

Massachusetts eHealth Collaborative

Quality and Usage Data Coordinating Center Request for Proposal (RFP)

February 2006



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SUMMARY

The Massachusetts eHealth Collaborative, Inc. (“the Collaborative,” www.maehc.org) is a newly launched non-profit organization, which brings together more than thirty Massachusetts organizations representing the Commonwealth’s key health care stakeholders. The mission of the Collaborative is to improve the quality, safety, and efficiency of health care delivery in Massachusetts by promoting widespread and sustained use of electronic health records (EHRs) across the Commonwealth.

The Collaborative has selected three Massachusetts communities – Brockton, Newburyport, and North Adams – to participate in a pilot project. This pilot project is providing funding and support to “wire” healthcare delivery in these three communities. Specifically, in each community the project will fund: 1) purchase and implementation of electronic health record systems in physician offices; 2) creation of a secure clinical data exchange to connect physician offices and hospitals; and 3) acceleration of CPOE and/or clinical data exchange connectivity in each participating hospital.

The goal of the pilot project is to assess the costs and benefits of community-wide EHR adoption and data exchange applications from a number of perspectives, including: quality and safety of patient care; physician, nurse and support staff satisfaction; direct and indirect costs and benefits to each participant and the community as a whole; and barriers to adoption both within and across institutions and office practices. Ultimately, MAeHC seeks to draw lessons from the pilot project that will inform operational and financing models to foster and sustain statewide adoption and continued use of such technologies and capabilities.

A key component of the MAeHC evaluation framework will focus on the impact of health information technology on the quality of health care delivery. MAeHC is soliciting responses to this Request for Proposal (RFP) to identify an organization to serve as the MAeHC Quality and Usage Data Coordinating Center (QUDCC). The QUDCC will perform two key functions: 1) establish compliant pathways (compliant with federal and Massachusetts privacy, disclosure, and consent provisions) for extraction of pre-defined quality data from electronic health records and integrated practice management systems; and 2) manage the extraction, storage, and management of this quality data on behalf of MAeHC. This data will be used by a variety of researchers designated by MAeHC to assess clinical performance and to provide selected, benchmarked data back to participating providers.

DESCRIPTION OF PILOT PROJECT

Three Massachusetts communities have been selected to participate in the MAeHC pilot project. Each pilot community comprises one or two acute care hospitals and most of the active primary care physicians and specialists affiliated with those hospitals, as indicated below.

Community Profiles

| Community | Hospital System(s) | # PCP Participating | # Specialist Participating | # Patients ¹ |
|---------------------|---|---------------------|----------------------------|-------------------------|
| Greater Brockton | Brockton Hospital and Good Samaritan Medical Center | 154 | 209 | 350,000 |
| Greater Newburyport | Anna Jaques Hospital | 59 | 76 | 95,000 |
| Northern Berkshire | North Adams Regional Medical Center | 35 | 33 | 42,850 |

¹ Number of patients may include residents of surrounding communities

The physician office practices in these communities range in size and complexity. The majority of practices are small practices with fewer than 5 clinicians. The size distribution of practices by community is described below.

Participating Physician Office Practice Profiles

| Community | Small (1-5) Practices | Medium (6-10) Practices | Large (11+) Practices | Total Practices |
|---------------------|-----------------------|-------------------------|-----------------------|-----------------|
| Greater Brockton | 88 | 9 | 4 | 101 |
| Greater Newburyport | 36 | 2 | 1 | 39 |
| Northern Berkshire | 17 | 2 | 1 | 20 |

The pilot project will install EHRs in the each of these physician practices and, within each community, create a secure clinical data exchange linking each of these practices with each other and with the hospital(s). The installed base of EHRs (existing systems and newly implemented systems) will be from the following companies: Allscripts, eClinicalWorks, eMDs, GE Healthcare, PMSI, and NextGen. All practices will have electronic practice management systems as well; most will have integrated EHR/PMS systems, with the remainder having EHR systems interfaced to PMS systems from different vendors.

The pilot project was launched in May 2005, and will conclude in June 2008, with the potential for additional quality and other data continuing to be obtained until June 2010.

The first practices are expected to go live with their EHR systems in March 2006. Implementations of the EHR/PMS systems and the clinical data exchange will be completed by June 2007. Evaluation of the pilot project will extend until June 2010.

