

**REQUEST FOR PROPOSALS
RFP # 2023EHR
ELECTRONIC HEALTH RECORD MANGEMENT
SYSTEM**

Issue Date: August 18, 2023

Purchasing Agency: Danville-Pittsylvania Community Services (DPCS)
245 Hairston Street
Danville, VA 24540

Procurement
Contacts (BOTH
MUST BE
INCLUDED
WHEN
CONTACTING
DPCS):

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SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00 PM, EST, Thursday, October 12, 2023.

MANDATORY PRE-BID CONFERENCE: A mandatory pre-bid conference on Tuesday, September 12, 2023, at 9:00 AM, EST on Zoom platform. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Only those bidders present at the pre-bid conference may submit a bid. No one will be admitted after 9:10 AM, EST.

Zoom Meeting Instructions:

Topic: DPCS - RFP# 2023EHR - Pre-Bid Meeting
Time: Sep 12, 2023 09:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us06web.zoom.us/j/84646212856>

Meeting ID: 846 4621 2856

One tap mobile
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Dial by your location

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- +1 646 931 3860 US
- +1 929 436 2866 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US

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- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US

Meeting ID: 846 4621 2856

QUESTIONS: Potential offerors are encouraged to submit any questions pertaining to the contacts referenced above. All questions must be submitted by 12:00 p.m., EST, Thursday, September 21, 2023. A collective response will be issued within (5) five business days after receipt of questions.

PROPOSAL SUBMISSION: SEALED

Mail proposals to Danville-Pittsylvania Community Services, Attn: Mary Beth Clement; 245 Hairston Street, Danville, VA 24540 in time to be received, stamped and mail processed to Mary Beth Clement by Thursday, October 12, 2023 2:00 PM, EST.

Hand Deliver, Fed Ex, or UPS proposals to Danville-Pittsylvania Community Services, 245 Hairston Street, West Wing Receptionist, Attn: Mary Beth Clement, Danville, VA 24540 in time to be received, stamped and mail processed to Mary Beth Clement by Thursday, October 12, 2023 2:00 PM, EST.

Proposals will NOT be accepted via email or fax. Proposals MUST be marked on the outside envelope:

Proposal submission for Electronic Health Record Management System

RFP #2023EHR

Attn: Mary Beth Clement

Proposals must be returned with the signature page and all subsequent pages and attachments of this Request For Procurement. The offeror shall ensure that proposals are received at the location indicated by the date and time listed herein. If an addendum is issued to this RFP, it is the responsibility of the offeror to acknowledge that addendum as part of the proposal submission.

In compliance with this request for proposal and to all the conditions imposed therein, the undersigned firm hereby agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Further, the undersigned firm hereby warrants and certifies that –

- (1) All information provided below and, in any schedule attached hereto is true, accurate and complete;
- (2) The individual signing the proposal is authorized to bind the firm in any and all contractual matters relating to this RFP

- (3) The Offeror, the individual signing on behalf of the Offeror, or any officer of the firm does not have any business or personal relationships with any other persons, including DPCS employees, officers, or executives; or companies that are in conflict with the Commonwealth of Virginia's Conflict of Interest Act or of any DPCS terms and conditions
- (4) The Offeror has not employed or retained any firm or person other than a bona fide employee working solely for the firm to solicit or secure this contract and have not paid or agreed to pay any firm or person other than a bona fide employee working solely for the firm any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, DPCS shall have the right to annul or void any resulting contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

If the Offeror knowingly makes a material misrepresentation in submitting information to DPCS, such misrepresentation will be sufficient grounds for rescinding an award to the Offeror.

OFFEROR INFORMATION:

Sign in ink and type or print requested information.

 (Official Signature in Ink) _____
 Print Name

 Title _____
 Date

 Name of Firm (Offeror) _____
 Federal Tax Identification Number

 Business Address

 Print Telephone Number

 Email Address

Virginia Contractor License and Classification: _____

Specialty Codes: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a proposal or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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1.0 GENERAL INFORMATION

1.1 PURPOSE

The purpose of this Request for Proposals (“RFP”) is to solicit sealed proposals from qualified firms for a fully integrated Electronic Health Record (“EHR”) Management System. Danville-Pittsylvania Community Services (“DPCS”) desires to procure and successfully implement a new EHR System to consolidate electronic medical record, billing, and integrated consumer information management systems. The resulting contract will replace the existing system, hardware, and a variety of related stand-alone ancillary systems and processes used by DPCS. The new solution will enable DPCS to improve patient health and fully realize the guidelines for Meaningful Use of an EHR Management System across the organization. The new solution will have the ability to continue to grow as the organization, requirements, and regulations change.

2.0 BACKGROUND

2.1 HISTORY

Danville-Pittsylvania Community Services (DPCS) (visit www.dpcs.org) was established in 1972 as an intergovernmental joint venture by the City of Danville and Pittsylvania County, Virginia to implement the provisions of the Code of Virginia, as amended. The CSB provides a system of comprehensive community behavioral health, developmental disability and prevention services which relate to and are integrated with existing and planned programs within the City of Danville and Pittsylvania County.

2.2 MAIN OFFICE LOCATIONS

The Administrative Office of the CSB is located at 245 Hairston Street. Also, at this location, the CSB maintains outpatient, psychiatric and case management services for the behavioral health and prevention programs. Residential services for the behavioral health and developmental disability programs are provided at locations in Danville and Pittsylvania County. The CSB provides day support services within the behavioral health and developmental disability programs at Dewey Place and 515 Rison Street locations. Furthermore, behavioral health and developmental services are provided in an office in Gretna. Crisis services are provided from an offsite location; however, these services include Mobile Crisis Response services in which staff go to the individual’s home.

2.3 SERVICES

Integrated services are available for adults, children, and families. Services are provided directly by DPCS staff and through contracts with private vendors in the community. DPCS staff are office and community based, full-time telework, and hybrid telework. The staff serves a population that includes all categories of age, race, gender, and socio-economic status. Funding sources include individual fees, Commonwealth of Virginia general, restricted and designated funds, federal and state grants, Medicare, Medicaid, MCOs, commercial insurance billing and local agency contracts. DPCS currently employs approximately 300 full and part-time employees.

DPCS' main campus, located at 245 Hairston Street, Danville, VA 24540, offers intake, outpatient therapy, case management, psychiatry, Assertive Community Treatment, substance use treatment services, Medication Assisted Treatment (OBAT), early intervention for infants/toddlers, local CPMT / FAPT services, peer support services, and prevention services. In addition to these services, administrative personnel are located on the main campus.

DPCS' Crisis Center is located at 366 Piney Forest Road, Danville, VA 24540. Services provided include: pre-admission screening for hospitalization; Mobile Crisis; Community Crisis Stabilization; Crisis Intervention Team Assessment Center; and future 23-Hour Crisis Stabilization.

Harmony House, located at 515 Rison Street, Danville, VA 24541 offers psychosocial day treatment, mental health skill building, and employment services for adults.

Piney Ridge Apartments located at 233 Rocky Lane, Danville, VA 24540 offers case management and permanent supportive housing for adults.

A DPCS satellite office located at 111 Center Street, Gretna, VA 24557 offers case management, outpatient, and psychiatry services.

DPCS Residential Services, located at 505 Keen Street, Danville, VA 24540, 504 Middle Street, Danville, VA 24540, 4769 Franklin Turnpike, Danville, VA 24540, and 119 Ashlawn Drive, Danville, VA 24541 offers Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) services, DD waiver group home residential services, and DD waiver in-home residential services.

DPCS Day Services, located at 103 Dewey Place, Danville, VA 24541, offers DD waiver group day services, DD waiver community engagement services, DD waiver community coaching services, and ICF/IID day activities.

DPCS also serves several off-site agencies that include outpatient and case management services for the local court services unit, city jail, juvenile detention center, and treatment court.

Please visit <http://www.dpcs.org> for further information. The DPCS Fee Schedule is included in Attachment J.

Service Category Descriptions:

- a. **Assessment and Evaluation** – same day access, triage for appropriateness of services, completion of diagnostic clinical assessments, and clinical recommendations regarding service needs.
- b. **Case Management** – assisting individuals with accessing treatment and support for behavioral, emotional, psychiatric, substance use disorder, developmental/intellectual disabilities, social, and medical needs as well as accessing supports related to employment and housing.
- c. **Psychiatric Medical Services** – includes psychiatric evaluation and medication management and Office Based Addiction Treatment (OBAT)
- d. **Crisis Services** – include assessing youth and adults experiencing a mental health or substance use crisis or individuals with developmental disabilities who are at risk of crisis due to challenging behaviors and transitioning them to the most appropriate level of care within the Crisis Continuum. These services include Pre-admission screenings for involuntary psychiatric hospitalization, Mobile Crisis Response, Community Crisis Stabilization, CITAC, and future 23-hour Crisis Stabilization.
- e. **Residential Services** – include 24/7 ICF/IID, group home, and in-home services for adults with developmental disabilities.

- f. **Outpatient Services** – includes individual, group, and family outpatient therapy utilizing evidence-based models for youth and adults with mental health, substance use and/or ID/DD diagnoses. Competency restoration services are provided to adults and youth.
- g. **Permanent Supportive Housing Services** - outreach and engagement, connection to housing resources and treatment for eligible individuals.
- h. **Specialized Services** – Assertive Community Treatment (ACT), Peer Support, Psychosocial Rehabilitation, High Fidelity Wraparound, Substance Abuse Prevention, Early Intervention (PART C), Children’s Services Act/Family Assessment Plan Team Services.
- i. **Day Support/Community Engagement** - include group day, community engagement, community coaching, and ICF day activities for adolescents and adults with developmental disabilities.

2.4 EXISTING EHR SYSTEM

The current EHR vendor is Integrative dba Mitchell and McCormick, Inc. Their product Profiler was implemented in 2010. The EHR is a complex system which provides consumer service, account maintenance, billing (including payments, adjustments, transfers, etc.) and general ledger accounting transactions, reports and exports, and other document processing features.

Individuals seeking services present at multiple intake points. Developmental Services (i.e ID/DD) has an intake program where infants with developmental delays and people with developmental disabilities are assessed for services. Rapid Access is the primary intake point for the agency where same-day, walk-in admissions are available for all City of Danville/Pittsylvania County residents seeking mental health and substance use services. Individuals receive an initial assessment on their first visit to determine their needs and appropriateness for services. This includes gathering insurance information, demographic, emergency contact data, biographic, and clinical information. Staff record the collected information in the EHR System. Service plans are developed in the EHR, or third party systems and entered into the EHR.

Individuals receive services at multiple locations. Direct service providers record the service in the EHR System. The service information is compiled monthly to produce billing, caseload, and other management reports and is available for access by direct service staff or by reports that are generated for them. The information from the EHR System is electronically processed to produce individual and insurance billing. The data is also transferred electronically to the Virginia Department of Behavioral Health and Developmental Services (DBHDS) via Community Consumer Submission reporting (CCS). CCS transmission files are uploaded monthly via a secure VPN connection to DBHDS’s secure web site. DPCS calculates service charges based on a fee schedule, ability to pay rules based on the type of service, and third-party billing requirements, and then creates consolidated bills for each individual and third-party claims for all billable services. Direct service providers detail and support the services by documenting progress notes in the EHR System.

Compliance currently manually checks all information in the EHR System by running reports and viewing the dates as well as detailed information on each assessment and progress note. Finance currently has most Commercial Insurance payors billed via paper claims, with exceptions for Anthem, Medicare, Medicaid and MCO plans which bill electronically.

2.5 EXISTING EHR SERVER ENVIRONMENT

The current EHR system operates in-house on local DPCS servers. The current system was put into production in 2010 as UNI/CARE – Profiler. Profiler is now part of Integrative dba Mitchell and McCormick, Inc. The system is comprised of 8 servers to support the environment.

2.6 EXISTING EHR USER ENVIRONMENT

- Current active user count: 300
- Current prescriber count: 5
- Current concurrent user count:100

3.0 SCOPE OF WORK

This section describes, at minimum, Danville-Pittsylvania Community Services (DPCS) requested goods and/or services and the areas to be addressed in the Offeror’s proposal. The terms “shall” and “must” represent mandatory requirements. The terms “should” and “may” represent non-mandatory requirements (Refer to Section 4.0.). Proposal responses should be written in the same order as outlined below. In addition, Offerors are expected to review and submit **Attachments A-J** with their proposal response.

3.1 PROJECT GOALS AND REQUIREMENTS

Offerors should be thoroughly reviewed and address in their proposals the following expectations of the new proposed system:

A. General

The System should:

- a. Improve consumer service through the use of a system that provides greater direct customer access to information and DPCS resources
- b. Improve business processes using a system that streamlines current processes with the use of a customizable workflows, system flexibility for responding efficiently to policy changes, and features for ad hoc reporting and online dashboards through the use of an analytical feature
- c. Employ proven state of the art information system technology solutions to business practice challenges. DPCS expects improved efficiency and effectiveness through reduced ancillary systems, improved access to services through patient portal, improved communications through use of mobile features, and improved billing effectiveness through rule base service plan administration. A preferred solution is one that has been used successfully in behavioral health, inpatient residential, and medical organizations, with proven technology based on industry standards and practices. The solution should provide flexibility to allow for further advances in technology and for increasing and changing business practices.
- d. Incorporate outcome measures to continuously improve the quality of services. DPCS endorses organizational-wide efforts to achieve high quality consumer services, optimal consumer service outcomes and processes, and efficient uses of resources while both improving compliance with applicable regulations and decreasing organizational risk. The offeror should provide an overview of the key strategies and major system processes that the product provides to ensure consistent implementation throughout the organization. Additionally, the offeror should include a quality measurement process that is consistent with the implementation of the current community consumer

submission, version 3 (CCS-3) and any future iteration, Waiver Management System (WAMS), TRAC-IT, CASIE and health information exchanges.

- e. Ensure efficient and effective internal controls and regulatory compliance. The offeror's plan should include the development of internal organizational controls that promote adherence to applicable federal and state laws and regulations. The offeror's system should improve the organization's compliance with these regulations as well as serving to prevent fraud, abuse, and waste while simultaneously improving the quality of care to individuals receiving services. The system should be designed to promote the prevention, detection, and resolution of any instances of conduct which do not conform to federal and state laws and regulations, federal, state, and private payor behavioral healthcare program requirements, and the organization's business and ethical policies.

B. Business

The System should:

- a. Decrease ongoing training and support through an intuitive user experience.
- b. Provide access of data through publication of online dashboards and access to robust reporting tools.
- c. Increase productivity through the integration of third-party services (ex. rx, labs & authorizations).
- d. Greater customer communication through electronic means.
- e. Simplify our environment by reducing the overall number of additional solutions.
- f. Maintain the integrity of our data through robust audit trails.
- g. Decrease the cost and effort required to implement new lines of service.
- h. Increase individual outcomes through better health analytics.
- i. Maximize revenue through more robust dashboard for service recording compliance to processing billing and maximize collections through more robust dashboard for billing denials by third party payors.
- j. Lower cost of ownership through a highly reliable solution.

3.2 SCOPE OF SERVICES

The Scope of Services has been classified into three (3) primary categories: Project Implementation and Support, Data Migration, and Training.

A. Project implementation and support

- a. The contractor shall provide all infrastructure, software, programming, documentation, materials, products, tools, transportation, training materials, personnel, technical knowledge, and project management skills necessary to implement an electronic health record solution as outlined in this RFP. The proposed EHR solution should operate in an environment meeting DPCS's technical requirements specified within this RFP for

an unlimited number of users, with a perpetual use license. The installation will involve ensuring seamless data exchange between the proposed EHR system and the identified external data exchange points. Offerors should describe in their proposal how they will meet these requirements.

- b. The proposed EHR solution may operate in a hosted environment via managed services. Offerors must provide the full details of their hosted solution.
- c. Offerors should provide a description of how security will be planned, configured, and deployed, along with a declaration of vendor and DPCS responsibilities (desire AD authentication).
- d. Offerors should provide a detailed description of the overall proposed solution with the identification of included, optional, and third-party applications necessary to meet the functional requirements specified in this RFP.
- e. Offerors should develop and submit a preliminary project implementation plan to include a breakdown of phases, timing, and methodology. Proposals should include specifications of all software installation, data conversion, delivery of documentation, and training. The proposed project plan should be based on experience with implementations similar to DPCS in organization structure, services, and functional requirements. Offerors should specify proposed project resource needs from both the contractor and DPCS. Implementation services will be performed on a fixed-price, deliverable/milestone basis with payment occurring upon DPCS sign-off for acceptance of the deliverables/milestones (Refer to section 8.0).
- f. The offeror should include in their proposal a detailed project plan to include milestones/deliverable dates/timeframes and project status reviews. The contractor should provide a project manager that will be responsible for overseeing the contractor's work, the overall success of the project, and serving as the point of contact to DPCS's project manager. The contractor's assigned project manager should work with DPCS to develop a project implementation plan. Once the project implementation plan is baselined through written agreement by both DPCS and contractor, any changes to the plan must be agreed to in writing by DPCS before being incorporated into an updated baseline. The contractor's assigned project manager should, at a minimum, provide a written status report once every week to DPCS's project manager. This report should document the project's status, tasks completed since the previous status report, upcoming key tasks, key issues, and risks. DPCS would like to have a monthly executive level project review meeting and a semi-annual vendor product roadmap update. Offerors should identify in their proposal response how they will meet these requirements.
- g. The contractor should provide staffing levels and resources to ensure successful completion of the project implementation plan within the project timeline and budget. The offeror should provide in their proposal, as part of the proposed project implementation plan: a staffing plan which includes proposed key personnel, staffing levels, role descriptions, and responsibilities for each type of role required, and include a project org chart and key personnel resumes. The staffing plan should align with the proposed project implementation plan and show each resource utilization over the course of the project. It is the expectation that the contractor will not remove key personnel without DPCS's written consent. DPCS reserves the right to interview all proposed key personnel and request changes if needed. If key personnel leave the contractor's employment, and are re-assigned to a different role within the company

(provided that in the event of re-assignment, the contractor provides DPCS 60 days' prior written notice), or for reasons that are beyond the reasonable control of the contractor (e.g. death, disability, illegal or wrongful activity), the contractor may temporarily replace such person with a qualified person without DPCS's approval until a permanent replacement has been identified and approved by DPCS, for which approval shall not be unreasonably withheld, and such replacement person shall be deemed to be a key personnel. In no event shall DPCS be responsible for the training, knowledge transfer or other costs, and expenses associated with the replacement or designation of key personnel.

- h. Offerors should provide a proposed travel plan with references to onsite visits illustrated in the proposed project implementation plan.
- i. Offerors should describe the change order process to include what constitutes a no-cost change order and/or a cost-based change order and provide any standard change order templates. Any amendments/modifications to the contract shall be agreed to in writing by both parties and shall be documented on DPCS's form of amendment document. The contractor may submit supplemental documents (e.g. change order form) to be made part of DPCS's form of amendment document.
- j. The offeror should explain in their proposal the setup and maintenance of the development, quality assurance, training, and production areas in the managed services environment of the vendor hosted implementation. This will include the responsibility areas of either the vendor or DPCS. It is DPCS's intention that user acceptance testing will occur in the quality assurance environment. Development of interfaces and product customization will occur in the development environment.
- k. The contractor should conduct comprehensive testing of any custom development prior to release to DPCS for user acceptance testing. Offerors should provide an example of a comprehensive test plan for custom development items in their proposal responses.
- l. DPCS anticipates significant cultural changes will be required within the organization for proper implementation of the system. The contractor will be expected to participate extensively in process design efforts. The contractor's participation will be focused primarily on providing expertise, recommendations, and "best practices" for use of the system and restructuring of processes to best leverage the system's capabilities.
- m. Technical support and maintenance should be provided through an annual maintenance agreement between the contractor and DPCS. The proposal should describe in detail the warranty period and the maintenance agreement, including annual maintenance costs for software components for five (5) years after system acceptance in the production environment. The first twelve months of maintenance should be included in the initial purchase price of the software and will not commence until the application has been implemented in the production environment and accepted by DPCS. The maintenance agreement must provide ongoing systems support and maintenance, including upgrades, bug fixes, patches, state mandated reporting requirements, and other technical support necessary for DPCS staff to operate within the solution. The annual maintenance agreement shall be reviewed once a year by DPCS and offeror with both parties documented agreement to the terms on an annual basis.
- n. The offeror should describe in their proposal the process of requesting a data refresh from a production environment to a testing environment, indicating the number of requests that can be made within a given period.

- o. The offeror should describe in their proposal the software upgrade process highlighting all included software upgrade services provided by the vendor and any items that will be the responsibilities of DPCS as part of the upgrade process.
- p. Service level agreements including SAAS components should be submitted with proposals, which identify normal support hours of operation, incident reporting procedures, response times, escalation standards, incident classifications, service level guarantees with penalties for non-compliance, and financial credit for unexpected system downtime. Include disaster recovery procedures and disaster recovery architecture, vendor monitoring, and proactive communications, weekly/monthly reporting, as well as any online tools for communications. Describe data security commitments, periodic testing methodologies, certification, and problem corrective action commitments. Describe data breach protocols and liabilities.
- q. With prior written approval from DPCS, the contractor may subcontract portions of the work to be performed, but the contractor will retain responsibility for all the work included within the project implementation plan that is not assigned to DPCS.
- r. Offerors should propose an implementation support plan to include the period immediately prior to the go-live through a period of post go-live support until all purchased items are in production and functioning correctly. This should include staffing, criteria for go-live readiness acceptance, onsite presence for the go-live, post go-live to production support acceptance criteria, and stabilization activities as needed and agreed upon.
- s. Offerors should include a chart listing each proposed implementation deliverable with descriptions, due dates/completion timeframes, and specific responsibilities of the contractor and DPCS. Include explanation of contractor testing commitments and DPCS responsibilities. This should include a description of the techniques and processes for reporting/logging, tracking, and correcting all defects.
- t. Offeror should provide a list of EHR functions and processes that are directly managed by the offeror and those functions that can be managed by DPCS such as ICD-10 updates, billing set up/maintenance, multi-user state reporting solutions, and third-party integrations. Offer should specify in the proposal the process for requesting updates and UAT (i.e. user group, change order, or support team).
- u. Offeror must ensure product is compatible with most up-to-date versions of Microsoft Office products within 60 days of release.
- v. Offerors should provide a list of all third-party integrations that the solution provides with proposed pricing and details regarding training and support for third-party integrations (Section 8.0 Pricing Schedule).
- w. The table below lists all current DPCS systems that will need to be integrated with the new EHR. Offerors should include a list of all these required system-to-system integrations, the methodology used to achieve each integration (APIs, etc.), and all contractor/DPCS responsibilities for each integration along with testing, acceptance, and deployment procedures.

System Name	Location	Type	Description	Future State
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MIP	On-Prem	Application	General ledger accounting software	EHR must have capability to setup GL codes at various levels for accounting purposes; set up and change GL accounting period in the EHR to include the fiscal year and month to assure accounting data integrity; ability to capture and generate detailed and summary reports and csv extracts for the MIP accounting integration
Trizetto	External	Cloud	Claims clearinghouse	Automation and on demand
Dragon Speak	Desktop	Application	Voice-to-text	Continue with Dragon or have EHR offer full voice-to text integration
Dr. First	External	Cloud	E-Prescribing portal	Full integration w/ Dr. First or equivalent alternative
Zoom	External	Cloud	Telemedicine/Meetings	Zoom, Teams, or similarly integrated solution (portal)
CCS	On-Prem	Data extract	State reporting	More automated approach to extract data with additional Virginia state validation reporting
CCS Software	Desktop	Application	Validation and conversion software that produces an XML file	No change, state mandated process
LabCorp	External	Cloud	Enter lab order/view lab results	Integration required into new EHR
Microsoft Teams	External	Application	Phone system	Replace with Teams, integration with EHR would be ideal

CARS	Desktop	Microsoft Access	Community Automated Reporting System - State supplied solution (DBHDS); Track financial and utilization service for CSB services; supports external reporting to the State	Need to keep using CARS access database, new EHR needs to be able to report CARS data in a meaningful and dynamic way based on provider services categorized by funding source level (MH/DD/SU), etc.
WaMS	External	Cloud	Waiver services	New EHR to have full integration
Genoa	On-Prem	In-house pharmacy	In-house pharmacy in main headquarter building	Continue to be connected to whichever e-prescribing solution will be used with the new EHR
Behavioral Health Link (BHL)	External	Cloud	EHR system to track crisis services for DBHDS	New EHR to have full integration
Scanned Document Storage	On-Prem	Network storage	Document management solution	Full integration to EHR for document management without need to purchase a separate third-party product
TRAC-IT	External	Cloud	EHR System to track Part C data	New EHR to have full integration
SSRS	On-Prem	SQL server	Reporting and analytical tool: productivity reporting, financial reporting, manipulating data coming out of EHR	New EHR to have full integration that does not necessitate using a third-party tool
Risk Evaluation and Mitigation Strategy (REMS)	External	FDA website	Clozapine Risk Evaluation and Mitigation Strategy	Want integration for one-way upload of data
HMIS	External	Cloud	E.H.R. for PATH Outreach	Unknown
CASIE	External	Cloud	Utilized by Prevention Services	Unknown

Crystal Reports	Desktop	Application	Report coding and design	Unknown
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- x. The table below lists medical equipment that will need to be integrated with the new EHR. Offerors should include a list of integrated equipment, the methodology used to achieve each integration (APIs, etc.), and all contractor/DPCS responsibilities for each integration along with testing, acceptance, and deployment procedures.

Equipment	Program	Notes
EKO DUO	Behavioral Health/ Crisis Services	ECG+ stethoscope (MPN: DUO201)
Zebra CS60-HC	Behavioral Health/ Crisis Services	Wireless medical scanner

- y. The offeror should review the current DPCS Clinical Assessments and Forms (see Attachment H). The offeror should identify standardized assessment tools and forms available in the new E.H.R. The offeror should assist DPCS in development and customization of Assessments and forms by providing access to a repository of shared custom developed assessments/forms and provide training on how to build and customize assessments in the new E.H.R.
- z. The offeror should include in the proposal a detailed plan for document management. This plan should outline requirements for the offeror’s document management solution (i.e. SharePoint, third-party vendor, etc.), plans for migrating documents from the existing E.H.R., and potential risks. The offeror will provide in-person training and training documents regarding the document management solution. The offeror will include all costs associated with the implementation and ongoing maintenance of the document management solution within the proposal.

The State of Virginia is also implementing several new systems that DPCS will be required to utilize. While these systems, Crisis Platform and TRAC-IT, are inventoried and explained in our list of system integrations, specific requirements for these solutions are still evolving. DPCS desires that the selected solution provider develops and commits to a plan to become engaged with the proper state organizations and delivers a solution that minimizes or eliminates dual data entry in DPCS's electronic health record and the State's systems. Furthermore, the selected solution provider must comply and be able to implement future Virginia state reporting requirements.

B. Data Migration

- a. DPCS anticipates that a significant amount of data conversion will be required from existing applications as listed in the table below into the new system. DPCS will provide subject matter expert (SME) resources to cleanse and extract legacy EHR data. The data transformation activities will be a shared responsibility of DPCS and contractor. The data load in the new EHR system will be the contractor’s responsibility. The contractor will provide format of the data transfer, estimated timeframes and a list of data that cannot be transferred. Data sources which require migration are listed in the table below.

- b. It is DPCS’s preference that the contractor leads the migration strategy and execution. DPCS will assist the contractor’s technical resources to help in the conversion effort. Offerors should provide with their proposals the most complete estimate of data conversion requirements, resources, and expenses. Any resources the offeror anticipates being provided by DPCS should be indicated in proposal responses.
- c. Offerors should provide with their proposals a detailed implementation plan for transitioning data from the current systems into the new system to allow for searching, reporting, and editing needs. The implementation plan should specify the number of data migration iterations that would be performed, including the final data migration executed in support of production implementation.
- d. DPCS will support the contractor’s data migration team with the data extract approach and execution for conversion.
- e. Offerors should provide with their proposals a quality assurance (QA) plan for the data migration. The QA plan will include success metrics and the method for assessing the quality of the data migration. Conversion routine exception reports should reflect the legacy data and new system data to allow manual, side-by-side comparison of data to identify the specific error and conduct the research required to correct it.
- f. Client accounts receivable balances including balances in various payors for Medicare, Medicaid, MCOs, commercial insurance, local agencies, etc. will not be migrated until the final go-live date has been established. DPCS and contractor will work together to import data into the new EHR in order to prevent duplicate billing from two systems; however, DPCS will continue to bill third party adjustments from the current system as denials are processed from third party payors. The new EHR must accommodate manual entry/adjustment/payment of these balances from the previous EHR.
- g. Offerors should provide with their proposal an overview of the proposed data migration methodology with documented contractor and DPCS responsibilities; and provide details on the number and timing of test migrations along with verification and acceptance procedures. This should include the final conversion and cut-over process. The SOW should take into account all current data sources. Currently, DPCS utilizes many SQL/MS access/Excel repositories.

System Name	Location	Type	Description	Future State
ACT Access Database	Desktop	Application	ACT specific data not captured in the EHR	New EHR to replace database
Credentialing Spreadsheet (Excel)	Desktop	Spreadsheet	Insurance provider credentialing	New EHR to replace spreadsheet
Client Authorization Spreadsheets (Excel)	Desktop	Spreadsheet	Used to track service authorizations	New EHR to have its’ own robust service authorization solution

Profiler	On-prem	Application	Current EHR	Replace with new EHR
CASIE	External	Data Collector	Utilized by Prevention Services	New EHR will integrate with CASIE

C. Training

- a. The contractor should provide the training methodology supporting go-live. This should include provision of job aids, user manuals, instructional videos, or any other training activities and materials in support of the methodology. This should be provided in addition to online help available within the EHR application. All documentation should be developed and provided to DPCS by the contractor and all materials should be developed based on the solution delivered to DPCS.
- b. Offerors should provide in their proposals a description of the training methodology, approach, scope, and schedule. Training should include user application usage, user system configuration components (workflow, etc.), administrative system management, integrated systems, and any user tools such as report writers, security, etc.
- c. Training should be sufficient to prepare DPCS system administration staff to fully and completely administer and maintain the proposed solution without further reliance on contractor staff. Contractor should provide training on how to maintain all user configurable components within all necessary environments which will include production, test, development, and quality assurance.
- d. Formal training sessions and cross-training is desired to transfer detailed knowledge regarding user configurable components and out-of-the-box functionality. It is expected that DPCS staff will have the necessary knowledge to continue maintenance of configurable components after go-live.

4.0 PREPARATION AND SUBMISSION OF PROPOSALS

4.1 GENERAL INSTRUCTIONS

- A. To be considered for selection, Offerors must submit a complete response to:
MAIL, HAND DELIVERY, FED EX, UPS
Danville-Pittsylvania Community Services (DPCS)
Attn: Mary Beth Clement
245 Hairston Street – West Wing Receptionist
Danville, VA 24540
Monday – Friday 8:30 am – 5:00 pm
- B. RFP must include: One (1) original (marked) and six (6) copies of the proposal; One original version in PDF format on a USB drive; and one redacted version in electronic form. No other

distribution of the proposal shall be made by the offeror. Proposals will not be accepted by facsimile transmission or by electronic mail.

