a transparent and collaborative partnership between Contractor and NV-HIE.
- 19.6.1.3.8. NV-HIE expects a highly secure solution that meets Federal and State rules and regulations.
- 19.6.1.3.9. NV-HIE prefers a solution that is agile to changes in the regulatory environment.
- 19.6.1.3.10. NV-HIE prefers a tiered approach for the help desk, training, and business development.
- 19.6.1.3.11. NV-HIE prefers a Contractor that has proven experience in the healthcare industry as demonstrated by an HIE solution that is currently in production and in use by providers.
- 19.6.1.3.12. NV-HIE prefers a Contractor that will consider building upon capabilities already in place or in development within Nevada that may add to the utility of the HIE and or create added efficiencies.
- 19.6.1.3.13. NV-HIE prefers a Contractor that understands the goals and objectives of the HIE solution.
- 19.6.1.3.14. NV-HIE prefers a Contractor that will work collaboratively with initiatives already in place for health information exchange that meets informatics and clinical goals of state agencies (e.g., Medicaid and the state health plan).
- 19.6.1.3.15. NV-HIE prefers a Contractor that will assist in supporting the use of HIE components to support a variety of health market needs (e.g., provider directory for network coverage information to be used by Department of Insurance and/or Health Insurance Exchange consumers that are selecting insurance plans).
- 19.6.1.3.16. NV-HIE prefers a Contractor that can work with us as a long-term partner, that is financially stable, that is not involved in serious legal action, and that does not have a conflict of interest with NV-HIE.

19.6.1.3.17.NV-HIE prefers a Contractor that is flexible and that can react to changes that are inevitable in this emerging industry.

19.7. BEST AND FINAL OFFERS

19.7.1. The Evaluation Panel may request best and final offers from the Offerors during the Proposal Evaluation Phase to clarify Offerors' Financial Plans. Requests for best and final offers are at the discretion of the Evaluation Panel, and not all Offerors may be requested to present a best and final offer for any qualified response. At the sole discretion of the Evaluation Panel, Offerors whose offers may be notified ten (10) business days in advance if selected to submit a best and final offer.

SECTION 20.0 RFP TERMS AND CONDITIONS

20.1. OVERVIEW

- 20.1.1. The following terms and conditions govern this solicitation. An Offeror must acknowledge and accept these terms and conditions.
- 20.1.2. Evaluation and selection of the successful Contractor is at the sole discretion of the Evaluation Panel, and ultimately, NV-HIE.

20.2. COLLUSIVE BIDDING

- 20.2.1. The Offeror's signature on its proposal cover letter is a guarantee that the proposal was prepared without collusion with any other prospective contractor. A prospective contractor is not restricted from forming a joint venture, partnership, or consortium. However, if any participant of the joint venture, partnership, or consortium is working on more than one proposal team, that participant is to establish reasonable controls so as to not permit any flow of information across or between proposal teams and its submittals.

20.3. COSTS

- 20.3.1. NV-HIE will not be responsible for any costs incurred by any Offeror in the generation or submission of its proposal, visits, presentations given to personnel or their designees, documentation provided to personnel or their designees, production of any literature, or any other costs incurred while participating in the proposal and evaluation process.

20.4. INFORMAL SUBMISSIONS

- 20.4.1. Informal submissions will not be accepted or considered. All submissions must adhere to the process outlined in this RFP.

20.5. BUSINESS ASSOCIATE AGREEMENT

- 20.5.1. The HIE Contractor, as a Business Associate, is required to have a HIPAA Business Associate Agreements (BAA) with NV-HIE. In turn, NV-HIE will have BAAs with Qualified Participants that are HIPAA Covered Entities.
- 20.5.2. The HIE Contractor shall ensure that any agent, including any subcontractor, to whom it provides PHI received from, or created or received by the HIE Contractor on behalf of a NV-HIE or a subsequent Covered Entity agrees to the same restrictions and conditions that apply to a Business Associate with respect to PHI. The Contractor shall require a BAA for all subcontractors, as required under the HIPAA Omnibus rule. NV-HIE reserves the right to request copies of subcontract
- 20.5.3. In the event that a Qualified Participant is not a HIPAA Covered Entity, the HIE Contractor may be required to enter into a confidentiality agreement with such Participant that requires the HIE Contractor to protect the privacy and security of patient and beneficiary information. NV-HIE shall have the right to approve any and all BAAs, sub-BAAs, or any other confidentiality agreements developed by the HIE Contractor to be entered into with Nevada Qualified Participants.

20.5.4. In addition, the HIE Contractor may be required to sign a NV-HIE-approved participant agreement with each NV-HIE Qualified Participant.

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APPENDIX A – CONTRACT ELEMENT: CORE HIE SOLUTION SUPPORTING REQUIREMENTS

ID Number	Category	Requirement	Vendor Response
8.1.	NV HIE Architecture	The planned design, development, and implementation of the NV-HIE shall be based on an architecture that is open and utilizes a Service Oriented Architecture (SOA) framework that is aligned with industry standards and the State’s Medicaid Information Technology Architecture (MITA) framework.	
8.2.	NV HIE Architecture	The Contractor shall provide specifications and technical architecture documentation sufficient to allow NV-HIE to determine that the hardware and system specifications that meet the requirements and standards for NV-HIE operations.	
8.3.	NV HIE Architecture	The Contractor shall publish specifications to allow developers and users the ability to build applications to integrate efficiently into the HIE.	
8.4.	NV HIE Architecture	The architectural design shall utilize open systems and standards to the greatest extent possible, maximizing scalability, reliability, and maintainability, while minimizing lifecycle costs.	
8.5.	NV HIE Architecture	The HIE Contractor shall provide a technical architecture that ensures private and secure HIE using standards and specifications that support eHealth Exchange participants, independent HIEs located within the state of Nevada, HIEs located in other states, and with multiple EHR/EMR systems.	
8.6.	Query-based infrastructure	The HIE Contractor shall implement and maintain a robust, query-based, health information exchange	

ID Number	Category	Requirement	Vendor Response
		infrastructure that enables Qualified Participants to securely request and receive structured and unstructured electronic messages and content from other Qualified Participants connected to the NV-HIE solution (both interstate and intra-state).	
8.7.	Provider Registry /Directory Services	The Core HIE Solution shall contain Provider Directory (Facilities) services that enable master data management of facility information where care is being delivered to one or more patients.	
8.8.	Provider Registry /Directory Services	The Core HIE Solution shall provide Provider Directory (Individual) services that enable master data management of information regarding individual care providers who are performing care for one or more patients.	
8.9.	Enterprise Master Person/Entity Index	The Core HIE Solution shall contain a Master Patient Index that supports patient identity and merge/split of patient records.	
8.10.	Information / Record Locator Services	The Core HIE Solution shall provide Record Locator Services that enable search for retrieval of federated patient data.	
8.11.	Information / Record Locator Services	The Core Solution shall provide information services that will give providers easier access to the advance directives for their patients.	
8.12.	Clinical Portal	The Core HIE Solution shall provide Clinical Portal Services that enable authorized providers and other care givers to view patient data via a user interface that facilitates quick and easy understanding of a patient's health status and history while enabling easy	

ID Number	Category	Requirement	Vendor Response
		access to detailed care information.	
8.13.	NHIN Gateway Services	The Core HIE Solution shall provide Federal Partner Gateway Services that are certified and meet agreed integration standards for the sharing of patient information between HIEs operating in Nevada, in other states, and Federal Partners. These gateway services shall utilize eHealth Exchange services and protocols.	
8.14.	NHIN Gateway Services	The Core HIE Solution shall provide State Agency Gateway Services that are certified and meet agreed integration standards for the sharing of patient information between HIEs operating in Nevada and the various health registries and health programs (e.g., Medicaid, Immunization, Aging, Child Services, etc.).	
8.15.	Terminology Engine	The Core HIE Solution shall provide a Terminology Engine that normalizes the incoming medical coding and terminology into consistent forms enabling semantic interoperability (i.e., consistent meaning of health information regardless of its source).	
8.16.	Meaningful Use Enablement	<p>The HIE Contractor shall provide data exchange and other services to enable providers seeking to meet the objectives and criteria of Meaningful Use (MU) for the exchange of health information as established by the Centers for Medicare and Medicaid Services (CMS). This includes, but is not limited to:</p> <ul style="list-style-type: none"> • The exchange of key clinical information. • The submission of electronic data to immunization registries. 	

ID Number	Category	Requirement	Vendor Response
		<ul style="list-style-type: none"> • The submission of syndromic surveillance. • The submission of reportable lab results. • The submission of clinical quality measures, including submission to a PQRS registry. • The provision of a product roadmap and timelines for implementation of any functionality and services not currently offered that are related to future stages of Meaningful Use. 	
8.17.	Interoperability	The Core HIE Solution shall provide messaging and Interoperability Services that enable reliable and secure flow of information via standard messages that are implemented utilizing open interoperability standards and follow interoperability profiles defined by IHE (Integrating the Healthcare Enterprise).	
8.18.	Interoperability / Interface Services	The Contractor shall provide interoperable APIs to allow for easy interfacing capabilities with other Contractors.	
8.19.	Interoperability	The HIE Contractor shall provide an interoperable HIE technology solution based upon applicable standards and a nationwide healthcare integration framework and recommendations such as Direct, IHE; specifically PIX/PDQ, XDS.b and XCA, HITSP, S&I Frameworks, HL7 v2 and v3, and other applicable standards, frameworks, and recommendations as determined by NV-HIE.	
8.20.	Interoperability	The solution will enable Qualified Participants to easily exchange patient and population-specific health	

ID Number	Category	Requirement	Vendor Response
		<p>information data in compliance with ONC-endorsed interoperability standards, other nationally endorsed standards as applicable, and applicable laws and regulations within 60 days of notice by ONC, the State, and/or NV-HIE.</p> <p>NV-HIE expects all transactions, data submitted to, and data stored by the NV-HIE solution to utilize national and/or state standards in the creation, transmission and storage of patient health information as further described herein.</p>	
8.21.	Immunization registry exchange	<p>The solution shall support immunization registry exchange services with HL7 v2.5.1 messages and should support the translation of v2.x and v3.x messages to interact with the State Immunization Registry (WebIZ) which expects v2.5.1 messages.</p>	
8.22.	Clinical Portal	<p>The Core Solution shall be capable of satisfying, at a minimum, the following scenarios for sending and receiving patient health related information.</p> <ul style="list-style-type: none"> • An independent HIE system/organization that is a Qualified Participant to exchange data with NV-HIE (both intrastate and interstate). • State registries (e.g., cancer, birth defects, etc.). • State programs (e.g., Medicaid, social services, labs, vital statistics, health insurance/benefit exchange, advanced directives, etc.). • Federal Health Partners (e.g., DoD, Veteran 	

ID Number	Category	Requirement	Vendor Response
		<p>Health Administration, Indian Health Services, Social Security Administration, etc.).</p> <ul style="list-style-type: none"> Others in the health community including commercial payers (e.g., sending eligibility, provider network, referrals, laboratories, billing/claims, payment), volunteer organizations (e.g., American Red Cross, American Diabetes Association). 	
8.23.	Community/ Enterprise Identity Management Services and Registries	The Core Solution shall contain a messaging system to work with Identity Management and Authentication Services to implement authentication policies.	
8.24.	Database Services	The HIE Contractor shall store and retrieve all transactions executed through the NV-HIE solution across all components and solutions, including a methodology for estimating storage requirements as Participants are added to the NV-HIE solution.	
8.25.	Medication History	The HIE Contractor shall implement and maintain services that enable Qualified Participants to retrieve and aggregate medication history and administration including retrieval and aggregation of prescription (new, refills, etc.) information from identified sources (e.g., SureScripts®, others), dependent on partner, and provide to medical providers, including pharmacists.	
8.26.	Database Services	The Contractor shall accept and respond to all queries directed towards Core Services: provider	

ID Number	Category	Requirement	Vendor Response
		directory search or patient ID searches.	
8.27.	Database Services	The HIE Contractor shall provide a service that will enable a centralized clearinghouse for transforming clinical summary documents among providers and patient-designated entities. This service would be analogous to the laboratory-routing clearinghouse, and would enable organizations that may lack standards-compliant EHR systems to also exchange clinical summary data.	
8.28.	Clinical Data Content and Messaging Services	The Core Solution shall support routing rules that enable delivery of designated information to specified destinations. (e.g., to automate routing reportable labs to Public Health).	
8.29.	Clinical Data Content and Messaging Services	The Core Solution shall provide the ability to send and manage both transactional and batch messages.	
8.30.	Clinical Data Content and Messaging Services	Messages shall be processed in the order and sequence that they were intended (e.g., message retraction may arrive before message send in a batch and should be processed in sequence).	
8.31.	Clinical Data Content and Messaging Services	The Core Solution shall transmit message metadata and history to a requestor.	
8.32.	Clinical Data Content and Messaging	The Core Solution shall implement ongoing measurement of message and transaction performance and responsiveness for each service.	

ID Number	Category	Requirement	Vendor Response
	Services		
8.33.	Clinical Data Content and Messaging Services	The messaging functionality shall be extensible enabling NV-HIE to enable support to other programs and services including, but not limited to, the following: all payer claims database, payer-provider network information system (e.g., coverage reporting, contracting, health benefit/insurance exchange), eligibility verification, claims, fraud/waste/abuse analytics, credentialing, quality reporting, State or payer incentive programs.	
8.34.	Clinical Data Content and Messaging Services	The HIE Contractor shall implement and maintain messaging services that enable Qualified Participants to route procedural results from source to target in a structured and standard format (both Directed Exchange and robust query-based exchange). NV-HIE Qualified Participants will also be able to request and retrieve procedural results (as allowed by professional standards and Consent Management services).	
8.35.	Clinical Data Content and Messaging Services	The Core Solution shall transform terminology of inbound and outbound messages (at all layers including the SOAP envelope, the headers, payload body, metadata, and contents) to provide flexible interfaces with Qualified Participants.	
8.36.	CCD	This HIE Contractor shall allow for the clinical summary exchange for care coordination, capability and capacity for the translation of legacy messaging to standardized Continuity of Care Documents (CCD) documents and related documents such as the Continuity of Care Record (CCR) and Clinical Data	

ID Number	Category	Requirement	Vendor Response
		Architecture (CDA). This should include all sections of a CCD (examples: labs, radiology, transcriptions), but should avoid creating duplicate CCDs within a patient record which would cause users to scan through redundant information.	
8.37.	CCD	The HIE Contractor shall validate/transform clinical results from source formats to CCD/CCR formats.	
8.38.	CCD	The HIE Contractor shall transform from CCD/CCR formats to specific targets based on a specific source/destination system format, coding, and transport requirements.	
8.39.	Clinical Data Content and Messaging Services/Data Schema Handling	<p>The HIE Contractor shall provide a capability to transform messages between different document formats (e.g., HL7v2 to v3 or EDI to XML), to parse and validate various document formats (e.g., XML and XSD), and to create and map across different message envelopes and content requirements based on source and target requirements.</p> <p>Where independent certifications and testing validations are required for such transformation capabilities, the HIE Contractor will secure such independent validation at no additional cost to NV-HIE.</p>	
8.40.	Clinical Data Content and Messaging Services	The HIE Contractor's solution shall support the IHE Cross-Enterprise Document Sharing (XDS) standards and specifications including the use of Cross-Enterprise Document Restriction (XDR).	
8.41.	Clinical Data Content and	The HIE Contractor shall utilize core services for	