QUALITY AND USAGE DATA COORDINATING CENTER (QUDCC) OBJECTIVES

The MAeHC evaluation plan has five key components:

1. Assessment of the effect of MAeHC activities on use and adoption of EHRs and other technologies.
2. Measurement of the barriers to and facilitators of adoption of EHRs and implementation of data exchange.
3. Evaluation of varied levels of implementation support on EHR uptake and productivity.
4. Assessment of effects of EHR implementation on medication errors and medication safety.
5. Determination of the effects of EHR implementation and data exchange on quality of health care.

This RFP seeks to identify an organization to create and manage the Quality and Usage Data Coordinating Center (QUDCC), which will house quality and other data to support various components of the MAeHC evaluation program. Most of this data will be extracted from electronic health records (EHRs) and billing systems using appropriate HIPAA-compliant pathways.

There are five key activities associated with this work: 1) data extraction, 2) data management and processing, 3) physician benchmarking, 4) operations, and 5) HIPAA and state law compliance.

Data extraction. MAeHC has identified specific quality and EHR usage data elements that it will collect from each physician practice EHR. These elements are contained in Attachment A. The quality data elements are largely consistent with those outlined by CMS for the DOQ-IT program, with a few additional metrics added by MAeHC. The EHR usage data elements were created by MAeHC.

MAeHC will be connecting EHRs from five different vendors, as noted above. In order to maximize alignment of MAeHC efforts with other national activities, the data extraction method will build on the method established by CMS for the DOQ-IT program (www.doqit.org). Each of the EHR vendors is “DOQ-IT ready”, and thus, has developed (or has committed to developing) the functionality to produce structured HL-7 messages for batch-reporting of selected quality data elements. The QUDCC vendor will work with MAeHC and each of the MAeHC EHR vendors to build the ability to deliver, on a monthly basis, structured HL-7 messages containing quality metrics from each EHR to a database established and managed by the QUDCC vendor. As noted below, the QUDCC vendor will identify data collection pathways consistent with federal and state statutes

and regulations, including HIPAA and applicable Massachusetts consent, disclosure, and privacy provisions.

Data management. The QUDCC data center will be the secure repository of MAeHC quality and EHR usage data. The prospective vendor will develop plans for security, data storage and management, backup, and disaster recovery. In addition, the center will be responsible for processing data according to algorithms and methods established by MAeHC and/or its designated researchers. For example, the vendor will be expected to compile data by user for each of the quality and EHR usage elements. Other data processing requirements will be developed throughout the process by MAeHC and/or its designated researchers. The QUDCC team will work closely with the MAeHC team and its designated researchers to refine data elements, collection processes, and required analyses.

Physician benchmarking. As noted above, the QUDCC will work with MAeHC and its designated researchers to compile quality performance indicators by physician on a monthly basis. The QUDCC will also prepare feedback reports for physicians on quarterly basis. These data will be made available to eligible physician participants via a website that will be created and maintained by the QUDCC vendor. The QUDCC team will work closely with the MAeHC team to develop and refine these reports.

Operations

The QUDCC will provide all operational responsibilities to MAeHC including all required technology and resources necessary to meet the outlined requirements. All privacy and security, performance, backup, restore and disaster recovery aspects must be supplied by the QUDCC vendor.

HIPAA and State Law Compliance. Working cooperatively with MAeHC, its designated committee(s), the EHR vendors and MAeHC's counsel, the QUDCC vendor will be responsible for developing both the technical and procedural infrastructure for obtaining the required data in a manner that is consistent with both HIPAA and applicable Massachusetts law. The procedural methodology may include one or more of the following approaches: (i) extraction of de-identified data (pursuant to both the HIPAA "safe harbor" and through statistical de-identification methods); (ii) extraction of a limited data set for purposes of research; and (iii) extraction of identifiable data for purposes of the participating practices' health care operations. Depending on the methodology, QUDCC may require analyses by qualified statisticians, seeking and obtaining approvals of one or more Institutional Review Boards, developing and executing data use agreements, and such other activities necessary to implement data extraction methodologies consistent with applicable law. The QUDCC vendor shall be responsible for developing and implementing these methodologies, subject to MAeHC final approval and oversight. The QUDCC vendor shall be a "downstream business associate" of MAeHC for these purposes and shall be subject to appropriate contractual provisions concerning the same.

The technical infrastructure for which the QUDCC shall be responsible shall include development and implementation of a secure environment consistent with the Security Standards for Electronic Health Information under HIPAA, and shall include QUDCC's implementation of such standards for QUDCC itself as a downstream business associate to MAeHC (including written policies and procedures) as well providing assistance to

MAeHC concerning implementation of MAeHC policies and procedures for MAeHC in MAeHC's capacity as a business associate of the participating practices.