- C. Late Proposals. No proposal received after the date and time specified for receipt of offers will be considered. The time a proposal is received in hand is determined by the time stamped on the proposal receipt by the time clock at the Receptionist Desk in the West Wing Lobby. Proposals received late will not be accepted. DPCS is not responsible for delay in delivery by U.S. Postal Service, private carrier, hand delivery, or inter-office mail. It is incumbent upon the Offeror to ensure its proposal is received at the date, time, and place specified.

4.2 PROPOSAL PREPARATION

- A. Proposals shall be signed by an authorized representative of the firm. All information requested should be submitted. Failure to submit all the information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- B. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals that are not substantive may be considered non-responsive. It is not sufficient for the Offeror to address the proposal in general terms or in terms other than those outlined in the proposal.
- C. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be sequentially numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- D. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. Multiple proposals for the same solicitation will not be accepted.
- E. Ownership of all data, materials, and documentation originated and prepared for DPCS pursuant to the RFP shall belong exclusively to DPCS and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Code of Virginia §2.2-4342F, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

and may result in rejection of the proposal. If, after being given reasonable time, the offeror refuses to withdraw the prohibited classification designation, the proposal will be rejected.

- F. All proposals submitted in response to this RFP will become the property of DPCS and are not returned. However, if any portion of the proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract if requested, at the vendor's expense.
- G. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the offeror to clarify or elaborate on its proposal. This is a fact finding and explanation session only and does not include negotiation. The Purchasing Agency will schedule the time and location of these presentations. Oral presentations are an option for DPCS and may or may not be conducted.

4.2.1 Offeror's Understanding of the Requirements:

Offerors are responsible to inquire about and clarify any requirement of this RFP that is not understood. Oral requests for information will not be accepted. All inquiries must be submitted in writing to BOTH Jennifer Thompson, jthompson@dpcs.org and Mary Beth Clement via email at mclement@dpcs.org. **Please include RFP #2023EHR- ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM, in the subject line no later than 12:00 p.m. EST, September 21, 2023.**

4.2.2 Identification and Delivery of Proposal:

The signed RFP response must be returned in a single, sealed container by the date and time set herein, and identified as follows:

Return Address:

Vendor's name and complete mailing address

Address to:

Danville-Pittsylvania Community Services

Attn: Mary Beth Clement

West Wing Receptionist

245 Hairston Street

Danville, VA 24540

Lower left: RFP # 2023EHR

RFP Title: ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM

Closing Date: October 12, 2023 at 2:00 P.M., EST

- If an RFP response is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the response to be disqualified. RFP responses delivered that require an "Additional Postage Due" payment will not be accepted.
- RFP responses may be hand delivered to the designated location identified on the cover page. No other correspondence or other RFP response should be placed in the envelope.

4.3 PROPOSAL DOCUMENTS

The offeror must submit the Proposal with the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

- A. Name of firm submitting proposal; main office address; contact name with phone number and email address; when organized; if a corporation, when and where incorporated; appropriate Federal and State registration numbers.
- B. A list of any current contracts or services offered by the vendor with The Virginia Department of Behavioral Health and Developmental Services or other Virginia Community Services Boards/Behavioral Health Agencies.
- C. Provide Attachment D for Reference checks

Tab 1: Forms

Return the RFP cover sheet completed and signed as required, including signed addenda acknowledgments, if any.

- A. A cover letter outlining in general, the contents of the offer, and certification of the firm's intent to comply with all requirements listed in the RFP
- B. Completed and signed cover sheet
- C. State Corporation Commission Form required of all Offerors – Attachment A
- D. Other forms as required (e.g., Insurance Certificate)
- E. Provide a narrative explanation of any limitations, exceptions or exclusions of service, and a description of any assumptions made or expectations of DPCS not herein delineated

Tab 2: Qualifications and Experience of Offeror

- A. Written narrative statement to include:
 - The firm's organizational structure and history, locations and subsidiaries; legal status (e.g., corporation, joint venture) and location of primary operation.
 - Names, qualifications and experience, and roles of principals.
 - Resume of all key staff to be assigned to the project and the roles of the individuals.
- B. Litigation/Legal
 - Disclose any information about prior or pending legal proceedings or business litigation against the firm, any officer or principal (jointly and separately), or key personnel. Provide an explanation and indicate the current status of disposition.
 - Disclose any instances of licensure or code violations, circumstances, and final disposition.

Tab 3: Demonstrated Knowledge and Program Requirements

- A. Provide details of current or recent (within three years) services of similar nature. Provide evidence of licenses, certifications, and approvals for other relevant programs
- B. Provide specific plans for providing the proposed services including:
 - Provide a detailed narrative describing the firm's approach to providing the types of services required in the Scope of Services, including a description of the proposed services that are stipulated in this RFP.

- Describe in detail what, when, and how the services will be performed, implemented and ease of use.
- C. A description of the proposed record keeping and information sharing system that complies with all state and federal standards (including HIPAA).
- D. Clearly identify any proposed equipment or goods including operating parameters, illustrations, etc. required to satisfy the Scope of Services.
- E. Provide a transition plan and time frame for implementation and completion.

Tab 4: Financial Data and Proposed Price

- A. Firm’s Financial Data. Provide financial data such as bonding capabilities, Financial Statement or Annual Report for the most recent two fiscal years ended. See also Item 5D.
- B. A narrative description that explains the method used to establish the annual charge. This description must include an explanation of the projected annual reduction due to anticipated revenue.

Tab 5: Organizational Capacity

Describe the overall organization’s mission, vision, and array of services. Include the overall organizational structure and statistical data regarding individuals served by service area as well as any other data that describes the organization’s capacity.

- A. Describe the organization and staff experience related to the program approach. Provide contact information for three references that can speak to the organization’s experience.
- B. Describe a staffing plan to accomplish the work and provide job descriptions for staff to include qualifications and resumes of any staff that are currently in place.
- C. Provide financial statements audited by an independent Certified Public Accountant (CPA). This should include the opinion letter, management letter, income statement, balance sheet, and notes to the financial statements from the most recent two years reporting periods. In addition, provide an income statement and balance sheet from the current reporting period.

The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by DPCS purchasing agent.

5.0 EVALUATION, SELECTION AND AWARD PROCESS

Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors should address each evaluation criteria and to be specific in presenting its qualifications. Proposals should be as thorough and detailed as possible so that DPCS may properly evaluate Offeror’s capabilities to provide the required services. As soon as practical following the closing time, DPCS will open and list the proposals for the record. This is not a public opening.

During the evaluation phase, proposals are reviewed by the Evaluation Committee to ascertain which proposals address all the requirements of the RFP, and to conduct an analysis to document the adequacy of the proposals. Proposals deemed technically non-responsive or not as responsive as other proposals may be eliminated at this point.

- A. Oral Presentation: Offerors who submit a proposal in response to this RFP may give an oral presentation of their proposal to DPCS Evaluation Committee. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. DPCS will schedule the time and location of these presentations. The Evaluation Committee will use information gained during these discussions, and information presented in the proposal, to rank Offerors in accordance with criteria stated in the RFP.

Negotiations: The Evaluation Committee will use the evaluation criteria listed in Section 9.0, the proposal submission and the oral presentation(s) in selecting the firm(s) for negotiation and recommendation for award of the contract. For goods, non-professional services and insurance: Selection will be made of the Offerors deemed fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including costs. Negotiations will then be conducted with each of the Offerors so selected. Price will be considered but may not be the sole or primary determining factor.

- B. Award: After negotiations have been conducted with each Offeror so selected, DPCS will select the Offeror which, in its opinion, has made the best proposal and provides the best value, and will award the contract to that Offeror. Should DPCS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The contract awarded will incorporate by reference all requirements, terms and conditions of the solicitation (RFP), all negotiated requirements and the Offeror's proposals as negotiated.

6.0 GENERAL TERMS & CONDITIONS

The following Terms and Conditions are MANDATORY and shall be incorporated verbatim in any contract award:

6.1 ADDENDA

Any changes or supplemental instructions to a solicitation shall be in the form of written addenda. Each offeror is responsible for obtaining all addenda posted on the Procurement section of the DPCS webpage (www.dpcs.org). Addendums will be signed and submitted with the submitted proposal. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.

6.2 ANNOUNCEMENT OF AWARD

Upon the award or decision to award a contract as a result of this solicitation, DPCS will publicly post such notice on the Agency's webpage (www.dpcs.org) for a minimum of 10 days.

6.3 ANTI-DISCRIMINATION

By submitting its proposal, Offeror certifies to Danville-Pittsylvania Community Services that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds

into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in A. and B. below apply:

A. During the performance of this contract, the vendor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts over \$10,000.00.
- 2) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such vendor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient to meet the requirements of this Section.

B. The contractor will include the provisions of A. above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.4 ANTITRUST

By entering a contract, the contractor conveys, sells, assigns, and transfers to DPCS all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by DPCS under said contract.

6.5 APPLICABLE LAWS AND COURTS

This solicitation and any contract resulting from this solicitation shall be governed and construed in accordance with Virginia law without considering conflicts of laws rules. The parties hereto expressly agree that the proper forum for adjudication of matters arising under or relating to the contract resulting from this solicitation shall be the Circuit Court of the City of Danville. The Offeror shall comply with applicable federal, state and local laws and regulations.

6.6 APPROPRIATION OF FUNDS

The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of DPCS's fiscal year, are subject to the appropriation by the Board of Directors of DPCS of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor

6.7 ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of DPCS.

6.8 AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title

50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Only companies located within the United States of America, and their support services, will be considered.

6.9 AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that DPCS shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this contract.

6.10 BID PRICE CURRENCY

Unless stated otherwise in this solicitation, Offerors shall state offer prices in US dollars.

6.11 BIDDER, OFFEROR AND CONTRACTOR COMPLIANCE

All Bidders, Offerors and Contractors shall comply with the Virginia Public Procurement Act, (Code of Virginia § 2.2-4300, et seq.), and all applicable DPCS policies, regulations and procedures adopted pursuant thereto.

6.12 CHANGE ORDERS

Change orders must be approved by DPCS prior to work being performed.

6.13 CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. DPCS may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify DPCS of the adjustment to be sought, and before proceeding to comply with the notice, shall await DPCS's written decision affirming, modifying, or revoking the prior written notice. If DPCS decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give DPCS credit for any savings. Said compensation shall be determined by one of the following methods:

- 1) By mutual agreement between the parties in writing; or

- 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- C. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present DPCS with all vouchers and records of expenses incurred and savings realized. DPCS shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to DPCS within thirty (30) days from the date of receipt of the written order from DPCS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the dispute's provisions of the *Code of Virginia*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by DPCS or with the performance of the contract generally.

6.14 CLARIFICATION OF TERMS

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Procurement contacts whose names appear on the face of the solicitation, no later than 12:00 p.m. EST, September 21, 2023. Any revisions to the solicitation will be made only by addendum issued.

6.15 CONFLICT OF INTEREST

The Contractor certifies and warrants that neither Contractor, nor the individual signing on Contractor's behalf, has any business or personal relationships with any other persons, including DPCS employees, or companies that conflict with the Commonwealth of Virginia's Conflict of Interest Act.

6.16 CONTRACTOR BACKGROUND CHECKS

In order to preserve the integrity and security of DPCS operations, contract workers may be required to undergo a criminal background check conducted by DPCS. DPCS will conduct these checks for any worker it believes will have unsupervised access to DPCS designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for DPCS.

6.17 CONTRACT DOCUMENTS

The contract entered by the parties shall consist of the Request for Proposal, the proposal submitted by the vendor; General Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.

All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.

Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

6.18 CONTRACTOR'S PERFORMANCE

The Contractor agrees and covenants that its agents and employees shall comply with all DPCS, State, and Federal laws, rules, and regulations applicable to the business to be conducted under the Contract. The Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion to avoid injury to a person or damage to property of any and all kinds. The Contractor shall cooperate with DPCS officials in performing the Contract work so that interference with normal operations will be held to a minimum.

6.19 CONTRACTUAL CLAIMS

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: Executive Director, 245 Hairston Street, Danville, VA 24540 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. DPCS' Executive Director will render a decision on the claim and will notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal against the decision of DPCS' Executive Director to the Board of Directors by providing written notice to DPCS Executive Director, within 15 days of the date of the decision. The Board of Directors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such a decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to DPCS no later than 30 days following the conclusion of the work or delivery of the goods.

6.20 COPYRIGHTS OR PATENT RIGHTS

The offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save DPCS, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.

6.21 ETHICS IN PUBLIC CONTRACTING

By submitting its proposal, Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with its proposal, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6.22 DEBARMENT STATUS

By submitting its proposal, Offeror certifies that it is not currently debarred suspended or otherwise excluded from submitting proposals on contracts by any public body of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting proposals on contracts by a public body of the Commonwealth of Virginia or by an agency of the United States of America.

6.23 DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, DPCS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which DPCS may have.

6.24 DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

6.25 ETHICS IN PUBLIC CONTRACTING

By submitting its proposal, Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with its proposal, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6.26 FAITH-BASED ORGANIZATIONS

The Authority does not discriminate against faith-based organizations. (*Code of Virginia* Section 2.24343.1, as amended)

6.27 FINANCE/INTEREST CHARGES

Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the DPCS.

6.28 FORM OF AGREEMENT

It is the Authority’s intent to utilize the Service Agreement included in ATTACHMENT C to execute the final agreement between DPCS and the Contractor. Except where otherwise prohibited by law, the Offeror shall note in the proposal response any exceptions to the terms and conditions of the RFP or the Service Agreement.

6.29 GOVERNING LAW

Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for the City of Danville.

6.30 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting its proposal, Offeror certifies that it does not and shall not during the performance of this contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986 (the “Act”) or otherwise violate the provisions of the Act.

6.31 INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless DPCS, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of DPCS or to failure of DPCS to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.

6.32 INSURANCE

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum insurance coverages and limits:

- A. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- B. Employer’s Liability - \$100,000
- C. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. D. Technology Errors & Omissions: \$1,000,000 per occurrence.
- E. Automobile Liability - \$1,000,000 combined single limit. Coverage should include all owned, hired and non-owned automobiles.

Danville-Pittsylvania Community Services must be named as Certificate Holder and must be listed as additional insured and so endorsed on the policy.

Certificate Holder:

Danville-Pittsylvania Community Services
Attn: Mary Beth Clement
245 Hairston Street
Danville, VA 24540

6.33 LAWS AND REGULATIONS

- A. The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- B. This contract and all other contracts and subcontracts are subject to the provisions of the Code of Virginia, Articles 3 and 5, Chapter 4, Title 40.1, relating to labor unions and the “right to work.” The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
- C. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under the Code of Virginia, Title 40.1 shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
- D. All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by DPCS or the Commonwealth of Virginia.

6.34 LOSS AND/OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

(PHI) – BREACH NOTIFICATION

The Contractor shall be responsible for reporting all incidents involving the loss and/or disclosure of contractor maintained or hosted DPCS PHI information or DPCS PHI information system. Notification shall be made to DPCS within one (1) hour of discovering the incident. In the event of a breach requiring notification based upon federal, state or local laws or statutes, the Contractor shall bear all costs associated with required notifications and subsequent remediation actions for each individual impacted.

6.35 MANDATORY USE OF FORMS

Failure to submit a proposal on the forms provided for that purpose may be cause for rejection of the proposal as non-responsive. Modifications of or additions to any portion of the proposal forms including to the Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, DPCS reserves the right to decide on a case-by-case basis, in its sole discretion, whether to accept or reject such a proposal.

6.36 MODIFICATION OF THE CONTRACT

The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and DPCS given in the same manner and form as the original signing of the contract.

6.37 NEGOTIATING CONTRACT REDUCTIONS

DPCS reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and DPCS at the time of contract execution. DPCS may initiate such negotiations whenever DPCS determines that it is in DPCS’s best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; DPCS may terminate the contract immediately and without penalty if DPCS is unable to renegotiate the compensation with the Contractor to an amount which DPCS determines to be appropriate.

6.38 NO CONTACT POLICY

During the conduct of this solicitation, no Offeror shall initiate contact with any representative of DPCS concerning the conduct of this solicitation. Any contact with a DPCS representative is prohibited and may result in disqualification from the procurement process.

6.39 NONDISCRIMINATION OF CONTRACTORS

A offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing reoffenders on the specific contract is not in its best interest. If the award of this contract is made to a faith based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

6.40 NOTIFICATION

Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their proposal; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the authority shall be given to DPCS, Danville-Pittsylvania Community Services, 245 Hairston Street, Danville, VA 24540, Attn: Mary Beth Clement, Director of Finance. The Contractor agrees to notify DPCS immediately of any change of legal status or of address.

6.41 MODIFICATION OF THE CONTRACT

The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and DPCs given in the same manner and form as the original signing of the contract.

6.42 PAYMENT

A. To Prime Contractor:

- 1) Invoices for services delivered shall be submitted by the Contractor directly to the Finance Office. The preferred method is by email to Wendy Lackey, Accounting Manager, wlackey@dpcs.org. Invoices may also be mailed to 245 Hairston Street, Danville, VA 24540. All invoices must have the contract number and the federal employer identification number (for proprietorships, partnerships, and corporations).
- 2) DPCS terms are Net 30. However, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 3) The following shall be deemed the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 4) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders

are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, DPCS shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. The provisions of this section do not relieve DPCS of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

- B. DPCS encourages contractors to accept electronic payment and will provide the contractor a form to complete for ACH payment upon receipt of the first invoice for payment.

6.43 PRECEDENCE OF TERMS

The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTIDISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF FORMS AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS and PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions or any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

6.44 PROPRIETARY INFORMATION

Code of Virginia Section 2.2-4342(F), as amended, states: “Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall

- (i) invoke the protections of this section prior to or upon submission of the data or other materials,
- (ii) identify the data or other materials to be protected in Attachment F, and
- (iii) state the reasons why protection is necessary.” If the exemption from disclosure provided by Code of Virginia Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.

6.45 QUALIFICATIONS OF OFFERORS

DPCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and the offeror shall furnish to DPCS all such information and data for this purpose as may be requested. DPCS reserves the right to inspect the contractor’s physical plant prior to award to satisfy questions regarding the offeror’s capabilities. DPCS further reserves the right to reject any proposal if the evidence submitted by or investigations of such offeror fails to satisfy DPCS that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

6.46 RECEIPT AND OPENING OF PROPOSALS

- A. It is the responsibility of the offeror to assure that the proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
- B. Proposals will be opened at the time and place stated in the advertisement, and their contents made public for the information of offerors and others interested who may be present either in person or by a representative. The officer or agent of the owner, whose duty it is to open them,

will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a proposal not properly addressed and identified.

- C. The provisions of the Code of Virginia, § 2.2-4342, as amended, shall be applicable to the inspection of proposals received.
- D. If DPCS is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published proposal opening, the proposal opening date will default to the next open business day at the same time.

6.47 REFERENCES

The offeror shall provide references in the format as required in Attachment D which substantiate past work performance and experience in the type of work required for the contract. DPCS may contact all references furnished by offerors. The right is further reserved by DPCS to contact references other than, and/or in addition to, those furnished by the offeror.

6.48 SENSITIVE INFORMATION HANDLING

Any information in the possession of DPCS which is specific to an employee, student, citizen, DPCS business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from DPCS facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within DPCS facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of DPCS's department head, if any, and the specific entity's information systems technology department manager or director. In the event that the specific entity entering the contract does not have an information systems technology department, then the consent must be obtained from the DPCS Compliance & Information Systems Director, or designee. Any access to DPCS information by contract workers from outside DPCS intranet shall be in accordance with existing technology security policies and procedures as required by the executed contract. Contract worker network connected computer equipment will be subject to all applicable DPCS policies and procedures. Any exception to the application of these policies shall require approval by the specific entity's information systems technology department manager or director. In the event that the specific entity entering the contract does not have an information systems technology department, then the approval must be obtained from the DPCS Compliance & Information Systems Director, or designee

6.49 SEVERABILITY

If any provision of the Scope of Work, General Terms and Conditions or Special Terms and Conditions be held invalid, such holding shall not affect the remaining provisions.

6.50 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, a Offeror organized or authorized to transact business in the Commonwealth pursuant to *Code of Virginia*, § 13.1 or § 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or § 50 or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with *Code of Virginia*, §13.1 and § 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and DPCS's use and acceptance of such form, or its acceptance of Contractor's statement

describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance. (ATTACHMENT A)

6.51 TAXES

Sales to DPCS are normally exempt from State sales tax. State Sales and Use tax certificates of exemption, Form ST-12, will be issued upon request.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

6.52 TECHNOLOGY AGREEMENTS

The Offeror shall submit terms of service, terms of use, end user license agreements, software license agreements, etc. with the proposal for any online activity (i.e. hosted, online, portal, website, support site, etc.) or software that is required to use or support the product or service being proposed by the Offeror. These agreements shall be submitted with tracked changes to delete any terms that conflict with the RFP and the Service Agreement.

6.53 TERMINATION

DPCS may terminate this contract in one of two methods:

A. Termination with Cause.

- 1) DPCS may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of DPCS's intent to so terminate. Such notice shall be delivered at least fifteen (15) calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
- 2) In case of failure to deliver goods or services in accordance with the contract terms and conditions, DPCS, after due oral or written notice, may procure them from other sources and hold the vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that DPCS may have.
- 3) If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of the Contract to DPCS's satisfaction during this fifteen (15) calendar-day period as indicated in writing to the Contractor, then DPCS's notice of termination with cause shall be deemed null and void.
- 4) Upon such termination, DPCS shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by DPCS up to the time of termination and upon delivery to DPCS of all completed or partially completed work performed by the Contractor. DPCS shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

B. Termination without Cause.

- 1) DPCS may terminate this Contract without cause by delivery or written notice to the Contractor of DPCS's intent to so terminate. Provide the delivery of such notice at least ninety (90) calendar days prior to the date of termination and, otherwise, given in accordance with the requirements of this Contract for the delivery of notices.

- 2) Upon such termination, DPCS shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by DPCS up to the time of termination plus such portion of the fixed fee to which the Contractor may be entitled under this Contract as a result and upon delivery to DPCS of completed or partially completed work. DPCS shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. Upon such termination, the Contractor shall have no further obligation under this Contract.

6.54 TESTING AND INSPECTION

DPCS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

6.55 UNAUTHORIZED ALIENS

The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (Code of Virginia Section 2.2-4311.1, as amended)

6.56 WAIVER OF ONE BREACH NOT WAIVER OF OTHERS

No waiver by DPCS or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

6.57 WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by the individual listed on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal. No proposal shall be altered or amended after the specified time for opening. After the deadline fixed for proposal receipt, A offeror for a public contract may request withdrawal of his proposal from consideration if the price proposal was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the proposal and which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the proposal sought to be withdrawn. If a proposal contains both clerical and judgment mistakes, a offeror may request withdrawal of his proposal from consideration if the price proposal would have been substantially lower than the other proposals due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a proposal and which shall be clearly shown by objective evidence drawn from inspection of original work papers documents, and materials used in the preparation of the proposal sought to be withdrawn. In order for work papers, documents, and materials submitted with the notice of withdrawal to be deemed trade secret or proprietary information pursuant to *Code of Virginia*, § 2.2-4342(F), a offeror must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under *Code of Virginia*, § 2.2-4342(F) is necessary(Attachment F).

7.0 SPECIAL TERMS & CONDITIONS

The following Terms and Conditions are desirable. Offerors may propose alternative language; however, the basic contract form shall be retained. Offerors are requested to limit proposed changes, if any, to those of a substantive nature.

7.1 ACCEPTANCE PERIOD

Any response to this solicitation shall be valid for a period of 90 days. At the end of the 90 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it shall remain in effect until an award is made or the solicitation is cancelled. DPCS may cancel this Request for Proposals or reject proposals at any time prior to an award.

7.2 ACCESS TO DPCS PROPERTY

Contractor's employees are restricted to those areas to which they have been assigned to work and are not authorized to roam in other areas of the building.

7.3 ADDITIONAL USERS/COOPERATIVE PROCUREMENT

This procurement is being conducted on behalf of DPCS and other public bodies in accordance with § 2.24304 of the Virginia Public Procurement Act.

- A. If approved by the Contractor, the resulting contract may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directory with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of the Offeror's proposal.
- B. Upon Contractor approval, any public body using the resulting contract may execute a separate contract with the Contractor to include additional terms and conditions required by statute, ordinance or regulation; or to remove terms and conditions which may conflict with its governing statutes, ordinances or regulation. If the additional terms and conditions are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that public body.
- C. DPCS, its officials and staff are not responsible for placement of orders, invoicing, payment, disputes or any other transaction between the contractor and the public bodies; and in no event shall DPCS its officials or staff be responsible for any costs, damages or injury resulting to any party from the use of a DPCS contract.

7.4 AUDIT

The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. DPCS or State auditors shall have full access to and the right to examine any of the Contractor's program material during said period. DPCS further reserves the right to review, on demand and without notice, all files of any subcontractor employed by the Contractor to provide services or commodities under this Contract where payments by DPCS are based on records of time, salaries, materials or actual expenses. In cases where the Contractor maintains multiple offices, records to be audited should be maintained locally or be deliverable to a location in the Danville area.

7.5 AUTHORIZED REPRESENTATIVES

This contract may be modified in accordance with Paragraph IV.9 of this solicitation and §2.2-4309 of the *Code of Virginia*. Such modifications may only be made by the representatives authorized to do so or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed price basis may not be increased more than twenty- five percent (25%) or \$50,000, whichever is greater, without the approval by the DPCS Board of Directors. Notice of the requested increase must be provided to the authorized representative below.

Authorized Representative:

DANVILLE-PITTSYLVANIA COMMUNITY SERVICES
James F. Bebeau, LPC, Executive Director
245 Hairston Street
Danville, VA 24540
Contractor must list the Authorized Representative below:

CONTRACTOR:

7.6 AWARD OF CONTRACT

Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so, stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. DPCS may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should DPCS determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor’s proposal as negotiated

7.7 CANCELLATION OF CONTRACT

DPCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation

7.8 CONFIDENTIALITY

The Contractor shall ensure that information and data obtained as to personal or medical facts and circumstances related to Individuals will be collected and held confidential and will not be divulged without the written consent of the individual. The Contractor shall comply with the security and privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and shall make available for inspection and/or reproduction by DPCS any records in the possession of the Contractor that relates to the services provided under this Contract. This provision shall not expire. The Contractor may be required to execute a HIPAA Business Associate Agreement.

7.9 CONTINUITY OF SERVICES

- A. The Contractor recognizes that the services under this contract are vital to DPCS and must be continued without interruption and that, upon contract expiration, a successor, either DPCS or another contractor, may continue them. The Contractor agrees:
 - To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - To make all DPCS-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and,
 - That the DPCS Executive Director shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- B. The Contractor shall, upon written notice from the Executive Director, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services.
- C. The Contractor may be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Executive Director in writing prior to commencement of said work

7.10 CONTRACT TERM/CONTRACT RENEWAL/CONTRACT EXTENSION

- A. Contract Term
The initial term of this contract may be for five (5) years or as negotiated.
- B. Contract Renewal This contract may be renewed for successive terms of two (2) year periods, or other negotiated timeframe, under the terms and conditions of the original contract except as stated in subsections a. and b. below. DPCS may continue to purchase follow-on maintenance and support in accordance with the same renewal pricing herein, or as negotiated between the parties, for as long as DPCS utilizes the system. Price increases may be negotiated only at the time of renewal. Upon a determination by DPCS to renew this contract for an additional term, written notification will be given to the Contractor. In addition, performance of an order or Statement of Work (SOW) issued during the term of this contract may survive the expiration of the term of this contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until the Services and Deliverables pursuant to such order or SOW have met the final Acceptance from the Authorized User. The contractor shall not include any automatic renewal provisions in any maintenance agreement or software licenses as part of any order or SOW between the Authorized User and Contractor.

- a. If DPCS elects to exercise the option to renew the contract for a two year period, or as otherwise negotiated, the contract price(s) for the two year period shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the “All Items”, not seasonally adjusted, category of the All Urban Individuals section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/ppi> or <http://www.bls.gov/cpi>.
- b. If during any subsequent renewal periods, DPCS elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the “All Items”, not seasonally adjusted, category of the All Urban Individuals section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/ppi> or <http://www.bls.gov/cpi>.
- c. Contract Extension DPCS has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

7.11 COOPERATIVE PROCUREMENT

In the event a contract is awarded from this solicitation, it may be used by other public bodies as allowed by *Code of Virginia*, § 2.2-4304. The Contractor shall deal directly with any public body it authorizes to use the contract. Danville-Pittsylvania Community Services, its officials, and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall DPCS, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of the contract. Danville-Pittsylvania Community Services assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

7.12 DISPUTES

In accordance with §2.2-4363 of the *Code of Virginia*, contractual disputes shall be resolved according to Section 6.19 of this document and any subsequent DPCS policy or procedure issued and agreed to by the Contractor.

7.13 DATE OF COMMENCEMENT

The date of commencement shall be established in a written Notice to Proceed issued by DPCS.

7.14 DEMONSTRATIONS

Shortlisted Offerors will be required to present a multi-day scripted demonstration of the proposed EHR platform.

7.15 E-VERIFY PROGRAM

EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired

employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify

7.16 FINAL INSPECTION

At the conclusion of the work, the contractor shall demonstrate to the authorized DPCS representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

7.17 INFORMATION SECURITY GENERAL PROTECTION

The Contractor will develop, implement, maintain, and use commercial best practices, including appropriate administrative, technical, and physical security measures, to preserve the confidentiality, integrity and availability of DPCS data (as that term is defined in the Service Agreement) received from, or on behalf of a DPCS employee, student, citizen, or DPCS business function. These measures will be extended to all subcontractors used by the Contractor. The purchase and implementation of a new DPCS good or service requires use of a formal assessment review process to evaluate the security and risk level of an Offeror's good or service prior to finalizing acquisition of that good or service. The security review includes a due diligence risk analysis, which is conducted prior to final acquisition by DPCS information security and technical staff in consultation with the Offeror. The review will analyze minimum information security requirements as described in the Technical Information Security Requirements — (ATTACHMENT B). Response to Attachment B should be submitted with Offeror's proposal.

- A. The Offeror agrees to follow DPCS procedures and provide answers to Attachment B to ensure compliance with Federal and State laws and regulations, DPCS policies, and security standards and baselines for the data classification level.
- B. DPCS information security and technical staff will review the results and reserves the right to verify the Offeror's responses prior to an award recommendation.
- C. Identified gaps between required information security controls for the data classification level and the Offeror's implementation as documented by DPCS shall be tracked by the Offeror for mitigation. Depending on the severity of the gaps, DPCS may require the gaps to be remediated before contract award, or within a timeframe mutually agreeable to both parties. Any remediation costs shall be negotiated between DPCS and the Offeror

7.18 INVOICES

All invoices must be rendered promptly to DPCS after all Services covered by the invoice have been provided and accepted. Where performance is completed in less than one (1) month, the Contractor shall invoice DPCS for the full amount of the order at the completion thereof. Where performance is longer than one (1) month, the Contractor shall invoice monthly in arrears. No invoice may include any cost other than those identified in the Agreement.

Invoices shall provide at a minimum:

- Vendor Name, Address and Taxpayer Identification Number (TIN)
- DPCS Ordering Individual
- Contract Number

- Date of Invoice
- Unique Invoice Number
- Monthly charges
- Date(s) of Services
- Complete description of Services
- Discounts, if applicable

The Contractor shall submit a valid invoice to the address indicated by the tenth (10th) day of the month following the month in which services were rendered.