ID Number	Category	Requirement	Vendor Response
	Messaging Services	summary record exchange.	
8.42.	Clinical Data Content and Messaging Services	The HIE Contractor shall parse and restructure CCDs into a longitudinal history.	
8.43.	Clinical Data Content and Messaging Services	The HIE Contractor shall transform CCDs into specific encounters to support specific transactions such as referrals.	
8.44.	Clinical Data Content and Messaging Services	The HIE Contractor's solution shall support consolidation and de-duplication of clinical data in a CDA/CCD. The resulting CCD shall include all clinical data available via the NV-HIE solution.	
8.45.	Clinical Data Content and Messaging Services	<p>The HIE Contractor shall provide an HIE technology solution supporting, enabling or facilitating individual/authorized data exchange with patients, including but not limited to the following use cases:</p> <ul style="list-style-type: none"> • Provider sends a clinical summary of an office visit to the patient/caregiver (via message, PHR, or other patient-centered health information management system). • Provider sends reminder for preventive or follow-up care to the patient/caregiver (via message, PHR, or other patient-centered health information management system). • Patients provide advance directives to 	

ID Number	Category	Requirement	Vendor Response
		requesting providers (via message, PHR, or other patient-centered health information management system).	
8.46.	Clinical Data Content and Messaging Services	The HIE Contractor shall exchange information in SureScripts e-Prescribing network for medication management and history search.	
8.47.	Clinical Data Content and Messaging Services	The HIE Contractor shall provide functionality and meet standards, to enable the participants in the NV-HIE solution to exchange medication prescription orders and dispensing information.	
8.48.	Clinical Data Content and Messaging Services	The Core Solution shall verify medication history.	
8.49.	Clinical Data Content and Messaging Services	The HIE Contractor shall implement and maintain a service that facilitates the transmission of radiology images and results to the appropriate location.	
8.50.	Clinical Data Content and Messaging Services	The HIE Contractor will implement and maintain an information service that enables a central access point for EHRs and practice management systems to retrieve insurance eligibility information (e.g., EDI transactions).	
8.51.	Clinical Data Content and Messaging Services	Eligibility verification capabilities shall be augmented with care alerts to requesting providers indicating when patients may need recurring tests (e.g., retinal, foot check, etc.), immunizations, or vaccines. In concert, the same access point may be used to enable	

ID Number	Category	Requirement	Vendor Response
		web-based access to eligibility information for those eligible providers as yet unable to take advantage of EDI transactions (primarily small physician practices).	
8.52.	Clinical Data Content and Messaging Services	The HIE Contractor shall provide secure routing of eligibility requests to payers via 270/271 eligibility inquiry and route responses in real-time.	
8.53.	Clinical Data Content and Messaging Services	The HIE Contractor shall provide management and maintenance of an all-payer eligibility check service (e.g., providers can consistently maintain one request format from their EHR to the eligibility check service to multiple payers).	
8.54.	Clinical Data Content and Messaging Services	The HIE Contractor shall route prior authorization data in a systematic and standardized format to multiple providers.	
8.55.	eHealth Exchange Gateway	The NV-HIE Contractor shall implement and provide the capability to utilize the eHealth Exchange Gateway service, aligned to eHealth Exchange governance policies and standards, providing for a single statewide implementation of the eHealth Exchange. The gateway shall be made available to authorized users and Qualified Participants of the HIE system.	
8.56.	eHealth Exchange Gateway	The eHealth Exchange Gateway must support all versions of the CONNECT instance in production use by participants and candidates for the Contract, plus must support all other implementations of	

ID Number	Category	Requirement	Vendor Response
		eHealth Exchange Gateway (or NwHIN) 2010/2011/and subsequent approved production specifications in production use by participants. NV-HIE requires support for the eHealth Exchange Gateway, PD, QD, RD, AD and DS specifications, plus the core AF and MP specifications. The HIE Contractor solution for the eHealth Exchange Gateway must allow for full bidirectional proxying.	
8.57.	Directed Exchange	The HIE Contractor shall provide capabilities to support interstate HIE exchange aligned to specific instances where such exchange occurs and as determined by NV-HIE. HIE Directed Exchange Services must be available to all Eligible Professionals (EPs) and Eligible Hospitals (EHs) in time for EPs and EHs to meet Meaningful Use criteria.	
8.58.	Directed Exchange	The HIE Contractor shall implement and maintain a Directed Exchange service that will include a common transport layer for all message routing persistence, guaranteed delivery, content-based routing, that can support content transport based on Direct's SMTP and XDR for Simple Health Transport specifications. Additionally, the HIE Contractor's solution must comply with the Direct Project's Implementation Guide for Delivery Notification Support for IHE, XDS.b, or other lower-level protocols such as TCP or HTTP.	
8.59.	Direct Secure Messaging	The HIE Contractor shall implement and maintain Direct Secure Messaging service to be operated as the NV DIRECT service that will provide a mechanism to securely send and receive email-like messages	

ID Number	Category	Requirement	Vendor Response
		<p>among other enroll Direct Secure Message users. The Contractor shall provide certificate management, including issuing and managing certificates. The HIE Contractor is responsible for obtaining, managing, and administering required digital certificates. NV-HIE will work with the HIE Contractor to determine the most cost effective method for procuring and maintaining digital certificates. In addition, NV-HIE and the HIE Contractor will work together to effectively price and deliver Direct Secure Messaging services according to market demand in the State.</p>	
8.60.	NV Direct Transition	<p>The HIE Contractor will be responsible for transitioning the current NV DIRECT services from the current platform to the DIRECT Secure Messaging service of the platform of the selected HIE Contractor. This transition effort includes, but is not limited to:</p> <ul style="list-style-type: none"> • Development of a Migration Plan and Migration of all NV DIRECT addresses for enrolled users; • Migration of all NV DIRECT logon credentials for enrolled users (i.e., user identifiers, passwords, certificates); • Migration of all NV DIRECT saved and historic messages for enrolled users; • Provision of awareness communications to all enrolled NV DIRECT users; and <p>Provision of training and reference materials for the</p>	

ID Number	Category	Requirement	Vendor Response
		new Secure Direct Messaging service (e.g., logon, user interface, etc.).	
8.61.	Direct Secure Messaging	The HIE Contractor's Direct Secure Messaging platform shall support continued growth of enrollment as well as the ability to interoperate with national HISPs that may have a presence in Nevada and other states' HISPs to support regional and nationwide health information exchange using the Direct project standards. This support and interoperability includes certificate publication, message routing, and provider lookup and publication of provider information.	
8.62.	Interface Services	The solution shall interface with the Secretary of State's Living Will Lockbox System.	
8.63.	Interface Services	The HIE Contractor's solution shall provide health information exchange and portal services necessary to support patient centered medical home programs (e.g., Medicaid, commercial payers, ACOs, etc.).	
8.64.	Consent Management	The HIE Contractor shall provide a patient consent management system configured and maintained in compliance with Nevada law such that no further programming will be needed once the service is operational, unless material changes to Nevada consent laws and rules necessitate such a change or at the direction of NV-HIE.	
8.65.	Consent Management	The Core HIE Solution shall provide centralized Consent Management Services that enable consumers and patients to register their choices regarding what health information they are willing to permit various	

ID Number	Category	Requirement	Vendor Response
		<p>care providers to access and to make these consumer selections available to Qualified Participants and inter- and intra-state HIEs electronically via a set of policies using standard vocabularies. This requirement is based on the IHE profile Basic Patient Privacy Consent (BPPC).</p>	
8.66.	Consent Management	<p>Consent management may be delegated, managed and configured at multiple levels: roles, groups, and identities.</p>	
8.67.	Consent Management	<p>The solution provided shall provide the capabilities required to implement and maintain consent policies for <u>all</u> of the following consent models:</p> <ul style="list-style-type: none"> • Opt-in no restrictions. • Opt-in with restrictions based on individual provider, provider organization, and/or provider specialty. • Opt-in with restrictions on segments of data (e.g., behavioral health, STDs, HIV/AIDS, etc.). • Ability to filter patient data at display and in messages for purposes of treatment. • Consent by default (e.g., Nevada Medicaid beneficiaries may not opt-out and enrollment information will be accepted by the HIE Contractor solution to update opt-in status for new incoming beneficiaries and an outgoing beneficiaries). • Opt-out no exceptions (i.e., no consent). • Opt-out with exceptions based on individual provider and/or provider organization. 	

ID Number	Category	Requirement	Vendor Response
		<ul style="list-style-type: none"> • Opt-out with exceptions based on segments of data (e.g., personal health data entered by patient). • Access to data in emergency situations by health care providers (break the glass). • Restricted access to specially protected data according to state and Federal law and regulations. • Restricted sharing of health records with health plans as requested by patient that pays for treatment out of pocket and in full. • Custom consent models. • De-identified or specific to allow public health and reporting purposes other than treatment even when there is a patient consent of Opt Out set for treatment. 	
8.68.	Consent Management	The HIE Contractor shall provide Application Programming Interfaces (APIs) that allow for the Consent Management services to communicate with external patient portals, PHRs, or source systems for consent coordination and management access multiple systems.	
8.69.	Coded Health Care Vocabulary Services	The selected HIE Contractor shall implement and maintain a statewide policy vocabulary capability that will enable discoverable patient consent elections, patient authorizations for information access as well as other patient/consumer preferences. This capability will utilize IHE Basic Patient Privacy Consents (BPPC) profile to implement consistent policies within the State of Nevada and other	

ID Number	Category	Requirement	Vendor Response
		interstate exchanges. The capability must support use of policy vocabulary which include a “flag” indicating the presence of additional stored PHI, existing at a designated HIE or NV-HIE participant. The capability must also support consent vocabulary consisting of representations for identified external eHealth Exchange gateway exchange partners including without limitation the SSA, VA, and other states.	
8.70.	Coded Health Care Vocabulary Services	The Core HIE Solution shall translate fields and other content from one (potentially proprietary) vocabulary to other vocabularies with the understanding that vocabularies are dependent on EHR vendors. Where independent certifications and testing validations are required for such translation capabilities, the HIE Contractor will secure such independent validation at no additional cost to NV-HIE.	
Desired			
8.71.	Clinical Data Repository	The Core HIE Solution may provide a Clinical Data Repository Services that will enable the storing of patient health information to the extent it is agreed by patients and aligned with State and Federal laws, regulations, and policies.	
8.72.	EHR	The solution may provide an EHR for provider practices.	
8.73.	Data Analytics	The solution may provide details analytics and business intelligence functions.	

ID Number	Category	Requirement	Vendor Response
8.74.	Other Patient Functionality	The Core HIE solution may provide a patient portal that will allow for Personal Health Record and other patient-centered functionality.	

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APPENDIX B – CONTRACT ELEMENT: SYSTEM CONFIGURATION SERVICES SUPPORTING REQUIREMENTS

ID Number	Category	Requirement	Vendor Response
9.1.	Integration Services	The Contractor shall conduct implementation, configuration, and testing of the solution.	
9.2.	Integration Services	To the extent the HIE Contractor utilizes solution components from other Contractors, the HIE Contractor shall perform all necessary system requirements analysis, design, integration, and implementation services to successfully integrate other Contractor solutions into the NV-HIE platform.	
9.3.	Integration Services	The HIE Contractor will provide support in defining the process with NV-HIE and providing the tools necessary for NV-HIE to create, store, maintain, and manage the test data necessary to validate the quality and performance of all elements of the system and services..	
9.4.	Industry Standards	<p>The HIE Contractor shall perform system delivery services in accordance with or alignment with industry standards, NV-HIE requirements, and Federal mandates including:</p> <ul style="list-style-type: none"> • State HIE Implementation Guidelines for Direct Security & Trust. • ONC Program Information Notices (PINs) 001, 002, 003. • ONC S&I Framework. • IEEE 12207.1-1997 Standard for Information Technology, Software Lifecycle 	

ID Number	Category	Requirement	Vendor Response
		<p>Processes.</p> <ul style="list-style-type: none"> • IEEE 828.1998 Software Configuration Management Plans. • IEEE 830-1998 Software Requirements Specifications. • IEEE 12207-2008 Software Lifecycle Processes. • IEEE 829-1998 Software Test Documentation. • IEEE 1028-1997 Software Reviews. • IEEE 1059-1993 Software V&V Plans. • IEEE 1028-1997 Standard for Software Reviews. 	
9.5.	Project Management	<p>Formats of all project reports (e.g., status, risk management, issue management) shall be in accordance with PMBOK or other accepted project management standard.</p>	
9.6.	Project Management	<p>The HIE Contractor shall prepare the following project management Deliverables and all associated interim work products which will be delivered to NV-HIE according to the due dates defined in the Master Project Plan:</p> <ul style="list-style-type: none"> • Work Breakdown Structure (WBS). • Master Project Plan. 	

ID Number	Category	Requirement	Vendor Response
		<ul style="list-style-type: none"> • Project Monitoring and Control approach. • Project Governance Structure and Responsibility Matrix • Change Management Plan Template. • Change Request Form. • Risk Management Plan Template. • Risk Log. • Issue Management Approach. • Communication Management Approach. • Approach to Capturing and Documenting Solution HIE Requirements. 	
9.7.	Project Management/ Work Orders	The HIE Contractor shall define the WBS for inclusion in each Work Order prior to NV-HIE agreement to proceed.	
9.8.	Project Management/ Work Orders	The HIE Contractor shall develop an initial project plan for each Work Order prior to NV-HIE agreement to proceed. Each project plan for Work Orders will include required Deliverables. Following the launch of a Work Order, the HIE Contractor shall update and maintain the project plan in agreement with NV-HIE.	
9.9.	Project Management	The project plan shall include both a summary timeline and a detailed project plan. The summary timeline should identify phases and stages of work as well as major milestones. The detailed project	

ID Number	Category	Requirement	Vendor Response
		plan must depict all project tasks with estimated start and completion dates, work products (i.e., interim deliverables) and deliverables, task dependencies, NV-HIE approvals, and assigned resources. This plan must also highlight the critical path to project completion.	
9.10.	Project Management	The HIE Contractor shall monitor and report project progress to NV-HIE.	
9.11.	Project Management	The HIE Contractor shall establish and document all project controls that will ensure project milestones will be achieved within the planned timeframe and budget. Project status reporting (including planned work, completed work, upcoming work, resources, risks, issues, and financial elements) must be provided at least every two weeks, with weekly reporting required for critical milestones and dependencies	
9.12.	Project Management	The HIE Contractor shall define and maintain the project organization structure as well as a responsibility matrix listing all major project activities along with who will be responsible.	
9.13.	Project Management/ Change Management	The HIE Contractor shall establish and perform project change management processes. The HIE Contractor will develop a project Change Management Plan Template and a Change Request Form.	
9.14.	Project Management	HIE Contractor shall proactively manage the HIE solution delivery and operation risks (e.g., risk identification, mitigation planning, mitigation) along	

ID Number	Category	Requirement	Vendor Response
		with a Risk Management Plan Template and Risk Log.	
9.15.	Project Management	HIE Contractor shall proactively identify and resolve project issues (e.g., identification, tracking, and resolution). As part of this issue management process, the HIE Contractor shall develop and maintain Issue Log.	
9.16.	Project Management	The HIE Contractor shall document and implement a project communications management approach. The approach must address the communications necessary to provide a feedback loop for evaluation and assessment of systems functionality and opportunities for improvement. The HIE Contractor shall propose their communication management approach.	
9.17.	Project Management	The HIE Contractor shall document and implement a pragmatic approach to capture and document NV-HIE solution requirements.	
9.18.	Project Management	In conjunction with NV-HIE, the HIE Contractor shall hold annual planning sessions to ensure that NV-HIE Work Orders remain on schedule and accommodates the functional services required by NV-HIE. These sessions will be designed to review the previous year's work, outline lessons learned, and to further detail the Work Orders and project plans for the upcoming year. The sessions will also provide an opportunity for NV-HIE and the HIE Contractor to align their respective service offering portfolios. The annual planning sessions will not preclude the ability to approach the implementation	

ID Number	Category	Requirement	Vendor Response
		in an agile methodology.	