PROPOSAL DEVELOPMENT

Proposals should cover the categories outlined below. The approximate page lengths are suggestions. Proposals may vary the page lengths of individual categories but the entire proposal should not exceed 12 pages.

Title Page (~1 page). The title page should contain the name of the project leader, a short biographical sketch of the project leader, an abstract of the plan, a proposed timeline overview, and the total estimated price for the scope of work.

Background and Experience (~3 pages, plus Attachment D). This section should identify previous experience in similar efforts. In addition, please provide information about your organization's background by responding to the questions below and completing the following worksheet.

1. Briefly describe your company or organization, your products and services, history, and other information you deem relevant. In addition, please fill out the organization background worksheet attached in Attachment D.
2. Provide a recent annual report. Include separate statements for the portion of your company serving the healthcare market. If your company is a subsidiary of another company, please provide the parent company financials. Include financial information for each vendor partner contained in your proposed solution..
3. Describe the capabilities of your staff and company in supporting a Quality and Usage Data Coordinating Center. Please provide resumes for key technical and project management staff. Describe your process for project management.
4. Name and describe all existing and potential future relationships with partners who may provide products and services to you for this contract. Differentiate between the role of your organization and those of your partners. What are the responsibilities associated with each partner by product and/or service?
5. Describe previous experience with handling, manipulating, analyzing and storing large volumes of quality and billing data
6. Describe your experience handling patient and provider identification
7. Describe your experience and ability in handling de-identification of data and creation of limited and de-identified data sets
8. Describe your experience in handling and normalizing data coming from multiple sources
9. Describe your experience and ability to develop reports of data relating to the quality of health care
10. Describe your experience and ability in communicating with providers concerning the obtaining of health care quality data
11. Describe your ability to provide security and segregation of MAeHC data
12. The intention of this RFP is not to provide analysis capabilities which may be a

future development. However, please describe your ability to analyze the data and any specific benefits to MAeHC if you are developing the QUDCC.

Objectives and Statement of Work (~3 pages). This section should describe the specific aims of the project, which should reflect the MAeHC's goals with respect to data aggregation, analysis and storage as outlined in QUDCC Objectives described above. This section should list the key functions the data center will provide. Goals and deliverables should be included. The proposal should also discuss methodologies for obtaining and securing data (addressing interaction with the physician data sources as well as the privacy, security, business, technological and procedural aspects of the overall project), as well as other components you believe are critical to the success of the overall project. Please separate out development aspects from operational components.

Project Plan (~2 pages). This section should provide a detailed description of the project design and plan that the investigating team will execute during the research period. Key tasks, activities, milestones, and periodic update presentations to MAeHC should be clearly identified. Inter-dependencies with sub-contractors and other organizations (including MAeHC) should be included.

Budget Request (~3 pages). The budget request should include FTE requirements for personnel and all non-personnel costs. Justification of requested effort and other costs should be included. Include a detailed budget and justification, detailing start-up and ongoing maintenance costs for data collection, management, storage, and processing, benchmark reporting, and website creation, hosting, and maintenance. Please break out development costs from ongoing operational costs.

PROPOSAL PROCESS

Letter of Intent. The Collaborative asks that all vendors email a Letter of Intent (see Attachment B) declaring their intention to respond. The e-mail should be sent to rfp@maehc.org by February 21, 5:00 P.M. Eastern Standard Time.

Inquiries. We encourage inquiries regarding this RFP and welcome the opportunity to answer questions from potential applicants. Please direct your questions to rfp@maehc.org

Proposal Deadline. Interested vendors must submit an electronic copy of their proposed solution to rfp@maehc.org by **March 13, 5:00 P.M. Eastern Time**. Submissions will be confirmed by reply email. Late proposals will not be evaluated.

Proposal Process. The application should be prepared as a Microsoft Word document. The length should not exceed more than 12 single-spaced 8.5" x 11" pages. Applicants must use Times New Roman 12-point font and 1-inch margins. Any deviations from these guidelines may disqualify the application. Literature references (i.e., publications) may be cited and attached on additional pages if necessary. Appendices may be submitted but will not be distributed to all members of the selection committee for review.

Sub-contractors. The MAeHC will select a single organization to act as the quality data coordinating center (QUdcc) for the three MAeHC pilot communities. It is acceptable for the organization to subcontract or partner with other organizations for one or more of the subtasks involved in the effort, provided that MAeHC is notified in advance of such subcontracting and has the right of review and prior approval.

Selection Process. The MAeHC will appoint a selection committee to carry out peer review of submitted applications. The selection committee will rate the submitted applications and make recommendations to MAeHC management, which will make the final selection of awardees. Confirmation and award of the project will be subject to successful conclusion of a written contract for services. Provisions of this contract will include, without limitation, terms set forth in Attachment C.