The preferred method to receive invoices is via email to the Mailbox of the Accounting Manager, Wendy Lackey at wlackey@dpcs.org.

In lieu of email, invoices may be mailed to:

Danville-Pittsylvania Community Services
 Attn: Wendy Lackey
 West Wing
 245 Hairston Street
 Danville, VA 24540

7.19 OWNERSHIP OF DOCUMENTS

- A. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of DPCS, become DPCS property and shall be delivered to and remain the property of DPCS upon completion of the work or termination of the Contract. DPCS shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.
- B. Any documents or other materials provided to the Contractor by DPCS shall be returned to DPCS upon delivery of the final products and-or services. Any art work, negatives, proofs, or other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of DPCS and shall be sent to DPCS upon delivery of the final products and-or services unless otherwise requested by DPCS. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

7.20 PRIME/GENERAL CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that may be utilized, using the best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the acts and omissions of the subcontractors and of persons employed by them as the Contractor is for the acts and omissions of employees.

7.21 PROMOTIONAL DISCOUNTS

The Contractor shall extend any promotional sale prices or discounts immediately to DPCS during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

7.22 PROTECTION OF DPCS DATA

To protect DPCS data, as that term is defined in the Service Agreement, the Contractor shall maintain secure, efficient, and effective information security processes documented by evidenced usage of industry acceptable information security standards, such as current version of ISO 27001/ISO 27002 certification/compliance status, SSAE NO. 16 Attestation status, or use NIST 800-53 controls. The Offeror shall show evidence of usage of any or all these industry best practice controls to be considered for award of a contract. DPCS data transmitted to Contractor and stored by Contractor pursuant to the resultant Service Agreement shall reside at a data storage center within the United States (excluding the U.S. territories). The Contractor agrees to notify DPCS promptly upon any knowledge of a security incident or security breach associated with DPCS data bound by the resultant Service Agreement. If Contractor requires DPCS to agree to terms and conditions in addition to those contained in the Service Agreement, any limitations on Contractor's liability contained in such terms and conditions shall not apply to Security Breaches or the unauthorized release of DPCS data. An "unauthorized release" means a security event in which DPCS data is copied, transmitted,

7.23 RECORDS

Records of all Individuals served under this Contract shall be the property of DPCS and shall revert to DPCS on the last day of the contract period. DPCS may assign such records to the Vendor if a contract is re-awarded or renewed, or DPCS may transfer copies of the client record totally or in part to subsequent vendors for continuity of service. Fiscal and program records shall be maintained for three years or until audited in accordance with Commonwealth of Virginia requirements, whichever is later.

7.24 SOFTWARE LICENSE(S)

DPCS acknowledges that it does not have a license or any rights to software provided by Contractor pursuant to this Agreement. During the term of this Agreement, and subject to the provisions of this Agreement, Contractor hereby grants to DPCS a limited, non-transferable, worldwide, royalty-free, non-exclusive license to use the software solely as specified in this Agreement. Except as expressly granted in this Agreement, DPCS is not licensed to use, copy, modify, or distribute copies of all or any portion of the software.

DPCS will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Contractor software. In no event shall Contractor's remedies for any breach of DPCS's Service Agreement include the right to terminate any license or support services thereunder.

7.25 SOFTWARE SUPPORT

As part of the software purchase price, one year software support for each item shall be included. Support shall include phone support and all software updates. Updates shall include Correction Releases, Point Releases, and Level Releases. Support begins on the first day of the month after the software is installed by Contractor. Purchase price for third party products shall also include one year software support. Space has been provided in the Pricing Schedule for pricing for Year(s) 2-5 Software Support.

7.26 SOFTWARE TITLE

The Contractor represents and warrants that it is the sole owner of the software product, or if not the owner, has received all proper authorizations from the owner to license the software product, and has the full right and power to grant the rights contained in this contract. Contractor further warrants and represents that the software product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person. The Contractor agrees to hold DPCS harmless in this regard.

7.27 SOURCE CODE ESCROW

- A. For each of the conditions defined in a. and b. below, the Contractor hereby agrees to place into an escrow account with a mutually agreed upon third party escrow agent two (2) copies of the source code for each such item of application software, in a form necessary for a programmer of ordinary skill to modify and maintain and convert the application software into object code and install and execute the application software without further assistance from the Contractor. The Contractor will also place into escrow the data dictionary and entity relationship diagrams, compilation instructions in a written format or recorded on video format, a list of maintenance tools and third party systems with their manufacturer's name and contact information used in development and maintenance, etc. and all manuals not previously provided to DPCS that are used in development and maintenance of the application software, as well as a running object code version submitted on a virus free media, compiled and ready to be read by a computer, so that the escrow agent can verify the contents of the deposit in good working order and certify good condition to DPCS. All referenced documentation shall be provided in the English language.
- a. Not later than 15 Days after DPCS's giving notice to the Contractor of acceptance of each item of application software licensed under this Agreement.
 - b. Not later than 15 Days after the shorter of:
 - (1) DPCS's installation in either a production or non-production environment of any new major release of any application previously accepted by DPCS in an earlier release, and which DPCS has purchased a license to use such new version release or was granted such license under the terms herein; or
 - (2) a quarter yearly basis.
- B. All costs associated with the set-up and maintenance of the escrow account shall be paid for by the Contractor.
- C. The escrow agent shall be authorized to release the source code to DPCS solely upon the occurrence of any of the following events:
- (1) the Contractor's cessation, for any reason, to do business;
 - (2) DPCS's purchasing of the source code outright;
 - (3) the Contractor's failure to install and certify any item of application software;
 - (4) the Contractor's generally making such source code available to other licensed users of the application software;
 - (5) the Contractor's failure to fulfill any of its material obligations under this Agreement; or
 - (6) the Contractor's failure or refusal to continue to support or offer further development for any one or more items of application software where DPCS is up to-date in its payment of all application support for each such item(s) of application software pursuant to this Agreement. Upon such release of the source code, DPCS shall receive a nonexclusive, nontransferable, perpetual, license to use the source code solely for the maintenance, enhancement, improvement and updating of the application software product in connection with DPCS's use of the application software.
- D. A form of escrow agreement among DPCS, the Contractor and the escrow agent shall be agreed upon and executed simultaneous with the execution of this Agreement. Materials should be shipped to DPCS via traceable courier or electronically. Upon receipt, escrow agent should contact the Contractor and DPCS to verify receipt.

7.28 TRAVEL

DPCS shall not be liable for any reimbursement costs associated with travel. Offerors are encouraged to forecast any relevant travel expenses and include as part of the total solution.

8.0 PRICING SCHEDULE

Proposals submitted by Offerors should include all services required and described in Section 3.0 SCOPE OF WORK and all applicable attachments to the RFP, to successfully obtain and operate the proposed EHR solution. Pricing should be submitted in the following format, as applicable.

PRICING SCHEDULE: A price breakdown should be provided in addition to this pricing schedule to include, but not limited to: Base product and each proposed additional product (license fees, maintenance fees, etc.); Third-party products (license fees, maintenance fees, etc.)

DESCRIPTION	VENDOR ENVIRONMENT PRICE
<p>EHR System (Turn-Key) including the first year of maintenance and support which will not commence until the application has been implemented in the production environment and accepted by DPCS (Refer to Section III.B.1.m). A price breakdown should be provided in addition to this pricing schedule to include, but not be limited to (as applicable):</p> <ol style="list-style-type: none"> 1. Initial implementation – General configuration 2. Project Management/Governance 3. Customization 4. Integration 5. Data Conversion/Migration 6. Training 7. Hosted Solution Costs: Setup; First year cost breakdown by products/services provided 8. Third-Party Software Costs - Initial costs (licenses, implementation, hardware, as applicable) 9. Pre go-live readiness & cut-over support 10. Post go-live support 11. Travel (Refer to Section 7.28) 	<p>\$ _____</p>
ANNUAL MAINTENANCE & SUPPORT FEE	
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
TOTAL RECURRING COST: YEARS 2-5	\$ _____
TOTAL COST OF SOFTWARE SOLUTION YEARS 1-5	\$ _____

In addition to the Pricing Schedule and supplemental pricing breakdowns noted above, provide any additional detailed costs for goods and services that could be essential in meeting DPCS’s specific requirements to include, but not limited to (as applicable):

- A. Optional application hardware requirements, as applicable;
- B. Customization;
- C. Additional training options (onsite, web, etc.) with descriptions;
- D. Description of maintenance fee commencement and how system customization, if any, may impact maintenance costs;
- E. Additional pricing options for annual maintenance and warranty to include options for multi-year agreements;

Offerors should provide a preliminary deliverable/milestone-based payment schedule that defines proposed payment intervals where all defined deliverables/milestones are based on acceptance. All project deliverables/milestones should be clearly described with the Contractor and DPCS responsibilities explained along with acceptance criteria. The Offeror should also include an option for a percentage of payments held back which may occur at the end of the project. It should be documented that all DPCS rejections will require the Contractor to re-do and resubmit the rejected deliverables at no additional cost.

Offerors should address how new/additional services, products, and upgrades are priced (initial and recurring costs).

9.0 EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations.

Criteria
Product Functionality
Technology Fit and Capabilities
Price
Financial Viability and Organization Strength of Offeror
Maintenance and Support Capabilities
Relevant Experience of Offeror
Relevant References of Offeror and EHR System
Customization capabilities
Billing Functionality
Communication/correspondence during RFP process
Items noted during product demonstrations

10.0 AWARD PROCEDURE

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, DPCS shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. Should DPCS determine in writing and in its sole discretion that only

one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

11.0 ATTACHMENTS

ATTACHMENT A - Virginia State Corporation Commission (SCC) Form

ATTACHMENT B – Technical Information Security Requirements

ATTACHMENT C – Sample Service Agreement

ATTACHMENT D – References

ATTACHMENT E – EHR Solutions Business Requirements

ATTACHMENT F – Proprietary/Confidential Information Identification

ATTACHMENT G – EHR Regulatory Reporting Requirements

ATTACHMENT H – DPCS Clinical Assessments and Forms

ATTACHMENT I – DPCS Business Associate Agreement

ATTACHMENT J – DPCS Service and Fee Schedule

REQUEST FOR PROPOSAL
ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM
RFP#: 2023EHR
Attachment A
Virginia State Corporation Commission (SCC) Registration Information

The undersigned Offeror:

_____ is a corporation or other business entity with the following SCC identification number:

-or-

_____ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-or-

_____ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location)

-or-

_____ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in titles 13.1 or 50 of the *Code of Virginia*.

_____ check here if you have not completed any of the foregoing options, but currently have pending before the SCC an application for DPCS to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals.*

Signature: _____ (Date)

Name: _____

(print)

Title

Name of firm: _____

* DPCS reserves the right to determine in its sole discretion whether to allow such a waiver

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Attachment B
Technical Information Security Requirements

ATTACHMENT B - Technical Information Security Requirements

Compliance/Certification

- A. Please describe your organization's ISO 27001/ISO 27002 certification or compliance status.
- B. Please describe your organization's SSAE No. 16 Attestation status.
- C. Please describe this system's compliance with NIST 800-53 v5 controls.
- D. Please describe any third party licenses required for the software. Please describe the process for upgrading, fixing and supporting the third party software.
- E. Please confirm that exchanges of sensitive data shall be approved in writing by DPCS before any sensitive data is released to others by the Contractor. Please verify where data will reside.

II. Authentication

- A. Please describe how the application authenticates users.
- B. Please describe how the application interfaces with Active Directory.
- C. Does the solution require unique authentication in order to access the system?
- D. Please describe any single sign on capabilities of the system.
- E. Please describe the ability to accommodate enhanced security requirements, such as dual authentication.
- F. Please describe the ability to interface with Cisco Duo multifactor authentication.

III. Role-Based Access

- A. Please describe the system's ability to set access based on role within the system.
- B. Please describe the system's ability to set access based on department within the system.
- C. Please describe the system's ability to allow users to designate certain fields as confidential and restrict access to those fields.
- D. Please describe how the solution allows for the designation of a system administrator separate from the security administrator or data users.
- E. Please describe how the solution restricts access by user id.
- F. Please describe how the solution restricts access by database table.
- G. Please describe how the solution restricts access by transaction type.
- H. Please describe how the solution restricts access by screen or menu.
- I. Please describe how the solution restricts access by report type.
- J. Please describe the system's security controls to define users authorized to perform the following:
 1. Log On
 2. Add Data
 3. Delete Data
 4. Change Data
 5. View Data
 6. Search data

7. Approve data

K. Please describe security reports showing:

1. Authorized system use
2. Unauthorized system use
3. Security profiles by user (indicates multiple profiles)
4. Effective dates security changes

IV. General Security

- A.** Please describe your organizations' process to assign clearance levels to internal or subcontract positions, for accessing sensitive data.
- B.** Please describe employment and background check processes on employees and subcontractors that will be involved in the direct support or custody of data and processes associated with the proposed solution.
- C.** Please describe your segregation of duties for staff performing key functions which if not separated may create security collusion or other social engineering risks.
- D.** Please verify data is secure through the entire life cycle of the system to include data entry or data collection, data manipulation, data reporting or publishing, data transfer or transmission, data storage and data disposal.
- E.** Please verify the ability to conduct testing with test or fictitious data (not LIVE data).
- F.** Please describe policies and procedures for emergency software fixes and patches.
- G.** Please describe any software escrow assurance.
- H.** Please verify organization utilizes software for continuous detection and elimination of viruses.
- I.** Please describe system reconciliation methods to verify consistency and accuracy of data.
- J.** Please describe information security incident response capability.
- K.** Please verify DPCS shall be notified within 24 hours of any confirmed data breach.
- L.** Provide change control processes that document baseline configuration and change control processes over the baseline configuration to ensure only approved and authorized changes are implemented in the system.
- M.** Please verify use of performance monitoring tools to ensure business solution/system availability.
- N.** Please describe workforce information security awareness training.
- O.** Please describe any vulnerability scanning or penetration testing on your system.
- P.** Solution has industry standard protection against injection attacks – Please describe your secure coding methods and use of Open Web Application Security Project recommendations to minimize web application security threats (i.e. SQL, OS, PHP, ASL, Shell, HTML/Script, etc.).
- Q.** Please describe any certifications and/or secure coding certifications held by your staff.

V. Password Management

- A.** Please verify that you can provide the following password management functionality (by security administrator):
1. Password length can be defined to a minimum number of positions.
 2. Password aging is a defined maximum number of days.
 3. Password lock-out after defined number of failed attempts.
 4. Notification when number of failed attempts is exceeded.

5. Passwords can be reset by specified levels of administrators.

6. Passwords can be changed by users if access password is correct.

7. Passwords must be case sensitive.

8. Password must contain alpha-numeric and special characters.

9. Please describe if passwords should be randomly generated by the system and be sent in an encrypted e-mail to the user so the administrator resetting does not know password.

10. Secure self-serviced password reset should be allowed. Please describe.

11. Password cannot be the same as the account name.

B. Please describe ability to disconnect or automatically logs out user session during designated periods of Inactivity.

C. Please describe if system warns user that they will be disconnected before automatically logging off user.

D. Please verify users can be inactivated verses deleted when access is no longer needed.

E. Enforces a limited number of consecutive invalid attempts by a user during an organization defined time period.

F. Please describe ability to limit the number of concurrent sessions for each user to an organization defined number.

VI. Encryption

A. Describe encryption method and strength for passwords in motion.

B. Describe encryption method and strength for passwords at rest.

C. Please describe encryption type and level for data in motion.

D. Please describe encryption type and level for data at rest.

E. Describe the methods used to encrypt back-up data, if applicable.

VII. Audit Trails

A. Please describe audit records containing information that establish what type of event occurred, when the event occurred, where the event occurred, the source of the event, the outcome of the event and the identity of any individuals or subjects associated with the event.

B. Please verify all system administrator changes are tracked in audit trails.

C. Please verify all security administrator changes are tracked in audit trails.

D. Please verify there is an audit trail of login attempts.

E. Please verify audit trails can be maintained for a user defined time period.

F.	Please verify inactivation of users does not alter audit logs.
G.	Please verify: the audit trails can support on-demand audit review, analysis and reporting requirements and after-the fact investigations of security incidents; the generation of audit reports does not alter the original content or time ordering of audit records.
H.	Please verify configuration transactions are contained in the audit trails.
I.	Please verify all workflow transactions are contained in the audit trails.
J.	Please verify audit trails contain the following and cannot be edited:
	1. User ID
	2. Name
	3. IP Address (source or destination)
	4. Date
	5. Time stamps
	6. Event descriptions
	7. Data before changes
	8. Data after changes
	9. Success/fail indications
	10. Access control or flow control rules invoked
	11. Filenames involved
K.	Please verify audit reports show the following about interfaces:
	a. Documents
	b. Type of transaction
	c. Source of transaction
	d. Error reports

e. E-mail address if interface fails or is successful

f. Ability to track system generated documents that have been generated for an account/customer.

g. Ability to capture the date and recipient's information for files sent to external recipients.

L. Please verify audit information cannot be altered using any software utility.

M. Please verify metadata, if it exists, is included in the audit trail.

N. Please verify system resources used for auditing.

VIII. Life Cycle & Disaster Recovery

A. Please describe backup, redundancy and disaster recovery protection from risk of fire, utility failure, structural collapse, plumbing leaks or other such man-made or natural disasters.

B. Please describe how you maintain and test contingency plans.

C. Please describe any service level agreements associated with the information system.

**REQUEST FOR PROPOSAL
ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM
RFP#: 2023EHR**

Attachment C – Sample Service Agreement

**SERVICE AGREEMENT # FOR
ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM**

THIS AGREEMENT, entered into as of this _____ day of _____, 20__ (“effective date”), by and between [DANVILLE-PITTSYLVANIA COMMUNITY SERVICES (“DPCS”), Danville, Virginia a political subdivision of the Commonwealth of Virginia] and [insert Contractor name], (“Contractor”).

WITNESSETH:

WHEREAS, by Request for Proposal No. 2023EHR (the “RFP”), DPCS solicited interested firms to submit proposals for **Electronic Health Record Management System**; and

WHEREAS, Contractor has represented to DPCS that it is fully capable of performing the services described in this Agreement, and DPCS has relied on such representation to select Contractor to provide the services; and

WHEREAS, DPCS and Contractor now desire to enter into an agreement setting forth their rights and obligations with regard to Contractor's performance of the services.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the parties agree as follows.

1. **Scope of Services.** Contractor shall furnish all labor, materials and services necessary to satisfy the requirement of DPCS as set forth in the RFP, this Agreement, and any additional services described in the Contractor's proposal entitled “[insert title of proposal response]” dated [insert date of Contractor's proposal] and any revisions thereto, hereinafter referred to as “Proposal”. The work to be performed by the Contractor is described in detail in the RFP and the Proposal, and shall be referred to collectively as the “Services”. Contractor represents that it will perform the Services in accordance with generally accepted professional standards, and will provide DPCS with the best possible advice and consultation within Contractor's authority and capacity. In the event of any conflict between the terms of the document originating from DPCS (“DPCS Document”, including the RFP, this Service Agreement, and subsequent exhibits, and a document originating from the Contractor (“Contractor Document” including the Proposal response documentation) the terms of DPCS Document shall control.

2. **Authorization.** Contractor warrants that it has the right to enter into this Agreement and to perform all obligations hereunder. Contractor represents that the execution of this Agreement and performance of any of its obligations hereunder are duly authorized and in compliance with applicable federal, state and local laws, rules and regulations. Contractor represents that it holds all valid licenses and permits necessary to perform the Services and will promptly notify DPCS in the event any such license or permit expires, terminates or is revoked.

3. **DPCS's Obligations.** DPCS shall furnish Contractor, upon request, with any information, data, reports, and records which are reasonably available to DPCS and necessary for carrying out Contractor's responsibilities, so long as the provision of such information, data, reports, and records to Contractor is consistent with applicable law. DPCS shall designate a person to act as DPCS's contact with respect to the Services. DPCS's representative shall have the authority to

transmit instructions, receive information and interpret and define DPCS's policies and decisions pertinent to Contractor's Services.

4. **Time of Performance.** All Services to be performed and any reports to be prepared hereunder by Contractor shall be undertaken and completed promptly pursuant to a schedule to be agreed upon between DPCS and the Contractor. It is expressly understood and agreed by the parties hereto that time is of the essence.

5. **Contract Terms.** The initial term of this contract may be for one (1) year or as negotiated. This contract may be renewed for successive one (1) year periods, or other negotiated timeframe, under the terms and conditions of the original contract except as stated in subsections a. and b. below. DPCS may continue to purchase follow-on maintenance and support in accordance with the same renewal pricing herein, or as negotiated between the parties, for as long as DPCS utilizes the system. Price increases may be negotiated only at the time of renewal. Upon a determination by DPCS to renew this contract for an additional term, written notification will be given to the Contractor. In addition, performance of an order or Statement of Work (SOW) issued during the term of this contract may survive the expiration of the term of this contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until the Services and Deliverables pursuant to such order or SOW have met the final Acceptance from the Authorized User. Contractor shall not include any automatic renewal provisions in any maintenance agreement or software licenses as part of any order or SOW between the Authorized User and Contractor.

a. If DPCS elects to exercise the option to renew the contract for an additional one-year or other negotiated period(s), the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the "All Items", not seasonally adjusted, category of the All Urban Individuals section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/ppi> or <http://www.bls.gov/cpi>

b. If during any subsequent renewal periods, DPCS elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the "All Items", not seasonally adjusted, category of the All Urban Individuals section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/ppi> or <http://www.bls.gov/cpi>

DPCS has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

6. **Compensation.** DPCS shall pay Contractor, provided that Contractor performs to the satisfaction of DPCS, fee(s) as follows:

7. **Time of Payment.** Contractor shall submit invoices in accordance with the schedule outlined above. DPCS shall make payments to Contractor subject to the terms of this Agreement within thirty (30) days of receipt of Contractor's correct invoice. Contractor understands and accepts that DPCS will not pay any finance charges imposed on any invoices submitted by the Contractor for services performed under this Agreement. If the Agreement is terminated by DPCS and not in any way through the fault of Contractor, payments due Contractor for services rendered prior to termination shall be paid to Contractor and shall constitute total payment for such services. If this Agreement is terminated in whole or in part due to the fault of Contractor, Contractor shall

have no right to claim payment due for services performed but uncompensated at the time of termination provided that DPCS is not delinquent in its payments to Contractor. Payments made to Contractor shall not be considered as evidence of satisfactory performance of the work by Contractor, either in whole or in part, nor shall any payment be construed as acceptance by DPCS of inadequate services.

8. **Non-Appropriations.** The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by DPCS Board of Directors and appropriation by them of the necessary money to fund this Agreement for each succeeding year.

9. **Termination.** It shall be the sole right of DPCS to terminate this Agreement at any time for any reason upon written notification to the Contractor.

10. **Records and Inspection.** Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to this Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by DPCS and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including indirect labor and overhead allocations) as they may apply to costs associated with this Agreement. DPCS shall have access to such records from the effective date of this Agreement, for the duration of the Agreement, and until two (2) years after the date of final payment by DPCS to the Contractor pursuant to this Agreement. DPCS's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph. DPCS further reserves the right to conduct any testing or inspection it may deem advisable to assure that goods and/or services conform to the specifications in the contract documents. DPCS reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as DPCS may deem necessary to assure complete compliance with the requirements of the specifications. The Contractor shall offer full cooperation with personnel in the employ of DPCS in making these tests. If such goods and services are found to be defective in any respect, due to the fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction.

11. **Acceptance of Goods or Services.** The goods and/or services delivered under a resulting contract shall remain the property of the Contractor until a physical inspection is made, and thereafter accepted to the satisfaction of DPCS. In the event the goods and/or services supplied to DPCS are found to be defective or do not conform to specifications, DPCS reserves the right to cancel the order upon notice (verbal or in writing) to the Contractor or revoke acceptance of the defective or non-conforming goods and return goods to the Contractor at the Contractor's expense.

12. **Insurance.** The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and DPCS from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect DPCS, and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to DPCS's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Agreement. All insurance carriers shall waive any and all subrogation against DPCS, and it shall be the sole responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this requirement.

The Contractor's insurance coverage shall be primary and non-contributory to any program of insurance or self-insurance that DPCS may or may not have in force, and the insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

The Contractor shall maintain during the initial term, and any additional terms of this Agreement, the following equivalent coverage and minimum limits:

(a) Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage must be Broad Form and include Products & Completed Operations, Bodily Injury, Property Damage and Contractual Liability.

(b) Worker's Compensation: Virginia Statutory limits including Employers Liability limits of \$100,000 each accident, \$100,000 each disease-each employee, and \$500,000 policy limit.

(c) Technology Errors & Omissions: \$1,000,000 per occurrence. An insurance certificate shall be provided as evidence of the required insurance. The insurance certificate:

1. Must reflect that the Commercial General Liability policy names the Danville-Pittsylvania Community Services their officers, employees, and agents, as an additional insured by endorsement to the policy or as required by contract. Additional insured status applies to all work of the named insured performed on behalf of Danville-Pittsylvania Community Services for this policy period.
2. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to DPCS;
3. Must have an authorized signature;
4. The Certificate Holder should be listed as: **Danville-Pittsylvania Community Services, 245 Hairston Street, Danville, VA 24540**

13. **Confidentiality**. Unless expressly authorized by DPCS, Contractor, its officers and employees, shall not divulge to anyone other than DPCS officials in either written or verbal form any information or data obtained as a result of performing services pursuant to this Agreement. Contractor agrees to assume all responsibility for ensuring the privacy, confidentiality, and security of DPCS data released to Contractor under this Agreement through the use of necessary and appropriate security and technical controls.

14. **When Rights and Remedies Not Waived**. In no event shall the making by DPCS of any payment to Contractor constitute or be construed as a waiver by DPCS of any breach of covenant, or any default which may then exist, on the part of the Contractor, and the making of any such payment by DPCS while any such breach or default exists shall not impair or prejudice any rights or remedies available to DPCS in respect to such breach or default.

15. **Non-Discrimination Provision.** During the performance of this Agreement, Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age or disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing subparagraphs a, b, and c in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

16. **Drug Free Workplace.** During the performance of this contract, the Contractor agrees to:

(a) Provide a drug-free workplace for the Contractor's employees.

(b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(c) State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

(d) Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17. **Hold Harmless.** Contractor shall indemnify, defend and hold DPCS, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Contractor of any term of this Agreement or an Order or arising out of Contractor's negligent or intentionally wrongful acts or omissions. As a matter of law, DPCS is prohibited from indemnifying Contractor, subcontractors, or any third party beneficiaries of the Agreement.

18. **Governing Law.** Contractor and DPCS agree that this Agreement shall be deemed to have been made in Virginia and that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Contractor and DPCS further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in the Circuit Court in the City of Danville, VA to the express exclusion of any otherwise permissible forum.

19. **Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to DPCS:

**Danville-Pittsylvania
Community Services
Attn: Mary Beth Clement
245 Hairston Street
Danville, VA 24540**

If to the CONTRACTOR:

**Name of Contractor
Attn.: Name of Contractor contact
Address
City, State Zip**

20. **Assignment.** This Agreement and Orders may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may freely assign this Agreement and Orders to an Affiliate or to an acquirer of all or part of Contractor's business or assets, whether by merger or acquisition, provided that Contractor notifies DPCS of such assignment and DPCS does not object in writing within 15 days of receiving such notification

21. **Entire Agreement.** This Agreement and any additional or supplementary documents incorporated herein by reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. This Agreement shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

22. **Subcontractors.** No portion of the work shall be subcontracted without prior written consent of DPCS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish DPCS the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract and compliance with applicable General Terms and Conditions (including, without limitation, the nondiscrimination and drug-free workplace provisions).

DPCS reserves the right to reject any subcontractor selected by Contractor. DPCS shall exercise this right in good faith and for a legitimate reason. Upon such rejection, the subcontractor shall immediately cease any work on the Project. A subcontractor selected by Contractor to replace a rejected subcontractor must be approved in writing by DPCS prior to performing any work on the Project. Such approval will not be unreasonably withheld.

23. **Taxes, Unemployment Insurance and Related Items.** Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on the work covered by this Agreement or in any way connected therewith. Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and Contractor shall reimburse DPCS for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law DPCS may be required to pay the same or any part thereof.

24. **Independent Contractor.** Contractor's relationship with DPCS shall at all times be that of an Independent Contractor. The method and manner in which Contractor's Services hereunder shall be performed shall be determined by Contractor and DPCS will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. Nothing in this Agreement shall be construed to make Contractor, or any of its employees, employees or agents of DPCS.

25. **Special Educational or Promotional Discounts.** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to DPCS during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

26. **DPCS Data.** "DPCS data" includes all Protected Health Information and other information that is not intentionally made generally available by DPCS on public websites or publications, including but not limited to business, administrative, and financial data, intellectual property, and patient, student, and personal data. Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, driver's license number, and student or personnel identification number; "personal information" as defined in Virginia Code Section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student "education records" as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; credit card and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes; and state- or federal-identification numbers such as passport, visa, or state identity card numbers.

27. **Contractor Software: Intellectual Property, Proprietary Rights, License.** DPCS acknowledges that it does not have a license or any rights to software provided by Contractor pursuant to this Agreement. During the term of this Agreement, and subject to the provisions of this Agreement, Contractor hereby grants to DPCS a limited, non-transferable, worldwide, royalty-free, non-exclusive license to use the software solely as specified in this Agreement. Except as expressly granted in this Agreement, DPCS is not licensed to use, copy, modify, or distribute copies of all or any portion of the software.

DPCS will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Contractor software. In no event shall Contractor's remedies for any breach of this Agreement include the right to unilaterally terminate any license or support services hereunder.

28. **Software Support.** As part of the software purchase price, one year software support for each item shall be included. Support shall include phone support and all software updates. Updates shall include Correction Releases, Point Releases, and Level Releases. Support begins on the first day of the month after the software is installed by Contractor. Purchase price for third party products shall also include one year software support.

29. **Software Title.** The Contractor represents and warrants that it is the sole owner of the software product, or if not the owner, has received all proper authorizations from the owner to license the software product, and has the full right and power to grant the rights contained in this contract. Contractor further warrants and represents that the software product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person. The Contractor agrees to hold DPCS harmless in this regard.

30. **Warranty.** Contractor warrants that the software and all of the related software products and services will perform functionally as described in the documentation provided in accordance with this Agreement, and with the Contractor's marketing literature, and Contractor's specification; and that the software and user documentation furnished by Contractor are compatible; and that the software shall be free of defects in design, workmanship, and materials which prevent them from being used for their intended purpose.

31. **Rights and License in and to DPCS Data.** DPCS and Contractor agree that as between them, all rights, including all intellectual property rights, in and to DPCS data shall remain the exclusive property of DPCS, and Contractor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

Contractor shall not (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, DPCS data or software; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the software, in whole or in part; (iii) allow access to, provide, divulge, or make available DPCS data or software to any users other than employees and individual contractors who have a need to such access; (v) modify, adapt, translate, or otherwise make changes to DPCS data or software except where authorized by this Agreement or other duly executed contract between DPCS and Contractor.

If Contractor becomes legally compelled to disclose any DPCS Data, whether by judicial or administrative order, applicable law or regulation, or otherwise, then Contractor shall use all reasonable efforts to provide DPCS with prior notice before disclosure so that DPCS may seek a protective order or other appropriate remedy to prevent the disclosure. If a protective order or other remedy is not obtained prior to when any legally compelled disclosure is required, Contractor will only disclose only that portion of DPCS Data that it is legally required to disclose.