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APPENDIX C – CONTRACT ELEMENT: SECURITY SUPPORTING REQUIREMENTS

ID Number	Category	Requirement	Vendor Response
10.1.	Security Standards	The Contractor shall adhere to all Nevada rules and regulations related to the exchange of health information.	
10.2.	Security Standards	The HIE Contractor shall be subject to Nevada’s breach notification law: CHAPTER 603A - SECURITY OF PERSONAL INFORMATION: http://www.leg.state.nv.us/NRS/NRS-603A.html	
10.3.	Security Standards	The HIE Contractor shall implement and maintain compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or “HITECH”), and the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Privacy of Individually Identifiable Health Information, Notification in the Case of Breach of Unsecured Protected Health Information, and the Security Standards for the Protection of Individually Identifiable Health Information, and are currently located at 45 C.F.R. Parts 160 and 164, Subparts A, C, D, and E. Collectively, these laws and implementing regulations are referred to as the HIPAA Privacy and Security Rules and shall include any new Federal privacy laws, regulations and rules such as the recent HIPAA Omnibus Rule .	
10.4.	Security Plan	The HIE Contractor shall design, document and implement a Security Plan that addresses physical, administrative, technical safeguards, and the compliance with state and Federal laws, regulations, and NV-HIE	

ID Number	Category	Requirement	Vendor Response
		privacy and security policies. Intrusion detection and prevention shall be addressed as part of the Security Plan.	
10.5.	Security Standards	<p>The HIE Contractor shall adhere to:</p> <ul style="list-style-type: none"> • Federal Information Processing Standard, FIPS-197. • Federal Information Processing Standard, FIPS-199. • Federal Information Processing Standard, FIPS-140-2. • National Institute of Standards and Technology (NIST) Special Publication SP800-88. Guidelines for Media Sanitization. 	
10.6.	Security Standards	<p>The HIE Contractor shall adhere to or support:</p> <ul style="list-style-type: none"> • OATH federated authentication for both web services as well as for browsers. • OCSP x.509 certificate revocation detection. • CRL-based x.509 certificate revocation detection. • Other methods of x.509 certificate revocation detection. • Legacy protocols such as MLLP transmitted over a VPN tunnel. • Emerging web service security standards. 	
10.7.	Security Standards	The Core HIE Solution shall implement security for transport and messaging via web services using eHealth Exchange (IHE XUA) SOAP 2.0 2-way-TLS mutual authentication.	

ID Number	Category	Requirement	Vendor Response
10.8.	Security Standards	The Core HIE Solution shall provide the ability to support and exchange SAML 2.0 security assertions, including EHealth Exchange and custom attributes, with other systems. Such SAML attributes to be used for logging and access control determination decisions.	
10.9.	Security Standards	The HIE Contractor shall present preparedness to adopt NSTIC (National Strategy for Trusted Identities) as that standard becomes operational, and the steps it will take to ensure the NV-HIE solution user and authentication system is compatible with and remains current with NSTIC.	
10.10.	Security Audit	The HIE Contractor shall design, document, and implement corrective plans from external risk assessment and vulnerability testing and/or external HIPAA audit review that discusses threats, vulnerabilities and impacts.	
10.11.	Data Recovery & Continuity of Service	The HIE Contractor must employ automated system monitoring to ensure service availability and to detect anomalous system behavior, potential intrusions, and service interruptions in the production environment.	
10.12.	Database Services	The HIE Contractor shall support remote execution a query from a local EMR/EHR and/or Qualified Participants system.	
10.13.	Access	<p>The HIE Contractor shall ensure protections against unauthorized third parties accessing user information or monitoring use of services are in place at all times, including security measures to protect against unauthorized access, such as:</p> <ul style="list-style-type: none"> • Protecting data in transit through the use of 	

ID Number	Category	Requirement	Vendor Response
		<p>network encryption via SSL/TLS.</p> <ul style="list-style-type: none"> Protecting data at rest through use of recommended encryption technologies and algorithms. Providing the capability to restrict access to system components and functions to specific users or groups of users, at both an individual and organizational level. 	
10.14.	Access/Security Standards	The HIE Contractor shall provide a role-based access control scheme based on the Federal (ANSI) standard for RBAC.	
10.15.	Access	The HIE Contractor shall provide network (where business partner's and/or third-parties need access to information system) segregation using perimeter security mechanisms.	
10.16.	Access	The HIE Contractor shall map and reconcile roles from multiple Qualified Participants who have pre-existing role based access systems.	
10.17.	Access	The HIE Contractor shall manage user profiles including defining access to data types and security credentials by users, groups, and resources (using directory approach). Access shall be restricted to record and field levels of patient data to authorized users.	
10.18.	Access	The solution shall allow users to reset passwords and unlock locked accounts from a web portal interface.	
10.19.	Access	The HIE Contractor shall design, document and implement a provisioning and de-provisioning approach and framework for user identification, authentication and	

ID Number	Category	Requirement	Vendor Response
		authorization, including activation and de-activation.	
10.20.	Access	The HIE Contractor shall allow organizations (hospitals, practice groups, individual providers, etc.) to gain the appropriate access to the NV-HIE solution and its capabilities. The solution shall pass credentials for authentication and authorization from local EMR/EHR and/or Qualified Participants to authenticate system access to web service transactions.	
10.21.	Access	The HIE Contractor shall ensure non-repudiation as part of digital signature verification to prevent data from being altered, deleted or damaged during data exchange.	
10.22.	Access	The HIE Contractor shall support interfacing with external authentication engines where identify authentication and authorization may be performed via a software as a service model.	
10.23.	Access	The HIE Contractor shall support “user exits” or a “pluggable authentication module” (PAM) to enable user transition between the HIE system and local Qualified Participant or EHR systems that are authorized as third-party connections to the HIE.	
10.24.	Access	The HIE Contractor’s user and system ID and authentication system shall provide specific authentication/user credentialing mechanisms (minimum of two-factor authentication) used to provide the NV-HIE solution with reliable user identification and secure systems access controls, including audit trails.	
10.25.	Access	The HIE Contractor’s user and system ID and authentication system shall pass on role-based security certificates or tokens together with any relevant auxiliary	

ID Number	Category	Requirement	Vendor Response
		information to other services that may be needed to allow proxy access to the originating user or process including processes that may be hosted by Nevada independent HIEs external to the NV-HIE solution but still within its legal domain.	
10.26.	Access	The HIE Contractor's user and system ID and authentication system shall support Qualified Participants that have chosen to have their own user directory with their own unique method of authenticating the user with other identification systems who use NV-HIE as an authentication broker to perform authentication (federated authentication).	
10.27.	Access	The HIE Contractor's user and system ID and authentication system shall support existing user directories and map existing roles – eHealth Exchange federated login model.	
10.28.	Access	The HIE Contractor's user and system ID and authentication system shall support re-certification and re-identification renewal procedures.	
10.29.	Access	The HIE Contractor's user and system ID and authentication system shall support issuing and maintaining unique identifiers for organizations and tracking the organizational context and/or utilize external provider directories as referenced by the organization.	
10.30.	Access	The HIE Contractor shall track access and activity is' that an accounting of disclosures report can be provided to the individual if requested by NV-HIE.	
10.31.	Access	The HIE Contractor shall authenticate access based on data or transaction sensitivity – some datasets or	

ID Number	Category	Requirement	Vendor Response
		transactions may require multi-factor authentication for access.	
10.32.	Access	The HIE Contractor shall issue and manage public key certificates for secure transactions.	
10.33.	Access	The HIE Contractor shall verify and validate system identity via public key certificates for secure transactions.	
10.34.	Access	The HIE Contractor shall delegate or utilize authentication services for specific transactions via an external trust and authentication framework. The HIE system shall certify and register third-party identity requests (may be part of federated identity, e.g., Qualified Participant already performs identity management and authentication).	
10.35.		The HIE Contractor shall provide the procedural and technical process for integrating local and regional HIE authentication systems with that of the Contractor's HIE solution.	
10.36.	Access	The Core HIE Solution shall provide the ability to disable end-user accounts and exchange partner access (Local HIEs, Other Authorized HIEs, eHealth Exchange Partners) in near real time with the ability to retain log file integrity about access by deactivated entity.	
10.37.	Access Controls	The Contractor shall establish appropriate processes for conducting employee security background checks and establish appropriate controls for accessing the HIE solution, especially for administrative privileges.	
10.38.	Interface Services	The HIE Contractor shall support and exchange security assertions and provisions in a Contractor and platform	

ID Number	Category	Requirement	Vendor Response
		neutral manner with other systems.	
10.39.	Single Sign-On	The HIE Contractor shall document and define an identification provider authentication service for federated identification and sign-on across multiple existing systems.	
10.40.	Single Sign-On	The HIE Contractor shall define and describe system use of an industry accepted authorization assertion service for single sign-on credentials. These single sign-on capabilities shall also have the capability to work with services that maintain patient context as part of the user interface workflow between the NV-HIE and other end user solutions.	
10.41.	Database Services	The HIE Contractor shall de-identify messages, data or reports of patient identifiable information.	
10.42.	Data Retention	The HIE Contractor shall provide and customize secure data retention and data retention schedules based on the nature of the data (including audit logs) in question, in accordance with NV-HIE policy, state, and Federal laws and regulations.	
10.43.	Database Services	The HIE Contractor shall provide Entity Owned Repositories or edge data services in support of Qualified Participants who want and need them.	
10.44.	Security Audit	The transaction log will track the origination and destination of an information transaction and verify that the transaction was completed. In addition, logs should contain sufficient information to allow for unambiguous identification of patients; end-users and/or systems requesting information; and end-users and systems to which information is routed or delivered. Separate logs	

ID Number	Category	Requirement	Vendor Response
		<p>should be maintained for application services and system infrastructure event logging. Separate logs should also be maintained for user behavior such as state shared services security events and “break glass” access to PHI. The access should be controlled to at least these log classes individually so as to allow separation of responsibilities amongst different people.</p>	
10.45.	Security Audit	<p>The HIE Contractor shall provide the following transaction and access logging:</p> <ul style="list-style-type: none"> • Ability to document and implement all logging required by Federal and state laws and regulations. • Ability to configure levels of logging (production, testing, debugging). • Ability to configure and aggregate logging outputs for monitoring and search. • Ability to review error logs (on daily basis). • Ability to integrate logging and reporting with third-party tools to manage the multiple logs and search within logs. • Ability to develop system transaction profiles and detect for deviations from standards profiles to monitor appropriate use of the system. • Ability to support logging configuration on disparate transactions and system events as requirements from laws or other business processes that may require different audit 	

ID Number	Category	Requirement	Vendor Response
		<p>requirements.</p> <ul style="list-style-type: none"> • Provide a list of all Contractors' workers who have administrative privileges or can access the solution. 	
10.46.	Security Audit	The HIE Contractor shall complete an annual security audit, including a vulnerability assessment to be performed by NV-HIE or its designee. The cost of all audits and testing shall be incurred by the HIE Contractor.	
10.47.	Security Audit	The HIE Contractor shall respond to audit findings with a remediation plan.	
10.48.	Security Incidents	The HIE Contractor shall promptly review and investigate any reported or suspected Incidents, whether detected by or reported to the HIE Contractor. The HIE Contractor must provide notice (without PHI) to NV-HIE within the time period identified in the SLA of any such Incidents as well as the current status and results of the NV-HIE's investigation. Such notice to NV-HIE does not constitute notice to Participants. NV-HIE may require the HIE Contractor to contract with an independent entity acceptable to NV-HIE to provide guidance and oversight with respect to the investigation.	
10.49.	Security Breaches	The HIE Contractor shall notify NV-HIE and Qualified Participants related to breaches. The Contractor shall be responsible for the reasonable costs associated with such notifications for the breach of Unsecured PHI (as defined by HIPAA) or any other breach or incident requiring notification to affected individuals or any governmental agency under any other state or Federal	

ID Number	Category	Requirement	Vendor Response
		law and/or unauthorized use, access, loss, disclosure or destruction of PHI or any Security Incident (as defined by HIPAA), or any equivalent use, disclosure, or incident with respect to those Participants that are not Covered Entities.	
10.50.	Identify Verification	The Contractor shall support development of an automated and possibly manual verification and validation process of individuals accessing the HIE.	
10.51.	Access Monitoring	The HIE Contractor's user authentication system shall identify and flag "brute force" attacks, breach pattern, unauthorized attempts, and allow the automatic disabling of accounts.	
10.52.	Security Folder Structure	The HIE Contractor shall, as part of its delivery, plan and implement a mutually-agreeable XDS.b folder structure, metadata usage rules (availability, status, etc.), association types and rules, etc.	
10.53.	Interface Services	The Core HIE Solution shall include an approach for the discovery, identification, and configuration of technical services end points for THSA state shared services and eHealth Exchange end points.	