Period of award. The earliest start date for this award is April 3, 2006. The period of the award will be one year, subject to annual renewal at the discretion of the MAeHC; the expectation being that the data center will continue through the duration of the pilot project and likely beyond. The selected vendor must be prepared to continue to provide services to the MAeHC at least through the pilot project should the MAeHC choose for vendor to do so. Therefore, applicant should include in its proposal pricing through at least through June, 2008 and ideally through June, 2010.

Review criteria. Criteria of evaluation of the proposals will include:

1. Technical experience, expertise, and approach to extracting data from clinical information systems and storing, managing, and processing large data sets.
2. Experience and approach to managing compliance with federal and state privacy and security statutes and regulations and to employing industry best practices in privacy and security.
3. Experience and expertise in utilizing clinical quality data and benchmarking clinical entities.
4. Cost-effectiveness of overall proposal.

Timeline.

| | |
|---------------------------------|--------------------------------------|
| RFP Released | February 14, 2006 |
| Email Letter of Intent | February 21, 2006, 5:00 P.M. Eastern |
| Proposal Deadline | March 13, 2006, 5:00 P.M. Eastern |
| Notification of Selected Vendor | April 3, 2006 |

ATTACHMENT A

QUALITY DATA ELEMENTS

| | EHR entry date | Result | Result Date | Order | Order date | Diagnosis | Diagnosis date | Administration date | Status or level | Prescription date | Prescription | Referral Letter Date | Referral |
|--|----------------|--------|-------------|-------|------------|-----------|----------------|---------------------|-----------------|-------------------|--------------|----------------------|----------|
| 24-hour urine protein | X | X | X | X | X | | | | | | | | |
| Cholesterol - total | X | X | X | X | X | | | | | | | | |
| Ejection fraction from echocardiogram or radionuclide ventriculography | X | X | X | X | X | | | | | | | | |
| Group A Strep testing (Rapid or culture) | X | X | X | X | X | | | | | | | | |
| HbA1c | X | X | X | X | X | | | | | | | | |
| HDL | X | X | X | X | X | | | | | | | | |
| LDL (direct or calculated) | X | X | X | X | X | | | | | | | | |
| Microalbuminuria | X | X | X | X | X | | | | | | | | |
| Triglyceride values | X | X | X | X | X | | | | | | | | |
| Urine creatinine | X | X | X | X | X | | | | | | | | |
| Urine protein | X | X | X | X | X | | | | | | | | |
| Bone Mineral Density Test | X | | | X | X | | | | | | | | |
| Colonoscopy | X | | | X | X | | | | | | | | |
| Double contrast barium enema | X | | | X | X | | | | | | | | |
| Dx of CHF - class IV | | | | | | X | X | | X | | | | |
| Flexible sigmoidoscopy | X | | | X | X | | | | | | | | |
| FOBT | | | X | X | X | | | | | | | | |
| HIV test (Elisa, Western Blot, Viral load) | | | X | X | X | | | | | | | | |
| Mammogram | | | X | X | X | | | | | | | | |
| Pap Smear | X | X | X | | | | | | | | | | |
| Adult Influenza vaccine | | | | X | | | | X | | | | | |
| Adult pneumococcal vaccine | | | | X | | | | X | | | | | |
| Allergy/intolerance to ACEi | X | X | | | | | | | | | | | |
| Allergy/intolerance to warfarin | X | X | | | | | | | | | | | |
| Antibiotic prescribing | | | | | | | | | | X | X | | |
| Blood pressure (BP) | | X | X | | | | | | | | | | |
| Clinical breast exam | | X | | | | | | X | | | | | |
| Contraindications for warfarin (e.g. risk of bleeding) | X | X | | | | | | | | | | | |
| Dilated eye exam | | | | | | | | | | | | X | X |
| Dx of A fib | | | | | | X | X | | | | | | |
| Dx of anuric renal failure | | | | | | X | X | | | | | | |
| Dx of aortic stenosis | | | | | | X | X | | | | | | |
| Dx of asthma | | | | | | X | X | | | | | | |