32. **Protection of DPCS Data.** To protect DPCS data the Contractor shall maintain secure, efficient, and effective information security processes documented by evidenced usage of industry acceptable information security standards, such as current version of ISO 27001/ISO 27002 certification/compliance status, SSAE NO. 16 Attestation status, or use NIST 800-53 controls. The Offeror shall show evidence of usage of any or all these industry best practice controls to be considered for award of a contract.

DPCS data transmitted to Contractor and stored by Contractor shall reside at a data storage center within the United States (excluding the U.S. territories).

The Contractor agrees to notify DPCS promptly upon any knowledge of a security incident or security breach associated with DPCS data.

If Contractor requires DPCS to agree to terms and conditions in addition to those contained in this Service Agreement, any limitations on Contractor's liability contained in such terms and conditions shall not apply to Security Breaches or the unauthorized release of DPCS data. An "unauthorized release" means a security event in which DPCS data is copied, transmitted, viewed, stolen, or used by an individual or entity unauthorized to do so.

33. **Source Code Escrow.**

a. For each of the conditions defined in i. and ii. below, the Contractor hereby agrees to place into an escrow account with a mutually agreed upon third party escrow agent two (2) copies of the source code for each such item of application software, in a form necessary for a programmer of ordinary skill to modify and maintain and convert the application software into object code and

install and execute the application software without further assistance from the Contractor. The Contractor will also place into escrow the data dictionary and entity relationship diagrams, compilation instructions in a written format or recorded on video format, a list of maintenance tools and third party systems with their manufacturer's name and contact information used in development and maintenance, etc. and all manuals not previously provided to DPCS that are used in development and maintenance of the application software, as well as a running object code version submitted on a virus free media, compiled and ready to be read by a computer, so that the escrow agent can verify the contents of the deposit in good working order and certify good condition to DPCS. All referenced documentation shall be provided in the English language.

- i. Not later than 15 Days after DPCS's giving notice to the Contractor of acceptance of each item of application software licensed under this Agreement.
- ii. Not later than 15 Days after the shorter of: (1) DPCS's installation in either a production or non-production environment of any new major release of any application previously accepted by DPCS in an earlier release, and which DPCS has purchased a license to use such new version release or was granted such license under the terms herein; or (2) a quarter yearly basis.

b. All costs associated with the set-up and maintenance of the escrow account shall be paid for by the Contractor.

c. The escrow agent shall be authorized to release the source code to DPCS solely upon the occurrence of any of the following events: (1) the Contractor's cessation, for any reason, to do business; (2) DPCS's purchasing of the source code outright; (3) the Contractor's failure to install and certify any item of application software; (4) the Contractor's generally making such source code available to other licensed users of the application software; (5) the Contractor's failure to fulfill any of its material obligations under this Agreement; or (6) the Contractor's failure or refusal to continue to support or offer further development for any one or more items of application software where DPCS is up-to-date in its payment of all application support for each such item(s) of application software pursuant to this Agreement. Upon such release of the source code, DPCS shall receive a nonexclusive, nontransferable, perpetual, license to use the source code solely for the maintenance, enhancement, improvement and updating of the application software product in connection with DPCS's use of the application software.

d. A form of escrow agreement among DPCS, the Contractor and the escrow agent shall be agreed upon and executed simultaneous with the execution of this Agreement. Materials should be shipped to DPCS via traceable courier or electronically. Upon receipt, escrow agent should contact the Contractor and DPCS to verify receipt.

34. **Malware Protection.** Contractor hereby warrants that to the best of its knowledge there is no malware in any portion of the software and/or its computer system and that it has used commercially reasonable efforts to ensure that the software and/or its computer system is free of malware and has undergone malware-checking procedures consistent with industry standards. The term "malware" as used herein means any computer code designed to (a) disable, disrupt, or damage DPCS's use of the software, DPCS data, or DPCS's network or (b) damage or destroy any DPCS data without DPCS's consent.

35. **Encryption Standards.** Contractor agrees to utilize strong encryption standards (AES/256 bit or greater) for the storage, transport, and transmission of DPCS data for purposes of executing the agreement between DPCS and Contractor.

36. **Data Custodianship.** Contractor shall provide DPCS access to DPCS data at DPCS's request in a mutually agreed upon format. Such agreement shall not be unreasonably withheld. Contractor shall also provide access to any derivatives or alterations of DPCS data at DPCS's request.

Upon termination of this Agreement, upon loss of usefulness of DPCS data, and/or upon request by DPCS, but not later than 30 days after such event, Contractor will ensure that DPCS data is removed from all media forms and securely destroyed. "Securely destroyed" means that Contractor will utilize industry-grade standards when taking actions to render the data unrecoverable by both ordinary and extraordinary means.

37. **Security Breach.** "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which DPCS data is exposed to unauthorized disclosure, access, alteration, or use. The Contractor shall be responsible for reporting all incidents involving the loss and/or disclosure of contractor maintained or hosted DPCS data. Notification shall be made to DPCS within one (1) hour of discovering the incident. In the event of a breach requiring notification based upon federal, state or local laws or statutes, the Contractor shall bear all costs associated with required notifications and subsequent remediation actions for each individual impacted.

38. **Liability for Security Breach.** If Contractor must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of DPCS data known as Personally Identifiable information, the following provisions apply. In addition to any other remedies available to DPCS under law or equity, Contractor will reimburse DPCS in full for all costs incurred by DPCS in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

39. **Inapplicability of Limitations of Liability.** If Contractor requires DPCS to agree to terms and conditions in addition to those contained in this Agreement, any limitations on Contractor's liability contained in such terms and conditions shall not apply to Security Breaches or the unauthorized release of DPCS data. An "unauthorized release" means a security event in which DPCS data is copied, transmitted, viewed, stolen, or used by an individual or entity unauthorized to do so.

40. **Data Ownership.** DPCS owns and shall own all DPCS data submitted to Contractor and any derivatives of DPCS data resulting from Contractor's services, unless the parties agree that such derivatives shall be in the public domain.

41. **Data Storage.** DPCS data transmitted and stored pursuant to this Agreement shall reside at a data storage center within the United States (excluding the U.S. territories).

42. **Additional Requirements for Student Data.** The Contractor acknowledges that Student Data is a protected class of DPCS Data as defined in section 25 and is subject to the terms and conditions herein. Contractor agrees to hold the Student Data in strict confidence and to advise each of its employees and agents of their obligation to keep such information confidential. Contractor acknowledges that any Student Data shared by DPCS is covered and protected under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) and 34 C.F.R. § 99.31 ("FERPA").

Contractor agrees to abide by the limitations on re-disclosure of Student Data from education records set forth in FERPA. 32 C.F.R. § 99.33(a)(2) states that the officers, employees, and agents of a party that receive education record information from CCPS may use the information, but only for the purposes for which the disclosure was made. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share Student Data in a manner not allowed by federal law or regulation. Contractor warrants that the Student Data provided will be

used solely for the purposes described in the scope of work and for no other purpose. The Student Data shall not be shared or made available to any unauthorized personnel or other third party. Contractor agrees to ensure that any personnel or agents to whom the Student Data is provided agree to the same restrictions and conditions that apply to the Contractor with respect to such Data.

43. **Unauthorized Aliens.** In accordance with the Virginia Code, Section 2.2-4311.1, Contractor hereby agrees that he does not and shall not, during the performance of this contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.

44. **Travel.** DPCS shall not be liable for any reimbursement costs associated with travel. Offerors are encouraged to forecast any relevant travel expenses and include as part of the total solution.

IN WITNESS WHEREOF, DPCS and Contractor have executed this Agreement as of the date first written above.

By: _____

Title: _____

Date: _____

[CONTRACTOR NAME]

By: _____

Printed Name

Title: _____

Date: _____

REQUEST FOR PROPOSAL
ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM
RFP#: 2023EHR
ATTACHMENT D
REFERENCES

List the following contacts for five reference checks. If the offeror has more than five Virginia Community Services Board customers, all five references must be from those Virginia Community Services Boards. If the offeror does not have more than five Virginia Community Services Boards, the offeror should include the customers similar to Community Services Boards and customers preferably located in Virginia. DPCS will contact the person listed in each of the five references to obtain the contact names of each of the main areas of an EHR system: IT/software/hardware functions, Behavioral Health (MH and SU) Clinical functions, Developmental Services clinical functions, Behavioral Health Crisis functions, Prescriber/Psychiatric/Medical functions and Billing and General Ledger Accounting functions.

Reference #1: Customer/Company Name: _____

Customer since (list date customer went live or date implementation began): _____

Name of Contact Person: _____

Job Title of Contact Person: _____

Telephone Number: _____ Email address: _____

Reference #2: Customer/Company Name: _____

Customer since (list date customer went live or date implementation began): _____

Name of Contact Person: _____

Job Title of Contact Person: _____

Telephone Number: _____ Email address: _____

Reference #3: Customer/Company Name: _____

Customer since (list date customer went live or date implementation began): _____

Name of Contact Person: _____

Job Title of Contact Person: _____

Telephone Number: _____ Email address: _____

Reference #4: Customer/Company Name: _____

Customer since (list date customer went live or date implementation began): _____

Name of Contact Person: _____

Job Title of Contact Person: _____

Telephone Number: _____ Email address: _____

Reference #5: Customer/Company Name: _____

Customer since (list date customer went live or date implementation began): _____

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Job Title of Contact Person: _____

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RFP#: 2023EHR**

Attachment E - EHR Solution Business Requirements

Offeror Response

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
Alerts/Notifications					
1	Ability to track individual diversion checks for suboxone and other controlled substances (timeliness of compliance - within 24 hrs., count of meds inventoried by staff nurse or clinic technician)				
2	Ability for the solution to enable random drug testing based on user defined criteria (Whenever an individual's drug screen indicates continued illicit drug use or when clinically and environmentally indicated, random drug screens shall be performed weekly.)				
3	Ability for users to define alerts based on general medical record events (E.g. automatically alert the appropriate team if a prescreening form is completed for an individual under 18, automatically alert appropriate team if release of information is revoked, etc.)				
4	Ability for incoming lab results to trigger an alert to the appropriate staff member (E.g. Lab values out of range, lab results have been received)				
5	Ability to display flags in a individuals chart based on allergies or dietary restrictions				
6	Ability to define and display severity levels for all chart flags				
7	Ability to produce an alert when a system job fails (E.g. Nightly batch reporting process)				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
8	Ability to define sets of standing orders based on business rules and medical record events (E.g. Staff must complete a Columbia assessment if an individual is given a depression diagnosis)				
9	Ability to execute or alert the appropriate staff to execute standing orders when appropriate				
10	Ability to set staff to-dos based on due dates in court orders				
11	Personalized alerts that indicate when forms/documents are not complete/available				
12	Alerts when assessments, monthlies, quarterlies, completed by contractors (ICF)				
13	Running to do list in chronological order (needed to be completed first) for logged in staff				
14	Personalized alerts that indicate when item is coming due (E.g. ISP, VIDES, Quarterly Reviews, Case Management face to face visits, Enhanced CM visits, DLA-20s, Comprehensive Needs Assessments, SIS				
15	Alerts automatically pop up when scheduling appointments - so won't have to search in another area of the chart				
16	Alerts automatically pop up when checking in				
17	Alerts if contraindications/ drug interactions with medications prescribed				
18	Separate client alerts that expire when no longer needed (E.g., Legal guardianship, in crisis, etc.)				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
19	Running Alert/Tickler System on how much late documentation is holding up in the billing process per provider				
Assessments					
20	Ability to record the following information as part of the initial assessment documenting an individual's history, general medical, behavioral health, family, substance use, specimen results, criminal, social, legal, employment, education, medication, allergy, current symptom checklist, customer strength and resources, developmental, fall risk assessment, mental status exam, safety planning, Columbia assessment, trauma and risk, and diagnosis.				
21	Ability to differentiate initial assessment by Service Area. (E.g. DD, Outpatient Services, Substance Use, Mental Health)				
22	Ability to share a pre-admission case with all staff who will need to review and/or be part of the admission decision.				
23	Ability to communicate transfer decision to the appropriate party(s) (E.g. CSB, individual).				
24	Ability to automatically trigger an assessment review/update based on a flag or defined criteria.				
25	Ability to develop and perform Virginia's VIDES assessment during the initial DD Intake/assessment process.				
26	Ability to develop and perform the state's Individual Support Plan (ISP) assessment during the initial DD Intake/assessment process.				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
27	Ability for the system to trigger a notification to complete an update to the VIDES assessment every 12 months or based on a user defined time period.				
28	Ability for the system to trigger a notification to complete an update to the ISP assessment based on specific changes to an individual's medical record (E.g. change in diagnosis, change in treatment plan, change in risk factors, etc.)				
29	Ability for the system to forward all completed initial assessments to a supervisor for case manager assignment.				
30	Ability to perform an Enhanced Case Management assessment to determine if an individual would qualify for enhanced DD case management.				
31	Ability for multiple people to contribute to (update/complete) sections of any medical assessment. (E.g. DD Functional Assessment)				
32	Ability to create and update a Nursing assessment and/or Comprehensive functional assessment based on user defined time period.				
33	Ability to capture individual environmental allergies.				
34	Ability to capture self-reported scale measurements. (E.g. opioids, depression, suicide, etc.)				
35	Ability to use the triage assessment severity to prioritize people waiting to be seen.				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
36	Ability to assign and display a numeric suicide risk value for every individual.				
37	Ability to assign a provider to contribute to a specific assessment section.				
38	Ability to allow multiple providers to contribute to an assessment.				
39	Ability to support user-defined assessment note templates.				
40	Ability to measure and report on an individual's progress from one standardized assessment to the next. (E.g. DLA-20, PHQ-9, Columbia)				
41	Ability to use data previously entered into assessments when developing and/or updating new assessments				
42	Progress note and Quarterly Review templates that will prompt for new data on client specific topics with checkboxes, drop downs, etc.				
43	Templates of all Intermediate Care Facility Plans (Behavioral, Nursing, etc.)				
44	Autofill service plan goals into Quarterly Reviews and progress notes				
45	Autofill progress note information into On-Site Visit Tool				
46	Autofill some information into discharge summaries				
47	Autofill updates and changes				
48	Coordination and pre-population of information as available into: VIDES, DLA-20, Columbia, E-LAP, LAP-3, ASQ, ASQ-SE, M-CHAT, ACES, Edinburg, Newborn SA Screening Tool, CRAT (Crisis Risk				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
	Assessment Tool), RAT (Risk Awareness Tool), Risk Assessment, DD Screening, SSPI, CNA				
49	Smaller assessments populate into larger ones (E.g. DLA-20 – Columbia populate into prescreen, CNA, etc.)				
50	Ability to fax preadmission screenings or other vital assessments to others from within the Electronic Health Record and to multiple facilities at once				
Billing / Finance / Payer Management / Attendance Tracking					
51	Ability to automatically store and maintain up-to-date procedure, drug, and diagnosis codes. (CPT, HCPCS, NDC, ICD-10, DSM-5, and others as required)				
52	Ability to execute a batch insurance verification for multiple individuals for all insurance providers (Medicaid/MCO).				
53	Ability to establish and maintain a standard fee schedule.				
54	Ability to establish and maintain a negotiated fee schedule for each third party payor (insurance, Medicare, Medicaid, MCO, local agency, etc.) and payor group plans.				
55	Ability to develop and maintain detailed fee schedules for each identified type of charge.				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
56	Ability to establish, calculate, and maintain sliding fee scales for self-pay based on income and family size				
57	Ability for approved staff to enter approved sliding fee scale exceptions for an individual for a specified period of time and for specific services.				
58	Ability for approved staff to override the calculated sliding fee exception in limited circumstances.				
59	Ability to send alerts within a specified lead time to identified staff (E.g. billing) before a Fee Reduction or Sliding Fee Scale exception is expiring (E.g. annual review) and/or needs to be reapproved.				
60	Ability to log and track an individual's request for a Fee Reduction or Sliding Fee Scale exception.				
61	Ability to fix and resubmit claim issues/errors identified by the clearinghouse, with the same claim unique identifier.				
62	Ability to submit claims to-a clearinghouse, by payor in batches or all available claims.				
63	Ability to capture the payor type and associated payor name.				
64	Ability to establish and maintain an inventory of payors by payor type. (E.g. Medicare, Medicaid, Commercial insurance, Grants, Local Agencies, State Agencies, Self-Pay, etc.)				
65	Ability to capture separate residence and billing addresses.				
66	Ability to generate, print/email, and/or export one or multiple CMS 1500 reports by payor or for an individual individual				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
67	Ability to identify a "Payment Responsible Party" for each individual served. (E.g. self, parent, family member, Agency)				
68	Ability to capture and store individual name fields per insurer, and use the specified name for filing claims for the given insurer. (E.g. to make sure the names match the spelling on each insurance card so that claims are processed correctly)				
69	Ability to process and file claims in batches. (E.g. by payor, payor group plans, cost centers, services, date, provider, etc.)				
70	Ability to handle Medicare crossover claims processing.				
71	Ability to receive and process 835 transactions.				
72	Ability to read and process EOB data (E.g. 835) from the clearinghouse.				
73	Ability to bill a payor one-time, with limited set-up. (E.g. payor, contract, benefit, plan and general ledger components)				
74	Ability to save batch statements to PDF to send to printers for mailing.				
75	Ability to print a single billing statement for an individual.				
76	Ability to print a batch of billing statements based on user-supplied criteria.				
77	Ability to generate a statement with templates that support user-defined level of detail to be printed on a billing statement. (E.g. summary, detail, historic, portion covered by insurance carrier)				
78	Ability to customize statement templates, including appearance and language. (E.g. self-pay, insurance billing details, etc.)				

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79	Ability to print a zero balance statement with history.				
80	Ability to view and/or reproduce (E.g. reprint) historical statements.				
81	Ability to establish and maintain payor group plans/benefit contracts within the payor types. (E.g. Medicaid- Waiver, Medicaid FFS, Medicaid ICF, MCOs, State Agencies- DBHDS DAP, DBHDS NonMandated CSA, etc.) to match payor rules for billing, use of funds, insurance cards, etc.				
82	Ability to calculate and 'bill' services fees to grants and restricted federal/state payor sources such as DAP, NonMandated CSA, etc. as established in payor code rules.				
83	Ability to generate reports and verify 'bills' to grants and restricted federal/state payor sources such as DAP, Non-Mandated CSA, etc. and ability to adjust off the fees once verified.				
84	Ability for approved staff to manually enter into each individual's account, the service and amount for miscellaneous services such as tenant room and board fees, Medicaid Assistive Technology and Environmental Modification service items.				
85	Ability to establish and maintain an inventory of miscellaneous self-pay services that can be associated with an individual and billed. (E.g. residential fees, monthly rent, medication fees, transportation, etc.)				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
86	Ability to capture self-pay individual payment information (E.g. credit/debit card or checking account) via individual portal at some time in the future (not currently in practice).				
87	Ability to set up and manage payor, plan, benefits, contract, etc. through a maintenance function. (E.g. benefit and plan administration module)				
88	Ability to manually or automatically inactivate/expire payor(s) based on user-defined rules. (E.g. not having been used for a set period of time)				
89	Ability to view inactive payors.				
90	Ability to specify/configure the timing of collection notices. (E.g. send collection notices when 60 days past due from a specified self-pay statement date with no payment made on the account since the specified self-pay statement date)				
91	Ability for approved billing users to post and 'close' services to batch and generate bills to payors and self-pay statements either on monthly or weekly basis or daily as needed. No other edits can be made to services by clinical staff after approved billing users have posted them.				
92	Ability to view the history of all payors (E.g. active/inactive) within the individual's account.				
93	Ability to view only active payors within a individual's account.				
94	Ability to automatically rank the payors within a individual's account based on user-defined criteria.				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
95	Ability for approved billing users to override the automated ranking of the payors within an individual's account and manually rank payors.				
96	Ability to review batch statements before they are sent for printing.				
97	Ability to apply payments to claims and accounts.				
98	Ability to manually enter payor remittances. (E.g. 835)				
99	Ability to process 835 adjustments. (E.g. interest, retractions, overpayments)				
100	Ability to make adjustments outside of remittances with an associated reason code. (E.g. appeals for copays and deductibles, retractions, refunds, insufficient funds, etc.)				
101	Ability to process claims with co-insurance and automatically transfer remaining balances between primary payor, secondary payor, tertiary payor, and self-pay within an individual's account.				
102	Ability to process denials of claims from 835 remittances.				
103	Ability to resubmit denied claims. (E.g. after getting required pre-authorization that was previously lacking)				
104	Ability to generate a denial report for 835 and/or manually entered remittances. (E.g. identifies if denial is valid or not)				
105	Ability to override and adjust from an automated 835 remittance process a denial within the individual account.				
106	Ability to split a service into multiple claims. (E.g. authorization expires mid-month)				

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107	Ability to process rejections from a clearinghouse, and resubmit after data issues fixed.				
108	Ability to accept and enter cash, check, and credit card payments for self-pay accounts and apply to the correct individual(s) and services.				
109	Ability to accept and enter check payments from insurance payors and apply payments to claims and/or services.				
110	Ability to process bounced checks (E.g. due to insufficient funds) and add appropriate fees to the account.				
111	Ability to generate a balance forward from previous billing cycles on the self-pay statements and show only current month's services and fees and transactions on statements.				
112	Ability to support a view-only auditor role/user ID with system-wide access.				
113	Ability to associate and code/set up various components for cost center, payor, etc. to services and programs to track General Ledger detail for the accounting system.				
114	Ability to track the date, time, and user ID when insurance information was entered or last modified within an individual record.				
115	Ability to record a correspondence note to an individual account. (E.g. tracking conversation notes associated to the individual - E.g.. financial information)				

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116	Ability to upload and/or attach a document or image (E.g. scanned) to a payment record.				
117	Ability to support accrual-basis accounting with reporting and receivables, etc.				
118	Ability to store accounting mappings of locations, cost centers, payors, payor group plans, providers and services for reporting.				
119	Ability to create daily (E.g. cash, debit/credit cards, and checks) receipts batches for bank deposits and tracking.				
120	Ability to create reports and csv exports of general ledger accounting data for billing, adjustments, transfers, payments by all payor sources including self-pay and debt set-off and Medicare, Medicaid, MCOs, commercial insurances, local and state agencies, etc. for monthly recording and reconciliation to the accounting system.				
121	Ability for authorized billing staff to open and close accounting periods by fiscal year and month in order to maintain appropriate accounting history and audit trail and prevent the recording of data in various fiscal years and accounting periods.				
122	Ability to display if an account has had a prior write-off on the account demographic screen.				
123	Ability to display if the individual is deceased on the account demographic screen.				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
124	Ability to display accounts receivable information including last statement amount, last payment amount, current balance, and active Fee Reductions and Sliding Fee Exceptions.				
125	Ability to highlight incomplete financial data within the individual record.				
126	Ability to automatically process clearinghouse remittance advices (E.g. 835).				
127	Ability to support reconciling payments, adjustments, and charges on a daily and monthly basis.				
128	Ability to "auto rebill" recorded services when retro-eligibility is determined.				
129	Ability to automatically detect potential duplicate authorization requests upon entry, and generate alerts.				
130	Ability to review and override authorization status.				
131	Ability to track the status of a service authorization request as authorized, denied, or pending (including reason).				
132	Ability to provide a structured and automatically guided function for building payor types, payor group plans/benefit plans, benefit levels, and contracts.				
133	Ability to identify start dates and termination dates by payor group plan/benefit plan and/or components, with the capacity to store historical information.				

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134	Ability to allow inquiry access to detailed benefits including, but not limited to, co-pays, coinsurance, exclusions, maximums, carve-out services and notes.				
135	Ability to suppress printing of an individual statement.				
136	Ability to create user-defined messages for letter generation (to accompany an individual statement).				
137	Ability to use the National Provider Identifier (NPI), designated as facility or individual.				
138	Ability to use primary and co-provider information in recorded services to create payer code billing rules as required by the payor (Medicaid/MCO) regulations.				
139	Ability to dynamically pull data for billing based on user role. (E.g. No hard-coded NPIs)				
140	Ability to provide workflow-related rules to direct the flow of service authorizations, and ability to override (based on security).				
141	Ability to allow staff members to check-in multiple group session participants through a single check-in screen.				
142	Ability for identified user to see outstanding financial issues for resolution.				
143	Ability to automatically initiate a self-pay refund for a recorded service when identified for "auto rebill" based on retro-eligibility from the insurance carrier.				
144	Ability for approved users to see billing information to help drive collections discussions.				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
145	Ability to include taxonomy codes for facility or individual on claims as required by payor specific rules.				
146	Ability to track and report the sign in/sign out of participants for Psychosocial Rehab (Day Program).				
147	Ability to set up providers by type such as Billing, Compliance, Front Desk, Clinical- QMHP, Clinical- LMHP, Clinical- QIDP, Clinical- EI, Medical, Prescriber, etc. to limit system access and recording to cost centers, location and services needed and generate appropriate billing.				
148	Ability to track authorization utilization by individual and/or authorization. (E.g. hours based, days based, encounter based)				
149	Ability to log a service against any authorization for a given individual.				
150	Ability to support program (E.g. PSR, skill building, day treatment) billing rules based on units not defined per 30 or 60 minute increments.				
151	Ability to generate, collect/record data within a template, and print authorizations. (E.g. Standard & Pre-Authorizations)				
152	Ability to automatically set to self-pay when no other valid insurance is identified.				
153	Ability to establish Debt Set-off payor with Virginia Department of Taxation as the payor tier AFTER self-pay for individuals who can be turned over to debt set-off for collection.				
154	Ability to identify an encounter or episode of care as non-billable.				

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155	Ability to summarize financial transactions (E.g. Front desk, and 835, etc.) in a format that is supported by the general ledger system.				
156	Ability to export csv files to reconcile and import into or record summary information to the general ledger/accounting financial solution (MIP).				
157	Ability for integrated online access for insurance eligibility information.				
158	Ability for front desk support staff to take all forms of payment and enter those payments in the EHR to the individual's account. (E.g. Cash, Credit, Debit)				
159	Ability for approved billing staff to apply and post self-payments to services in the individual's account.				
160	Ability to enter and maintain multiple insurance providers for an individual and identify unique ranking(s) (E.g. primary, secondary, etc.) potentially driven by business rules.				
161	Ability to submit services authorizations and receive responses from insurance carriers.				
162	Ability to print summary and/or detailed payment receipts for individuals.				
163	Ability to set business rules for when services are billable or unbillable.				
164	Ability to record/report on check-in/attendance. (E.g. Group sessions, day services, individual appointments)				

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165	Ability to execute pre-authorizations for services. (E.g. after first treatment session)				
166	Ability to track intraday check-in/out by time (to the minute) and individual. (E.g. Day Services)				
167	Ability to identify that specific programs and/or services need insurance authorizations.				
168	Ability to support refunds for self-pay or other payers.				
169	Ability to indicate that any charge(s) can be written-off as bad debt				
170	Ability to check a individuals eligibility of coverage for specific services when needed				
171	Ability to bill for a single service that has multiple diagnoses attached				
172	Ability for the system to generate billing for bed days in an Intermediate Care Facility based on bed status and to track ICF requirements to be able to bill only the allowable 'Less than 18 days' out of the bed for each individual.				
173	Ability to set up telemedicine billing requirements				
174	Ability to easily search for ICD10 diagnosis codes				
175	Ability to use service status to define reason for a service (E.g. Case Management service where service status is Quarterly Review, F2F, Annual CNA)				
176	Ability to leverage elements of service recording data (E.g.. place of service, delivery method, etc.) to prioritize how services bill				

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177	Ability to bundle services daily, monthly, and per service basis for billing purposes				
178	Ability for CSB to modify billing rules, payors, payor code rules, fees, billing form layouts (837s), etc. as needed but also provide technical support or guidance for more complicated setups needed later and allow for customization if needed				
179	EHR support in initial setup of billing configuration of billing rules, payors, 837s, billing form layouts and provider credentials/license type, taxonomies and places of service (53, 11 & 02)				
180	EHR support in initial setup of billing to commercial insurances to allow paper billing on CMS1500 claim form as needed				
181	EHR support in setup of client self-pay statements that are simple and easy to read as well as allow reason codes for certain statements to be excluded (E.g.. collections)				
182	Ability to indicate/automate client self-pay in first or final collection notice cycle prior to either write off of bad debit or transfer to Debt Set Off payor				
183	Ability to automatically generate bad debts for write off report based on collection cycle and nonpayment criteria				
184	Ability to setup Intermediate Care Facility (ICF) bed day billing and UB04 electronic billing capability if desired				
185	Ability for billing staff to 'post' and close services for the month, balance, change the accounting period to the next month and bill payors and self-pay.				

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186	Ability to set up General Ledger components/codes at multiple levels- payors, payor group plans, service items, cost centers, providers, locations, etc.				
187	Ability to alert for Address issues prior to generating bills for reasons due to Homeless as Address type, client statements, etc.				
188	Ability to set up system to generate reports/exports for accounting and cost purposes for services needing buckets for Mental Health (MH), Substance Abuse (SA) and state/federal funding sources by cost center, programs, services and staff providers to utilize in allocating payroll costs between MH/SA and state/federal funding sources				
189	Reporting/exporting capability to excel/crystal reports for services needing buckets for MH/SA and state/federal funding sources by cost center, programs, services and staff providers to utilize in allocating payroll costs between MH/SA and state/federal funding sources				
190	Process for updates to billing system and notification of updates				
191	Ability to test updates prior to live billing				
192	Ability to customize billing rules and reports				
193	Ability to print CMS 1500 Insurance Claims directly to red/white 1500 Claim Form if paper claims needed to be mailed				
194	Ability for billing staff to set up and modify service/billing reports weekly/monthly thru the EHR or export to excel or crystal reports to check before services are posted for billing to include various				

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	service data based on the program needs such as service item selected, service duration (minutes/hours) , diagnosis, provider/co-provider, location, etc.				
195	Ability for billing staff to run and distribute (email) to designated program staff weekly or monthly service/billing reports thru the EHR or export to excel or crystal reports to check before services are posted for billing to include various service data based on the program needs such as service item selected, service duration (minutes/hours) , diagnosis, provider/co-provider, location, etc.				
196	Ability to set up a Bankruptcy payor and to transfer specific services/billed amounts from Self-Pay to this last payor upon receiving the bankruptcy notice				
197	Allow payor levels beneath Self-Pay such as Virginia Department of Taxation and Bankruptcy and capability to transfer services from Self-Pay to these payors.				
198	Ability to generate from the system, 'manual' bills to local/state agency payors such as letters to FAPT local agency for individuals, etc.				
199	Ability for intake staff to enter financial information to calculate self-pay fee but not enter fee reductions				
200	Ability to set up and generate monthly self-pay statements based on Statement Cycles related to collection status; currently use 'no status' (payments are being made) and 'First Notice' and 'Final Notice' at 60/90 days past billing date with no payment made				

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201	Clearinghouse support for Trizetto for Medicare, Anthem, Medicaid MCOs				
202	Ability to create claims via 837s to upload to Magellan BSA and DMAS (VAMMIS) directly				
203	Ability to set Daily Unit Max - Daily Bundle Billing				
204	Ability to set up and maintain billing rules simplified to allow units, rounding, and other bundled services per month or daily with some billed per minutes and other billed per diem rate.				
205	Ability to create crossover claims for those that do not automatically crossover				
206	Ability to add identifier or print different places of service as payors are different				
207	Ability to set Bed Days, Bed Day Census, and supporting features				
208	Ability for ICF Directors to better see in reports what bed days are billable or Leave status but billable and non-billable				
209	Ability to customize Authorizations input into the EHR				
210	Ability to attach authorizations to specific services as needed and not automatically				
211	Ability to change authorization number				
212	Ability to generate a Non-Applied Payment Report and ability for billing staff to post payment to client account when no balance is due in the account				

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213	Ability for front desk staff to record the EHR self-pay payments as they are received but to not apply or post those payments (application and posting done by Finance staff)				
214	Record self-pay payments and apply those either to oldest balance or service selected but only done by billing staff				
215	Ability to record payor payments and transfer adjustments and copays to other payor/ranked sources as needed per EOB				
216	Ability to view/review client accounts for outstanding balances on services (billed and not billed) and analyze nonpayment by payor and client				
217	Ability to set up reports, exports or dashboards for Aged Receivables process to review outstanding services, credit balances and capability to issue refunds at 30, 60, 90 or more day intervals				
218	Need to be able to sort by Program, payors, payor group plans, cost centers, etc. for various billing reports and exports or dashboards				
219	Ability to provide automatic reports, alerts or notification for payor balances exceeding 60 days past date service provided or date service was billed to payor				
220	Ability to generate reports and exports of all the accounting transactions - every gross amount billed to every payor and client and service and the adjustments, payments and transfers on those services				
221	Ability to setup non-billable staff				

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222	Ability to setup License Level info for Providers to bill a modifier on claims to Molina / Magellan / BHSA				
223	Ability to set up billing by rate class in order to bill certain services or cost centers by qualified staff				
224	Ability to bring balance forwards by payor, payor group plan from the current EHR system to the new system for complete accounting and include balance forwards in self-pay statements				
225	Ability to manually post payments to and adjust and transfer amounts from the balance forwards brought into the new EHR from the previous EHR system				
226	Ability to import balance forwards into the new EHR system or enter manually				
Case Management					
227	Ability to capture and track WaMS waitlist status, critical needs score, and date added to wait list.				
228	Ability to trigger the case manager to update priority level of a customer on the WaMS waitlist based on identified criteria. (E.g. Age = 27 years old)				
229	Ability to track changes to an active waiver type and start/end dates.				