APPENDIX D – CONTRACT ELEMENT: HOSTING SERVICES SUPPORTING REQUIREMENTS

ID Number	Category	Requirement	Vendor Response
11.1.	General Hosting	The HIE Contractor shall host the systems associated with the solution on dedicated hardware (e.g., not on a partitioned server), meaning no server is shared with any other client of HIE Contractor.	
11.2.	General Hosting	The HIE Contractor shall perform all IT service management using ITIL v3 process definition to manage the delivery of the services provided.	
11.3.	General Hosting	The HIE Contractor shall host the HIE systems at a Tier III equivalent facility or better.	
11.4.	General Hosting	The Core HIE Solution shall support commonly used Internet browsers and mobile platforms and as they change through time by user popularity.	
11.5.	Policies and Procedures	The HIE Contractor shall produce and maintain policies, procedures, and processes in place to ensure security and confidentiality of all data stored and transmitted by the solution.	
11.6.	Disaster Recovery & Business Continuity	The HIE Contractor shall ensure that the Nevada HIE solution is protected against natural disasters, hardware and software failures, human error, and other contingencies that could interrupt services.	
11.7.	Disaster Recovery & Business Continuity	The HIE Contractor shall provide and maintain a Business Continuity Plan (BCP) that includes a Disaster Recovery Plan and provide evidence of an annual disaster recovery test by an independent entity.	
11.8.	Disaster Recovery &	The HIE Contractor shall document, define and provide a test Business Continuity Plan annually and	

ID Number	Category	Requirement	Vendor Response
	Business Continuity	meet Recovery Time Objectives and Recovery Point Objectives.	
11.9.	Disaster Recovery & Business Continuity/ Change Management	The entire solution shall be controlled via complete change management processes and archives that must include, without limitation, configuration of each component, all aspects of the database(s) except the application data which shall be archived and backed up, applications, interface configurations, custom software developed for this project, and test, production and other environments.	
11.10.	Disaster Recovery & Business Continuity/ Change Management	The change management process shall be sufficient to allow a complete restoration of the system.	
11.11.	Disaster Recovery & Business Continuity	The HIE Contractor shall provide a hosted capability that facilitates system recovery and continuity of NV-HIE services in the situation where the primary hosted environment is negatively impacted by a disaster rendering the NV-HIE hosted environments to be inoperable.	
11.12.	Disaster Recovery & Business Continuity/ Environments	The disaster recovery and business continuity environment shall reside in the Contiguous United States.	
11.13.	Disaster Recovery &	The Disaster Recovery (DR) data center shall be located on a separate power grid from the production	

ID Number	Category	Requirement	Vendor Response
	Business Continuity/ Location of Work	environment and will be separated by a distance sufficient to avoid both Production and DR environments being impacted by a single disaster, such as an earthquake.	
11.14.	Environments / Change Management	All platforms will remain synchronized with the Production environment such that migration of new software (e.g., Participant interfaces and other functionality) will avoid change control and change management issues.	
11.15.	Location of Work	All environments will reside in the contiguous United States.	
11.16.	Environments	<p>The HIE Contractor shall provide the following minimum environments:</p> <ul style="list-style-type: none"> • Development • Testing • Training/Demonstration • Pre-Production/Certification • Production • Disaster Recovery & Business Continuity • “Sandbox” 	
11.17.	Environments	The development environment shall be where all new solution development and software configuration will take place for NV-HIE. This includes the development and configuration of interfaces to NV-HIE participants.	
11.18.	Environments	The testing environment shall be used to validate newly developed and configure solutions. HIE Contractor will be accountable for establishing all technical elements to support testing of core HIE	

ID Number	Category	Requirement	Vendor Response
		functionality, added-value services (future), and integration with participants in the HIE (e.g., hospitals, HIOs, independent HIEs, physician practices, labs, State agencies, etc.) which includes establishing working connectivity with participant data centers.	
11.19.	Environments	The training/demonstration environment shall be used for training NV-HIE and Participant administrative personnel and end-users. NV-HIE personnel shall also use the environment for demonstration purposes. The environment must include a sample set of patient data as well as tools that will enable NV-HIE personnel to reset that sample data set after training or demonstration events may have changed the original data set.	
11.20.	Environments	The pre-production/certification environment shall be dedicated to certifying the clinical and technical integrity of newly added functionality and new Participant interfaces.	
11.21.	Environments	The pre-production/certification environment shall be an exact replica of the production environment including all technical elements.	
11.22.	Environments	The pre-production/certification environment will be used to validate one new capability at a time and will only be needed when multiple integration and development project are running concurrently.	
11.23.	Environments	The production environment(s) for the Nevada Contractor's HIE Solution shall comply with all State and Federal laws, regulations, and policies as well as all	

ID Number	Category	Requirement	Vendor Response
		requirements, policies, and services levels of NV-HIE.	
11.24.	Environments	The HIE Contractor shall provide a developmental "sandbox" environment, similar to the test or training environments, for use with other solution Contractors partner testing; such an environment would be hosted with access to tools and configurations for simple administrative purposes. Such an environment would not contain PHI, or III (i.e., only synthetic data).	
11.25.	Operations/ Change Management	The HIE Contractor shall maintain and support of all NV-HIE software, interfaces, codes sets, tables, business rules as governed by the change control and change management process.	
11.26.	Testing	The HIE Contractor shall define and document stress testing performed of systems prior to release to production.	
11.27.	Testing	The HIE Contractor shall support penetration testing from external Contractors.	
11.28.	Testing	<p>The HIE Contractor shall produce a Systems Testing Plan. At a minimum test plans shall include following:</p> <ul style="list-style-type: none"> • Test data and impact on integration testing prior to user acceptance testing (UAT). • User acceptance testing plans. • Specific test plans for consent management. 	
11.29.	Operations	The HIE Contractor shall perform routine maintenance during the maintenance period defined in the SLA. Routine maintenance shall include, but is not limited to, server upgrades/patching, software	

ID Number	Category	Requirement	Vendor Response
		upgrades/patching and hardware maintenance. In order to maintain system availability, the HIE Contractor is expected to have the capability to rollover to a backup site during maintenance periods.	
11.30.	Operations	The HIE Contractor shall monitor servers for performance utilization measures, response, memory, disk space, bandwidth and uptime.	
11.31.	Operations	The HIE Contractor shall document and demonstrate measurement of and system performance benchmarks against similar systems from other states or regions.	
11.32.	Operations	The HIE Contractor shall monitor network connections, devices, activity, database sizing, system response times, availability, utilization, memory, and defect tracking.	
11.33.	Operations	The HIE Contractor shall provide video surveillance of the Contractor's data center at specific entry points to detect for intrusion or unusual system operator activity.	
11.34.	Operations	The HIE Contractor shall be responsible for all software upgrades, including identification, timing, testing and implementation.	
11.35.	Operations	The HIE Contractor shall provide a maintenance plan and approach regarding software and hardware (where applicable) upgrades, maintenance schedule, and defect correction process.	
11.36.	Operations	The HIE Contractor shall install upgrades to the software associated with the HIE as approved by NV-	

ID Number	Category	Requirement	Vendor Response
		HIE.	
11.37.	Operations	New versions of the HIE technology solution components that are issued by the HIE Contractor within the first Contract year (365 days following Effective Date) will be implemented as part of the Nevada HIE within 60 calendar days of release as upgrades at no additional cost to NV-HIE.	
11.38.	Testing	The HIE Contractor shall test and apply patches for third-party software products before release.	
11.39.	Operations	The HIE Contractor shall provide its documented approach to administration and maintenance of secure databases, and shall specifically provide information regarding data security policies and procedures.	
11.40.	Operations	The HIE Contractor shall provide a list and descriptions of encryption standards it supports for storing Nevada-HIE data.	
11.41.	Operations	The HIE Contractor shall provide recommendations and reasoning for designating specific data in the solution for encryption. The HIE Contractor will encrypt any Nevada HIE data as instructed by NV-HIE.	
11.42.	Location of Work	The HIE Contractor shall assure NV-HIE that no Nevada HIE data or transactions will ever involve data centers physically located outside of the Contiguous United States.	
11.43.	Operations/ Change Management	The HIE Contractor shall document and implement a plan for operations change management addressing systems, system tools, and servers.	

ID Number	Category	Requirement	Vendor Response
11.44.	Operations/ Change Management	The HIE Contractor shall provide documentation demonstrating that the hosting facility utilizes a change management application process for infrastructure change management.	
11.45.	Physical Security	The HIE Contractor shall provide a secure data center that meets industry-accepted physical parameters for data center operations including, raised floor, air conditioning, fire protection, conditioned power, and adequate floor space for the servers.	
11.46.	Physical Security	The HIE Contractor shall host services in a climate-controlled environment that meets industry standards including climate control, fire and security hazard detection, electrical needs, and physical security.	
11.47.	Transition	Following the expiration or termination of the Contract for any reason, the HIE Contractor shall ensure that NV-HIE has exclusive access to and control of the system in a format reasonably acceptable to NV-HIE and at no additional cost to NV-HIE. The Contractor shall provide a Turnover Plan no later than 180 days prior to contract	
11.48.	Transition	The HIE Contractor shall provide a mechanism to transition HIE operations support services to NV-HIE staff or designee in the event it is necessary as determined by NV-HIE.	
11.49.	Transition	Prior to completion or termination of the contract and on a schedule determined by NV-HIE, the HIE Contractor must take all necessary measures to assure that all Nevada HIE data maintained in the hosted environment has been migrated exclusively to NV-	

ID Number	Category	Requirement	Vendor Response
		HIE or its designee, the Qualified Participant as appropriate depending upon who the owning entity is.	
11.50.	Transition	After transfer of Nevada HIE data back to NV-HIE and/or migration of the HIE data to a new or replacement system as instructed by NV-HIE, the HIE Contractor shall purge NV-HIE's data that resides on its computer hardware or software by following the most current recommended guidelines as detailed in National Institute of Standards and Technology (NIST) Special Publication SP800-88 Guidelines for Media Sanitization. This purge process shall be followed for information designated with a Data Security Categorization Risk Level of "Moderate" or higher based on the FIPS-199 Federal Information Processing Standard.	
11.51.	Transition	The HIE Contractor shall provide technical assistance transferring the solution data to a new or replacement system.	

APPENDIX E – CONTRACT ELEMENT: HIE INTEGRATION SERVICES REQUIREMENTS

ID Number	Category	Requirement	Vendor Response
12.1.	Integration Services	The HIE Contractor shall work with NV-HIE to integrate Qualified Participants with the HIE System.	
12.2.	Integration Services	The Contractor shall operate, support, and maintain a suitable application integration toolset to enable integration of services across government organizational boundaries.	
12.3.	Integration Services	<p>The expected NV-HIE customers include, but are not limited to:</p> <ul style="list-style-type: none"> • State of Nevada DHHS Agencies • Health Care Financing and Policy (HCFP – Medicaid) • Public and Behavioral Health (PBH) • Aging and Disability Services (ADSD) • Child and Family Services (CFS) • Welfare and Supportive Services (WSS) • Nevada’s four State and Local Public Health Departments • Commercial/private HIEs (i.e., end-to-end integration of EHR to HIE to HIE to EHR) • Federal health partners (e.g., Veteran Affairs, Indian Health Service, DoD, NIH, CDC, etc.) • Health plans/payers (e.g., HMOs, PPOs, ERISAs and PEBP, etc.) 	

ID Number	Category	Requirement	Vendor Response
		<ul style="list-style-type: none"> • Healthcare providers (e.g., physician practice and hospital EHRs, closed IDN HIEs, specialist EHRs, dentists, etc.) • Accountable Care Organizations (ACOs) • Patient consumer organizations • Laboratories • Radiology Centers • Federally Qualified Health Centers • Retail Clinics • Telemedicine/Telemonitoring Service Providers and Devices • Education and research entities (e.g., NSHE, Nevada Cancer Institute, Nevada State College, and Touro University, etc.) • Mental Health providers • Others to be identified 	
12.4.	Work Orders	All Work Orders shall be developed and agreed upon by both NV-HIE and the HIE Contractor.	
12.5.	Integration Services	Contractor shall establish physical connections between Contractor data center and data centers of Qualified Participants. This includes all physical environment of DEV, TEST, PRE-PROD, and PROD.	
12.6.	Interface	Contractor shall provide tools and procedures for	

ID Number	Category	Requirement	Vendor Response
	Services	retaining and managing test data necessary to validate new interfaces as well as to support regression testing following system revisions and maintenance.	
12.7.	Interface Services	Contractor shall implement requested interfaces with Qualified Participants within four (4) weeks of Work Order agreement, unless otherwise agreed. This assumes full co-operation of Qualified Participant.	

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APPENDIX F – CONTRACT ELEMENT: ADMINISTRATIVE, REPORTING AND OPERATIONAL SUPPORT SERVICES SUPPORTING REQUIREMENTS

ID Number	Category	Requirement	Vendor Response
13.1.	Performance Plan	The HIE Contractor shall provide recommendations and reasoning for adopting specific HIE performance standards.	
13.2.	Performance Plan	The HIE Contractor shall document and implement a HIE system Performance Plan, including performance metrics (both functional and infrastructure related metrics), levels, and maintenance activities.	
13.3.	Performance Plan	The HIE Contractor shall document and define ongoing performance testing to support capacity planning and demonstrated increased scale in test and production environments.	
13.4.	Reporting	The HIE Contractor shall provide specific types of HIE reporting capabilities they have available to enable NV-HIE to monitor the performance and usage of the HIE solution allowing NV-HIE to report statistics to state and Federal authorities as may be required, including monthly, quarterly, and annual operations summaries.	
13.5.	Reporting	The HIE Contractor shall monitor key areas of the HIE solution as defined and as requested by NV-HIE with emphasis, tracking, and reporting on specific HIE activities/transactions on a regular and on-going basis.	
13.6.	Reporting	The HIE Contractor shall provide reporting capabilities on data access and transmission events.	

ID Number	Category	Requirement	Vendor Response
13.7.	Reporting	The HIE Contractor shall track the HIE solution's transaction statistics and continuously monitor the system with key alert thresholds that will prompt additional surveillance and/or intervention.	
13.8.	Reporting	The HIE Contractor shall be required to support the annual statewide program evaluation and Grant reporting by providing access to necessary information about the HIE system performance. DHHS and NV-HIE may assign a third party to conduct the evaluation.	
13.9.	Reporting	The HIE Contractor shall incorporate all necessary data analysis and reporting solution components to enable the required evaluation planning and reporting in the annual statewide program evaluation.	
13.10.	Reporting	The HIE Contractor shall examine system and error logs daily to minimize and predict system problems and initiate appropriate action.	
13.11.	Reporting	The HIE Contractor shall provide oversight of operator logs and ensure that the logs are checked on a regular base and against the Operating procedures.	
13.12.	Reporting	The HIE Contractor shall provide the capability for current and planned capabilities for standard and specialized audit reports and/or on-line inquiries, including recommendations for and implementation of a process to establish specific data to be consolidated/presented that will facilitate effective auditing controls over the implementation of security measures by Qualified Participant systems, and the inspection by the HIE Contractor and or other	

ID Number	Category	Requirement	Vendor Response
		Contractor as directed by NV-HIE of audit trails of end user activity of the HIE solution.	
13.13.	Support Services	The HIE Contractor shall provide help desk and technical diagnostic services 24x7x365. Such services should have a defined escalation path, response times, ticketing system with tracking, and management reporting back to the NV-HIE.	
13.14.	Support Services	The HIE Contractor shall provide a ticketing system that offers open and closed ticket reporting services. The Contractor shall train designated NV-HIE staff on the ticketing system and provide ongoing access for those designated NV-HIE staff.	
13.15.	Support Services	The HIE Contractor shall provide inbound caller support email satisfaction survey tools.	
13.16.	Support Services	The HIE Contractor shall provide a ticketing system that tracks call volume by issue to help pinpoint trouble areas.	
13.17.	Support Services	The HIE Contractor shall provide a ticketing system to track help desk statistics for ticket open time vs. time closed, knowledge, and resolution.	
13.18.	Support Services	The HIE Contractor shall provide a ticketing system that offers management dashboard access and reporting to track availability and key performance indicators.	
13.19.	Support Services	The HIE Contractor shall provide a ticketing system to provide “opt out” end user surveys.	
13.20.	Support Services	The HIE Contractor shall provide a ticketing system	

ID Number	Category	Requirement	Vendor Response
		that allows for automatic scheduled progress reports.	
13.21.	Support Services	The HIE Contractor shall provide evidence of industry governing body certification and industry recognized certifications for help desk functions.	
13.22.	Support Services	The HIE Contractor shall provide multiple communication tools for end user support: phone, chat, email, video, and instant messaging as part of a unified communication system.	
13.23.	Support Services	The HIE Contractor shall document, demonstrate and provide multi-tiered support staff based upon experience levels/certification.	
13.24.	Support Services	The HIE Contractor shall support the system to offer a knowledge base of common problems to end-users.	
13.25.	Support Services	The HIE Contractor shall document, deliver to NV-HIE, and use a methodology for estimating support staff required at different times of day, and key factors, such as the number of HIE users, participating providers, etc., which will impact the staffing levels required to provide the necessary support for the HIE solution.	
13.26.	Support Services	The HIE Contractor shall provide HIE staff support training as needed and at regular intervals for the duration of the contract, (web-based and classroom) for HIE operations, help desk, and technical support staff for all services provided.	
13.27.	Training & Education	The HIE Contractor shall provide all training necessary to educate NV-HIE staff on the solution architecture and design; implementation approach;	

ID Number	Category	Requirement	Vendor Response
		NV-HIE roles/responsibilities; and system development/testing tools.	
13.28.	Training & Education	The HIE Contractor shall also provide all training necessary to educate qualified NV-HIE and DHHS in the HIE Contractor’s tools, processes, and solutions so those staff are able to develop, configure, and implement interfaces between the HIE system and a Qualified Participant’s system.	
13.29.	Training & Education	The HIE Contractor’s developed training for Qualified Participants shall include training on the secure use of the Contractor’s HIE solution as well as the process for promptly reporting to the HIE Contractor any suspected security incidents, unauthorized use of or access to the system, and any unauthorized access, disclosure, loss, or destruction of information accessed, distributed or stored within the HIE technology solution (collectively referred to as “Incidents”).	
13.30.	Training & Education	The training materials shall be updated as necessary (such as system upgrades and changes in features/functionality upon request by NV-HIE.	
13.31.	Support Services	The HIE Contractor shall provide a mechanism to provide HIE operations/support services with Qualified Participants and HIE participants.	
13.32.	Training & Education	The HIE Contractor shall provide web-based training for Qualified Participants, HIE Participants, and end user providers (including their staff) and present self-service tutorials for all types of HIE participants as determined by NV-HIE and for all services provided.	