| | EHR entry date | Result | Result Date | Order | Order date | Diagnosis | Diagnosis date | Administration date | Status or level | Prescription date | Prescription | Referral Letter Date | Referral |
|---|----------------|--------|-------------|-------|------------|-----------|----------------|---------------------|-----------------|-------------------|--------------|----------------------|----------|
| Dx of depression | | | | | | X | X | | | | | | |
| Dx of DM | | | | | | X | X | | | | | | |
| Dx of MI | | | | | | X | X | | | | | | |
| Dx of Osteoporosis | | | | | | X | X | | | | | | |
| Dx of pharyngitis | | | | | | X | X | | | | | | |
| Dx of URI | | | | | | X | X | | | | | | |
| Fracture (osteoporosis) | | | | | | X | X | | | | | | |
| Heart rate | | X | X | | | | | | | | | | |
| Height | | X | X | | | | | | | | | | |
| Hx of 2nd/3rd degree AV block without permanent pacemaker | | | | | | X | X | | | | | | |
| Hx of bradycardia | | | | | | X | X | | | | | | |
| Medication for osteoporosis | | | | | | | | | | X | X | | |
| Pregnancy test result (positive) | | X | X | | | | | | | | | | |
| Rhesus-factor for pregnant woman (positive) | | X | | | | | | | | | | | |
| Smoking status | X | | | | | | | | X | | | | |
| Weight | | X | X | | | | | | | | | | |
| DM Foot exam: pulse exam | X | | | | | | | | | | | | |
| DM foot exam: sensory exam with monofilament | X | | | | | | | | | | | | |
| DM foot exam: visual inspection | X | | | | | | | | | | | | |
| Expected delivery date | X | | X | | | | | | | | | | |
| Smoking | X | | | | | | | | | | | | |
| Asthma status | | | | | | | | | X | | | | |

EHR USAGE ELEMENTS

| Measures | Data Requirements |
|--|---|
| Clinician/Staff ID | <ul style="list-style-type: none"> • ID for all clinicians and office staff qualified/expected to use EHR (User ID to identify use of EHR) |
| Visit/Encounter Date | <ul style="list-style-type: none"> • Date linked to each visit |
| Visit ID/ Encounter ID | <ul style="list-style-type: none"> • Unique identifier for each visit |
| Encounter type | <ul style="list-style-type: none"> • Visit, phone call, letter, etc |
| Practice ID | <ul style="list-style-type: none"> • ID for each practice and community |
| Job Category | <ul style="list-style-type: none"> • Linked to Practice ID, job category (MD, NP, RN, etc) for each person at practice |
| Encounter notes usage | <ul style="list-style-type: none"> • Note date • Encounter type (in-person) • Visit/ Encounter Date • Clinician ID |
| ePrescribing usage | <ul style="list-style-type: none"> • ePrescription date • Prescription ID/name • Clinician ID • Visit/ Encounter Date |
| eLabOrder usage | <ul style="list-style-type: none"> • eTest Order ID • Clinician ID • Visit/ Encounter Date |
| eRadiologyOrder usage | <ul style="list-style-type: none"> • eRadiologyOrder date • Clinician ID |
| Sending referrals | <ul style="list-style-type: none"> • Referral Sent Date • Clinician ID |
| Receiving consultation notes | <ul style="list-style-type: none"> • Consultation notes received date (yes/no) • Clinician ID |
| Intraoffice staff messaging | <ul style="list-style-type: none"> • # messages transmitted (date stamp) • Clinician/Staff Ids for each |
| Problem list use | <ul style="list-style-type: none"> • Clinician ID • 1+ problems listed on problem list (yes/no) • Patient MRN |
| Individual staff member using EHR at all | <ul style="list-style-type: none"> • Staff ID • Login Access Date |
| Staff using messaging (intraoffice) | <ul style="list-style-type: none"> • # messages transmitted (date stamp) • Clinician/Staff Ids for each |
| Nurses ordering medications via EHR | <ul style="list-style-type: none"> • ePrescription date • Prescription ID/name • Clinician ID; Clinical role type • Visit/ Encounter Date |
| Staff using other EHR functionalities | <ul style="list-style-type: none"> • Staff ID |

| | |
|---|---|
| Encounter notes that are dictated | <ul style="list-style-type: none"> • Visit/Encounter date • Dictation date • Clinician ID • Patient MRN |
| Encounter notes that are electronically entered without dictation | <ul style="list-style-type: none"> • Visit/Encounter date • Note date • Clinician ID • Patient MRN |
| Number of encounters in a given time period | <ul style="list-style-type: none"> • Encounter date • Encounter type • Encounter ID |
| Scheduling system: how many visits in a given time period | <ul style="list-style-type: none"> • Visit/ Encounter dates |

ATTACHMENT B

LETTER OF INTENT

Each vendor is asked to complete the following document and e-mail it to rfp@maehc.org by February 21, 2006, 5:00 P.M. Eastern Standard Time.