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230	Ability to automatically trigger a case management follow-up action based on user-defined criteria.				
231	Ability to identify and track if a DD individual is receiving Targeted or Administrative case management.				
232	Ability to transfer an individual between Targeted and Administrative case management type. (E.g. based on ICD decision)				
233	Ability for the system to trigger the case manager to follow up with a WaMS wait listed individual based on a user defined time period (E.g. every 12 months)				
234	Ability to designate staff to one or more case management types (E.g. "Targeted Case Management" or "Administrative Case Management") and the option to restrict assignment accordingly				
235	Ability to record that a "Significant Event" occurred to an individual, and have that event trigger custom reporting and notifications.				
236	Ability to establish and maintain default time period for each required case management review.				
237	Ability for a case manager to modify the default review time period to a more frequent				
238	Ability for an approved user to override a default service authorization restriction (E.g. WaMS, Insurance) and identify the service as self-pay				

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239	Ability to assign case management types to specific case managers, and to override the assignment of a case to a specific staff member based on type				
240	Ability to flag the case management type (E.g. Enhanced Case Management (ECM)) for a given individual				
241	Ability to track individuals with ECM case management type.				
242	Ability to generate an automated reminder ("Ticklers") for follow-up action items at the Agency, Program, and/or Service level.				
243	Ability for case management activities to drive the creation of task lists outside of case management. (E.g. operational, managerial)				
244	Ability to use business rules to identify and indicate/flag if a DD case should be Enhanced Case Management based on user-defined criteria, at initial assessment or throughout case lifecycle.				
245	Ability to designate a secondary service provider within a treatment team (case manager, primary service provider, service coordinator, clinician)				
246	Ability to flag ECM individuals as needing case reviews and home visits on a more frequent basis than non-ECM cases. (E.g. currently ECM every 30 days)				
247	Ability to temporarily indicate that the secondary/backup clinician is acting as the primary.				
248	Ability to have all or a percentage of a selected case manager's cases go through clinical review. (E.g. for new staff)				

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249	Ability to define business rules so that the system will automatically select cases for clinical review.				
250	Ability to view and track all cases identified as needing clinical review				
251	Ability for a supervisor to reassign a case to another internal staff member				
252	Ability for a case manager to request the transfer of a case to another provider. (E.g. external)				
253	Ability to send a referral from a Service Area case manager to a Program Manager with a notification to the addition staff member(s).				
254	Ability to create, track, print, and/or electronically send a referral to an external provider or organizations.				
255	Ability to support case/record status for active and inactive individual.				
256	Ability to identify a desired provider within a program and have the system utilize this information when searching for appointments.				
257	Ability to generate and record Individual Service Questionnaires/ Responses within the EHR.				
258	Ability to log court orders to include type of court order and mandatory reporting requirements including documentation needed to submit to the court as well as due dates				
259	Ability to develop a checklist of documents required when accepting a transfer of an individual from another CSB to DPCS				

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260	Ability to create a preadmission record for a possible individual being transferred from another CSB to DPCS				
261	Ability to capture the anticipated transfer date of an individual being transferred from another CSB to DPCS				
262	Ability to identify the status of a transfer request as either accepted or denied				
263	Ability to identify and document additional information needed prior to determining acceptance or denial of a possible transfer				
264	Ability to easily track the status of individuals on the waiver waitlist, and identify those that need periodic follow-up with DPCS				
265	Ability to log rejection of a WaMS waiver and notify proper staff				
Chart Notes					
266	Ability to provide a medical terminology dictionary and spell check throughout the EHR				
267	Ability to apply security controls to notes to ensure that data is not deleted or altered.				
268	Ability to link progress notes to a specific treatment plan or goal.				
269	Ability to automatically capture user, date and time of each modification (E.g. update, change, deletion) to a clinical record without causing delays in the system				
270	Ability to sort progress notes for viewing in chronological or reverse chronological order by encounter date.				
271	Ability to filter progress notes by service provider, service type, risk factors, service location, etc.				

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272	Ability to record billable and non-billable services without a treatment plan. (E.g. assessments without treatment, non-billable consultation)				
273	Ability to view notes and record details across programs and services.				
274	Ability to save and modify notes as draft prior to completion/signature.				
275	Ability to modify and re-sign a note within the medical record with appropriate audit trails and security.				
276	Ability to scan external provider progress notes and reports into an individual's medical				
277	Ability for clinical review staff to enter notes and tasks for follow up by the assigned case manager.				
278	Ability to notify the proper staff member that a Significant Event has occurred and that their review and signature/electronic signature is required.				
279	Ability to track and share nursing notes for residential facilities.				
280	Ability for approved staff members to enter vitals for a given individual, and track which staff member completed the data entry.				
281	Ability to create and track a separate list of daily/weekly tasks associated to an individual within a program (E.g. group home & community based waiver), created by facility staff, that are outside				

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	the official treatment plan but part of the individual's medical record. (E.g. vitals, body functions, meals/supplements, etc.)				
282	Ability to alert staff and supervisors within a program (E.g. Group home & ICF) that individual daily/weekly tasks outside the treatment plan have not been completed.				
283	Ability to identify that a vital measurement was self-reported vs staff-reported.				
284	Ability to categorize/identify general chart notes by type. (E.g. progress, shift, nursing, etc.)				
285	Ability for a clinician to add custom notes/messages to an individual's chart and send that note/message to either their primary clinician or another attending clinician.				
286	Ability to require the capture/update of notes on a medical record when there is a cancellation (E.g. staff and individual initiated) or No-show.				
287	Ability to define and enter custom vital measurements within the EHR, with normal value ranges, variance allowances and alerts.				
288	Ability for clinicians to accurately document an individual's medical history, family history, review of systems, physical exam, general notes and plan and assessment notes.				
289	Ability for clinicians to identify post-encounter orders, labs, next appointments, and referrals for support staff follow-up at the end of an encounter				

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290	Ability to view notes from individuals prior appointments and copy those notes into the current progress note				
291	Ability to design custom progress notes based on a individuals reason for visit				
292	Ability to generate a visual indicator when the recorded value is outside the defined measurement range (examples below): - TSH (Thyroid Stimulating Hormone) Range for level: 0.450-4.5 - Lithium level Range: 0.6–1.2 - Depakote level Range: 50-120 - Tegretol level Range: 4-12 - Clozapine total level Range: 350-900 - WBC count Range: 3.4-10.8 - ANC Range: 1.4-7.0				
293	Ability to capture any blood born pathogen (E.g. HIV Status, Hepatitis, etc.)				

Communications					
294	Ability to support distribution of electronic statements.				
295	Ability to support the individual's ability to opt in/out of receiving electronic statements sent via email or text				
296	Ability to send electronic payment reminders and collection notices via text and email.				

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297	Ability for an external provider to enter a request for a copy of all or part of an individual's medical record via portal or secure direct messaging and upload all necessary substantiating documentation (E.g. release of information)				
298	Ability to send an outside provider a release of information form to assist DPCS in forwarding all or part of an individual's medical record.				
299	Ability to message an individual and allow them to log onto the portal to complete an assessment or questionnaire.				
300	Ability to provide instant messaging functionality between staff members without historical retention.				
301	Ability to initiate a secure message from the medical record, and upload attachments or PDF and/or the message content into the medical record.				
302	Ability to secure messages to individuals served, family members and external providers asking for specific case management information to be entered on portal. (E.g. info that could trigger Enhanced Case Management or other activities)				
303	Ability to receive quarterly reports and ISPs electronically from external providers directly into the EHR.				
304	Ability to send requests for information proactively and periodically to assigned staff (E.g. Day Program and Residential), to alert case managers of changes in status in a case that may require attention.				

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305	Ability to electronically receive external referral. (E.g. Courts Mandate, External Providers, Patient Transfer)				
306	Ability to capture inbound and outbound phone contacts in a single log with user defined data fields.				
307	Ability to link multiple crisis hotline calls from any given individual by name or phone number.				
308	Ability to track and automatically generate user defined responses to meet communication timing agreements (E.g. 10-day reporting SLA) based on user defined business rules/grouping. (E.g. court mandated, Social Services, ASAP program, etc.)				
309	Ability to send documents via secure messaging from EHR system to external providers or agencies via encrypted or standard format. (E.g. Hospitalization Request, TDO, etc.)				
310	Ability to provide triggered person-to-person messaging within the workflow with the option to retain or not.				
311	Ability to send individuals automated appointment reminders via text, email and/or phone, and process confirmation responses. (E.g. Appointments)				
312	Ability to alert the proper clinician when a follow up appointment is needed.				
313	Ability to track user defined data elements associated to inbound and outbound phone contacts (E.g. Marcus alert reporting)				

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314	Ability to send notifications and track communications to referring external providers. (E.g. Primary care providers, other specialists, etc.)				
315	Ability to produce and update templated communications (E.g. letter, email, etc.) that can be generated based on business rules or on-demand. (E.g. Physician to Physician and/or individual, Dr. Excuse form for individual)				
316	Ability to produce individual letters in batches, and track each letter produced in an individual's medical record.				
317	Ability to generate letters manually based on templates. (E.g. doctor excuse letters)				
318	Ability to provide the individual with all signed documents (E.g. releases) done during programmatic intake via secure message or patient portal.				
319	Ability for providers to have a list of outstanding tasks and to-dos based on automated reminders, notification, or manually entered items.				
320	Ability to log incoming phone calls and forward message to the appropriate staff member's to-do list.				
321	Ability for authorized staff members to add a task or send a message to other agency staff members				
322	Ability to report and forward guest dosing activities to that guests home treatment facility				
323	Autofill of demographic information into documents/forms				

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324	Ability to share documents with individuals/families electronically vs. via paper				
325	Electronic “packets” of forms/documents to be completed at different times (intake, admission, annual, etc.) (Work flow that takes you step by step from beginning to end in each process)				
326	Easy signature capability for intake, annual packets and financials– One signature after reviewing multiple documents (possibly each document would have a check box with “I agree...” but only have to sign once)				
327	Electronic sharing of records (via email, fax, etc. through EHR) with alert for ROI on file				
328	Electronic requesting for scripts, referrals, to start services, etc.				
329	Easy access for Medical Records to access and send just medication lists and diagnosis				
330	iPads/mobile devices that sync with the EHR for data, appointment check in’s, etc. while both in and out of cellular and Wi-Fi coverage				
331	Ability to do initial paperwork via an ipad or electronic device prior to meeting with staff and have it auto populate into the EHR				
Data Security					
332	Ability to provide de-identified PHI data for training and testing environments.				

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333	Ability to support multiple levels of system administration with various permissions. (E.g. Flag user for clinical review, custom views, advocacy reporting, dashboard management)				
334	Ability to copy user profiles to create new profiles. (E.g. clone and reuse user profiles)				
335	Ability for identified staff (E.g. agency management) to perform selected user management functions for their own team members. (E.g. change some permissions)				
336	Ability to create customized permission profiles, per screen or per field, and assign to various user roles.				
337	Ability to assign/restrict system functions/actions based on users / roles.				
338	Ability to make fields required based on user role.				
339	Ability to see all staff members assigned to a certain user role.				
340	Ability to see all user roles assigned to a certain staff member.				
341	Ability to secure and/or encrypt messages to external entities (E.g. direct messaging).				
342	Ability to support HIPAA Standards throughout the EHR				
343	Ability to monitor automatic analyses of audit trails and unauthorized access attempts				
344	Ability to apply all standard security capabilities to reports, queries, and dashboards.				

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345	Ability to allow external providers to access and update customer records/notes as needed, but with security that limits their access. (E.g. update/add progress notes)				
346	Ability to restrict access to an individual's medical record components and/or data elements based on EOC/agency, program, and/or service level.				
347	Ability to allow limited view access to external providers to an individual's records with appropriate security.				
348	Ability to lock down elements/sections within a medical record for review, update, approval, and trigger associated staff notifications within the medical record.				
349	Ability to understand and abide by all privacy laws including the new CURES Act				
350	Only approved staff can attach documents to the medical records				
351	Conducting periodic security risk analyses to identify potential risks so they can be addressed.				
352	Ability to detect breaches/violations				
353	Devices storing e-PHI should have reasonable technical security measures installed (antivirus/anti-malware solutions)				
Discharge					
354	Ability for the system to perform quality assurance checks prior to allowing the discharge from a service, program, and/or episode of care				

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355	Ability to require a discharge summary and a discharge progress note prior to allowing an episode of care to be closed. (E.g. full discharge of an individual)				
356	Ability to restrict a discharge from an episode of care if one or more programs/services are still open.				
357	Ability to discharge an individual from individual services.				
358	Ability to create customized discharge/transition summaries when discharging from a specific agency service (E.g. Transition of Care).				
359	Ability to create discharge/transition summaries when discharging from a specific agency program				
360	Ability to create discharge/transition summaries when discharging from an episode of care.				
361	Ability to discharge an individual from all supporting programs and services but stay in active case management for a user-defined time period before discharging the individual from the episode of care (E.g. 90 days prior to a transfer to external provider or facility)				
362	Ability for the system to facilitate one or more final approvals prior to individual discharge (E.g. other providers, medical records)				
363	Ability to send messages to all attending providers when an individual is discharged.				
364	Ability to print and/or securely message discharge medical records.				
365	Ability to require discharge instructions (medication reconciliation, updated demographics) a part of the discharge process				

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366	Ability for the user to define a set of discharge requirements based on program				
367	Ability to have multiple discharge summaries under a single program location due to the Individual being open to multiple programs in that service location.				
General Technical					
368	Ability to provide a training environment and training data				
369	Ability to set up test/training scenarios using cloning functionality for test/training environment				
370	Ability to migrate test environment changes to a production environment without overwriting data				
371	Ability to provide robust online help/knowledge management with standard system information within the base functionality				
372	Ability to provide field-level help on each screen				
373	Ability to support single sign on with DPCS Active Directory credentials				
374	Ability for an administrator to mirror another user's role				
375	Ability to turn on auto-save feature by components (E.g. assessments, progress notes, etc.)				
376	Ability to save session states for a set period of time in case of a lost connection, so that the session can be continued once connection is restored				

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377	Ability to capture electronic signatures with multiple devices (E.g. mouse, mouse pad, iPad, surface, etc.)				
378	Ability to support flexible accessibility settings across multiple devices (E.g. enlarged fonts, text reading, ADA compliance, etc.)				
379	Ability to assign unique identifiers to individuals, providers, and staff				
380	Ability to pre-populate custom forms with dynamic clinical, demographic, or financial data				
381	Ability to allow multiple users to edit/update a medical record at the same time with proper controls				
382	Ability to replace/interchange abbreviations for long spelling of words, and provide definitions of abbreviations and have a set acceptable list of abbreviations				
383	Ability to establish table edits or validations within user-defined fields				
384	Ability to use OCR (Optical Character Recognition) technology to scan, capture, and automatically load content from external documents into an individual's medical record as data				
385	Ability for service providers to gain all required signatures for an individual's treatment plan without external devices				
386	Ability to print out all or part of an individual's medical record/ISP data				

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387	Ability to identify versioning of scanned documents				
388	Ability to provide telemedicine functionality				
389	Ability to select and print disease specific information for the individual served.				
390	Ability to scan/import and store documents. (E.g. Court Mandates, Social Services, ASAP program, PDFs, etc.)				
391	Ability for individuals to download and print pre-registration materials/form to be completed offline.				
392	Ability to push alert notifications to the staff within EHR (E.g. Crisis Alert)				
393	Ability to provide 24/7 system availability.				
394	Ability to print and/or export stored documents (E.g. Scanned or uploaded PDF, Digital forms)				
395	Ability to allow staff to search, list and view records based on assigned medical flags/indicators (E.g. Noshow Discharge, Billing Flags, Discharge for No Payment, Crisis, etc.)				
396	Ability for staff to view and work on more than one individual record at a time.				
397	Ability to electronically fax and/or email anything that can be printed from the EHR directly from the EHR				
398	Ability to generate automated internal reminders within the EHR (E.g. pop-up, email, text, and/or phone, etc.) for user defined purposes (E.g. appointment scheduling, case management review)				

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399	Ability to build and maintain custom data entry forms within the core system.				
400	Ability to capture individual signature electronically (E.g. Documents, Payments, Medication delivery, etc.)				
401	Ability to include business rules and configurable logic within forms to allow smart navigation through questionnaire.				
402	Ability to develop smart templates (assessments) that allow branching based on prior answers.				
403	Ability to version and track changes to custom templates (E.g. Assessments, Treatment Plans, Reports)				
404	Ability for the system to ensure data is entered and stored in one central repository – single source of truth for all data and in database.				
405	Ability to support multi-lingual (E.g. Google translate) digital and printable forms. (E.g. self-registration, portals, kiosks, etc.)				
406	Ability to capture electronic signatures from individuals and allow those signed documents to be printed.				
407	Ability to support the population of Medical Record fields from scanned documents via OCR functionality.				
408	Ability to support auto-spell correction functionality.				
409	Ability to support dictation based data capture (E.g. talk to text)				
410	Ability to generate medication specific consent forms from within the prescribing functionality of the system				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
411	Ability to capture individual signatures through an online tele-health session				
412	Ability to create program specific reminders for activities/assessments that need to be completed based on time intervals				
413	Ability to E-fax release of information documentation to external entities				
414	Ability for staff members to create user defined checklists associated with a specific individual chart, with the capability of marking off completed items by date and staff member				
415	Ability for users to cancel receiving reminders or notifications				
416	Ability for the system to capture the date, time, and user ID for user-deleted notification reminders				
417	Ability for the system to automatically identify the correct Virginia CSB geographical service area based on an individual's address				
418	Ability to restrict release of information documentation based on having a current signed consent from the individual				
419	Ability to capture electronic signatures through ADA compliant methods				
420	Ability for a clinician to add notes to a chart after an episode of care has been closed				
421	Ability for the solution to generate an official incident report based on the occurrence of an event.				

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422	Ability to limit who can print and/or export stored documents based on user security roles				
423	Ability for staff to view and work on more than one document in an individual's record at a time				
424	Ability for real-time online verification of eligibility information when entering an individual's insurance information				
425	Ability to track and view a chronological history of service activity for each individual served.				
426	Ability to create ID cards and wristbands with scannable barcodes or QR codes that are linked to the medical record				
427	Ability to support devices that can scan barcodes or QR codes that are linked to an individual's medical record.				
428	Ability to integrate with a 3rd party vendor for preparing claims, billing, and denial resolution for services and medications.				
429	Ability to attach lab & other medical equipment to the EHR for real-time viewing				
430	Ability to view, analyze and report on data collected from medical equipment (E.g. EKG, blood pressure,				
431	Ability to create multiple custom views of individuals medical record and allow staff members to select from these custom views as needed				
432	Ability to redact information in an individual's chart based on user role				

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433	Ability to use the contents of a previously completed assessment when creating a new one				
434	Ability to have a bi-directional integration with the state's crisis platform				
435	Ability to interact with the state's crisis platform's APIs to send bed information availability in real time				
436	Ability to integrate with the state's crisis platform to acquire information needed to allow DPCS to bill for services provided				
437	Ability to capture the alpha code received from the state's crisis platform and store it with the individual's medical record				
438	Ability to integrate with the State of Virginia's Connect VA health information exchange				
439	Ability to communicate with Virginia's EDCC (Emergency Department Care Coordination) program through real-time data exchange (E.g. emergency and hospital admission, bed registration and availability)				
440	Ability to integrate with other state and federal health information exchange solutions for the sharing of medical information between states				
441	Ability to operate offline, or in poor cellular reception areas, for individuals living in remote areas of our service district (disconnected solution)				

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442	Electronic versions of all forms (DPCS, DBHDS, ICF, HUD, Part C, CSA/FAPT, CASIE, WAMS, etc) – forms live in the environment and not external UDD forms				
443	Easy access and completion of attendance sheets, bed days, daily logs/checklists, body check sheets, etc. (checkboxes with digital signature/initials, date and time stamp)				
444	Ability to combine duplicate charts.				
445	Ability to send alert when multiple identifiers (DOB, SSN, name) are entered to create a new chart – prompting staff to check the alert to confirm that the same individual already has a chart in the system.				
Group Treatment					
446	Ability to notify a provider when group session participants have checked in.				
447	Ability to support the creation and management of meal plans by residential facility.				
448	Ability to track a history of all meals prepared within a residential facility. (E.g. Group home, ICF)				
449	Ability to create and manage a shift log by any 24/7 program. (E.g. to track for events that occurred on a shift)				
450	Ability to track and view group session capacity/availability.				
451	Ability to do administrative group management – add, move, shift attendees to group easily and flexibly.				

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452	Ability to view group progress notes.				
453	Ability to create/update group therapy session plan. (E.g. outline/agenda and schedules with stated goals and activities)				
454	Ability for the group session provider to record a progress note for the group session as a whole.				
455	Ability for the group session provider to record a progress note for each participant individually.				
456	Ability to group session progress notes to be attached to the individual's medical record.				
457	Ability to track and report on the progress of a group therapy session against the stated goals of that group)				
458	Ability to capture an individual group session note and periodic group session summary note.				
459	Ability to create and maintain a group session participant queue.				
460	Ability to set and manage group session participant capacity.				
461	Ability to view a list of all group participants as a part of the overall group therapy functionality				
Intake					
462	Ability to scan insurance cards and display alongside an individual's insurance information while also using OCR technology to store the insurance number in the appropriate field.				
463	Ability to designate an individual to the proper lobby queue for walk-in appointments.				

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464	Ability to establish and maintain multiple Rapid Access lobby queues for each Service Area for Agency Intake				
465	Ability to identify a pre-admission case as a transfer from another CSB.				
466	Ability to admit a pre-admission case and setup a new medical record.				
467	Ability to transfer data collected during pre-admission into an individual's medical record. (E.g. 3rd party Portal data collection)				
468	Ability to track decision of a transfer acceptance, status, and associated correspondence.				
469	Ability to allow pre-admission to a program for Residential or Day Services with the capability for capturing notes, managing and scheduling tours, and scanning pre-administration documents into system				
470	Ability to auto-notify provider/nurse when individual is checked in for appointment.				
471	Ability to generate notifications/alerts when current pre-authorization is about to expire (E.g. time-based, number of units, dollar amounts, and for set number of sessions)				
472	Ability to obtain release of information approvals from individuals.				
473	Ability to open a pre-admission record to track pre-defined activities including phone/email correspondence				
474	Ability to close a pre-admission record and log the type of case and the reasons for the closure.				

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475	Ability to capture initial contact source by category (E.g. Parents, CPS, Doctor, Hospital/NICU)				
476	Ability to enter WICs card/questionnaire information into EHR as pre-registration citizen record				
477	Ability to have high priority populations circumvent program admission guidelines (case capacity limits)				
478	Ability to identify program admission criteria (E.g. primary OUD diagnosis, SMI diagnosis, over age 18, individuals with more than 1 year of opioid addiction, etc.)				
479	Ability to restrict admission into the Medication Assisted Treatment program without the necessary documentation				
480	Ability to create an internal referral from one program to another				
481	Ability for the creation of an internal referral to prompt proper staff to take the appropriate action(s)				
482	Ability for external organizations to submit referrals to DPCS through a secure portal				
483	Ability to notify the appropriate internal staff when an external referral is logged				
484	Ability to move an individual from crisis to an official admission or preadmission status				
485	Ability to identify an encounter as a crisis encounter, separate from admission or preadmission statuses				

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486	Ability to use information collected from an external referral to set up a new medical record and move the individual to preadmission or admission status				
Integration					
487	Ability to integrate with E-Solutions, or other billing clearinghouse, for electronic claims filing.				
488	Ability for real-time/near real-time integration with E-Solutions, or other clearinghouse, for claims submission as services are performed and saved.				
489	Ability to interface to agency's financial ERP system (Abila MIP Fund Accounting) with the ERP reporting units using nightly batch file transfer.				
490	Ability to integrate user management with Active Directory.				
491	Ability to exchange data with other CSBs (E.g. external provider data transfer)				
492	Ability to automatically identify the county or city based on the client address				
493	Ability to integrate with the WaMS system and download/import data to the individual's medical record.				
494	Ability to integrate with the WaMS system and upload data to WaMS (E.g. Application, ISP, treatment plan section)				
495	Ability to integrate with regional hospitals, and notify the case manager if a hospitalization has occurred for client				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
496	Ability to integrate with the state agency system for reporting Significant Events.				
497	Ability to integrate with the state agency system for Significant Events to notify the case manager if Significant Event has occurred for an individual				
498	Ability to interface with a 3rd party solutions (E.g. Sign Now) to support e-signature functionality if built in				
499	Ability to integrate with hospital systems (E.g. SOVAH Health, Poplar Springs, VA Baptist, etc.) to receive and/or view inpatient medical record information.				
500	Ability to integrate with hospital systems (E.g. SOVAH Health, Poplar Springs, VA Baptist, etc.) to send user defined medical record information to their system.				
501	Ability to automatically display callers phone number in the system through integration with phone system				
502	Ability to directly integrate with LabCorp System.				
503	Ability to integrate scheduling with Microsoft Outlook and use HIPAA standards				
504	Ability to integrate with third party providers and exchange information (E.g. HIE, hospitals, etc.) and pull data in for an individual.				
505	Ability to interface or receive/import patient information from external providers.				
506	Ability to integrate with the state of Virginia's TRAC-IT system.				

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507	Ability to integrate with Prevention System, CASIE				
Labs					
508	Ability to provide for on-line order entry of laboratory (lab) tests.				
509	Ability to allow only authorized users to order lab tests.				
510	Ability to create user-defined prompts or alerts when ordering specific lab tests.				
511	Ability to print laboratory orders.				
512	Ability to transmit a HIPAA-compliant electronic laboratory order.				
513	Ability to receive lab results electronically.				
514	Ability to direct lab results received electronically to a provider's inbox for review.				
515	Ability to monitor/manage lab tests that were ordered, but not yet received results.				
516	Ability to alert client treatment team members when lab results are outside of normal limits.				
517	Ability to store lab results as discrete values.				
518	Ability to provide authorized online access to historical lab results.				
519	Ability to review and easily compare historical lab test results over time.				
520	Ability to require a sign-off for received lab results based on user role/rights.				
521	Ability to define custom vitals and labs and other healthcare metrics to collect – set value range; variances shown when actuals are outside of defined range.				

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522	Ability to export or print lab results in user defined formats and standardized export formats (E.g. PDF)				
Medical Records Management					
523	Ability to specify a program-level primary diagnoses code. (E.g. identify the acceptable primary diagnoses for the services in each program)				
524	Ability to identify a procedure, drug, diagnosis code (E.g. ICD-10) as active or inactive				
525	Ability to associate procedure codes to service codes within a program for billing.				
526	Ability to identify which standard codes can be utilized by a given program and service. (E.g. Program, agency staff, jail, etc.)				
527	Ability to tie procedure codes with an associated modifier to a service when reported.				
528	The ability to identify if a service requires a diagnosis.				
529	Ability to flag the medical record when an insurance quality check error has been identified. (E.g. policy number, DOB, spelling of name, etc.)				
530	Ability to ensure progress notes and other fields for a service can be designated as mandatory to complete and save a service.				
531	Ability to establish and maintain an inventory of user-defined equipment or supplies that could be associated with an encounter				

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	and billed. (E.g. iPad for non-verbal individual with special apps, handicap swing, etc.)				
532	Ability to alert a provider that a service is being recorded that requires an authorization based on rules for that specific payor				
533	Ability to add an activity to an identified staff member's (E.g. authorization specialist) task list that a service has been recorded that requires an authorization.				
534	Ability for the system to notify the proper staff member of a service that requires an authorization and does not have the proper authorization obtained.				
535	Ability to automatically store and maintain CARC codes.				
536	Ability to capture and view the change history (E.g. time/date/user ID) for an identified data field (E.g. insurance date, note signatures, etc.)				
537	Ability to establish customized views of a medical record. (E.g. hide sections per profile permission setup)				
538	Ability to perform ad-hoc searches across all data in the system.				
539	Ability to perform mass data updates with "find and replace functionality".				
540	Ability to provide the following random sampling approaches for auditing by percentage of claims, provider, individual, examiner, status (E.g. processed, pending, adjudicated, paid), dollar thresholds, specified date, funding source, or payer type.				

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541	Ability to store multiple episodes of care records for an individual. (E.g. one active and multiple historical)				
542	Ability to define a list of required documentation by administrative function (E.g. Legal, AR, etc.)				
543	Ability to define a list of required external documents to be scanned by program or service (E.g. SUD, Med Service, etc.)				
544	Ability to identify when required documents have not been scanned into the medical record.				
545	Ability for approved staff to override the need for a required scanned document.				
546	Ability to establish and maintain standard documentation types for scanned documents (E.g. Insurance, Releases, Activity Docs, Administrative, Program / Service, etc.)				
547	Ability to view scanned documents within its assigned component (E.g. labs, meds, etc.) or as a single full list of scanned items within a given medical record.				
548	Ability to assign scanned and attached documents to predefined type and/or medical record component (E.g. Treatment Plan, Assessment, Episode of Care, etc.)				
549	Ability to log the receipt of documents and associated user-defined information (date, time, user, document type, individual ID).				
550	Ability to notify a staff member that there are received documents to be scanned.				