ID Number	Category	Requirement	Vendor Response
13.33.	Training & Education	The HIE Contractor shall provide training to Qualified Participants, NV-HIE staff, DHHS staff, and NV-HIE-designated contractors in accordance with a NV-HIE-approved Training Plan.	
13.34.	Training & Education	The Training Plan must include a training schedule, estimated number of trainees via each modality, key personnel, and other staff responsible for the work, and curriculum materials.	
13.35.	Training & Education	The HIE Contractor shall update the Training Plan and delivery of training/re-training at least annually (for the duration of the contract) to address refinements to services, any additional services, and developments in HIE Query-Based Exchange services.	
13.36.	Training & Education	Training shall be offered as online support, phone and email support, on-site training, or any combination thereof.	
13.37.	Training & Education	<p>At a minimum, training topics shall include:</p> <ul style="list-style-type: none"> ● NV-HIE Enrollment. ● HIE Services. ● Registration. ● Managing ILPD/ELPD entries. ● Updating ILPD/ELPD entries. ● Logging into the system. ● Data transport. 	

ID Number	Category	Requirement	Vendor Response
13.38.	Training & Education	The HIE Contractor shall provide hard and electronic versions of training materials.	
13.39.	Training & Education	The HIE Contractor shall provide a training approach that will support initial and ongoing training requirements.	
13.40.	Training & Education	The HIE Contractor shall provide staff education to maintain the confidentiality of sensitive information.	
13.41.	Training & Education	The HIE Contractor shall identify the category of students that will need to be trained and curriculum tracks for students that will need to be trained.	

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APPENDIX G – CONTRACT ELEMENT: BUSINESS DEVELOPMENT SUPPORTING REQUIREMENTS

ID Number	Category	Requirement	Vendor Response
14.1.	Integration Services	The HIE Contractor shall be a willing partner in supporting the growth of NV-HIE customers connected directly into the HIE solution. NV-HIE is requesting that HIE Contractors provide technical sales support (e.g., demonstration assistance, demonstration environment) during the early stages of business launch as well as during market entry of new value-add services that the HIE Contractor is supporting.	
14.2.	Business Development Support	The demonstration environment shall be made available to demonstrate HIE capabilities to prospective participants at least until NV-HIE has demonstration platform.	
14.3.	Business Development Support	Demonstration Support: Until NV-HIE staff are trained and proficient in the demonstration of the HIE capabilities, the HIE Contractor is requested to provide support during planned meetings, conferences, and other demonstration settings. Support will be by phone unless otherwise agreed and requests for support within a two-week notice.	
14.4.	Environments	The HIE Contractor shall make a demonstration environment available within three weeks of contract execution. The demonstration environment must be in place and accessible to NV-HIE staff within three weeks of contract execution.	
14.5.	Environments	The demonstration environment shall consist of operational HIE user interfaces that can be used in meetings, conferences, and other demonstration	

ID Number	Category	Requirement	Vendor Response
		<p>situations to present the full capabilities of the HIE solution. The environment must be populated with enough simulated patient data to be able to fully demonstrate the HIE capabilities as well as any other value-added services that the HIE Contractor recommends (e.g., EHR capabilities).</p>	

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APPENDIX H – CONTRACT ELEMENT: OUTREACH SERVICES AND PROMOTIONAL MATERIALS SUPPORTING REQUIREMENTS

ID Number	Category	Requirement	Vendor Response
15.1.	Outreach Services	The HIE Contractor shall support NV-HIE’s communication and outreach efforts focused on rapid enrollment and adoption of NV-HIE services. The expected support includes: advice on what has worked for other statewide HIEs; content regarding HIE success stories	
15.2.	Buy-in on Patient Consent	Support NV-HIE in gaining patient-consent buy-in from Nevada’s citizens.	
15.3.	Outreach Materials	The Contractor shall assist with developing outreach materials and marketing artifacts.	

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APPENDIX I – GLOSSARY OF TERMS

Term/Acronym	Definition
APIs (Application Programming Interfaces)	Specifications of how some software components should interact with each other. A library that includes specification for routines, data structures, object classes, and variables.
ATNA (Audit Trail and Node Authentication) Integration Profile	Establishes security measures that provide patient information confidentiality, data integrity, and user accountability.
BPPC (Basic Patient Privacy Consents)	Provides a mechanism to record the patient privacy consent(s) and a method for content consumers to use to enforce the privacy consent appropriate to the use.
Break the Glass Functionality	The purpose of this feature, as an added level of security, is to force anyone attempting to access a patient's record at a certain security level to go through a separate procedure before the information is revealed.
Business Day	Any day in which NV-HIE is open and conducting business, but shall not include weekend days or any day on which one of NV-HIE holidays are observed.
CCD (Continuity of Care Documents)	An XML-based markup standard intended to specify the encoding, structure, and semantics of a patient summary clinical document for exchange.
CCHIT (Certification Commission for Health Information Technology)	CCHIT is recognized by the National Institute of Standards and Technology as an Accredited Testing Laboratory (ATL) and by the U.S. Department of Health and Human Services as an Authorized Certification Body (ONC-ACB) for certifying EHRs to support Meaningful Use.
CCR (Continuity of Care Records)	Generated by health care practitioners based on their views of the data they may want to share. The CCR document is used to allow

Term/Acronym	Definition
	timely and focused transition of information to other health professionals involved in the patient's care. Aims to increase the role of the patient in managing their care and reduce error while improving continuity of care.
Change Management/Change Management Process	A process that facilitates the organized planning, development, and execution of modifications and enhancements to the HIE solution and scope of Work. The primary goals are to support the process of changes with minimal disruption to services and to enable traceability of the change(s). This process ensures that changes to the HIE are introduced in a controlled and coordinated manner, and reduces the possibility that unnecessary changes will be introduced to a system without proper planning.
Change Request	A document detailing the addition or modification to the agreed-upon Deliverables and/or associated functionality for a system. It is a critical component of the Change Management Process, and states what needs to be accomplished rather than how the change will be executed.
Contract	The agreement that is entered into as a result of this procurement.
Contractor	The Offeror selected as a result of this procurement to complete the Work contained in the Contract. The individual or entity solely responsible for completion of all Work to be performed in the Contract, regardless of whether Subcontractors are used.
Contract Amendment	Any written alteration in the specification, delivery point, rate of delivery, contract period, price, quantity, or other contract provisions of any existing contract, whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties to the contract.

Term/Acronym	Definition
	It shall include bilateral actions, such as change orders, administrative changes, notices of termination, and notices of the exercise of a contract option.
Contractor	A general term to describe the entity that is paid to provide the scope of Work.
Cost Proposal	The competitive cost document in which an Offeror proposes its costs for the scope of Work described in the RFP.
Customer	A customer is the primary end-user for the HIE.
Deliverables	Items identified in the Contract to be delivered by the Contractor to NV-HIE, including Work products throughout the term of the Contract that may or may not be tied to a payment.
Designee	A duly authorized representative of a person holding a superior position.
Direct Secure Messaging	A simple, secure, scalable, standards-based way for participants to send authenticated, encrypted health information directly to known, trusted recipients over the Internet.
Effective Date	The date on which the NV-HIE CEO or his or her Designee signs the Contract.
eHealth Exchange	Formerly the Nationwide Health Information Network. An initiative for the exchange of healthcare information.
EHR (Electronic Health Record)	The systematic collection of electronic health information about individual patients or populations. It is a record in digital format that can be shared across different health settings.
FAQs (Frequently Asked Questions)	A list of commonly asked questions and their respective answers.

Term/Acronym	Definition
HIE (Health Information Exchange)	<p>Verb: The secure electronic movement of health-related information between and among disparate organizations in accordance with nationally-recognized standards.</p> <p>Noun: An organization that provides services which enable the secure electronic movement of health-related information between and among disparate organizations.</p>
HISP (Health Information Service Provider)	Gateways to connecting EHRs and HIEs, through a common approach to data transport, a routing directory, and a certificate management process that creates a trust fabric.
HIO (Health Information Organization)	A multi-stakeholder organization created to facilitate a health information exchange (HIE).
IHE (Integrating the Healthcare Enterprise)	An initiative by healthcare professionals and industry to improve the way computer systems in healthcare share information.
IIHI (Individually Identifiable Health Information)	Information that is created or received by a healthcare provider, health plan, employer, or health care clearinghouse. Relates to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual. Identifies the individual or with respect to which there is reasonable basis to believe that information can be used to identify the individual.
ITIL (Information Technology Infrastructure Library)	A set of practices for IT service management that focuses on aligning IT services with the needs of business.
Key Personnel	The position or positions that are specifically designated as such in the Contract.
Milestone	A significant point, event, or achievement that reflects progress toward completion of a

Term/Acronym	Definition
	process, phase, or project.
NSTIC (National Strategy for Trusted Identities in Cyberspace)	A Federal initiative to create secure online identities for Americans in cyber space, aiming to create an environment in which individuals and organizations can complete online transactions with confidence that the individual with whom they are conducting business is not another individual.
Offeror	Any individual or entity that submits a proposal, or intends to submit a proposal, in response to this procurement.
Prime Contractor	The Offeror selected as a result of this procurement to complete the Work contained in the Contract. The individual or entity solely responsible for completion of all Work to be performed in the Contract, regardless of whether Subcontractors are used. See Contractor.
Procurement	The act of procuring a service and the process (RFP planning, development or evaluation) or planning activities for an upcoming solicitation.
Proprietary Information	Confidential material, knowledge, or information that the contracted parties wish to share with one another for certain purposes, but wish to restrict access to or by third parties.
Qualified Participants	Qualified Participants are entities, including healthcare providers, governmental agencies, insurers, and other organizations that meet an established set of criteria and have gone through a privacy and security approval process. Qualified Participants will be given permission to access, consume and make available HIE services on the NV-HIE network.
RACI Chart (Responsibility Assignment Matrix)	Defines roles and responsibilities in completing tasks or deliverables.

Term/Acronym	Definition
RFP (Request for Proposals)	An invitation presented for suppliers/contractors, often through a bidding process, to submit a proposal on a specific commodity or service. The RFP is issued at an early stage in a procurement process, and the process brings structure to the procurement decision and is meant to allow the risks and benefits to be identified clearly up front.
SaaS (Software as a Service)	A software delivery model in which software and associated data are centrally hosted on the cloud.
Sandbox	This is an Information Technology (IT) nickname for an online environment typically used by a Development Team in which code or content changes can be tested without affecting the original system. It's a separate testing area/environment.
SOAP (Simple Object Access Protocol)	A protocol specification for exchanging structured information in the implementation of web services in computer networks.
SOAP Envelope	Defines what is in the SOAP message and how to process it.
Software	A set of programs, procedures, algorithms and its documentation concerned with the operation of a data processing system. Program software performs the function of the program it implements, either by directly providing instructions to the computer hardware or by serving as input to another piece of software.
Statewide Health Information Exchange System	Pursuant to NRS 439.586, Statewide health information exchange system means the system established pursuant to NRS 439.581 to 439.595, inclusive, for the electronic movement, storage, analysis and exchange of electronic health records, health-related information and related data.

Term/Acronym	Definition
Subcontractor	Any person or entity undertaking part of the Work under the terms of the Master Contract, by virtue of agreement with the Prime Contractor. NV-HIE must approve all subcontractors, in writing, prior to any agreement(s) with the Prime Contractor.
Technical Proposal	The competitive technical bid document in which an Offeror proposes how its system will meet the processing requirements for the HIE.
Work	The tasks and activities the Contractor is required to perform to fulfill its obligations under the Contract, including the performance of any services and delivery of any goods.
Workers	Includes employees of the HIE Contractor and any subcontractors, employees, designees, assignees, consultants, and independent contractors.
XDS (Cross-Enterprise Document Sharing Standards)	Facilitates the registration, distribution, and access of patient electronic health records across health enterprises.