Vendor or Participating Organization Name:

Address:

Contact:

Phone Number:

E-mail:

intends to respond to the MA eHealth Collaborative Quality and Usage Data Coordinating Center RFP by March 13, 2006, 5:00 P.M. EST.

does not intend to respond to the MA eHealth Collaborative Quality and Usage Data Coordinating Center RFP.

If not, please explain:

ATTACHMENT C

ADDITIONAL TERMS

If the Collaborative selects Vendor to perform any or all of the services (“**Services**”) and provide the data center and other deliverables (collectively, the “**Deliverables**”) that are the subject of Vendor’s response to this Request for Proposal (“RFP”), the terms on which the Services and/or Deliverables shall be provided shall include the following in a written agreement (the “**Agreement**”). Please note that the following is a non-exclusive description of provisions that the Collaborative shall require.

The RFP requests that Vendor provide proposals (including separate pricing) for two types of services and deliverables: (i) development of a data warehouse and (ii) its subsequent operation. The Collaborative reserves the right to enter into the Agreement with respect to one or both of these activities. If the Agreement is for both types, it shall provide the Collaborative with the right to elect to not use Vendor for the ongoing operation of the data warehouse if the Collaborative later determines that Vendor is not competitive with other providers of these services with respect to price, quality or other relevant factors.

1. **Pricing.**

The pricing offered to the Collaborative shall be inclusive of all service fees, development fees, license fees (if applicable), costs of equipment, project plan development and project management, implementation, training, manuals and other documentation, taxes and all other costs and expenses. Initial payments shall be due in installments as milestones are achieved, including acceptance testing satisfactory to the Collaborative. Appropriate milestones and progress payments shall be included in the Agreement prior to its execution. Payment for continuing services shall be subject to reduction by specific performance credits if agreed upon service levels are not achieved.

2. **Ownership of Data and Intellectual Property.**

- (a) As between the Collaborative and the Vendor, the Collaborative shall be the sole and exclusive owner of all data and information (whether or not de-identified or aggregated), reports, results of analyses, methodologies, results of studies, benchmarks, Deliverables and compilations of any of the foregoing (collectively, the “IP”) developed for or in connection with the Agreement, the Services, Deliverables and/or the activities of the Collaborative. Vendor shall acquire no right, title, license, right to use or interest whatsoever in any IP by virtue of this Agreement.
- (b) Each Deliverable shall be deemed a “work for hire” or shall be assigned by Vendor to the Collaborative as soon as created or conceived. All intellectual property rights in each such Deliverable shall be the sole and exclusive property of the Collaborative, including copyright, patent, and trade secret or other proprietary rights.

3. **Warranties and Standards of Performance.**

- (a) Service and Performance Warranty. Vendor represents, warrants and covenants that (i) it shall perform the Services in a timely, competent and

workmanlike manner in accordance with the service levels and other standards set forth in the Agreement and (ii) that all Deliverables will perform in accordance with the applicable documentation, functional specifications, and/or requirements set forth in the Agreement. The description of the Services and Deliverables in the Vendor's Response to the Collaborative's Request for Proposal shall be included in the Agreement for purposes of this warranty.

- (b) Pass-Through Warranty. If applicable, Vendor shall pass through to the Collaborative any product and third party end-user warranties and indemnities. To the extent Vendor is not permitted to pass-through such warranties, Vendor agrees to enforce such warranties and indemnities on behalf of Collaborative.
- (c) Warranty of Title and Ability to License. Vendor represents, warrants and covenants that the Collaborative shall receive good title to all other Deliverables, free of any security interests, liens or other claims of third parties.
- (d) Intellectual Property Warranty. Vendor represents, warrants and covenants that the Services and Deliverables do not and will not infringe upon and are free from any claim by any third party of infringement or misappropriation of any patent, trademark, copyright, trade secret or any other proprietary right of any third party.
- (e) Virus Warranty. Vendor represents, warrants and covenants that it will use (and, if applicable, cause subcontractors to use) commercially reasonable efforts to maintain all Deliverables and provide all Services, free of software viruses, disabling code or similar items.
- (f) Security / Disaster Recovery. Vendor represents, warrants and covenants that it shall, at all times, have a disaster recovery plan reasonably acceptable to the Collaborative and that it shall implement such disaster recovery plan when applicable. In addition, Vendor shall provide a copy of its disaster recovery plan at least annually and upon any material changes to its plan. Vendor represents, warrants and covenants that it shall implement security measures that reasonably and appropriately protect the confidentiality, integrity and availability of all data stored on the Deliverables.
- (g) Support. If the Agreement includes a license of software, Vendor shall agree to support such software for a minimum of twenty-four (24) months (and, at the Collaborative's election, an additional twenty-four (24) months thereafter) at the rates and on the terms set forth in the Agreement. Such support shall be provided on a 7 x 24 x 365 basis with appropriate response times and escalation procedures depending on the severity of the problem.
- (h) Mutual Warranties. Each party represents and warrants to the other that:
 - (a) it is validly existing under the laws of the state of its organization and has full power and authority to enter into the Agreement and to carry out