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551	Ability to update a record, indicating documents have been scanned and assigned a particular medical record.				
552	Ability to add user-define metadata to scanned documents				
553	Ability to capture, retain, and update release of medical record information to external parties (E.g. Disclosure Log)				
554	Ability to record the receipt of medical record information requests. (E.g. internal or external)				
555	Ability to notify a provider that individual information was disclosed/provided to an external party.				
556	Ability to indicate which components of a documentation request have been fulfilled.				
557	Ability for an internal staff member to request all or part of an individual's medical record be sent to an outside entity.				
558	Ability for staff to update a request for information release with: status, date completed, notes, etc.				
559	Ability to capture the date, time, and user ID of every transactional activity, including attachment of documents.				
560	Ability to send a reminder to a provider of failed quality checks until resolved.				
561	Ability to send a reminder to a provider to complete an action within a set time period (E.g. update their progress notes within 24 hours of the encounter)				
562	Ability to produce a PDF copy of a full/partial medical record with selected scanned attachments.				

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563	Ability to establish and maintain an inventory of user-defined events requiring a clinical review.				
564	Ability to establish and maintain a record archival policy/rules inventory.				
565	Ability to archive records based on policy and/or Library of VA rules.				
566	Ability to purge records based on policy and/or Library of VA rules.				
567	Ability to create program specific reminders for updating time-based documentation for individuals served (E.g. consents, assessments).				
568	Ability to identify a record as Pre-registration/Registration or Pre-admission/Admission with the delineation being an official open episode of care with billable services.				
569	Ability to view multiple episodes of care information for a given individual. (E.g. active & historical)				
570	Ability to view medical record data details chronologically and/or by episode of care. (E.g. by component, notes, measurements, activities, services, summaries, etc.)				
571	Ability to notify a provider that there is documentation to review prior to being scanned and/or attached. (E.g. digital doc, email attachment)				
572	Ability to track the provider decision to scan and attach the full or specified components of a reviewed document.				

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573	Ability to indicate required activity based on a specific data entry field values. (E.g. specific requesting/ revoking of release of information documentation to/from a providers)				
574	Ability to generate a hardcopy print of all, or part, of the medical record.				
575	Ability to generate electronic copies of all, or part, of the medical record.				
576	Ability to maintain administrative files that catalog requests and release of medical record information.				
577	Ability to maintain administrative files that catalog receipt of and information released via subpoena or court order.				
578	Ability to maintain administrative files that catalog medical record information requested and released in cases involving litigation.				
579	Ability to automatically track billing and payment information related to medical record correspondence, for billing purposes.				
580	Ability to have services for multiple Service Areas (E.g. DD, Outpatient) recorded within an individual's medical record during the same episode of care.				
581	Ability to identify a unique Primary Provider for each Service Area (E.g. DD and Outpatient Services) within the individual's medical record.				
582	Ability to change the Primary Provider between Service Areas. (E.g. Outpatient Services to DD Services)				

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583	Ability to assign a privacy indicator to an individual's medical record. (E.g. due to "VIP" status, domestic violence, witness protection, high profile/celebrity)				
584	Ability to restrict defined information or the entire medical record from being shared or viewable by unapproved users when a privacy indicator is active. (E.g. only staff with specific rights can see these individuals in the system record)				
585	Ability to prompt eligible services based on payor/waiver type				
586	Ability for a custom template or standard system form to support custom field labels based on user setting (E.g. Spanish vs language, by Service Area, etc.)				
587	Ability to define an inventory of case management and program level services that the CSB provides.				
588	Ability to identify DD services as either CSB or private provider provided.				
589	Ability to identify which DD services are applicable (E.g. covered) by each type of WaMS Medicaid waiver.				
590	Ability to track changes between active and administrative case management types and associated transaction details. (E.g. Date, User ID, etc.)				
591	Ability to capture authorization numbers in the system for waivers, insurance, etc.				
592	Ability to establish and maintain a selectable list of evaluation criteria for reviews.				

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593	Ability to manually flag a medical record for quality review.				
594	Ability for staff to create a list of tasks to be accomplished for each of their assigned individuals; description, priority, due date and status for each task.				
595	Ability for staff to view and manage all current open tasks for their assigned individuals from one screen.				
596	Ability to enter the State of Virginia's WaMS authorization number and have it serve as the mechanism for indicating that an individual has a waiver.				
597	Ability for a supervisor to view their staff's current caseload				
598	Ability for a supervisor to analyze the complexity of each staff member's case load.				
599	Ability to create and maintain an inventory of facilities and associated capacity, location, accessibility, and availability. (E.g. Agency & Private)				
600	Ability to provide each user with customized views of the data based on their role / security group permissions (E.g. Agency, Program, and /or Service level)				
601	Ability for approved staff to see program and service level individual record data.				
602	Ability to restrict program level users access to data based on their role (E.g. Residential staff from accessing agency level individual information until a designated point (E.g. "referral" or acceptance) within the workflow.				

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603	Ability to notify appropriate staff/user role when user specified fields within a medical record for an individual changes.				
604	Ability to identify what documentation is considered required for each individual, and alert staff when that documentation has not been gathered/received.				
605	Ability to execute an audit a unique record, staff member, or case type and produce a report identifying what mandatory items have not been fulfilled.				
606	Ability to view within the medical record an inventory of all documents attached (scanned into) a given medical record.				
607	Ability to define a care team and manage the team members within allowing unlimited membership.				
608	Ability to associate agency services to one or more agency programs.				
609	Ability to log service authorizations to provide a specific number of hours of care for an individual.				
610	Ability to track, report, and alert staff when an individual is within a user-defined range or percentage of the associated authorization limit. (E.g. hours, days, encounters-group or individual, dollar cap)				
611	Ability to record time for a service that will exceed the current authorization, but only bill for the authorized portion.				
612	Ability to log service authorizations to provide a specific dollar amount of care for an individual (E.g. DS, after-school, employment, DAP funding)				

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613	Ability for approved users to see the amount of remaining billable time, dollars, or encounters available for an authorized service.				
614	Ability to track and report on total dollars used for an individual within a group based service authorization.				
615	Ability to integrate with other CSB's to send medical record information when transferring an individual.				
616	Ability to log and track all information needed to allow for credentialing each type of provider with all agency insurance providers.				
617	Ability to capture provider certifications, license, special skills, and continuing education/professional development details (E.g. license name, license type, issue date, expiration date).				
618	Ability to collect and report on planned (E.g. staff activities specific to an individual) and provider (E.g. staff activities not specific to an individual) activity data collection for staff productivity and operation reporting.				
619	Ability to identify non-billable provider activities. (E.g. travel, documentation, meetings)				
620	Ability to interface with CAQH (Council for Affordable Quality Healthcare) to support provider credentialing.				
621	Ability to establish user-defined notification requirements prior to credential expiration dates.				
622	Ability to establish and maintain a supervisor to staff assignment.				

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623	Ability for the system automatically transition pre-registration content in to new medical record.				
624	Ability to link crisis hotline notes and user defined forms to a new and/or existing medical record.				
625	Ability to configure user defined medical record flags/indicator. (E.g. No-show Discharge, Billing Flags, Discharge for No Payment, Crisis, At Risk, etc.)				
626	Ability to attach any scanned/imported/stored document to an individual's record.				
627	Ability to see an individual's medical condition and prescription history.				
628	Ability to enter medical record notes and evaluation data within same screen.				
629	Ability for lab results to be automatically uploaded from LabCorp to the individual's medical record.				
630	Ability to collect metadata when scanning/uploading a document (E.g. language of scanned documents)				
631	Ability to clone all or portions of a chart note for updating during repeated visits (E.g. person comes back for new episode of care, annual review, new crisis episode)				
632	Ability to view/access all information within a single chart view.				
633	Ability to store all data collected on custom forms in the individual's medical record.				

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634	Ability for the EHR assessment to recommend diagnosis and program alignments based on assessment data.				
635	Ability for an approved user to manually override system suggested diagnosis and program assignments (E.g. Provider)				
636	Ability to capture all necessary information for billing an encounter while the provider is producing their progress notes and/or completing an assessment (E.g. no double entry or additional entry required)				
637	Ability to incorporate standardized activity verbiage in activity log based on confirmed workflow activity.				
638	Ability to manually or through business logic automatically assign a medical record for audit.				
639	Ability to provide role based permissions for activities/access/assignments, etc. (E.g. recording services, outbound correspondence, progress note template creation/edits, etc.)				
640	Ability to add general/misc. notes attached to a medical record.				
641	Need role-based delegations for identified activities (E.g. delegate certain approvals, etc. to other roles/individuals)				
642	Ability to track admission and discharge associated to a specific program.				
643	Ability to have one treatment plan per program per episode of care.				

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647	Ability to create and maintain an integrated treatment plan across all programs per episode of care that can be managed jointly across the associated programs (CCBHC, CARF).				
648	Ability to have a default discharge plan per program.				
649	Ability to create and save a draft discharge plan at first appointment.				
650	Ability to administratively close a case with or without clinical discharge documentation.				
651	Ability to assign a primary provider for an individual's episode of care.				
652	Ability to assign a secondary provider for an individual's episode of care.				
653	Ability to transfer an individual from one primary provider of care to another within the same program or to a different program.				
654	Ability for any approved user to review current and/or historical notes, treatments plans, and appointment information (E.g. Front desk, New provider, etc.)				
655	Ability to create and update treatment plans for the individual.				
656	Ability to define and maintain a set of user-defined treatment plan templates or libraries by program and/or program/diagnosis.				
657	Ability for an approved user to modify a treatment plan template as needed.				
658	Ability to document treatment plan goals and objectives.				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
659	Ability to enter and track progress towards identified goals and objectives within the treatment and/or discharge plan.				
660	Ability for the primary provider to develop a draft/initial discharge plan from a predefined template.				
661	Ability to define and maintain a set of user-defined or industry standard discharge plan templates.				
662	Ability to create and maintain a set of general reminders that can be customized and attached to an individual's medical record.				
663	Ability to update treatment plan without having to close out of progress note.				
664	Ability to categorize services by types. (E.g. adult, adolescent, child)				
665	Ability to set up programs and services (billable activities) with a many-to-many relationship.				
666	Ability for staff to collaborate on documentation creation and maintenance (E.g. writing progress notes collaboratively with individual)				
667	Ability for approved users to create/update customized progress note templates (E.g. Psych, Clinical, documentation requirements, or by provider type or service, etc.)				
668	Ability to easily pull in clinical data (E.g. Standardized assessments, problems, objectives, interventions, diagnosis, vital measurements, lab results) from chart into progress note.				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
669	Ability to capture/record start and end time for treatment (E.g. Intake, Appointment sessions, Treatment Sessions, etc.) and non-treatment related activities (E.g. Documentation, Scheduling, Outbound/Inbound contact handling, etc.)				
670	Ability to select services (a la carte) within a program for an individual.				
671	Ability to create secondary treatment plans for individuals who are assigned to more than one program.				
672	Ability to record hospitalization related information via data entry fields and/or attached documentation.				
673	Ability to attach documents to authorization requests (E.g. Pre-authorization)				
674	Ability to capture the reason code for an individual discharges and appointment cancellations (E.g. discharge from program, discharge from episode of care, no-show discharge, non-payment discharge, drop-out discharge)				
675	Ability to reopen a closed or discharged case.				
676	Ability to add progress notes to a closed or discharged case with appropriate audit trails.				
677	Ability to add billable or non-billable services to a closed or discharged case with appropriate audit trails.				
678	Ability to discharge from an individual treatment program and/or an entire episode of care.				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
679	Ability to establish and maintain an inventory of external services for referral and tracking, and associated information about the services.				
680	Ability to establish and maintain external providers for referral and tracking, and associated information about the services.				
681	Ability to associate external providers to external services inventory for tracking of external services.				
682	Ability to attach scanned documents to a closed or discharged case with appropriate audit trails.				
683	Ability to capture user-defined fields to support reporting. (E.g. regional reporting)				
684	Ability to identify an individual as a "Priority" population member for one or more program areas (E.g. pregnant women, IV drug users).				
685	Ability to establish and maintain an inventory of "Priority" population types in each program area (E.g. pregnant women).				
686	Ability to capture notes for individuals without an existing medical record (E.g. non-individual note). (Note: initiated from Crisis calls, Community Sessions / Activities, etc.)				
687	Ability to identify/report on a medical record that has not been updated within a specified time frame. (E.g. mandated time based reviews)				
688	Ability to track the execution of identified periodic reviews. (E.g. 90 day treatment plan review, etc.)				

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689	Ability to define multiple clinical levels of care that can be assigned to an individual served and inform customized workflows.				
690	Ability to establish and maintain a list of externally contracted providers and associated details to support best match with individuals served. (E.g. Infant Programs)				
691	Ability to identify a provider as either an employee, an outsourced contractor, or a contractor that bills through DPCS.				
692	Ability to establish and maintain state immunization requirements. (E.g. used in ICF, Infant Program, Family First, etc.)				
693	Ability to establish and maintain standard prenatal requirements. (E.g. used in Healthy Families)				
694	Ability to create a family record that links all medical records for a family (E.g. parent and children) (Note: Used to link prenatal (E.g. mother) and postnatal care (E.g. Newborn))				
695	Ability to establish and maintain age requirements for eligibility for a service or program. (E.g. Infant Services)				
696	Ability to categorize programs by type and/or age range (E.g. Adult Reach, Child Reach, Part C)				
697	Ability to capture and display individual photos as a part of the client's chart.				
698	Ability to identify an individual's preferred pronouns and gender identity.				

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699	Ability to develop a separate list of reason codes for each program to identify why an assessment was completed (E.g. pre-admission screen, Quarterly Review).				
700	Ability to assign a reason code to an assessment during creation.				
701	Ability to identify an individual as a priority population in one or more program areas				
702	Ability to develop level of care designations for each program area.				
703	Ability to assign a different level of care designation to an individual for each program area.				
704	Ability to identify which agency services are appropriate for each level of care.				
705	Ability to develop custom alerts and notifications based on level of care.				
706	Ability to define an individual's "home" Community Service Board (E.g. DPCS, Southside BH, PCSB)				
707	Ability to include collateral contacts such as family members in a patient service without creating a patient record for the family member				
Medication Management					
708	Ability to track from whom a medication was obtained (E.g. pharmacy, family provided, etc.)				
709	Ability to support automatic Computerized Physician Order Entry (CPOE)				

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710	Ability to provide messaging and query capability from a pharmacy to a prescribing provider				
711	Ability to automatically initiate a refill prescription request to and from a pharmacy				
712	Ability to include a notification to the prescribing provider of a filled prescription				
713	Ability to update the medication history for a client when a prescription filled notification is received				
714	Ability to automatically fax/electronically send prescriptions to a pharmacy				
715	Ability to print a prescription				
716	Ability to identify medications as prescription, over the counter, and/or vitamin and herbal supplements				
717	Ability to identify current known side effects to prescriptions and/or medications				
718	Ability to create and maintain Medication Administration Record (MAR) documentation in the system across multiple locations and staff				
719	Ability to track and manage inventory/medications being sent home with family members (E.g. for home visits)				
720	Ability to integrate with multiple external pharmacies for refill requests and orders				
721	Ability to record the receipt of all predosed medications being delivered from supplier in total				

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722	Ability to record the transfer of a predosed set of medication from one facility to another (residential sending meds to Day Services for administration)				
723	Ability to record the administration of predosed medications to a client				
724	Ability to record the disposal of medication or return to the supplier				
725	Ability to maintain prescription inventory records for "Delivery" at a facility level by role and across multiple facilities and service areas				
726	Ability to scan medications in/out of inventory				
727	Ability to track prescription and PRN administration				
728	Ability to track the staff member administering medication				
729	Ability to track staff receiving prescriptions and medications into a facility inventory				
730	Ability to track inventory to the dose level (E.g. pill/liquid)				
731	Ability to print medication, instruction, and side effect information				
732	Ability to identify whether or not a medication was administered				
733	Ability to allow the staff to record administration of the next dosage if previous dose was missed/not administered				
734	Ability to generate an alert if a medication dosage is not administered				
735	Ability to utilize standard multiple drug formularies.				
736	Ability to base prescribing on an individual's insurance formulary.				

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737	Ability to allow the prescribing doctor to override a formulary with explanation.				
738	Ability to capture individual drug allergies.				
739	Ability to capture individual food allergies.				
740	Ability to capture individual allergies (E.g. environmental, latex, insect, etc.)				
741	Ability to alert staff about potential drug interactions with other prescribed medications and/or food allergies.				
742	Ability to access an online drug reference.				
743	Ability to create a prescription dispensing schedule for each individual in a residential facility.				
744	Ability to log all dispensed drugs against an individual's predefined dispensing schedule.				
745	Ability to inventory all facility stored medications and supplies on an as needed basis. (E.g. Narcs, sharp objects, etc.)				
746	Ability to record the reason code for why a medication was not dispensed or consumed (E.g. No-show, refusal, etc.)				
747	Ability to prescribe / ePrescribe medications and authorize refills by Authorized agents directly within the EHR.				
748	Ability to print out a prescription and/or have a prescription sent to the individual's pharmacy of choice or DPCS' preferred supplier.				
749	Ability to automatically see (in real time) any negative drug interactions for either the individual's currently prescribed medication and/or any newly prescribed medications.				

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750	Ability to track inventory of "Delivery" medication orders, and associated individuals and delivery status. (E.g. Ready for Pickup, Picked Up, Not Picked up, etc.)				
751	Ability to identify prescribing provider for all medications for internal and external providers.				
752	Ability to interface with third-party ePrescribing solutions for provider credentialing (E.g. Dr First)				
753	Ability to automatically see (in real time) any side-effects for either the individual's currently prescribed medication and/or any newly prescribed medications.				
Mobile					
754	Ability to push emergency/alert (E.g. Crisis) notifications to mobile devices.				
755	Ability for a provider to use a mobile device in order to perform pre-screening and assessment in the field (E.g. Crisis)				
756	Ability for an individual to use a mobile device to begin filling out an assessment prior to their official initial assessment meeting, this data should then pre-populate the provider's initial assessment survey. (E.g. while waiting in waiting room for appointment)				
757	Ability to use a mobile device in the field to access individual records and record progress notes both on an internet connection and as a disconnected solution				
758	Ability to capture insurance information via a mobile device.				

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759	Ability to complete data collection forms (E.g. Associated to Pre-Registration, Same Day Access, Intake "Self Report Sheet), Assessment processes) electronically. (E.g. web, tablet, kiosk)				
Operations Management					
760	Ability to generate a list of notifications and reminders for a given staff member.				
761	Ability to perform facility administration functions (lease tracking)				
762	Ability to log an incident event that is not associated to an individual's medical record.				
763	Ability to track staff time associated to non-individual related activities (E.g. administrative, travel, execution) to support productivity reporting.				
764	Ability to set program capacity limits and be able to view current capacity/enrollment across all programs				
765	Ability to see the revenue lost by provider due to overdue tasks or actions not compelled				
Portal					
766	Ability to view statements and account details online in client portal				
767	Ability to support a predefined documentation request list (E.g. menu) for selection by external providers via portal				

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768	Ability to automatically attach documents and self-report data completed by a client via a client portal to active medical record notes				
769	Ability to share treatment activity and/or medication administration information to a client via a client portal				
770	Ability to capture information (E.g. recent hospitalization) via a portal or survey from external team members (E.g. family)				
771	Ability for external providers to enter client information (E.g. progress notes, monthly or Quarterly Reviews, etc.) through a secure client portal				
772	Ability for individuals to enter pre-admission information into a portal				
773	Ability for residential client's vitals to be entered into portal				
774	Ability for individuals to request and receive medical records via portal				
775	Ability to provide interest info to individuals via portal (WIC, voter registration, etc.)				
776	Ability to support online class registration via portal				
777	Ability to support online class withdrawal via portal				
778	Ability to post the schedule of classes offered online				
779	Ability to notify the proper staff member when a client completes an assessment in the portal				
780	Ability to acquire signatures via the portal				
781	Ability to allow client to print their medical records via portal				

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782	Ability for staff and individuals to collaborate on development of documentation during a telehealth session				
Reporting / Analytics					
783	Ability to report on individuals covered by a grant within a given time period				
784	Ability to generate a report for individual remittance where payments and/or adjustments have been applied				
785	Ability to run A/R aging reports for insurance claims and self-pay accounts based on user defined criteria				
786	Ability to generate daily manual revenue collections report with reporting unit (RU) and totals by cash/check/credit card groupings (E.g. replace cash receipt journal)				
787	Ability to provide search capability within and across medical records and associated attachments				
789	Ability to generate compliance reports (E.g. CARF, progress notes entered within the last 24 hours of event, etc.)				
790	Ability to provide a dashboard or report of all charts that need completion of progress notes				
791	Ability to produce an audit trail report for all data changes				
792	Ability to support an automated quality assurance/audit report on user defined frequencies				
793	Ability to generate a sampling report for quality review teams based on identified criteria				

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794	Ability to provide a dashboard of operations and quality assurance performance/transactional data				
795	Ability to generate a medical record archival recommendation report (E.g. list all records that meet the archival policy requirements)				
796	Ability to develop caseload reports (E.g. by provider, service area, etc.)				
797	Ability to develop caseload reports with totals (E.g. provider and/or program)				
798	Ability for users to create custom reports menus based on their favorite standard and/or custom reports				
799	Ability for administrations to set up, add and modify user reporting menus				
780	Ability for users to add ad-hoc queries to the reporting menus				
781	Ability for users to develop ad-hoc queries for any data element combination in the system				
782	Ability for users to save ad-hoc queries for future use				
783	Ability for users to develop ad-hoc queries based on existing standard and custom queries				
784	Ability for administrators to develop custom reports that support user-defined data selection, grouping, and sorting				
785	Ability for users to develop custom reports based on existing reports				

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786	Ability to create custom report queries sorted and group by one or more programs, services, and providers				
787	Ability to create custom report formats				
789	Ability to create custom printable forms with defined prefilled content				
790	Ability for each user to customize their "home" screen				
791	Ability to turn custom reports and/or queries into interactive dashboards with drill-down capability.				
792	Ability to edit data within a dashboard.				
793	Ability for user to include dashboards on their "home" screen.				
794	Ability for administrators to develop reusable dashboards.				
795	Ability for users to develop their own custom dashboards and share them based on appropriate security.				
796	Ability for users to modify and save an existing dashboard as a new one.				
797	Ability to turn any report or query into a user definable chart. (E.g. pie chart, bar chart, etc.)				
798	Ability to save the output of a report or query for future viewing.				
799	Ability to print all or sections of a report or query.				
800	Ability to export the contents of report or query. (E.g. MS Excel, comma delimited file, XML file, PDF, etc.)				
801	Ability to drill into the details within any report or query that summarizes data.				

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802	Ability to schedule reports to be run and send to predesignated recipients.				
803	Ability to create reports and queries that allow summarizing data by; counts, totals, averages, percentages, difference between to fields.				
804	Ability to perform basic math functions using two or more data elements on a report or query. (E.g. add, subtract, multiple, divide)				
805	Ability to perform advanced math functions using two or more data elements on a report or query. (E.g. sum, count, average, mean, medium)				
806	Ability to allow user to perform complex data queries and analytics through the use of a SQL query builder tool, SSRS, Microsoft Report Builder, and Power BI.				
807	Ability to report on status of internal and external referrals by program.				
808	Ability to produce a report of eligible services by waiver, insurance, etc. (E.g. provide hard copy to individual)				
809	Ability to capture and display quantitative progress measurements within an ISP. (E.g. learning plans, DD group homes, skill plans, functional assessments, SBS)				
810	Ability to generate a master appointment list to see all scheduled appointments. (E.g. support capacity planning in residential facilities)				

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811	Ability to see all scheduled appointments for a staff member by defined time period.				
812	Ability to see all scheduled appointments for an individual by defined time period.				
813	Ability to generate a master appointment list that shows all appointments to be schedule. (E.g. to support centralized scheduling)				
814	Ability for facility management to view a master schedule of all individual-related activities.				
815	Ability for facility management to view a master schedule and utilization for each patient care staff member				
816	Ability to report on specific healthcare metrics (E.g. % of individuals seen within a specific timeframe, trends and graphs)				
817	Ability to do ad-hoc reporting.				
818	Ability to create custom reports.				
819	Ability to produce documents in a variety of languages for customer signature.				
820	Ability to produce a daily cashiering report to be exported/printed and balance the drawer.				
821	Ability to support industry/regulatory standardized assessments documents. (E.g. AIMS, DLA-20, ASAM, COWS, Columbia suicide risk assessment, SMI/SED, ASQ, GPRA, WaMS ISP, Morse Fall Scale, etc.)				

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822	Ability to track an individual's current status within an episode of care.				
823	Ability to combine customized data entry templates to create a new integrated template.				
824	Ability to access and report off of any data entered into the system.				
825	Ability to generate individual providers for case-loads reports.				
826	Ability to generate productivity reports.				
827	Ability to generate missing notes reports.				
828	Ability to provide case load/workload balancing reports/interactive management.				
829	Ability to measure and report on an individual's progress from one standardized assessment to the next.				
830	Ability to view progress across a given data element that is collected on a periodical basis or in a repeatable manner. (E.g. height, weight, vitals, etc.)				
831	Ability to show progress of measurable data element (E.g. height, weight, assessment scores) in a graphical format.				
832	Ability to identify guest medical records so that they may easily be included and excluded in agency reporting				
833	Ability to capture, track and report on all medication assisted treatment related DEA requirements				
834	Ability to produce a printed visit summary to give to patient post-appointment				

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835	Ability to view and print industry standard patient education materials				
836	Ability to develop, view, and print custom patient education materials				
Residential Care					
837	Ability to assign and schedule/manage bed days for residential facilities.				
838	Ability to specify special dietary needs for an individual in a residential facility. (E.g. group home or ICF facility)				
839	Ability to log and track what meals were given to each individual and how much that individual consumed				
840	Ability to record specific injuries (E.g. fall event, injuries etc.), and/or body check information for a given individual while under care, track progress, and notify necessary staff in other shifts.				
841	Ability to indicate on a series of graphics (E.g. body diagram) an individual has been injured, the type of injury and its severity. (E.g. Body Check form)				
842	Ability to automatically reflect individual-specific notes within a facility shift log on the individual's EHR record				
843	Ability to manage and track personal property details (E.g. name, description, condition, location, quantity, etc.) for an individual in a list format.				
844	Ability to view all available beds in each facility. (E.g. currently available, future availability)				

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845	Ability to place an individual on a bed reservation list for one or more facilities.				
846	Ability to notify staff when a bed is coming available for an individual on the bed reservation list.				
847	Ability to assign a bed in a facility to a new individual.				
848	Ability to transfer an individual from one bed assignment to another.				
849	Ability to view the overall census of each facility and sort list by bed type and/or availability.				
850	Ability to search for an available bed based on specific individual demographic information. (E.g. age, gender, special needs)				
851	Ability to track the transition of an individual from facility to facility, and retain move history.				
852	Ability to establish and maintain a bed reservation queue by facility.				
853	Ability to provide staff with a dashboard of all medications to be dispensed (E.g. Residential)				
854	Ability to set up a user defined list of bed status codes for residential facilities (E.g. open, occupied, out of commission)				
855	Ability to add a patient's child to a residential bed without creating an individual record				
856	Ability to schedule and track periodic bed checks for residential facilities (E.g. every 15 minutes)				

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857	Ability to place a bed(s) "out of commission" when the rest of the room is utilized by a mother and child(ren) (E.g. Mother with two children in a room with two beds)				
858	Ability to automatically to open an "out of commission" bed when the mother with accompanied child is discharged				
Scheduling					
859	Ability to transfer all appointments, or appointments in a certain range, from one provider to another				
860	Ability to double-book individuals, providers, staff and resources				
861	Ability to customize color coding on scheduling module by service, program or provider				
862	Ability to display more than one day's schedule and more than one location's schedule at a time				
863	Ability to automatically search and filter available appointment slots for an individual by day of week, time of day, length of appointment, provider, type of appointment, office or location, and funding source				
864	Ability to define double booking or overbooking limits				
865	Ability to view and report on scheduled facility tours				
866	Ability to allow staff to schedule their own appointments				
867	Ability for intake/assessment staff to "soft schedule" an individual for an open appointment block				
868	Ability to schedule appointments with multiple attendees				

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869	Ability to establish and maintain a central scheduling by type (E.g. home visits)				
870	Ability to create and maintain standard individual staff schedules to identify staff availability				
871	Ability to support unlimited staff member participation within a group activity, consultation team meeting, or appointment				
872	Ability to show scheduled appointments with associated staff member(s) within an individual's medical record				
873	Ability to exchange or add a staff member to an appointment				
874	Ability to identify the location of service when scheduling appointments				
875	Ability to track reasons codes for no shows/cancellations for all programs				
876	Ability to schedule a recurring group session				
877	Ability to assign/schedule an unlimited number of staff to a group				
878	Ability to schedule individuals to a single or recurring group session				
879	Ability to schedule an ad-hoc group session				
880	Ability to schedule an individual for overlapping activities within a given day				
881	Make appointment requests via online portal to see primary provider				
882	Ability to electronically see staff availability (E.g. single or group providers in one menu)				
883	Ability to manage staff availability				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
884	Ability to create specifically identified appointment slots based on specific individual needs categories				
885	Ability to search and schedule available specifically identified appointment slots (E.g. assessment, clinician) based specific individual need categories. (E.g. ESL, ASL, Blind, etc.)				
886	Ability to allow providers to identify themselves as available for services. (E.g. Initial Assessments)				
887	Ability to approve user to manually override the automated provider assignment recommendation. (E.g. Intake Team Member).				
888	Ability for the system to recommend provider/clinician match based on one or more predefined criteria (E.g. individuals insurance, native language, etc.) for appointment scheduling.				
889	Ability to develop individual queue for block time appointments. (E.g. to support block scheduling, front desk to log new individuals into a queue for the Engagement Specialist or Assessor)				
890	Ability for an approved user to schedule for themselves or other providers within established security and business rules.				
891	Ability to identify appointments by types. (E.g. medical evaluation, OBAT, MAT, Clinical Evaluation, Psych Evaluation, etc.)				
892	Ability to set appointment blocks for specific types of appointments where individuals are seen on a first come, first-serve basis. (E.g. Intake, Initial Psychiatric Evaluation, Assessments, etc.)				

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893	Ability to view multiple calendars and schedule multiple related appointments together to allow individuals to minimize their visits. (E.g. multiple services scheduled in one appointment – psych evaluation, group therapy, and another service all together on the same day)				
894	Ability to support user defined scheduling rules and requirements by appointment type/category (E.g. initial appointment, Delivery, Follow-up, etc.)				
895	Ability to automatically identify/flag when a specific appointment is needed for individual based on user defined criteria. (E.g. Assessment, Treatment Plan, Opioid treatment, etc.)				
896	Ability for the system to alert a provider during an appointment when time based activities or follow ups are needed. (E.g. DLA-20 is required every 6 months, Quarterly Reviews are required every 90 days, Columbia is required annually, Annual follow-ups, etc.)				
897	Ability to assign a number of days from the date entered in which an individual's first appointment needs to be scheduled. This assignment should be allowed for each Program, and should also be used by the EHR when searching for available appointment times.				
898	Ability for approved user to manually override recommended scheduling options and appointment assignments. (E.g. Scheduler)				
899	Ability to print out appointment reminder cards to give to customers.				