APPENDIX J – INDUSTRY STANDARDS

Standard	Link/Description
ASC X12	Accredited Standards Committee X12 EDI
ASTM	American Society for Testing and Materials
CCR	Continuity of Care Record
CAQH	Council for Affordable Quality Healthcare
CORE	Committee on Operating Rules for Information Exchange
CDC	Centers for Disease Control and Prevention (CDC)
IM v2.3.1	Implementation Guide for Immunizations Data Transactions using Version 2.3.1 of the Health Level Seven (HL7) Standard Protocol Version 2.2
IM v2.5.1	Centers for Disease Control and Prevention Implementation Guide for Immunizations Data Transactions using Version 2.5.1 of the Health Level Seven (HL7) Standard Protocol Version 1.0
ELR v.2.5.1	Implementation Guide for Electronic Lab Reporting to Public Health using Version 2.5.1 of the Health Level Seven (HL7)
DICOM	Digital Imaging and Communications in Medicine
HITSP	Healthcare Information Technology Standards Panel
C19	HITSP Entity Identity Assertion Component
C28	Emergency Encounter Summary Document Component
C32	Summary Documents Using HL7 Continuity of Care Document (CCD) Component
C36	Lab Result Message Component
C37	Lab Report Document Component
C38	Patient Level Quality Data Document Using IHE Medical Summary (XDS-MS) Component
C41	Radiology Result Message Component
C44	Secure Web Connection Component
C48	Encounter Document Using IHE Medical Summary (XDS-MS) Component
C62	Unstructured Document Component
C70	Immunization Query and Response Component
C72	Immunization Message Component

Standard	Link/Description
C78	Immunization Document Component
C84	Consult and History & Physical Note Component
C105	Patient Level Quality Data Document Using HL7 Quality Reporting Document Architecture (QRDA) Component
C163	Laboratory Order Message Component
CAP 93	Scheduling Message Capability
CAP 99	Communicate Lab Order Message Capability
CAP 117	Communicate Ambulatory and Long Term Care Prescription Capability
CAP 118	Communicate Hospital Prescription Capability
CAP 119	Communicate Structured Document Capability
CAP 120	Communicate Untrusted Document Capability
CAP 121	Communicate Clinical Referral Request Capability
CAP 122	Communicate Clinical Referral Request Capability
CAP 123	Retrieve Existing Data Capability
CAP 126	Communicate Lab Results Message Capability
CAP 127	Communicate Lab Results Capability
CAP 128	Communicate Imaging Information Capability
CAP 129	Communicate Quality Measure Data Capability
CAP 130	Communicate Quality Measure Specification Capability
CAP 135	Retrieve and Populate Form Capability
CAP 138	Retrieve Pseudonym Capability
CAP 140	Communicate Benefits and Eligibility Capability
CAP 141	Communicate Referral Authorization Capability
CAP 142	Retrieve Communications Recipient Capability
CAP 143	Manage Consumer Preference and Consents Capability
IS01	Electronic Health Records Laboratory Results Reporting Interoperability Specification
IS02	Biosurveillance Interoperability Specification
IS03	Consumer Empowerment and Access to Clinical Information via Networks Interoperability Specification
IS04	Emergency Responder EHR Interoperability Specification
IS05	Consumer Empowerment and Access to Clinical Information via Media Interoperability Specification
IS06	Quality Interoperability Specification
IS07	Medication Management Interoperability Specification
IS08	Personalized Healthcare Interoperability Specification
IS09	Consultations and Transfers of Care Interoperability Specification
IS10	Immunizations and Response Management Interoperability Specification

Standard	Link/Description
IS11	Public Health Case Reporting Interoperability Specification
IS12	Patient-Provider Secure Messaging Specification
IS77	Remote Monitoring Interoperability Specification
IS91	Maternal and Child Health Interoperability Specification
IS92	Newborn Screening Interoperability Specification
IS98	Medical Home Interoperability Specification
IS107	EHR Centric Interoperability Specification
IS158	Clinical Research Interoperability Specification
HL7	Health Level Seven
CCD	Continuity of Care Document
CDA	Clinical Document Architecture
QRDA	Quality Reporting Document Architecture
C-CDA	Consolidated CDA
IEEE	Institute of Electrical and Electronics Engineers
IHE	Integrating the Healthcare Enterprise
ATNA	Audit Trail and Node Authentication
BPPC	Basic Patient Privacy Consents
CRD	Clinical Research Data Capture
CT	Consistent Time
IC	Immunization Content
PDQ	Patient Demographic Query
PIX	Patient Identifier Cross Referencing (PIX)
PWP	Personnel White Pages
QED	Query for Existing Data
XCA	Cross Community Access
XD-LAB	Sharing Laboratory Results
XDM	Cross-Enterprise Document Media Interchange
XDR	Cross-Enterprise Document Reliable Interchange
XDS	Cross Enterprise Document Sharing
XDS-I	Cross-Enterprise Document Sharing for Imaging
XDS-MS	Cross-Enterprise Document Sharing of Medical Summaries
XDS-SD	Cross-Enterprise Document Sharing of Scanned Documents
XPHR	Exchange of Personal Health Record Content
XUA	Cross Enterprise User Authentication (HITSP C19)
XUA++	Cross-Enterprise User Assertion - Attribute Extension (XUA++)
PIXv3	Patient Identifier Cross-Reference HL7 V3 (PIX V3)

Standard	Link/Description
PDQv3	Patient Demographic Query HL7 V3 (PDQ V3)
PAM	Patient Administration Management (PAM)
EUA	Enterprise User Authentication (EUA)
HPD	Healthcare Provider Directory (HPD)
HPD+ (S&I/NwHIN)	Patient Identifier Cross-Reference HL7 V3 (PIX V3)
XCPD	Cross-Community Patient Discovery (XCPD)
XDW	Cross-Enterprise Document Workflow (XDW)
XCF	Cross-Community Fetch (XCF)
MPQ	Multi-Patient Queries (MPQ)
DSG	Document Digital Signature (DSG)
DEN	Document Encryption (DEN)
DSUB	Document Metadata Subscription (DSUB)
SVS	Sharing Value Sets (SVS)
XAD-PID	XAD-PID Change Management (XPID)
NAV	Notification of Document Availability (NAV)
ISO TC 215	International Organization for Standardization Technical Committee for Health Informatics
EHealth Exchange	eHealth Exchange
ACP	Access Consent Policies Production Specification
AF	Authorization Framework Production Specification
QfD	Query for Documents Production Specification
RD	Retrieve Documents Production Specification
HIEM	Health Information Event Messaging Production Specification
MP	Messaging Platform Production Specification
PD	Patient Discovery Production Specification
WS	Web Services Registry Production Specification
GIPSE	Geocoded Interoperable Population Summary Exchange (GIPSE) Profile
HEIM	NHIN Gateway Health Information Event Messaging Service
NHIN Direct	Nationwide Health Information Network Direct
PQRI	Physician Quality Reporting Initiative
	-
Direct	Direct Project
	SMTP/IMAP/POP3
	XD*
	S/MIME

Standard	Link/Description
	HPD
	Certificate Policy
	-
S&I Framework	Standards and Interoperability Framework Initiative
DSP	Data Segmentation for Privacy
Pilots	Committed pilot project support
PD	Provider Directory
LRI	Lab Results Interface
TOC	Transitions of Care
QH	Query Health
esMD	Electronic Submission of Medical Documents
CI	Certificate Interoperability
LCC	Longitudinal Coordination of Care
PHR	Public Health Reporting
LOI	Lab Orders Interface
NIEM	http://en.wikipedia.org/wiki/National_Information_Exchange_Model
NCPDP	National Council for Prescription Drug Programs
OASIS	Organization for the Advancement of Structured Information Standards
ebRS	Organization for the Advancement of Structured Information Standards
ebRIM	Organization for the Advancement of Structured Information Standards
SAML	Security Assertion Markup Language
WS	Web Services Interoperability Organization

APPENDIX K – CONTRACTOR PROFILE

The Offeror shall provide a clearly organized summary table (Table K.1) of its organization information as noted in the instructions below. Use Table K.2, below to list Credentials.

Table K.1 Summary of Contractor Organizational Information

Full company or corporate name(s) and addresses. (In space below)	
Description of how the entity is organized (e.g. proprietorship, partnership, corporation) If you are a subsidiary of a larger organization provide the necessary information to understand the structure and governance.. (In space below)	
If you are the parent organization but expect perform the services envisioned in this RFP through one or more of your subsidiary. (In space below)	
If you are either a subsidiary or a parent you will utilize one or more of its subsidiaries. Please indicate if you are willing to guarantee performance of the subsidiary(s) if awarded the bid.	
Number and locations of data centers (in the space below). Please specify which centers will be used for disaster recovery and business continuity.	
State in which the Contractor is incorporated or otherwise organized to do business (in box at right).	

Length of time in business (in box at right):	
Nevada Business License Number (in box at right):	
KALS Ranking (if applicable):	
<p>If the Contractor, or any proposed subcontractor, has had a contract terminated for default during the past three years under its current or any former organization name(s), all such instances must be described as required below. Termination for default is defined as notice to stop performance due to the Contractor's nonperformance or poor performance. Submit full details of all terminations for default experienced by the Contractor, or any proposed subcontractor, during the past 36 months prior to the due date of this proposal, including the other party's name, address and telephone number. The response to this subsection must present the Contractor's position on the matter. If no such terminations for default have been experienced in the past three years, then so declare in the space below.</p>	
<p>If at any time during the past three years, the Contractor under its current or any former organization name(s), has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred in the past three years prior to the deadline for proposals for this RFP, then so declare in the line below.</p>	

Table K.2 HIE Contractor Experience

Client Name	Type of HIE (Regional HIE Statewide HIE, Federal HIE, Enterprise (single hospital system).	List of HIE Capabilities/ Services Provided (indicate if Contractor provides as hosted or SaaS solution)	Date Contract Signed	Date HIE Went into Production	Number of Integrated Participants	Current Status of HIE Implementation (include: monthly transactions

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Figure K.3 – Letter of Intent Narrative Template

Instructions: Offeror shall use the following template for the Letter of Intent Narrative. The Narrative shall not exceed 5 pages.

Section 1 – Offeror Introduction and HIE Solution and Services Summary

[Provide an Introduction to the Offeror and the HIE solution approach]

Section 2 – Offeror’s Experience

[Provide a description of the Offeror’s experience, including a minimum of three years experience in developing, implementing, and integrating HIE solutions.]

Section 3 – Description of Offeror’s Solution

[Provide A description of HIE systems implemented by the Offeror and extent of participant integration. The description shall include the core functionality included with the HIE solution.]

Section 4 - Offeror’s Ability to provide a Service-Based Approach

[Provide a description of the Offeror’s abilities to provide a hosted, HIE solution using a service-based approach.]

Section 5 - Offeror’s Ability to provide a Proven Solution

[Provide a description of the Offeror’s abilities to provide a working, proven system in the HIE marketplace.]

Section 6 – Closure (as needed)

APPENDIX L– USE CASES FOR PROPOSAL SUBMISSION REQUIREMENT

ID Number	Topic	Use Case	Description of Offeror’s solution
1.	Lab Ordering Process and Transaction set	Provider creates a lab order transaction set, containing but not limited to the following: Lab Order, Test Information, Diagnosis, Patient Information, Insurance Information, Patient History (for pathology labs), and “Copy To” information.	
2.	Lab Ordering Process and Transaction set	Provider sends order to lab via the HIE (e.g., provider and lab are both connected directly to NV-HIE) and/or Network (e.g., provider and/or lab are connected via one or more independent HIEs as well as NV-HIE).	
3.	Lab Ordering Process and Transaction set	Specimens are received at the lab.	
4.	Lab Ordering Process and Transaction set	The lab received any orders submitted via the HIE.	
5.	Lab Results Delivery to Providers and Other Authorized Persons	Lab creates a results transaction set: Test Results, Comments, Normal Range (optional), Pathology Data (optional), Other Segments (optional), Performing Lab Information, “Copy To” information.	
6.	Lab Results Delivery to Providers and Other Authorized	Lab sends results transaction set to ordering provider and any approved agents/”copy to’s” as directed and designated by the ordering provider via the HIE.	

ID Number	Topic	Use Case	Description of Offeror's solution
	Persons		
7.	Lab Results Delivery for Public Health Reporting	Lab creates the Public Health Lab Results Transaction Set in their LIS/HIS, which includes: Test Results, Patient Demographic Data, Comments, Normal Range (optional), Pathology Data (optional), Other Segments (optional), and Performing Lab Information	
8.	Lab Results Delivery for Public Health Reporting	Lab sends Public Health Lab Results transaction set via HIE services.	
9.	Lab Results Delivery for Public Health Reporting	Public Health receives results and incorporates them into their records/databases.	
10.	Integration of Lab data	Send and receive lab results between providers when Provider 1 is connected directly to NV-HIE (operated and maintained by HIE Contractor) and the Lab (Provider 2) is connected directly to NV-HIE system (operated and maintained by HIE Contractor).	
11.	Integration of Lab data	Send and receive lab results between providers when Provider 1 connected directly to NV-HIE (operated and maintained by HIE Contractor) and the Lab (Provider 2) is connected directly to an independently operated HIE system (operated and maintained by a different HIE vendor).	
12.	Integration of Lab data	Send and receive lab results between providers when Provider 1 is connected directly to an independently operated HIE system (operated and maintained by a different HIE Contractor) and the Lab connected	

ID Number	Topic	Use Case	Description of Offeror's solution
		directly to NV-HIE (operated and maintained by HIE Contractor).	
13.	Integration of Lab data	Send and receive lab results between providers when both Provider and the Lab (Provider 2) are connected directly to an independently operated HIE system (operated and maintained by a different HIE vendor) and Lab result identifies a reportable disease that must be communicated to Nevada Public Health via NV-HIE (operated and maintained by HIE Contractor).	
14.	Patient inquiry	As part of the intake process, provider queries NV-HIE in the for "medication history." Service responds with medication history, presented in a useful and meaningful way. Provider reviews the information and identifies medications prescribed but not filled, potential interactions, medications to continue/discontinue, refills, etc.	
15.	Integration of Medication data	Send and receive medication results between providers when Provider 1 is connected directly to NV-HIE (operated and maintained by HIE Contractor) and the Medication (Provider 2) information source(s) is connected directly to NV-HIE (operated and maintained by HIE Contractor).	
16.	Integration of Medication data	Send and receive medication results between providers when Provider 1 is connected directly to NV-HIE (operated and maintained by HIE Contractor) and the Medication information source(s) (Provider 2) is connected directly to an independently operated HIE system (operated and maintained by a different HIE vendor).	

ID Number	Topic	Use Case	Description of Offeror's solution
17.	Integration of Medication data	Send and receive medication results between providers when Provider 1 is connected directly to an independently operated HIE system (operated and maintained by a different HIE vendor) and Medication (Provider 2) information source(s) connected directly to NV-HIE (operated and maintained by HIE Contractor).	
18.	Integration of Radiology data	Send and receive radiology results between providers when Provider 1 is connected directly to NV-HIE (operated and maintained by HIE Contractor) and Radiology information source(s) (Provider 2) is connected directly to NV-HIE (operated and maintained by HIE Contractor).	
19.	Integration of Radiology data	Send and receive radiology results between providers when Provider 1 is connected directly to NV-HIE (operated and maintained by HIE Contractor) and Radiology information source(s) (Provider 2) is connected directly to an independently operated HIE system (operated and maintained by a different HIE vendor).	
20.	Integration of Radiology data	Send and receive radiology results between providers when Provider 1 is connected directly to an independently operated HIE system (operated and maintained by a different HIE vendor) and Radiology information source(s) (Provider 2) is connected directly to NV-HIE (operated and maintained by HIE Contractor).	
21.	Integration of eHealth	Send and receive eHealth Exchange data between providers when Provider 1 sending information is connected directly to NV-HIE (operated and	

ID Number	Topic	Use Case	Description of Offeror's solution
	Exchange data	maintained by HIE Contractor) and the Message destination utilizes eHealth Exchange for messaging and is connected directly to NV-HIE (operated and maintained by HIE Contractor).	
22.	Integration of eHealth Exchange data	Send and receive eHealth Exchange data between providers when Provider 1 sending information is connected directly to NV-HIE (operated and maintained by HIE Contractor) and the Message destination utilizes eHealth Exchange for messaging and is connected directly to an independently operated HIE system (operated and maintained by a different HIE vendor).	
23.	Integration of eHealth Exchange data	Send and receive eHealth Exchange data between providers when Provider 1 requesting information is connected directly to NV-HIE (operated and maintained by HIE Contractor) and Source(s) of information utilizes eHealth Exchange for messaging and is connected directly to NHIE's HIE system (operated and maintained by HIE Vendor).	
24.	Integration of eHealth Exchange data	Send and receive eHealth Exchange data between providers when Provider 1 requesting information is connected directly to NV-HIE (operated and maintained by HIE Contractor) and Message source utilizes eHealth Exchange for messaging and is connected directly to an independently operated HIE system (operated and maintained by a different HIE vendor).	

APPENDIX M- COST SHEETS

PRICING SCHEDULE A

Total Contract Price

Total Contract Cost

Description:

Pricing Elements

Start-Up, Implementation and System Configuration <i>(from Pricing Schedule B)</i>	\$
System Integration Services <i>(from Pricing Schedule C)</i>	\$
Software as a Service <i>(from Pricing Schedule D)</i>	\$
NV-HIE Total Contract Price.....	\$

Signature

Title

Date

NV-HIE will negotiate payment terms based upon a schedule to be determined by the Offeror and NV-HIE.