the provisions thereof; (b) it is duly authorized to execute and deliver the Agreement and to perform its obligations hereunder; (c) the Agreement is a legal and valid obligation binding upon it and enforceable according to its terms; and (d) the execution, delivery and performance of the Agreement by such party does not conflict with any agreement, instrument or understanding by which it may be bound.

- (i) Hosting Services. The Vendor shall provide, manage, maintain and operate the servers, telecommunications facilities and other hardware and software necessary or desirable to ensure that the applicable service is available and operating in accordance with the following minimum service levels: (a) 24x7x365 availability; (b) minimum application, infrastructure and general uptime availability of 99.9% per month; (c) response rate of less than two (2) seconds for standard server queries; and (d) dataloads to be performed within such timeframes as the parties agree (collectively, “**Service Levels**”). Penalties for failure to meet such Service Levels shall be set forth in the Agreement.
- (j) Vendor shall not allow a third party subcontractor or other entity, whether domestic or foreign, to perform any of the development, operation, support, hosting or other services under the Agreement without the prior written consent of the Collaborative.
- (k) With respect to the services during the operations phase (if applicable), Vendor shall host and store the Collaborative’s data on a separate secure area or each server on which such data resides (and on a separate server if reasonably requested by the Collaborative in light of changing circumstances).

4. **Term.**

- (a) The Agreement shall be in effect for an initial term of twenty-four (24) months and, at MAeHC’s election, for a renewal term of an additional twenty-four (24) months, unless terminated earlier by a party pursuant to the Agreement. The Agreement shall allow a party to terminate in the event of a breach by the non-terminating party that is not cured after written notice from the terminating party. The cure period shall be thirty (30) days except to the extent that a shorter cure period may be appropriate to comply with applicable law or minimize the risk of material error. The Collaborative may also terminate at any time during the operations phase without further obligation to Vendor if it gives at least ninety (90) days notice to Vendor.
- (b) Upon termination of the Agreement for any reason, Vendor shall, to the extent reasonably requested by the Collaborative, provide services to achieve a smooth transition for up to nine (9) months at the rates specified in the Agreement.

5. Compliance with Law; Certification.

- (a) Vendor shall at all times comply with all applicable laws and comply with all legal requirements that the Collaborative reasonably identifies in writing as necessary or advisable in order to assure compliance with law by the Collaborative. Such requirements include:
 - (i) provisions that a covered entity or business associate of a covered entity is required to include in a contract with Vendor as a business associate and/or contractor pursuant to the privacy and security rules adopted under HIPAA (the Health Insurance Portability and Accountability Act of 1996),
 - (ii) certification that the Vendor is not excluded from participation in any federally funded program, and
 - (iii) any access to records or other provisions that the Collaborative is required to impose on subcontractors such as Vendor in accordance with state or federal law.
- (b) Vendor shall, at its sole cost and expense, obtain and maintain certification under the applicable standards set forth from time to time by appropriate standards organizations reasonably identified by the Collaborative during the term of the Agreement.

6. Confidentiality.

Protected health information that is subject to HIPAA and/or applicable state privacy laws shall be subject to appropriate “downstream” contract provisions that MAeHC is required to include in its contracts with subcontractors as a business associate of a covered entity subject to HIPAA. The Agreement shall also include appropriate language to protect the confidential and proprietary information of the Collaborative (including, the IP, as defined in Section 1 above) that is not protected health information and confidential and proprietary information of Vendor.. Other agreements relating to Vendor’s ability to access, use and disclose data may be required, as agreed upon by the Collaborative and Vendor.

7. Insurance.

Vendor shall maintain insurance during the term of the Agreement in types and amounts typically maintained by providers of the Deliverables and Services, including workers’ compensation insurance as required by applicable law. At the Collaborative’s request, Vendor shall cause the Collaborative to be added to such policies of insurance (other than workers compensation insurance) as an additional named insured.