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900	Ability to capture non-patient care activities for staff.				
901	Ability to track the first offered appointment, and whether they took the first offered appointment.				
902	Ability to execute appointments scheduling from within various elements of the medical record. (E.g. treatment plan, progress notes, assessment, etc.)				
903	Ability for providers to notify the centralized scheduling staff that an individual needs one or more treatment sessions scheduled.				
904	Ability to view a list of appointments and associated scheduling status for a given individual.				
905	Ability for approved users to schedule appointments on behalf of others. (E.g. centralized schedulers, other providers, nurses, etc.)				
906	Ability to support centralized scheduling.				
907	Ability to set appointment blocks by appointment type with given time frames.				
908	Ability to establish approval flow for overwrites of existing appointment or non-working time.				
909	Ability to include treatment location details in scheduling requests and appointments.				
910	Ability to set up a group therapy session as a recurring appointment for a specific number of sessions over a user defined time period.				
911	Ability to schedule an individual for a recurring group therapy session.				

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912	Ability to identify whether or not an appointment can be scheduled for a service/program that requires an authorization.				
913	Ability to identify, log, track, and report on non-individual participation in community-based group activities. (E.g. "Z" individual for state reporting)				
914	Ability to cancel all future appointments and/or remove from group membership(s) upon discharge approval for a specified program or episode of care.				
915	Ability to establish and manage care/assessment team calendar. (E.g. Infant Programs, Residential)				
916	Ability to identify a slot as being an In-home or Facility appointment. (E.g. may include travel time on both ends of the slot for travel or not)				
917	Ability to identify an appointment slot by user-defined type with unique purpose. (E.g. Assessment, Medical, Psych, etc.)				
918	Ability to assign a Care Team or individual provider to an appointment slot (E.g. Infant Programs, Residential)				
919	Ability to display and print a monthly view of available and scheduled care team slots.				
920	Ability to create a list of all new Infant Program Individuals needing treatment and allowing staff and contractor providers to access the list and communicate their desire to accept one or more new individuals				

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921	Ability to generate a class roster based on registration with user-defined field and update to reflect attendance (E.g. no billable service recorded)				
922	Ability to schedule appointments without an existing treatment plan				
923	Ability to view all currently scheduled appointments by program or service area (E.g. MH, SUD)				
924	Ability to add resources to any scheduled appointment (E.g. rooms, Zoom rooms, equipment, interpreter)				
925	Ability to add tele-health connection information to any appointment				
926	Ability for staff to design customized appointment cards				
927	Ability to schedule and manage periodic case management meetings to include multiple staff and individual family members (Monthly Recovery Plus Interdisciplinary Treatment Team Meeting)				
928	Ability to plan and manage medication assisted treatment clinic diversion checks (specific timeline, random check)				
929	Ability to view reason for visits (past/present) as a part of the appointment information				
930	Ability to view prior appointments sorted by date				
931	Ability to allow individual to identify reason for appointment during check-in				
932	Ability to schedule an individual for recurring individual appointments (E.g. Weekly, monthly, bi-monthly)				

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Attachment E - EHR Solution Business Requirements

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
933	Ability for individual chart flags, notifications, and alerts to be viewable to scheduler to assist with scheduling appointments (E.g. Individual due for annual wellness assessment)				
934	Ability to document an individual's appointments with outside providers on the master schedule				
935	System that will not allow appointments to be scheduled when treatment plans and/or case is closed, and alert providers				
936	Able to look up appointments that are on hold (when unable to create appointment due to no treatment plan/services available)				
937	Ability to change services instead of having to cancel existing appointment and then input the new service				
938	When appointment is canceled, should show the date of the actual scheduled appointment and when it was actually canceled and immediately allow that time slot to be opened up for the next client				
939	Should be able to change providers of scheduled services from one to another without having to cancel and reschedule the service (example: one provider out sick but co-worker able to see the client instead of rescheduling)				
940	Easy search for appointments by staff or individual				
941	Easy way to schedule individual's for group treatment				
942	Easy scheduling times (some use 20 minute increments, some use 30 minute increments, etc.)				

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943	Not be able to schedule an appointment type with any staff who does not have the proper credentials to provide the service				
944	Secretary daily schedule report should auto populate the individual's contact number and responsible party				
945	Secretary daily schedule report only show staff appointments with individuals coming in - don't need to see lunch hours, meetings, etc.				
946	Auto-email and/or auto-text with appointment reminders				
947	Appointment logic follows client, not plan, for scheduling				
Significant Events					
948	Ability to identify the level of a significant event (1, 2, 3)				
949	Ability to document investigation activities for significant events				
950	Ability to document the root cause analysis for a significant event				
951	Ability to create a list of documents needed to be collected to assist in investigating a significant event				
952	Ability to document significant events as being related to a client, but not be included in a client's medical record				
953	Ability to track that all significant events are reported within the required window of time post-occurrence				
954	Ability to email and/or text all necessary personnel when a significant event is logged				
955	Ability to identify if a significant event needs enhanced root cause analysis				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
956	Ability for staff to fill out the agency's significant event reporting form with only applicable information also being logged in the individual's medical record				
957	Ability to track individual complaints as significant events				
Treatment Plan					
958	Ability to identify individuals who have an active episode of care and are currently admitted to a program				
959	Ability to identify if a diagnosis is expired and its associated effective date				
960	Ability to capture Service sub type (E.g. face to face) for Annual planning or Quarterly Reviews				
961	Ability to expire a treatment plan				
962	Ability to only enable one active treatment plan for a given service				
963	Ability to view a client's treatment plan details at the agency, program, and service levels				
964	Ability to concurrently have active treatment plans, as well as draft inactive treatment plans under development				
965	Ability for each service provider to develop a service level treatment plan within a program				
966	Ability to create treatment plans that identify daily/weekly tasks to be completed by facility staff				
967	Ability for the system to notify/alert a supervisor when treatment plan daily/weekly tasks are not completed				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
968	Ability to develop a separate section of DD treatment plan for an individual's learning plan				
969	Ability to create and maintain a learning plan with target foals and associated progress via checklist and supporting narrative text entry				
970	Ability for the system to notify a supervisor if a checklist item is not completed				
971	Ability to track and provide visual indicators to communicate individual progress status				
972	Ability to automatically notify the primary treatment provider/therapist and/or other key staff (E.g. Primary Clinician) of case/medical record updates by another clinician (E.g. Diagnosis, user defined data fields, Treatment Plan drivers/impacts) and/or specific actions. (E.g. TDO petition, adding or removing a diagnosis, etc.)				
973	Ability to exclude expired diagnosis from active display.				
974	Ability to provide decision support/clinical pathways for alerts (E.g. drug-disease interactions, suggested diagnoses, suggested tests to run, etc.) to providers/clinicians during appointment.				
975	Ability to add, rank, edit, and share diagnosis.				
976	Ability to execute electronic Informed Consent for medications. (E.g. Suboxone, Clozapine, Controlled med consent, etc.)				
977	Ability to delegate activities to other approved providers.				

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978	Ability to identify approval requirements for different types of encounters and/or services.				
979	Ability to have system flag non-compliance with treatment plan and/or run reports for variance against plan.				
980	Ability to set a reminder for the primary provider to follow up with a treatment provider to gain approval for scheduling an individual if the initial request was rejected.				
981	Ability to establish a single treatment plan for a given individual where multiple programs can contribute program treatment plan content and associated notes.				
982	Ability to assign a provider to contribute to a specific treatment plan section.				
983	Ability to track progress against state immunization requirements for an individual served. (E.g. used in ICF, Infant Program, Family First, etc.)				
984	Ability to track progress against standard prenatal requirements for an individual served. (E.g. Family First)				
985	Ability to alert case manager when an individual has not had required immunizations. (E.g. Infant and/or Family First program)				
986	Ability to assign two primary case managers to one episode of care for an individual. (E.g. Infant Services / Families First)				
987	Ability to alert the case manager when an individual is approaching the age limit for eligibility to any specific service or program based on captured date of birth.				

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988	Ability to log and track mother's prenatal visits.				
989	Ability to identify a "Level of Care" value for a case, and have the level of care link to a default treatment plan. (ex 1,2,3 for Families First Program)				
990	Ability to assign frequency for services by "Level of Care".				
991	Ability track the date the "Level of Care" was changed, by whom, and the reason code.				
992	Ability to view a master treatment plan that consists of all active treatment plans				
Workflow Management					
993	Ability to set customized permissions on workflows.				
994	Ability to support multi-level workflow administration. (E.g. Agency administration for agency-wide workflow changes, and Program Managers to adjust workflow rules within their specific program flows)				
995	Ability to trigger a clinical review or clinical staffing based on a user-defined event(s)/thresholds (E.g. hospitalizations per patient or program).				
996	Ability to identify mandatory or optional fields on all data entry fields.				
997	Ability for the system to support a custom workflow for a non-resident individual to receive DPCS services				
998	Ability to configure customizable workflows.				

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999	Ability to establish an inventory of "Services" and associated metadata. (E.g. Associated characteristics/activities/workflow requirements)				
1000	Ability to override mandatory record fields based on given "Service". (E.g. Admin without clinical assessment)				
1001	Ability to support branching workflows.				
1002	Ability to establish automated business rules to drive unique workflows by flag. (E.g. based on X insurance flag, the individual must see Y assessor)				
1003	Ability to support user defined activity requirements within a workflow, track activity status, and automatically indicate to the user that a requirement has not been fulfilled.				
1004	Ability to track length of time spent in each component of an individual's workflow (E.g. Prescreen, Waiting Room time, Intake, Initial Assessment, etc.)				
1005	Ability for the system send a message and add a task to another provider's work listing for a secondary progress note signature.				
1006	Ability for workflow to manually route case/individual back to queue outside normal flow. (E.g. flexibility to do assessment first, then come back to intake)				
1007	Ability to customize business rules to enhance workflow logic.				
1008	Ability to capture reason codes for exception process actions. (E.g. Discharge, appointment cancellations, etc.)				

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1009	Ability for the system to perform a quality/compliance checklist audit. (E.g.. indicate all items that need to be completed or corrected) (E.g. prior allowing a discharge, to move to next workflow step, etc.)				
1010	Ability to customize workflows based on the "Priority" population for individuals identified.				
1011	Ability to support policy exceptions within a workflow and/or data fields (E.g. No-Shows, Billing/No payment, Excessive Cancellations, etc.), and communicate the exceptions within a individual's medical record				
1012	Ability to establish standard policies and workflow triggers for No-Shows and cancellations.				
1013	Ability to modify the standard policy/workflow based on unique program needs/requirements.				
1014	Ability to require additional staff review and sign-off before finalizing a submitted service(s). (E.g. review contractor or new provider entry prior to releasing for billing)				
1015	Ability to require additional staff review and sign-off before finalizing a progress note.				
1016	Easy to find demographic information				
1017	Auto-populate effective dates				
1018	Clinical alerts that do not allow staff to continue without completing all required parts of a form/assessment.				
1019	Improved workflow with one direct way to complete task.				

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1020	Ability to view more data at a time in an individual's chart.				
1021	All documents (internal forms and scanned documents) in one location together for easy retrieval.				
1022	Ability to access medication and diagnosis information from internet to provide to patient/assist with treatment plans (for docs).				
1023	Treatment history page should show name of service provider, actual type of service, date began and date ended and able to organize by provider or date (date info was entered on the tab is useless)				
1024	Treatment history page should have pertinent info at-a-glance and only click entry to open for address/contact # of service, ROI, and D/C paperwork attached which can also populate in attachment section				
1025	Vitals page should show all that has been entered with one click to organize/show most recent at top				
1026	Be able to print the treatment plan the way it looks when entered so do not have to go in and link everything first				
1027	Be able to look up individual by alias names they use				
1028	Once face sheet completed, auto-populate ROI that has to be signed or highlighted in color until completed.				
1029	If completing more than one release, auto-populate authorized representative/guardian/parent names, dates, and other standard information on all ROI forms				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
1030	Tally of contacts over period of time to use for Quarterly Reviews (E.g. during last 90 days, how many phone contacts, face to face visits, client-related services, etc.)				
1031	When an individual is checked in, checkbox in the EHR that lets staff who have an appointment scheduled with the individual know they have arrived				
1032	Auto-populate treatment plan goals and objectives into the progress note so you don't have to use a template to complete the progress note.				
1033	Bed search - Load the completed bed search automatically into the record without having to type it over again				
1034	Bed search - Have a checkbox that is time stamped that shows which hospital was contacted and at what time.				
1035	Prior Authorizations - Want the PA forms be a part of the EHR so that information already being entered could auto-populate onto the form so staff do not have to double document (put info in chart and then turn around and have to fill out PA too).				
1036	Community Consumer Submission (CCS) or new State Reporting Solution needs to be better integrated.				
1037	Arm bands/client identifiers to scan, making required 15 minute bed checks easier.				
1038	Progress notes should have a header with the individual's name and date of birth and provider at the top of the page along with Provider signature at the bottom.				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
1039	Referral page should be organized by either the referral type or the date of the referral but be able to populate either way				
1040	Progress notes should not allow overlapping entry at the time of entry on specific services (individual cannot have two services at one time and provider can only provide multiple services at one time if it was a group)				
1041	Alert providers to overlapping note situations				
1042	Incomplete forms (of any type) show in color the missing information				
1043	Filter forms that are expired - only populate current ones				
Workload Management					
1044	Ability to transfer full case load assignments from one provider to another on mass (E.g. One doc leaves and new one takes over cases and appointments) and retain historical information for original doc.				
1045	Ability to track and view Program / Provider capacity.				
1046	Ability for the supervisor to view each case manager's current work load when evaluating caseloads or assigning them to a new individual being served.				
1047	Ability to manage case load capacity and to perform load balancing functions across assigned case managers				
1048	Ability for a supervisor to define rules that would highlight when a staff member's load may be too heavy				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number**	Offeror Response
1049	Ability to do case load balancing for providers/team assignments.				
1050	Ability to support provider case load management. (E.g. number of kids multiplied by frequency)				

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Attachment F**

Proprietary Information Identification

As indicated in Section 6.0 General Term & Conditions, Item 6.44 Proprietary Information - *Code of Virginia* Section 2.2-4342(F), as amended, states: “Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); **however, the bidder, offeror, or Contractor shall**

- (i) **invoke the protections of this section prior to or upon submission of the data or other materials,**
- (ii) **identify the data or other materials to be protected, and**
- (iii) **state the reasons why protection is necessary.” If the exemption from disclosure provided by *Code of Virginia* Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.**

The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror: _____ invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on _____ (Date).

Signature: _____ Title: _____

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

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Attachment G - EHR Solution Reporting Requirements

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Report ID	Program Name or Area	Name	Description	Purpose	Output Format	Offeror Response	Level of Effort H/M/L***	Proposal Page Number**	Offeror Comments
1	Agency	CCS Errors	CCS state reporting - errors by cost center, for all providers within a program, or for one provider's case load	Quality assurance to ensure no errors for state reporting	Report				
2	Agency	CCS Count of Consumers Served	Count of individuals served by program. Ability to have both duplicated (all individuals in a program) and unduplicated count (show individuals in only their primary program)	Quality Management - used for Key Quality Indicators (KQI), internal and external reporting, program management	Report				
3	Residential	DD Activity Schedule	Work schedule demonstrating how to provide treatment plan outline. (weekly or monthly report). Required by Licensure/DMAS	Ensure to state to justify costs. Attached in WAMS for annual ISP	Report				
4	DD	ISP Parts I-IV	Parts I through IV of ISP -- print out of ISP Parts I through IV.	Required by Licensure. Used to complete Part V-program treatment plan	Report				
5	Part C	IFSP Pages I-IX	Parts I through IX of Individual Family Support Plan (IFSP) -- print out of IFSP Parts I through IX.	Required by Licensure. Used to complete Part I - IX of the program treatment plan	Report currently, Trac-it TBD				
6	Agency	Morse Fall Scale	Questionnaire to determine how likely a person is to fall and what level of support to protect them.	Assess fall risk. Used for first case management meeting, annual ISP meeting	Report				
7	Agency	Treatment Plan Review	Status and progress of activities of a specific treatment plan (for review activities).	Run monthly for monthly/quarterly to support review activities. Required by Licensure	Report				
8	Agency	VA CCS	Six extract files produced with outcomes, services, diagnoses, consumer demographics, type of care, and staff classification	Satisfy state requirement	Comma delimited extract files				
9	MH / SUD programs	DLA-20	Daily Living Activities Assessment	To score an individual served on how well they performed or managed each of their ADL's (activities of daily living)	no output - input only				
10	Agency	HIV Consent form	Signature form for HIV testing consent	Obtain individual served signed consent on the form	Custom state report format				
11	Agency	Voter Registration Form	Signature form to give options if they want to register to vote, are registered, or have no desire to register	Obtain individual served signed consent on the form	Custom state report format				
12	Agency	GPRA report	Government Performance and Results Act (GPRA) report - Report content includes all information and updates from GPRA survey as well as any additional capture data needed for federal reporting	Federally mandated for grant recipients	Data entered manually into SPARS system but needs to be readily available				
13	Agency	Uniform Pre-admission Screening	Form for each individual served who the CSB is evaluating for crisis continuum services or hospital admissions	Used to provide justification for all crisis continuum services, involuntary admission, and for voluntary admission admissions	Custom state report format				
14	Agency	Petition for Involuntary Admission for Treatment	Legal request to the court to involuntary hospitalize an individual served, with legal criteria individual meets to be involuntarily hospitalized (checkboxes and narrative)	Legal request to the court to involuntary hospitalize an individual served	Custom state report format				
15	Agency	Extract Analysis	Process of extracting the necessary data from the EHR to load into the access database to allow for validation of the data set	Review CCS data	CMP file				
16	DD	Risk Awareness Tool	Assessment to measure identified/unidentified risk	Required for all DD waiver cases and used in place of Morse Fall Scale	Custom state report format				

Attachment G - EHR Solution Reporting Requirements

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17		NOMS	National Outcomes Measurement System (NOMS) report - Report content includes all information and updates from GPRA survey as well as any additional capture data needed for federal reporting	Federally mandated for grant recipients	Data entered manually into SPARS system but needs to be readily available				
18	DD	Onsite Visit Tool	Assesses change in status and ISP implemented appropriately	Required at FTF for all active DD case management cases (assist with periodic audits)	Custom state report format				
19	Agency	Crisis Risk Assessment	Assessing potential for crisis and need for REACH referral	Required at every face-to-face for an individual with a suspected ID/DD (assist with periodic audits)	Custom state report format				
20	DD/Part C	WaMS Infant/Child/Adult VIDES	Assesses eligibility for waiver/waiver waitlist	Required for all DD waiver/waitlist cases	JSON				
21	DD/REACH	HCBS Rights and Responsibilities form	Confirms HCBS rights discussed	Required by DBHDS/DOJ (assist with periodic audits)	Custom state report format				
22	Outpatient	EBP	provides number of EBP services provided by staff name and program	DBHDS EBP survey requirement (support ability to fill out state survey)	Report				
23	Regional	Adult Residential Crisis Stabilization Unit reporting (CSU monthly utilization report)	Highly detailed spreadsheet tracking of each individual served in CSU	Support Executive and Senior Leadership Team and goes to DBHDS	Excel				
24	Regional	DAP Monthly Enhanced Review	Each region negotiated with DBHDS out of a list of possible enhanced UM reporting requirements. R2 agreed to monthly reporting of: Scrub follow up tracking, review of every 1x plan, rehospitalizations, plan changes, new plans, and closed plans	Support Executive and Senior Leadership Team and goes to DBHDS	excel				
25	Regional	DAP Category Reporting	Detailed spreadsheet of each individual with plan by category and then category financial obligations are aggregated by categories.	Support Executive and Senior Leadership Team and goes to DBHDS	Excel				
26	Regional	YDAP Quarterly Report	Highly detailed spreadsheets with information about all one-time and ongoing DAP plans that have been approved and utilized during the FY with breakdowns of total plan costs and income sources.	Support Executive and Senior Leadership Team and goes to DBHDS	Excel				
27	Regional	ES Activity & Exceptions Report	Report compiled from each regional CSBs report of monthly call and prescreening activity, plus detail about any individual situations resulting in a TDO to a state facility.	Support Executive and Senior Leadership Team and goes to DBHDS	Excel				

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28	Regional	LIPOS Actual and Obligated Data Report	Detailed report showing utilization of LIPOS funding by CSB and by hospital; client legal status; payments and funds encumbered, state hospital transfers	Support Executive and Senior Leadership Team and goes to DBHDS	Excel				
29	Regional	MH Child Crisis & Psychiatry Report	Narrative summary, case vignettes, and program data for initiatives funded with these G.A.-allocated monies	Support Executive and Senior Leadership Team and goes to DBHDS	Narrative summary				
30	Regional	RAFT/DAP, ICRT Step-down & SUDS detox for hospital diversion	an informal utilization report for our program lead at DBHDS at the end of the FY	Support Executive and Senior Leadership Team and goes to DBHDS	Narrative summary				
31	Regional	REACH Annual Report	Report to address training to staff and community, accomplishments, and challenges	Support Executive and Senior Leadership Team and goes to DBHDS	Excel				
32	Regional	REACH Fiscal Worksheet	Highly detailed spreadsheet of revenues and expenditures including vendor operated line items and regional fees (includes some line items in the REACH budget and not others such as ID/D Clinic and Behavioral Specialist Funding)	Support Executive and Senior Leadership Team and goes to DBHDS	Excel				
33	Regional	HUB data collection sheet for Children's Mobile Crisis	Detailed excel tracking tool of demographic, call time, dispatch time, assessment location, disposition and follow up	Support Executive and Senior Leadership Team and goes to DBHDS	Excel				
34	Regional	Adult Services Competency Restoration Reports	Disposition of restoration cases (per unique indiv)	Support Executive and Senior Leadership Team and goes to DBHDS	excel				
35	Agency	CARS	CSB funding and productivity comparison based on CCS taxonomy	CSB funding and productivity comparison based on CCS taxonomy	Access/Excel/Report				
36	Jail	MH Docket	Court data provided quarterly to DBHDS	DBHDS requirement	Excel				
37	Agency	Satisfaction Survey	report used to compile the required data elements for consumer satisfaction surveys send out by DBHDS	DBHDS requirement	Excel				
38	RCSU	Child CSU validation	validation report for comparison of local CCS data, DBHDS, and SJV data	validation report	Excel and Report				
39	Crisis Services	CEPP	Crisis education and prevention plan - required for crisis platform and potential integration	Crisis Continuum safety and discharge plan	Custom state report format				
40	Agency	PHQ9	Depression screening required for SAMSHA	depression screening	Excel				
41	Agency	Columbia	Suicidality screening required for CCS outcomes	suicidality screening	Custom state report format				
42	ACT	ACT Access rpt	ACT data provided monthly to DBHDS	DBHDS requirement	Access to Excel				

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43	Regional	Region 4 - Commitment Hearing Disposition	List of hearing outcomes from individuals seen by Richmond hearing team from Richmond area hospitals and St. Mary's hospital when RBHA Crisis TDOs an individual	Regional requirement	Excel				
44	REACH	REACH Quarterly DBHDS Report	monitors client outcomes, # of referrals by type and time, demographics, etc. across all services in REACH	DBHDS requirement for DOJ reporting	Custom state report format				
45	REACH/DD	Part V (PCP)	Waiver and Non-Waiver service plan for DD residential clients	treatment planning, WAMS	Custom state report format				
46	REACH	Crisis Services Assessment	Mobile Crisis, Crisis Stab and Crisis Prevention Services Assessment (meets billing requirements for all three); Developed by DBHDS; currently a standardized REACH (statewide) assessment	Assessment for service delivery	Custom state report format				
47	REACH	Crisis Services Plan	Mobile crisis, crisis stab, and crisis prevention treatment plan (DBHDS statewide REACH document)	Treatment plan for service delivery	Custom state report format				
48	REACH	REACH Caseload Management Tool	Pulls from RedCap at present and tracks caseload assignments, outcomes data, CEPP dates, service linkages info	DBHDS reporting and caseload management	Excel				
49	RCSU	CSU Monthly Utilization Report	Detailed spreadsheet, capturing 12 data fields for all CSU monthly admissions/DCs. Breakdown of all Regional CSB's monthly admissions, DCs and total Bed Days. Total number of monthly Hospital Stepdowns and from what hospital(s). Monthly utilization rate, average census and average length of stay (LOS). Monthly break down of Discharge Dispositions. Medicaid bed days, denials, cancellations and TDOs.	Serves multiple purposes; Aspects report of sent to DBHDS (Sonya Charles). Aspects of report are shared in quarterly regional stakeholder meetings. Report shared with RBH Leadership teams.	Excel				
50	RCSU	CSU Monthly Performance Data	DBHDS designed spreadsheet where we input # of referrals, accepted, TDOs, admissions, admissions after hours and step downs from State Facility. Notate and date 10 different policy reviews were completed.	DBHDS required to track performance data	Excel				
51	OTP-Recovery Plus (SUD)	SOTA OTP Statistical Report	SOTA OTP Statistical Report	Required by SOTA to report on specific demographic data, caseload numbers. Report shared with DBHDS	Word doc. submitted to SOTA and DBHDS				
52	OTP-Recovery Plus (SUD)	SOTA Quarterly Staffing Plan Report	SOTA Quarterly Staffing Plan Report	Staffing plan required by SOTA and DBHDS on a quarterly basis (title, name, date of hire, date of separation, credentials, caseload, work hours)	Word doc. submitted to SOTA and DBHDS				
53	OTP-Recovery Plus (SUD)	NTP Access to Controlled Substances	NTP Access to Controlled Substances	Required by DEA for notice of inspections of controlled premises (visits, announced and unannounced)	Excel				
54	Emergency Services	ES Activity and Exemptions Report	Report detailing number of prescreenings and outcomes.	Submitted to DBHDS	Excel				

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55	Emergency Services	Acute Care Project Annual Report-monthly	Report submitted to DBHDS for performance data regarding expenditure of these Region 4 Acute Project LIPOS funds and to monitor utilization.	Submitted to DBHDS	Excel				
56	Emergency Services	Acute Care Project Accounting Spreadsheet - monthly	This is a Region 4 Acute Care Project spreadsheet used to record billing information for admissions funding under LIPOS (local inpatient purchase of service). It is forwarded to contracting providers to generate invoicing and to RBHA Finance to generate payment/reimbursement.	Submitted to DBHDS	Excel				
57	AMH	Annual Physical Report	Quality report to internally track AMH client annual physical exams by caseload	Tracks up to date annual physical reports for AMH CM team	Excel				
58	Outpatient	SOAR Report	Report Detailing SU clients	Tracks number of individuals in SU Outpatient and SU Case Management	Excel				
59	Emergency Services	CIT	Report detailing ES clients	Submitted to DBHDS	Excel				

REQUEST FOR PROPOSAL – ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM, RFP#: 2023EHR

Attachment H – DPCS Clinical Assessments and Forms

Full Name	Division	Program	Purpose
ACT SA Assessment	Mental Health	ACT	ICT Assessment regarding SUD
ACT SUTS	Mental Health	ACT	ICT Assessment to measure readiness for SUD treatment
ACT Transition Readiness Scale	Mental Health	ACT	ICT Assessment to measure readiness for stepdown
ACT Vocational Assessment	Mental Health	ACT	ICT Assessment regarding ability for employment
MHSB Assessment	Mental Health	MHSB	MHSB Assessment
ARTS Extension Request	Quality and Standards	Substance Use	Authorization form
ARTS Initial Request	Quality and Standards	Substance Use	Authorization form
CCC+ ACT Continued Stay	Quality and Standards	ACT	Authorization form
CCC+ ACT Initial	Quality and Standards	ACT	Authorization form
CCC+ ARTS & MHS Registration	Quality and Standards	Multiple	Authorization form
CCC+ CMHRS Continued Stay Auth	Quality and Standards	Multiple	Authorization form
CCC+ Community Stabilization Continued Stay	Quality and Standards	Multiple	Authorization form
CCC+ Day Treatment/Partial Hospitalization	Quality and Standards	?	Authorization form
CCC+ MHSS	Quality and Standards	MHSB	Authorization form
CCC+ Multisystemic Therapy Continued Stay	Quality and Standards	MST	Authorization form
CCC+ Multisystemic Therapy Initial	Quality and Standards	MST	Authorization form
CCC+ PSR	Quality and Standards	Psychosocial Rehab	Authorization form
CCC+ RCSU Continued Stay	Quality and Standards	CSU	Authorization form
CCC+ TDT	Quality and Standards	Youth Day Treatment	Authorization form
TDT_Initial Authorization	Quality and Standards	Youth Day Treatment	Authorization form
TDT_ReAuthorization	Quality and Standards	Youth Day Treatment	Authorization form
Magellan_MHSS_Initial	Quality and Standards	MHSB	Authorization form
Magellan_MHSS_Reassessment	Quality and Standards	MHSB	Authorization form
Magellan_ACT Initial Authorization	Quality and Standards	ACT	Authorization form
Magellan_ACT Re-Authorization	Quality and Standards	ACT	Authorization form
Magellan_PSR Initial Authorization	Quality and Standards	Psychosocial Rehab	Authorization form
Magellan_PSR Re-Authorization	Quality and Standards	Psychosocial Rehab	Authorization form
CSU_Client Referral	Mental Health	CSU	Regional data collection regarding CSU admissions
CSU_Against Program Advice	Mental Health	CSU	Client acknowledgement of AMA Discharge
CSU_Client Inventory	Mental Health	CSU	Inventory of belongings at admission
CSU_Rules and Regs	Mental Health	CSU	Program rules/regs for client
*Admission Order Form	Multiple	Multiple - Residential	standing order form
Crisis Plan	Mental Health		Crisis plan
Discharge Plan	Mental Health		Discharge/Safety Plan
*Uniform Prescreen 2017	Emergency Services	Multiple	Crisis Assessment to justify level of care
Commitment Hear Disposition Note	Mental Health	Emergency Services	locally required form for hearings
*ICD 10 Psychiatric Evaluation2	Mental Health	Psychiatry	Evaluation for Psychiatry
*Nursing Assessment	Multiple	Multiple	Assessment for nursing staff in residential programs with medical, behavioral, fall scale and standardized assessment
*TB Form	Multiple	Multiple	administration and reading of TB
AIMS	Mental Health	Psychiatry	assessment for medication side effects
Clinical Opiate Withdrawal Scale	Multiple	Multiple	Assessment for opioid withdrawal
Suboxone Agreement Form	Primary Care	Primary Care	client agreement for suboxone medication
SBS CPI Overview	Mental Health	Youth Day Treatment	acknowledgement of client/family review of CPI
SBS Family Counseling Note	Mental Health	Youth Day Treatment	formatted family counseling note to meet licensure
SBS Level System Overview	Mental Health	Youth Day Treatment	acknowledgement of client/family review of YDT level system
SBS Quarterly	Mental Health	Youth Day Treatment	YDT quarterly review formatted to work with level system
SBS Individual Counseling	Mental Health	Youth Day Treatment	formatted individual counseling note to meet licensure
SBS Service Coordination	Mental Health	Youth Day Treatment	formatted service coordination note to meet licensure
TDT Daly Note	Mental Health	Youth Day Treatment	YDT daily documentation with auto scoring for level system
TDT Family Contact	Mental Health	Youth Day Treatment	formatted family contact note to meet licensure
ICC Crisis Prevention Plan	Mental Health	ICC	ICC crisis prevention plan for family/child
ICC Functional Behavioral Assessment	Mental Health	ICC	behavioral needs assessment specific to program participation and compliance
ICC Strengths Needs and Culture Discovery	Mental Health	ICC	Assessment that details clients resources and strengths to aid in meeting treatment objectives
ICC Transition Plan	Mental Health	ICC	Assessment to detail transition plan from ICC
MST Assessment 10_2014	Mental Health	MST	Social, behavioral, environmental, academic needs specific assessment for program participation and compliance
_MST Case Summary Ongoing Review	Mental Health	MST	Program specific review to meet compliance
MST Orientation and Services Agreement	Mental Health	MST	acknowledgement of client/family regarding program requirements
Clinical Institute Withdrawal Assessment for Alcohol, Revised	Multiple	Multiple	alcohol withdrawal scale
Fagerstorm Nicotine Dependence Test	Multiple	Multiple	Nicotine Dependence Scale
The Clinical Institute Narcotic Assessment	Multiple	Multiple	Narcotic Use Scale
ASAM	Substance Use	Substance Use	Substance use assessment
E-HITS Tool	Primary Care	Primary Care	assessment of physical abuse
OBOT Agreement	Primary Care	Primary Care	client agreement for OBOT
Subjective Opiate Withdrawal Scale	Primary Care	Primary Care	Client completed - Assessment for opioid withdrawal
REACH Crisis Education and Prevention Plan	Developmental Services	REACH	document details triggers, supports and prevention strategies in crisis required for discharge
REACH Crisis Service Plan	Developmental Services	REACH	Treatment planning document for people crisis
REACH Crisis Service Re-Assessment	Developmental Services	REACH	Treatment planning document for people crisis - clones from original when updates are required
REACH Crisis Stab Plan	Developmental Services	REACH	Treatment planning document for crisis stabilization services
REACH Crisis Stab Revised Plan	Developmental Services	REACH	Treatment planning document for crisis stabilization services - clones from original
REACH Safety Plan	Developmental Services	REACH	REACH Safety Plan (mandated)
Adolescent Depression Screening	Multiple	Multiple	Adolescent Depression scale
Adult Depression Screening	Multiple	Multiple	Adult Depression scale
Columbia Suicide Severity Rating Scale	Multiple	Multiple	Suicide Severity Rating Scale
Diagnostic with ASAM	Multiple	Multiple	Required Diagnostic Assessment to meet state and licensure requirements
Diagnostic with ASAM -Update	Multiple	Multiple	Required Diagnostic Assessment to meet state and licensure requirements -several elements clone from original
DLA-20 Adult	Multiple	Multiple	Functional Scale for Adults to measure improvement while in treatment
DLA-20 Youth	Multiple	Multiple	Functional Scale for Adolescents to measure improvement while in treatment
ICD 10 Transfer Closing	All	All	Discharge and Transfer form that meets licensure and state requirements
Medical Record Request V2	All	All	form to request medical records for an external entity
Morse Fall Scale	All	All	Agency approved fall scale