PRICING SCHEDULE B

Start-Up, System Implementation, and System Configuration Services Price

Start-Up, System Implementation, and System Configuration Services Cost Model

Description:

Pricing Elements

Start-Up and Planning Costs.....	\$	_____
System Implementation: Total Costs.....	\$	_____
<i>System Implementation: Testing Costs (For information only)</i>	\$	_____
<i>System Implementation: Training Costs (For information only)</i>	\$	_____
System Configuration Services.....	\$	_____
Total Start-Up, System Implementation, and System Configuration Services Cost	\$	_____

Signature

Title

Date

NV-HIE will negotiate payment terms based upon a schedule to be determined by the Offeror and NV-HIE.

PRICING SCHEDULE C
System Integration Services Pricing

System Integration Services Cost Model

Description:

Pricing Elements

System Integration Services Total Cost.....\$ _____

Price per Certified Participant Category (For information only).....\$ _____

Signature

Title

Date

NV-HIE will negotiate payment terms based upon a schedule to be determined by the Offeror and NV-HIE.

PRICING SCHEDULE D
Software as a Service Pricing

Software as a Service Cost

Description:

Pricing Elements

Software as a Service Total Costs (6- month period).....\$ _____
System Hosting Costs (For information only).....\$ _____
System Maintenance Costs (For information only).....\$ _____
Help Desk Support Costs (For information only).....\$ _____

Signature

Title

Date

NV-HIE will negotiate payment terms based upon a schedule to be determined by the Offeror and NV-HIE.

PRICING SCHEDULE E

HIE Enhancements Hourly Rate for Staffing Categories

The Offeror shall provide a firm blended hourly rate for each category of staff that may apply to any task order work or other contract work not included in the RFP scope of work. Staffing category rates shall be subject to an annual analysis of the market.

Hourly Rates for Additional Work	
Staff Category	Rate

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PRICING SCHEDULE F
Pricing for Optional Requirements

Optional Requirements

Description:

Pricing Elements

To be defined by Contract

.....\$-----

To be defined by Contract

.....\$-----

To be defined by Contract

.....\$-----

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APPENDIX N – CONTRACT DELIVERABLES

Below are critical Contract Deliverables identified in the RFP. This list is not exhaustive.

- Timeline – Section 9 and Appendix B
- Work Breakdown Structure (WBS) – Section 9 and Appendix B
- Project Plan – Section 9 and Appendix B
- Project Monitoring and Control approach – Section 9 and Appendix B
- Project Governance Structure and Responsibility Matrix – Section 9 and Appendix B
- Change Management Plan Template – Section 9 and Appendix B
- Change Request Form – Section 9 and Appendix B
- Risk Management Plan Template – Section 9 and Appendix B
- Risk Log – Section 9 and Appendix B
- Issue Management Approach – Section 9 and Appendix B
- Communication Management Approach
- Approach to Capturing and Documenting Solution Requirements – Section 9
- Training Plan – Appendix F
- Marketing and Outreach Materials – Appendix H
- Maintenance Plan – Appendix D
- Migration Plan for Direct Users – Appendix A, Requirement 8.6.2
- Turnover Plan – Appendix D, 11.37
- Security Plan – Appendix C
- Staffing Plan – Table 6.1.6, requirement 6.6
- Business Continuity Plan and Disaster Recovery Plan – Appendix D
- System Performance Plan – Appendix F, 13.2
- Service Level Agreement – Section 17
- Work Order Process and Forms – Multiple RFP Sections

NV-HIE

Board Member's Role

July 2, 2013

E. Alan Tiras, Esq.

Leadership

Management is doing things right;
leadership is doing the right things.

Peter F. Drucker

What is Leadership?

- Leadership is “influence”
 - Process by which a person influences others to accomplish a common goal or objective

Leadership – 4 Factors

- Leader –
 - Leader must understand themselves and their capabilities
 - Followers determine if the leader is successful

Leadership – 4 Factors

- Followers
 - Different people require different styles of leadership. Ex:
 - Experience Levels
 - Motivation Levels
 - Know your Followers!

Leadership – 4 Factors

- Communication –
 - Two-way
 - Non-verbal
 - Set the example!

Leadership – 4 Factors

- Situation
 - Different Situations require different techniques

Leadership - Authority

- Authority does not create Leadership
- Power does not create Leadership
- “INFLUENCE” creates Leadership

Board Leadership

Board Members must be LEADERS!

But remember –

Leadership is action, not position.

Donald H. McGannon

NV-HIE - Purpose

- Organized to provide oversight and governance of the statewide system for the authorized and secure electronic exchange of health information and to establish and maintain a sustainable governance and business structure which achieves broad-based public-private stakeholder collaboration with transparency and accountability while protecting the public interest.

Ten Basic Responsibilities of Boards (#1)

- Determine the Organization's Mission and Purposes
 - A statement of mission and purposes should articulate the organization's goals, means, and primary constituents services.
 - It is the Board's responsibility to create the mission statement and review it periodically for accuracy and validity.
 - Each Board Member should fully understand and support it.

Ten Basic Responsibilities of Boards (#2)

- Select the Chief Executive
 - Boards must reach consensus on the chief executive's job description and undertake a careful search process to find the most qualified individual for the position.

Ten Basic Responsibilities of Boards (#3)

- Support the Chief Executive and Assess his Performance
 - The Board should ensure that the chief executive has the moral and professional support he or she needs to further the goals of the organization.

Ten Basic Responsibilities of Boards (#4)

- Ensure Effective Organizational Planning
 - As stewards of an organization, boards must actively participate with the staff in an overall planning process and assist in implementing the plan's goals

Ten Basic Responsibilities of Boards (#5)

- Ensure Adequate Resources
 - One of the Board's foremost responsibilities is to provide adequate resources for the organization to fulfill its mission.
 - The Board should work in partnership with the chief executive and development staff, if any, to raise funds from the community

Ten Basic Responsibilities of Boards (#6)

- Manage Resources Effectively
 - The Board, in order to remain accountable to its donors and the public, must assist in developing the annual budget and ensuring that proper financial controls are in place.

Ten Basic Responsibilities of Boards (#7)

- Determine, Monitor and Strengthen the Organization's Programs and Services
 - The Board's role in this area is to determine which programs are the most consistent with an organization's mission, and to monitor their effectiveness

Ten Basic Responsibilities of Boards (#8)

- Enhance the Organization's Public Standing
 - An organization's primary link to the community, including constituents, the public and the media is the board
 - Clearly articulating the organization's mission, accomplishments and goals to the public are important elements of a comprehensive public relations strategy

Ten Basic Responsibilities of Boards (#9)

- Recruit and Orient New Board Members and Assess Board Performance
 - Boards must orient new board members to their responsibilities and the organization's history, needs and challenges.
 - By evaluating its performance in fulfilling its responsibilities, the Board can recognize its achievement and reach consensus on which areas need to be improved.

Ten Basic Responsibilities of Boards (#10)

- Ensure Legal and Ethical Integrity and Maintain Accountability
 - The Board is ultimately responsible for ensuring adherence to legal standards and ethical norms.
 - The Board must establish policies and adhere to the provisions of the organization's bylaws and articles of incorporation.

Board Member's Responsibilities

- Attend all board and committee meetings and functions, such as special events.
- Be informed about the organization's mission, services, policies and programs.
- Review agenda and supporting materials prior to board and committee meetings.
- Serve on committees or task forces and offer to take on special assignments.

Board Member's Responsibilities (Cont.)

- Suggest possible nominees to the board who can make significant contributions to the work of the board and the organization.
- Keep up-to-date on developments in the organization's field.
- Follow conflict of interest and confidentiality policies.
- Refrain from making special requests of the staff.
- Assist the board in carrying out its fiduciary responsibilities, such as reviewing the organization's annual financial statements.

Personal Characteristics of Board Members

- Ability to:
 - Listen
 - Analyze
 - Think clearly and creatively
 - Work well with people individually and in a group.

Personal Characteristics of Board Members (Cont.)

- Willing to:
 - Prepare for and attend board and committee meetings
 - Ask questions
 - Take responsibility and follow through on a given assignment
 - Contribute personal resources in a generous way according to circumstances
 - Evaluate oneself.

Personal Characteristics of Board Members (Cont.)

- Develop and utilize certain skills, such as to:
 - Cultivate and recruit board members and other volunteers
 - Read and understand financial statements
 - Learn more about the substantive program areas of the organization.

Personal Characteristics of Board Members (Cont.)

- Possess:
 - Honesty
 - Sensitivity to and tolerance of differing views
 - A friendly, responsive and patient approach
 - Community-building skills
 - Personal integrity
 - A developed sense of values
 - Concern for the non-profit's development
 - A sense of humor

Legal Responsibilities

- Board Members must meet certain standards of conduct and attention to carrying out his or her responsibilities to the organization.

Legal Responsibilities (Cont.)

- Duty of Care
 - Level of Competence that is expected of a board member.
 - Legal Standard – “Duty of care that an ordinarily prudent person would exercise in a like position and under similar circumstances.”
 - Board members owe a duty to exercise reasonable care when making a decision as a “steward” of the organization

Legal Responsibilities (Cont.)

- Duty of Loyalty
 - Standard of “faithfulness”
 - Board member must give undivided allegiance when making decisions affecting the organization.
 - Board Members can never use information obtained as a member for personal gain, but must act in the best interests of the organization.

Legal Responsibilities (Cont.)

- Duty of Obedience
 - Requires Board Members to be faithful to the organization's mission.
 - Not permitted to act in a way that is inconsistent with the central goals of the organization.

Conflict of Interest Policy

- Purposes
 - Protect NV-HIE's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director.
 - Transparency to the Public
 - Protect against conflicting Financial Interests

Conflict of Interest Policy

- What is “Financial Interest”?
 - A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
 - A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
 - A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.
 - Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

Conflict of Interest Policy

- A financial interest is not necessarily a conflict of interest

Conflict of Interest Policy (Cont.)

- Procedures to Determine Conflict of Interest
 - Duty to Disclose – interested person must disclose the existence of the financial interest and disclose material facts to others

Conflict of Interest Policy (Cont.)

- Determining Whether a Conflict of Interest Exists
 - After disclosure, remaining board members (out of the presence of disclosing party) discuss and vote on whether a conflict of interest exists (Article III, Section 2 of Sample NV-HIE Conflict of Interest Policy)

Conflict of Interest

- How to know if one exists
 - If you think it may, it probably does and should be evaluated.
 - Pass the “sniff” test?

Examples of Conflicts

- A Board Member's company receives a contract from the Organization
 - With other bids solicited?
 - With no other bids solicited?
 - With other bids solicited but with the Board Member voting in favor of his/her company?
 - With other bids solicited but with the Board Member abstaining from the vote?
 - With other bids solicited but with the Board Member absent from the meeting and abstaining from the vote

Conclusion

- Remember –
A leader leads by example, whether he intends to or not. *Unknown.*

BYLAWS
OF
NEVADA HEALTH INFORMATION EXCHANGE

ARTICLE I - NAME

The name of the Corporation is: **Nevada Health Information Exchange** (the "Corporation").

ARTICLE II - OFFICES

The principal office of the Corporation in the State of Nevada shall be located at _____, Nevada 89_____ or at such other place as shall be lawfully designated by the Board of Directors, hereinafter sometimes called the "Board." The Corporation may have such other offices, either within or without the State of Nevada, as the Board may designate or as the affairs of the Corporation may require from time to time.

ARTICLE III - CORPORATE PURPOSES

The purposes of the Corporation shall be to improve the health of people in the State of Nevada and the efficiency and effectiveness of the delivery of health care services in that region through the collaborative use of health information, and in so doing to operate exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding section of any future federal tax code; and generally to engage in any other lawful endeavor or activity in furtherance of any of the foregoing purposes.

ARTICLE IV – NO MEMBERS

The Corporation shall have no members. The Board may take any action which is permitted or required to be taken by members of a not-for-profit corporation under Nevada law by the affirmative vote of a majority of the entire Board, without the necessity of any prior action by the Board which would have otherwise been required by law for such action if there were members entitled to vote on such action.

ARTICLE V - BOARD OF DIRECTORS

1. General. The affairs of the Corporation shall be governed by a Board of Directors to be elected from time to time as stated herein. Each director shall be of legal age, and need not be a resident of the State of Nevada.

2. Number. The Directors of the Corporation shall initially consist of not less than seven (7) voting members and three (3) ex-officio nonvoting members. Provided that the Corporation has at least three (3) voting members, the number of Directors may at any time or times be increased or decreased by an affirmative vote of the Directors. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of that Director's term of office. Any change in the number of Directors shall take into consideration the length of term of that created or removed Director seat so that, as closely as possible, one-third of the Directors are to be elected at each annual meeting.

3. Vacancies. Vacancies occurring in the Board by death, resignation, refusal to serve, or otherwise, shall be filled for the unexpired term by election of one or more substitute directors by the remaining Directors. If the Directors remaining in office constitute less than a quorum of the Board, they may fill the vacancy by an affirmative vote of a majority of all Directors remaining in office at any duly called regular or special meeting.

4. Nomination and Election of Boards of Directors.

a. At each annual meeting of the Board of Directors, as close as possible to one third of the Directors shall be elected to serve a three (3) year term of office. At least forty-five (45) days before the annual meeting, the Chairman of the Board will submit to the Board, a slate of nominees for the nominating committee. The Board shall elect three (3) of the nominees to serve as the nominating committee whose service shall for a period of one (1) year. The nominating committee shall make nominations for individuals to serve as Directors. Each Director shall be given a list of the nominees at least ten (10) days prior to the annual meeting. Each Director shall be entitled to one (1) vote for each Director's position to be filled and the result will be determined by a vote equaling the number of the majority of the directors then in service. No person, who by virtue of having previously served as a director, shall be ineligible for election appointment in a subsequent term.

b. Election of nonvoting members. The nonvoting (ex-officio) members of the Board of Directors are initially the following:

1. Director of the Nevada State Department of Health and Human Services (or designee);
2. State Health IT Coordinator (or designee), as long as such position exists; and
3. The Corporation's CEO.

The number of nonvoting (ex-officio) members of the Board of Directors may be reduced should any of the aforementioned offices (except for the Corporation's CEO) cease to exist.

5. Resignation. Any Director may resign at any time by giving written notice to the President or the Secretary of the Corporation or to the Board of Directors. Such resignation shall take effect at the time specified or, if no time is specified, at the time of its acceptance as determined by the President or the Board.

6. Attendance Expectations. Board members are expected to attend all meetings of the Board whether, regular or specially called meetings, either in person or by the electronically provided means set forth herein. Board members who miss or who are not able to attend two (2) consecutive Board meetings or a minimum of at least three-fourths (3/4) of all Board Meetings during a 12-month period shall be subject to removal from the board.

7. Restrictions. No more than one Director may serve from any one organization from which that Director receives income or primary employment.

8. Terms. For the Incorporating Board of Directors, members will serve until such time as the Initial Board of Directors is duly elected. Members of the Initial Board of Directors will be elected for terms of one (1), two (2), or three (3) years, thereby assuring the establishment of classes of directors for subsequent Boards of Directors. After the completion of a one (1) or two (2) year term served on the initial board of directors, a Board member may serve two (2) consecutive, three (3) year consecutive terms.

The Board membership shall be divided, as equally as possible, into three classes consisting of staggered terms. A Board member may serve two (2) consecutive, three (3) year consecutive terms. Such retiring Board members will not be eligible for reelection to the Board for a period of one (1) year, except for those instances where the immediate past Chair may remain on the board for an additional year so as to serve in that capacity for the good of the organization.