8. Financial Information.

If annual and quarterly financial statements of Vendor are not available from SEC filings, Vendor shall provide comparable financial information to the Collaborative prior to execution of the Agreement for the period then most recently ended and thereafter promptly after the end of Vendor’s fiscal year and each fiscal quarter during the term of the Agreement. Vendor shall represent and warrant that such financial information is in accurate and complete and fairly represents Vendor’s financial condition and results of

operations for the applicable periods in accordance with generally accepted accounting principles.

9. Source Code Escrow.

If the Agreement includes a license of Vendor's software and if deemed appropriate by the Collaborative, Vendor shall establish a source code escrow (or include the Collaborative as a beneficiary of an existing source code escrow) in order to assure the uninterrupted operation of the Deliverables and Services despite any failure or inability of Vendor to support any Deliverables or provide Services. The source code deposited in such an escrow shall be updated on a monthly basis and shall include such documentation as may be necessary to enable a third party to operate the Deliverables and/or provide the Services without interruption.

10. Indemnification.

Vendor shall fully indemnify, defend and hold harmless the Collaborative and its officers, directors, agents, employees and representatives against any claim that any of the Deliverables and/or Services or any portion thereof infringes or misappropriates any patent, copyright, trade mark, trade secret or other proprietary rights of a third party or that Vendor has breached its confidentiality, privacy or security obligations under the Agreement, including attorneys fees to defend such claim.

Vendor also agrees to indemnify, defend and hold harmless the Collaborative and its officers, directors, agents, employees and representatives against any claim arising from (a) any act or omission of the Vendor, its agents, employees or subcontractors that results in an injury to or death of any person in connection with the Deliverables or performance of the Services, except to the extent that such claim arose from an act or omission of the Collaborative and (b) any breach of the Vendor's obligations under the Agreement by the Vendor or its agents, employees or subcontractors except to the extent that such claim arose from any breach of Collaborative's obligations under the Agreement.

Any right to receive indemnification hereunder shall be subject to the indemnified party providing prompt notice of the claim and reasonable cooperation to the indemnifying party.

11. Acceptance Process.

The Agreement shall include an acceptance process through which the Collaborative shall be permitted to test the Deliverables to verify the Deliverables perform in accordance with the standards set forth in the Agreement. Vendor shall correct within ten (10) days any deficiencies in the Deliverables, at no additional cost to the Collaborative. Following any corrections, the Collaborative shall be permitted to test the Deliverables again to verify they perform in accordance with the standards set forth in the Agreement. This process shall be repeated until the Collaborative is satisfied that the Deliverables (as corrected, if applicable) contain no defects and that they perform in accordance with the standards set forth in the Agreement; provided, however, that if the acceptance test is not satisfied more after two or more attempts, the Collaborative may, in its sole discretion and without limitation of any other rights, terminate the Agreement in whole or in part and receive a full refund from Vendor of all amounts then paid with respect to the terminated portions. Such dividend shall be paid within ten (10) days after notice of such termination.

ATTACHMENT D

COMPANY/ORGANIZATION INFORMATION

| | | | |
|---|-------------|----------------|--------------|
| Company or Organization Name | | | |
| Address | | | |
| Telephone | | | |
| URL | | | |
| # of years in business | | | |
| # of total employees | Within MA: | Outside of MA: | |
| Current financial, business or other relationships within MAeHC Pilot Communities | | | |
| Company Contacts | Name | Phone | Email |
| Business Contact: | | | |
| Technical Contact: | | | |

Financial Information

| | |
|-----------------------|------------|
| Public: yes / no | Symbol: |
| Private: yes / no | Investors: |
| Total Annual Revenue: | |
| Cash: | |
| Net Income: | |
| Net Margin %: | |
| Total Assets: | |
| Total Liabilities: | |

Client References

Please supply a minimum of 3 client references. Submission of Client References shall constitute permission to the MAeHC to contact these references.

| | | |
|-----------------|-----------------------|--|
| Client 1 | Organization Name: | |
| | Contact Name & Title: | |
| | Contact Telephone: | |

| | | |
|----------|-----------------------------|--|
| | Implementation Description: | |
| Client 2 | Organization Name: | |
| | Contact Name & Title: | |
| | Contact Telephone: | |
| | Implementation Description | |
| Client 3 | Organization Name: | |
| | Contact Name & Title: | |
| | Contact Telephone: | |
| | Implementation Description: | |
| Client 4 | Organization Name: | |
| | Contact Name & Title: | |
| | Contact Telephone: | |
| | Implementation Description: | |
| Client 5 | Organization Name: | |
| | Contact Name & Title: | |
| | Contact Telephone: | |
| | Implementation Description: | |
| Client 6 | Organization Name: | |
| | Contact Name & Title: | |
| | Contact Telephone: | |
| | Implementation Description: | |