9. Removal. At any time, by a majority vote of the Directors then serving, the Directors may remove, with or without cause, any Director and a successor may then and there be elected to fill such vacancy.

10. Indemnification. To the maximum extent permitted under Nevada law and as described in the Articles of Incorporation, the Corporation shall indemnify and hold harmless its directors, officers and agents, or former directors, officers and agents, as the case may be, as they are duly elected or appointed from time to time, from any and all damages, expenses, costs, attorneys fees or claims thereof arising out of or occurring in the performance of their work and activities on behalf of the Corporation excepting therefrom only willful misconduct or gross negligence of said persons and provided further that there shall be no right of subrogation against the Corporation by any insurance or other person by reason of this Bylaw or by any act or omission of any indemnified person; and each such indemnified person shall agree that there shall be no such right of subrogation as consideration for the benefit of this resolution which shall not otherwise apply to him.

Amounts paid in indemnification of expenses and liabilities may include, but not be limited to, attorney's fees and other fees, costs and disbursements, judgments, fines and penalties against, and amounts paid in settlement by such director, officer or employee. The Corporation may advance expenses or, where appropriate may itself undertake the defense of any director, officer, or employee, However such director, officer or employee shall repay such expenses if it should be ultimately determined that he or she is not entitled to indemnification hereunder.

The Board of Directors may also authorize the purchaser of insurance on behalf of any director, officer, employee or other agent against any liability incurred by him which arises out of such person's status as a director, offer, employee or agent, whether or not the Corporation would have the power to indemnify the person against the liability under law.

ARTICLE VI - MEETINGS OF THE BOARD

1. Place of Meeting. The meetings of the Board shall be held at the principal office of the Corporation or at any place within the United States that the Board may from time to time designate.

2. Annual Meeting. An annual meeting of the Board shall be held in the month of July at such time and place as may be designated by the Chair. The notice of the meeting shall give the date, time and place and designate it as the annual meeting.

3. Regular and Special Meetings. Regular meetings of the Board shall be held in the months of January, April and October, at such time and place as may be designated by the Chair. Special meetings of the Board of Directors shall be held whenever called by the Chair, or by a majority of the Directors then in office. Special meetings of the Board of Directors shall be held

at such place either within or without the State of Nevada, as shall be stated in the call of the meeting.

4. Telephonic Board Meetings. The Directors of the Corporation are authorized to participate in any regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting as specifically authorized by NRS 82.276 and a Director participating by this means shall be deemed present in person at the meeting.

5. Notice of Meetings. The Secretary shall give notice to each Director of each annual, regular or special meeting by mailing the same at least ten (10) days before the meeting to his/her address as shown by the records of the Corporation or by e-mail or faxing the same not less than ten (10) days before the meeting, which notice shall state the time and place of the meeting, including agenda items, and notification of actions expected to be taken. Every Director shall be present at any meeting or shall waive notice before, at or after any meeting by writing or by electronic means. Attendance by a Director at a meeting shall not constitute waiver of notice of such meeting if a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6. Quorum. A simple majority of the Board of Directors then in service and entitled to vote shall constitute a quorum for the purpose of a meeting. For any action to be taken by the Board a vote must be affirmed by a number constituting a majority of Directors then in service. Once a quorum is present to organize the meeting it shall continue in effect notwithstanding the subsequent withdrawal of any of those present unless the status of a quorum is questioned by a Director.

7. Organization. At all meetings of the Board of Directors, the Chair shall preside. The Secretary shall keep a record of the proceedings of the meetings. The Chair and Secretary shall do and perform such other duties as may from time to time be assigned to each of them, respectively by the Board of Directors.

8. Order of Business. The order of business at all meetings of the Board of Directors, unless otherwise determined by the affirmative vote of a majority of the members of such Board present, at any meeting, shall be determined by the Corporation's CEO.

ARTICLE VII - COMPENSATION OF DIRECTORS

Directors as such shall not receive any compensation for their services as Directors, but the Board may, by resolution, authorize reimbursement of reasonable expenses incurred in the performance of their duties. Such authorization may prescribe the procedure for approval and

payment of such expenses by designated officers of the Corporation. Nothing herein shall preclude Directors from serving the Corporation in any other capacity and receiving compensation for such services.

ARTICLE VIII – CONFLICTS OF INTEREST

1. Declaration of Conflict. Board members are to declare any known conflict of interest in the manner prescribed by the Chair.

2. Timing of Declaration of Conflict. Conflicts of interest must be declared by Board members prior to discussion of any matter that would provide direct financial benefit for that member, or otherwise have the appearance of a conflict of interest.

3. In the event that any director has a conflict of interest that might properly limit such director's fair and impartial participation in Board deliberations or decisions, such director shall inform the Board as to the circumstances of such conflict. If those circumstances require the non-participation of the affected director, the Board may nonetheless request from the director any appropriate nonconfidential information which might inform its decisions. "Conflict of interest," as referred to herein, shall include but shall not be limited to, any transaction by or with the Corporation in which a director has direct or indirect personal interest, or any transaction in which a director is unable to exercise impartial judgment or otherwise act in the best interests of the Corporation.

4. No director shall cast a vote, nor take part in the final deliberation in any matter in which he or she, members of his or her immediate family or any organization to which such director has allegiance, has a personal interest that may be seen as competing with the interest of the Corporation. Any director who believes he or she may have such a conflict of interest shall so notify the Board prior to deliberation on the matter in question, and the Board shall make the final determination as to whether any director has a conflict of interest in any matter. The minutes of the Board meeting shall reflect disclosure of any conflict of interest and the recusal of the interested director.

ARTICLE IX - REPORTS AND AUDITS

1. On or before December 31st of each year, prepare a report for the public summarizing the activities of the Corporation Board and the contributions of the Corporation and the statewide HIE system to the health of the residents of Nevada during the previous year.

2. Submit all reports required by federal law to the appropriate federal agency and in

a timely manner.

3. The Corporation shall provide for an annual audit of its functions and operations, and the results will be made public.

4. The Corporation is subject to audit by the Nevada Department of Health and Human Services.

ARTICLE X - COMMITTEES

1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate an Executive Committee, consisting of the officers of the Board, the immediate past Chairman of the Board of Directors, and additional at large members of the Board of Directors as desired by the Board. Any action taken by the Executive Committee shall require a unanimous vote of the entire Executive Committee and be presented at the next meeting of the full Board of Directors. The Board of Directors shall have such powers as the Board of Directors shall designate, except that the Executive Committee shall not have authority to:

- (a) Adopt, amend or repeal the Bylaws;
- (b) Fill vacancies on the Board.

The Executive Committee shall consider and, as appropriate, take action upon such other items as the board may designate (i.e., the scope of contracts, ability to borrow funds, etc.)

Each member of the Executive Committee shall serve at the pleasure of the Board. The designation of the Executive Committee and the delegation thereto of authority shall not relieve any Director of any responsibility imposed by law. The Executive Committee or any other committee shall report any actions taken to the next Board meeting following the taking of such action for ratification. So far as applicable, the provisions of these Bylaws relating to the conducting of meetings of the Board shall govern meetings of the Executive and other committees.

2. Audit Committee. The Chair, with the approval of the Board, shall appoint and elect an Audit Committee consisting of three (3) members of the Board of Directors, who shall be charged with the selection and oversight of an independent auditing firm to conduct an annual audit and to report the same to the Board, along with any other duties that may be assigned by the Board of Directors.

3. Other Committees and / or Advisory Bodies: The Board is authorized to establish other such committees or advisory bodies as may be deemed beneficial to achieve the mission of the organization and to assign such duties as may be desired for the good of the organization.

ARTICLE XI - OFFICERS

1. Election - Title - Term. The officers of the Corporation shall be a Chief Executive Officer (also known as the President for statutory filing purposes), a Chair, Vice Chair, a Secretary and a Treasurer, and such other officers and assistant officers as may be appointed pursuant to these Bylaws. Each officer shall be elected annually by the Board of Directors at its annual meeting from the Board of Directors, to serve until the next ensuing annual meeting, or until a successor shall have been duly elected and shall have qualified. Any two or more offices may be held by the same person, except the same person may not hold the offices of Chair and Secretary simultaneously.

2. Tenure of Officers. All officers, employees and agents shall be subject to removal at any time by the affirmative vote of a majority of all of the members of the Board.

3. Chair. The Chair shall be presiding officer of the Corporation. Subject to the direction of the Board of Directors, he/she shall have general oversight of the business and affairs of the Corporation. The Chair shall also do and perform such other duties and have such responsibilities as the Board may, from time to time, assign..

4. Vice Chair. The Board of Directors shall elect a Vice Chair. If so elected, the Vice Chair shall perform the duties and exercise the powers of the Chair if the Chair is absent or unable to act, subject to the control of and to the extent authorized by the Board of Directors. The Vice Chair shall also do and perform such other duties and have such responsibilities as the Board may, from time to time, assign.

5. Secretary. The Secretary shall have the custody and be in control of all of the books and records, of the Corporation, except those in the custody and control of the Treasurer and as otherwise provided by the Board of Directors, and shall perform all duties incident to the office of Secretary, subject to the control of the Board of Directors. He/she shall do and perform such other duties as may from time to time be assigned to him/her by the Board. If required by the Board, he/she shall give bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board may require. The Board shall have authority to appoint an Assistant Secretary if deemed necessary in the Board's discretion. The Secretary and any Assistant Secretary shall also do and perform such other duties and have such responsibilities as the Board may, from time to time, assign

6. Treasurer. The Treasurer shall have the custody and be in control of all of the funds and securities of the Corporation and the books and records related thereto, except and otherwise provided by the Board of Directors, and shall be responsible for all monies and other property of the Corporation in his/her custody, and shall perform all duties incident to the office of Treasurer, subject to the control of the Board of Directors. He/she shall do and perform such other duties as may from time to time be assigned to him/her by the Board. If required by the Board, he/she shall give bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board may require. The Board shall have authority to appoint an Assistant Treasurer if deemed necessary in the Board's discretion. The Treasurer and any Assistant Treasurer shall also do and perform such other duties and have such responsibilities as the Board may, from time to time, assign

7. Chief Executive Officer ("CEO"). The CEO (also known as the President for statutory filing purposes) shall be an *ex officio* member of the Board of Directors, Executive Committee and any other Committee or advisory body of the Corporation. The CEO / President shall have the authority to hire, fire and discipline employees and other personnel, oversee the allocation of financial resources with the budget set by the Board and under the constraints set by the board. The CEO / President shall also do and perform such other duties and have such responsibilities as the Board may, from time to time, assign and pursuant to the terms and conditions of any employment agreement then in effect between the Corporation and the CEO.

8. Vacancies. All vacancies among the executive officers from whatsoever cause shall be filled by the Board of Directors.

ARTICLE XII - CONTRACTS, CHECKS, DEPOSITS AND FUNDS

1. Authorization. The Board of Directors may authorize any officer or officers, agent or agents or Executive Committee, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

2. Loans. No loan shall be contracted on behalf of the Corporation and no negotiable papers shall be issued in its name unless authorized by the vote of the Board of Directors. When authorized by the Board of Directors so to do, any officer or agent of the Corporation may effect approved loans and advances at any time for the Corporation from any bank, trust company or other institution or from any firm, Corporation or individual, and may make, execute and deliver promissory notes, bonds, or other certificates or evidence of indebtedness of the Corporation

with respect thereto. Such authority shall be confined to specific instances. All bills, notes, checks, or other negotiable instruments of the Corporation shall be in the name of the Corporation and shall be signed by an officer of the Corporation or any other person duly authorized by the Board of Directors in such person's official representative capacity.

3. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select, or as may be selected by any officer or officers, agent or agents of the Corporation to whom such power may from time to time be delegated by the Board. For the purpose of such deposits, the Chair, Secretary/Treasurer or any other officer or agent to whom such power may have been given shall have the power to deliver checks, drafts, and other orders for the payment of money.

4. Acceptance of Gifts. The Board of Directors or Executive Committee may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

5. Audits. Upon affirmative vote of the Board of Directors, the accounts of the Corporation will be audited by a reputable independent accountant, whose report shall be submitted to each member of the Board.

6. Bond. At the direction of the Board of Directors, any officer or employee of the Corporation shall be bonded. The expense of furnishing any such bond shall be paid by the Corporation.

ARTICLE XIII - NOTICE AND WAIVER

1. Notice. Any notice required to be given under these Bylaws may be given by mailing the same, addressed to the person entitled thereto at his/her address as shown on the books of the Corporation and such notice shall be deemed to have been given at the time of such mailing. When delivered personally or by hand, the notice shall be deemed delivered when actually received.

2. Waiver of Notice or Lapse of Time. Whenever under the provisions of law or these Bylaws, the Board or any committee is authorized to take any action after notice to any person or persons or after the lapse of a prescribed period of time, such action may be taken without notice and without the lapse of such period of time, if at any time before or after such action is completed the person or persons entitled to such notice or entitled to participate in the action to be taken submits a signed waiver of notice of such requirement.

ARTICLE XIV - MISCELLANEOUS

1. Seal. The Corporation shall have no seal.
2. Fiscal Year. The fiscal year of the Corporation shall end on the 30th day of June in each calendar year or otherwise as the Board of Directors or Executive Committee may determine.
3. Annual Budget. The prospective, annual budget shall be approved by the Board of Directors prior to the end of each fiscal year.
4. Distribution on Dissolution. Upon dissolution or other termination of the Corporation, any assets remaining after all debts of the Corporation have been paid shall be disposed of as provided in the Articles of Incorporation.
5. Conflict with Nevada Law. In case any of these Bylaws conflict with any provisions of the laws of the State of Nevada, such conflicting Bylaws shall be null and void upon final determination to such effect by a court of competent jurisdiction, but all other Bylaws shall remain in full force and effect.
6. Interpretation. These bylaws are adopted for the sole purpose of facilitating the discharge, in an orderly manner, of the purposes of the Corporation. These bylaws shall never be construed in any such way as to impair the efficient operation of the Corporation.

ARTICLE XV - AMENDMENT

1. Bylaws. These Bylaws may be altered, amended, or repealed by a majority of the entirety of the voting members of the Board at any regular meeting or at any special meeting called for that purpose, provided, however, that notice of the proposed amendment, alteration or repeal shall be given to each Director at least five (5) days prior to the date of the meeting at which the Bylaws are to be altered, amended or repealed; provided, however, that no notice shall be required if all Directors are present and all vote in favor of the amendment.
2. Articles of Incorporation. The Board of Directors, by a vote of three-fourths of the entirety of the voting members of the Board of Directors, shall have the power to make, alter, or amend the Articles of Incorporation of the Corporation at any regular or special meeting of the Board.

[SIGNATURES FOLLOW]

Bylaws of the Nevada Health Information Exchange

IN WITNESS WHEREOF, we, being all of the directors of the Corporation have hereunto set our hands effective this _____ day of _____, 2013.

_____, Director

* * * * *

CERTIFICATE OF SECRETARY

I, _____, the undersigned, the duly elected and acting Secretary of the NEVADA HEALTH INFORMATION EXCHANGE (A Nevada Non-Profit Corporation), do hereby certify that the foregoing BYLAWS of said Corporation were adopted by the Corporation on the _____ day of _____, 2013, by the Directors of said Corporation

_____, Secretary