Psychological Release	All	All	form to request the findings of psychological testing
Client Acknowledgment of Rights	All	All	Specific admission and annual form
COVID19 Consent Form	All	All	Specific admission and annual form
HIPAA Form	All	All	Specific admission and annual form
HIV Assessment	Substance Use	Substance Use	HIV Assessment
Intake and Annual Packet	All	All	Multi-form packet that includes the HIPAA, Acknowledgement of Right, Provider Choice, Voter Registration and orientation forms - only requires one signature
Orientation Summary	All	All	Specific admission and annual form
PC Review	Developmental Services	Developmental Services	Quarterly review that clones for the WaMS ISP
Provider Choice	All	All	Specific admission and annual form
Request for Psychiatric/Psychological	All	All	Form used to request Psychiatric/ Psychological services
Safety and Wellness Plan	All	All	designed safety plan
Tele-Psychiatry Disclosure, Informed Consent and Agreement	Mental Health	Psychiatry	Client permission and acknowledgement of telehealth services
Virtual Visits Consent	All	All	Specific admission and annual form
Release of Information	All	All	Form that identifies who can release information to
Triage Screening	Mental Health	Emergency Services	form used to triage a person for services
SMI_SED_YAR	Mental Health	Mental Health	Scale to identify if a person is SMI,YAR, SMI
TCS - CARS Data	Quality and Standards	Quality and Standards	Form to capture annual funds and FTEs to compare against productivity and utilization
Voter Registration	All	All	Specific admission and annual form
VA Advanced Directive	All	All	Specific admission and annual form
Financial Liability Form	All	All	Financial acknowledgement form
Financial Responsibility Form	All	All	Financial information form
New VA-CCS	All	All	State Reporting
VA CCS service	All	All	State Reporting
VA-CCS Outcomes Data	All	All	State Reporting
VA-CCS Staff Classification	All	All	State Reporting
Adult VIDES	Developmental Services	Developmental Services	Nonwaiver needs assessment for adults
Child VIDES	Developmental Services	Developmental Services	Nonwaiver needs assessment for children
Crisis Risk Assessment Tool	Developmental Services	Developmental Services	risk assessment for ID/DD population w waiver
DS Initial Intake ISP	Developmental Services	Developmental Services	30-day ISP for DS intakes
DS Intake Residency Validation	Developmental Services	Developmental Services	ensure client is in correct catchment area of service provider
DS Priority Population	Developmental Services	Developmental Services	identifies priority populations within ID/DD
Fall Risk Assessment	Developmental Services	Developmental Services	Waiver Fall Risk tool
HCBS Rights & Responsibilities	Developmental Services	Developmental Services	Waiver client rights and responsibility for
On-Site Visit Tool	Developmental Services	Developmental Services	medical risk assessment
PART V - Update	Developmental Services	Developmental Services	Clones from original and defines treatment providers and their related treatment responsibilities for a client ISP
Part V Plan for Support	Developmental Services	Developmental Services	defines treatment providers and their related treatment responsibilities for a client ISP
Risk Awareness Tool	Developmental Services	Developmental Services	medical risk assessment
VA Informed Choice	Developmental Services	Developmental Services	form to advise client of their ability to select a provider for services
VA-WaMS Adult VIDES 1.1	Developmental Services	Developmental Services	waiver needs assessment for adults (state requirement)
VA-WaMS Child VIDES 1.1	Developmental Services	Developmental Services	waiver needs assessment for children (state requirement)
VA-WaMS Infant VIDES 1.1	Developmental Services	Developmental Services	waiver needs assessment for infants (state requirement)
VA-WaMS ISP 3.3	Developmental Services	Developmental Services	ISP/Treatment Plan for Waiver Clients (state requirement)
VA-WaMS PC Review	Developmental Services	Developmental Services	Quarterly review that clones for the WaMS ISP
DS Non-Waiver ISP	Developmental Services	Developmental Services	ISP/Treatment Plan for nonwaiver Clients
DS Service Authorization	Developmental Services	Developmental Services	guardian authorization of DS services
DS SRS ISP	Developmental Services	Developmental Services	supportive residential ISP
DS SRS ISP - UPDATE	Developmental Services	Developmental Services	supportive residential ISP - clones from original for updates
DS Waiver Recipient Choice - Institute/Community	Developmental Services	Developmental Services	form that details types of waivers for a person
Family as CD/Sponsored Provider Approval	Developmental Services	Developmental Services	required waiver form
Non Waiver Risk Assessment	Developmental Services	Developmental Services	risk assessment for ID/DD population w/o waiver
Full IFSP	Developmental Services	Developmental Services	Developmental Services
Part C Conf of IFSP Sched	Developmental Services	Developmental Services	Program required form for compliance
Part C Declining EI	Developmental Services	Developmental Services	Program required form for compliance
Part C EI SC Plan	Developmental Services	Developmental Services	Program required form for compliance
Part C Eligibility Determination	Developmental Services	Developmental Services	Program required form for compliance
PART C Family Cost Share Agreement	Developmental Services	Developmental Services	Program required form for compliance
Part C ICDF	Developmental Services	Developmental Services	Program required form for compliance
Part C Intake	Developmental Services	Developmental Services	Program required form for compliance
Part C Notice Eligibility Consent	Developmental Services	Developmental Services	Program required form for compliance
PART C Notice of Action V2	Developmental Services	Developmental Services	Program required form for compliance
Part C Parental Prior Notice	Developmental Services	Developmental Services	Program required form for compliance
Part C Phys Cert w/HIQ	Developmental Services	Developmental Services	Program required form for compliance
Part C Phys Cert w/o HIQ	Developmental Services	Developmental Services	Program required form for compliance
PART C Physician Referral and Input	Developmental Services	Developmental Services	Program required form for compliance
Part C Temp FCS	Developmental Services	Developmental Services	Program required form for compliance
PART_C_ASP_CONSENT 7.14	Developmental Services	Developmental Services	Program required form for compliance
Audit	Mental Health	Rapid Access	Standardized assessment tool for intake
DAST-10	Mental Health	Rapid Access	Standardized assessment tool for intake
ACE	Mental Health	Rapid Access	Standardized assessment tool for intake
Pediatric Symptom Questionnaire	Mental Health	Rapid Access	Standardized assessment tool for intake
FAPT Referral	Mental Health	C&F	referral form
Psychological Evaluation	Mental Health	Psychological Services	Psychological evaluation
CEPP	Mental Health		state mandated form in the crisis platform/ fillable word used for discharge planning
Safety Plan	Mental Health		state mandated form in the crisis platform/ fillable word used for safety planning
Admission Guidelines / orientation	Developmental Services	REACH	Paper versions of the same forms above
DS Non-Waiver ISP	Developmental Services	REACH	Paper versions of the same forms above
PART V - Update	Developmental Services	REACH	Paper versions of the same forms above
Part V Plan for Supp	Developmental Services	REACH	Paper versions of the same forms above
30 Day ISP	Developmental Services	REACH	Paper versions of the same forms above
APA Assessment	Developmental Services	REACH	Paper versions of the same forms above
Inventory List	Developmental Services	REACH	APA discharge form for REACH
Billing Change Form-DS	Developmental Services	REACH and ID (Adult and Child)	Client inventory form to document belongings at admission
			Financial form for DS

Billing Change Form-Part C	Developmental Services	Part C	Financial form for PARTC
DS Case Transfer Fact Sheet	Developmental Services	DD and ID (Adult and Child)	details basic client information for transfer to another service provider
Developmental Profiler 4	Developmental Services	DD and ID (Child)	functional assessment used in the Children's unit for children aged 3-5
ID Documentation request letter	Developmental Services	DD and ID (Adult and Child)	request for provided to other providers for documentation
IEP/School Record Request Letter	Developmental Services	DD and ID (Child)	request for provided to schools for documentation
Closing letter	Developmental Services	DD and ID (Adult and Child)	standardized letter sent to clients/collaterals regarding closure
Short Version Form	Developmental Services	OBRA	sent to DBHDS to request funding for services for nursing home patients receiving DS CM
Petition for Involuntary Admission for Treatment	Emergency Services	Crisis	required form for involuntary treatment
ECO/TDO Cover Sheet	Emergency Services	Crisis	description of ECoTDO
Notice of Alternative Facility of Temporary Detention	Emergency Services	Crisis	required form for Crisis treatment
Order Changing Transportation Provider for Temporary Detention	Emergency Services	Crisis	required form for Crisis treatment
Order			
Order for Transportation to Alternative Facility of Temporary Detention	Emergency Services	Crisis	required form for Crisis treatment
Adult Bed Search List	Emergency Services	Crisis	document used to track bed searches for clients
Children's Bed Search List	Emergency Services	Crisis	document used to track bed searches for clients
Geriatric Bed Search List	Emergency Services	Crisis	document used to track bed searches for clients
Contract for Safety	Emergency Services	Crisis	client agreement to safety plan
Crisis Contact Log	Emergency Services	Crisis	Operational logs for ES
Region IV ES Activity Log	Emergency Services	Crisis	Operational logs for ES
Monthly Report for Supervisors	Emergency Services	Crisis	Operational logs for ES
TDO Exception Report for	Emergency Services	Crisis	Operational logs for ES
OTP Fee Collection Policy	Substance Use		Client acknowledges understanding of fee collection policy for methadone
OTP Grievance Procedure	Substance Use		Client acknowledges the Recovery Plus grievance procedure
OTP Rules	Substance Use		Client acknowledges understanding of OTP rules
OTP Treatment Attendance Policy	Substance Use		Client acknowledges state and federal guidelines for OTP treatment attendance
Recovery Plus ADA	Substance Use		Client acknowledges understanding of the Americans with Disabilities Act
Recovery Plus take-home medication-clt agreement	Substance Use		Client signs prior to receiving take-home medications
Take-home medication-clt request	Substance Use		Client uses when they would like to request take-home in medications or a change in take-home medication
DEA- Dual Enrollment Consent	Substance Use		Used to ensure client is not receiving services from other OTP's or OBATs
Diversion Prevention Form-Methadone	Substance Use		Used by nursing staff to demonstrate a methadone count of medication located in client's lock box for during random checks
Diversion Prevention Form- Controlled Substances	Substance Use		Used by nursing staff to demonstrate a count of medications not prescribed by the OTP during random checks
Electrocardiogram Consent	Substance Use		Client signs to show informed consent for EKG
Notice Of Deemed Consent to Blood Testing	Substance Use		Client signs to demonstrate informed consent for blood testing
Opioid Pharmacotherapy-Informed Consent	Substance Use		Client signs to demonstrate informed consent of OTP medication treatment
Pregnancy Informed Consent	Substance Use		For clients who are or who could potentially become pregnant re: effects of methadone on client and child
Prescription Monitoring Program Informed Consent	Substance Use		Client signs giving approval to run PMP report at intake, annually, and when medical staff deem appropriate
TB, HIV, Hep C. Acknowledgement	Substance Use		Client signs to acknowledge they have received information about these medical conditions
Recovery Plus Orientation Packet	Substance Use		Given to client at orientation to describe services, informed consent, other programs, etc.
Comprehensive Needs Assessment			
ACE			
Advance Medical Directive			
ASAM			
Disclosure Log			
Healthy Families Ages & Stages			
Healthy Families Child Home Inventory Summary			
Healthy Families Edinburgh Depression Scale			
Healthy Families Immunization Record			
PCIT Release of Information			
Safety Plan			
VIDES Adult			
VIDES Child			

REQUEST FOR PROPOSAL
ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM
RFP#: 2023EHR
Attachment I

DPCS BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and among Danville-Pittsylvania Community Services (herein referred to as “Covered Entity”) and _____, (hereinafter individually and collectively referred to as “Business Associate”). Covered Entity and Business Associate shall be collectively referred to herein as the “Parties.”

WHEREAS, Covered Entity is entering into a business relationship with Business Associate that is memorialized in that certain Danville-Pittsylvania Community Services operations, dated as of _____, as may be amended from time to time (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively “HIPAA Law”);

WHEREAS, the nature of the prospective contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA Law; and

For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this agreement for the purpose of ensuring compliance with the requirements of the HIPAA Law and relevant state law.

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

DEFINITIONS. Terms not defined below shall have the meaning set forth in the HIPAA Law.

Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR §164.402.

Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.

Electronic Protected Health Information, EPHI or Electronic PHI. “Electronic Protected Health Information”, “EPHI” or “Electronic PHI” shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Encrypted or Encryption. Any encryption requirements set forth in this Agreement must meet the U.S. Department of Health and Human Services Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of HITECH Act.

Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.

Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. As used in this Agreement, Protected Health Information shall also include Electronic PHI.

Required by Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR §164.103.

Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.

Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.

Security Rule. The “Security Rule” shall mean the regulations found at 45 CFR Part 160 and Part 164, Subparts A and C, as amended by the HITECH Act and as may otherwise be amended from time to time.

State Privacy and Security Laws. “State Privacy and Security Laws” shall mean all applicable state laws relating to privacy, security, data breach and confidentiality of the information provided to Business Associate under this Agreement.

Subcontractor. “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 CFR § 160.103.

Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall have the same meaning as the term “unsecured protected health information” in 45 CFR §164.402.

APPLICABILITY

This Agreement applies to all agreements and relationships between Covered Entity and Business Associate, whether written or verbal, pursuant to which Covered Entity provides or will provide any Protected Health Information to Business Associate in any form whatsoever (the “Underlying Agreement”). As of the Effective Date, this Agreement shall automatically amend and be incorporated as part of the Underlying Agreement, whether or not specifically referenced therein. Should there be any conflict between the language of this Agreement and the Underlying Agreement (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule, if done by Covered Entity.

Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry its legal responsibilities. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e).

Business Associate shall use reasonable efforts to limit uses, disclosures, and requests for PHI to the minimum necessary to accomplish the intended purposes of such use, disclosure or request, in accordance with the minimum necessary standards at 45 CFR § 164.502(b) and in any guidance issued by the Secretary.

DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as Covered Entity.

Business Associate shall comply with the applicable provisions of the Security Rule directing the implementation of Administrative, Physical and Technical Safeguards for Electronic Protected Health Information and the development and enforcement of related policies, procedures, and documentation standards (including but not limited to designation of a security official), and shall enter into written agreements with any Subcontractors that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of Business Associate pursuant to which the Subcontractors shall agree to comply with the applicable requirements of the Security Rule. Business Associate shall implement safeguards and policies, procedures, and documentation consistent with the requirements of 45 C.F.R. §§ 164.306, 164.308, 164.310, 164.312, 164.314 and 164.316. Any hard drives on any computers or laptops that are used to access, receive, send, or maintain Covered Entities' Electronic Protected Health Information must be Encrypted and all communications must be Encrypted if sending Electronic Protected Health Information over an open network. Mobile devices or external or removable media, including, without limitation backup tapes, used for sending, receiving, or storing Electronic Protected Health Information must be Encrypted and password protected.

In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

Business Associate agrees to enter into a written agreement with any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate, which complies with the requirements of 45 C.F.R. § 164.504(e)(2) through (e)(4), and pursuant to which the Subcontractor agrees to the same restrictions and conditions that apply to Business Associate with respect to such PHI.

To the extent applicable, Business Associate shall provide access to Protected Health Information in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual (or Individual's designee) in order to meet the requirements under 45 CFR §164.524. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access by an Individual. Covered Entity shall determine whether to grant or deny any access requested by the Individual. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the Individual has agreed in advance to accept the information in summary form. If the Individual requests an electronic copy of his or her PHI maintained in a Designated Record Set electronically, Business Associate shall provide the Individual (or Individual's designee) with access to the information in the electronic form and format requested by the Individual, if it is readily producible in such form or format, or, if not, in a machine readable electronic form and format agreed to by the Individual. No fee for copying or providing access to the PHI may be charged.

If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall amend the PHI maintained by Business Associate as directed by Covered

Entity within five (5) days of such request. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for amendment by an Individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the Individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity. No fee for copying or amending the PHI may be charged.

Business Associate shall, upon request with reasonable notice and at no charge, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's premises, systems, policies and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's: (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement.

Business Associate agrees to document and make available such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 and Section 13405(c) of the HITECH Act, and any implementing regulations. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request. No fee for providing the accounting of disclosures of PHI may be charged. This Section shall survive termination of the Agreement.

If an Individual requests Business Associate to restrict the use or disclosure of PHI, Business Associate will forward the request to Covered Entity within five (5) days of Business Associate's receipt of the request. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for restrictions, and Business Associate will make no such determinations. Business Associate will restrict the use or disclosure of PHI consistent with Covered Entity's instructions, and shall further comply with any Individual's request for restrictions on PHI disclosures that Covered Entity or Business Associate is required by law to honor, including without limitation, requested restrictions on payment or health care operations-related disclosures to health plans when the Individual (or other person on behalf of the Individual) has paid the Individual's health care provider in full, unless otherwise required by law. No fee for providing the restriction of PHI may be charged.

Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply

and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Section. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all government authorities served upon Business Associate relating to this Section or Protected Health Information.

Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).

Business Associate may not de-identify any Protected Health Information without the express prior written consent of the Covered Entity, and if such consent is given, Business Associate must comply with the requirements set forth at 45 C.F.R. § 164.514 for de-identifying PHI. Business Associate shall not sell any Protected Health Information without the express prior written consent of Covered Entity. Business Associate shall not transmit, to any Individual for whom Business Associate has Protected Health Information, any communication about a product or service that encourages the recipient of the communication to purchase or use that product or service in violation of any of the marketing prohibitions set forth in the HIPAA Law. Business Associate shall not use or disclose Protected Health Information for fundraising purposes as prohibited under the HIPAA Law.

N. Covered Entity shall have the right, at its expense, during Business Associate's normal business hours, to evaluate, test, and review Business Associate's HIPAA-HITECH policies and procedures, facilities, books, records and systems which contain Covered Entity's PHI and EPHI in order to ensure compliance with the terms and conditions of this Agreement and the HIPAA Law. Covered Entity shall have the right to conduct such audit by use of its own employees or by use of outside consultants and auditors. Business Associate agrees to cooperate with Covered Entity, and to otherwise provide any reasonable assistance to Covered Entity necessary for Covered Entity to carry out any audit as permitted herein, at no additional cost to Covered Entity. Upon Covered Entities' written request, Business Associate agrees to provide an annual written attestation of its compliance to the HIPAA Law in the form and format requested by Covered Entity in order to obtain satisfactory assurances in accordance with the HIPAA Law that Business Associate will appropriately safeguard the information with which it is entrusted. Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity or its agents have access during the course of such audit. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Notwithstanding the foregoing,

Covered Entity assumes no obligation to perform any inspection or audit of Business Associate's practices or policies, and assumes no liability for any violation or breach caused by Business Associate, whether an audit is performed or not.

O. To the extent Business Associate is to carry out any covered entity obligation of Covered Entity under the Privacy Rule, Business Associate shall agree to comply with the same Privacy Rule requirements that apply to Covered Entity in the performance of such obligation.

REPORTING

Privacy Breach. Business Associate will report to Covered Entity any use or disclosure of Covered Entity's PHI that is not permitted by this Agreement or the Underlying Agreement within two (2) business days of discovery of the unauthorized use or disclosure. In addition, Business Associate will report to Covered Entity following discovery and without unreasonable delay, but in no event later than two (2) days following discovery of any suspected or actual Breach of Unsecured Protected Health Information or any actual or suspected disclosure or inappropriate access of Covered Entity's information which is subject to State Privacy and Security Laws. Business Associate shall cooperate with Covered Entity in investigating the potential or actual breach, disclosure or inappropriate access and in meeting Covered Entity's obligations under the HITECH Act and any other state or federal privacy or security breach notification laws, including, without limitation, assisting the Covered Entity with performing a risk assessment as set forth in 45 C.F.R. §164.402(2) and providing any information and documentation related to such risk assessment to the Covered Entity promptly upon request. Any such report shall contain at a minimum the information set forth on Exhibit A attached hereto and incorporated by reference. Since time is of the essence under the HITECH Act and State Privacy and Security Laws, in addition to providing the report in accordance with the notice provisions contained in Section X.B below, a copy of the report shall be faxed to the Privacy Officer at (615) 695-8426 or to such other person as Covered Entity shall request in writing of Business Associate. To the extent any Breach of Unsecured Protected Health Information or unauthorized acquisition or access to information subject to State Privacy and Security Laws is attributable to either: (i) a breach of the obligations under this Agreement by Business Associate or (ii) a violation of the HIPAA Law or State Privacy and Security Laws by Business Associate, Business Associate shall bear (a) the costs incurred by Covered Entity in complying with its legal obligations relating to such breach or violation, and (b) in addition to other damages for which Business Associate may be liable for under this Agreement, the following expenses incurred by Covered Entity in responding to such breach: (1) the cost of preparing and distributing notifications to affected Individuals, (2) the cost of providing notice to government agencies, credit bureaus, and/or other required entities, (3) the cost of providing affected Individuals with credit monitoring services for a specific period not to exceed twenty-four (24) months, or longer if required by law, to the extent the incident could lead to a compromise of the data subject's credit or credit standing, (4) call center support for such affected Individuals for a specific period not to exceed thirty (30) days from the date the breach notification is sent to such affected Individuals and (5) the cost of any other measures required under applicable law.

Security Incident. Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic Protected Health Information of Covered Entity within two (2) business days of becoming aware of the Security Incident. Business Associate shall mitigate, to the extent practicable, any harmful effect known to Business Associate of a Security Incident.

TERM AND TERMINATION.

Term. The Term of this Agreement shall be effective as of the date the Underlying Agreement is effective (the "Effective Date"), and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section VI. Notwithstanding anything to the contrary contained in this Agreement, Business Associate shall not destroy any Protected Health Information without the prior written consent of Covered Entity.

Termination for Cause. Upon Covered Entity's knowledge of a breach by Business Associate, Business Associate's violation of the HIPAA Laws or a Breach of Unsecured Protected Health Information by Business Associate or any Subcontractor of Business Associate, Covered Entity shall, within its sole discretion, either:

Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or

Immediately terminate this Agreement.

Effect of Termination.

Except as provided in paragraph C(2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy (at Covered Entity's sole discretion) all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity within five (5) days of the effective date of the termination. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information. Business Associate will be responsible for recovering any PHI from such agents or subcontractors at no cost to Covered Entity. Any information that is in electronic format shall be provided to Covered Entity at no additional charge. The format to be provided should be one that is commonly used for export (i.e. comma delimited, text file, Word, Excel or Access database) that is agreeable to Covered Entity.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. If such written notification that return or destruction of Protected Health Information is infeasible and agreed to

by Covered Entity, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Should Business Associate make a disclosure of PHI in violation of this Agreement, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

REMEDIES IN EVENT OF BREACH, DISCLAIMER AND INDEMNIFICATION.

Business Associate hereby recognizes that irreparable harm may result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections III, IV or V above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections III, IV or V.

PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. As between Covered Entity and Business Associate, any PHI disclosed, delivered or provided to Business Associate in connection with the Agreement, shall be deemed to be the exclusive property of Covered Entity. In no event shall Business Associate or its subcontractors claim any rights with respect to such PHI. Without prior written consent from an authorized officer of Covered Entity, neither Business Associate nor its agents or subcontractors shall transfer or export any PHI provided by Covered Entity outside the United States or store any PHI provided by Covered Entity in a hosted/cloud computing environment. Additionally, Business Associate shall not use, authorize to use or disclose the PHI for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of Business Associate or for any commercial exploitation.

Business Associate will indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, affiliates, successors and assigns harmless, from and against any and all losses, liabilities, damages, costs, penalties, fines and expenses (including reasonable attorneys' fees and costs) arising out of or related to either: (i) the Business Associate's breach of its obligations under this Agreement and/or (ii) any third-party claim based upon any breach of this Agreement, violation of HIPAA Laws or State Privacy and Security Laws by Business Associate or by its employees, agents or subcontractors ("Claim"). If Business Associate assumes the defense of a Claim, Covered Entity shall have the right, at its expense, to participate in the defense of such Claim, and Business Associate shall not take any final action with respect to such Claim without the prior written consent of Covered Entity. This Section shall survive termination of this Agreement and any Claim is without regard to any limitation or exclusion of damages or liability provisions otherwise set forth in the Agreement or the Underlying Agreement.

MODIFICATION. This Agreement may only be modified through a writing signed by the Parties. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Law.

INTERPRETATION OF THIS CONTRACT IN RELATION TO OTHER CONTRACTS BETWEEN THE PARTIES. Should there be any conflict between the language of this contract and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

COMPLIANCE WITH STATE LAW. Business Associate shall comply with State Privacy and Security Laws. If the HIPAA Law and the law of the State in which Covered Entity is located conflict regarding the degree of protection provided for Protected Health Information, Business Associate shall comply with the more restrictive protection requirement.

MISCELLANEOUS.

Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Law.

Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Address: ***Danville-Pittsylvania Community Services***
 245 Hairston Street, Danville, VA 24540

 Attention: James F. Bebeau, LPC, Executive Director

Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address:

Attention:

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

Danville-Pittsylvania Community Services

By: _____

By: _____

Name: James F. Bebeau, LPC

Name: _ _____

Title: Executive Director

Title: _ _____

Date: _ _____

Date: _ _____

EXHIBIT A

FORM OF NOTIFICATION TO COVERED ENTITY OF

BREACH OF UNSECURED PHI AND STATE LAW

Date completed: _____

This notification is made pursuant to the Business Associate Agreement between _____
_____ (Covered Entity), and _____ (Business Associate).

Business Associate hereby notifies Covered Entity that there has been an actual or potential breach of unsecured (unencrypted) protected health information (PHI) or information subject to State Privacy and Security Laws that Business Associate (or its agents or subcontractors) has used or has had access to under the terms of the Business Associate Agreement.

I. Characteristics of the Breach

Date of the breach: _____ Date the breach was discovered: _____

Description of the breach: _____

How was the breach discovered? _____

Number of individuals affected by the breach: _____

Are over 500 individuals affected by the breach?

Yes No

Have you been able to identify all individuals affected by the breach?

Yes No

If yes, for how many of the affected individuals do you have current addresses? _____

Does the information disclosed in the breach identify, or can reasonably be used to identify, specific patients?

Yes No

If no, please explain why the information does not identify, or cannot reasonably be used to identify, specific patients: _____

Does the information disclosed in the breach contain any sensitive information or other information that can be used in a manner that would be adverse or cause financial or reputational harm to the individual?

Yes No

If no, explain why the information cannot be used in an adverse or harmful manner to the individual: _____

Was all of the patient(s') information compromised or only portions?

Yes No

If only portions of the information, explain which portions of the information were compromised: _____

Indicate type of breach:

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> Theft | <input type="checkbox"/> Unauthorized Access | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> Loss | <input type="checkbox"/> Hacking/IT Incident | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Improper Disposal | <input type="checkbox"/> Phishing | _____ |
| | | _____ |

Location of breached information:

- | | | |
|---|--|---------------------------------------|
| <input type="checkbox"/> Laptop | <input type="checkbox"/> Portable Media/Device | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Desktop Computer | <input type="checkbox"/> EMR | _____ |

Email

Paper

Description of types of unsecured PHI or other data involved in the breach:

Demographic (full or partial name)

Account number

ICD-9-CM or CPT-codes

Social security number

Disability Code

Driver's license, insurance card, or other form of identification

Date of birth

Financial (billing info, credit card # or check/bank account number)

Other: _____

Home address

Clinical (any mention of diagnosis, procedure, or treatment provided)

Are the patient(s) or the patient(s)' family members aware of the incident?

Yes No

If yes, describe: _____

II. Description of Safeguards

Safeguards that were in place prior to the breach:

- | | | |
|--|---|--|
| <input type="checkbox"/> Firewalls | <input type="checkbox"/> Encrypted wireless | <input type="checkbox"/> Secure browser |
| <input type="checkbox"/> Packet Filtering | <input type="checkbox"/> Logic access control | <input type="checkbox"/> Biometrics |
| <input type="checkbox"/> Intrusion detection | <input type="checkbox"/> Anti-virus software (list product name): _____ | <input type="checkbox"/> Strong authentication |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Physical security: _____ | |
| _____ | _____ | |
| _____ | _____ | |

Was the data encrypted in compliance with the encryption standards set forth in the U.S. Department of Health and Human Services Guidance Specifying the Technologies and Methodologies that Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of HITECH Act?

Yes No

If yes, please identify the method of encryption: _____

If no, please identify any other methods of securing the information (for example, password protected file): _____

III. The Recipient

Can you determine whether the PHI was actually acquired or viewed by the unintended recipient?

Yes No

If yes, please explain how and provide any information regarding the information viewed, length of time viewed, whether it was e-mailed or saved to another device and who viewed the information: _____

Did the breach involve a good faith, unintentional acquisition, access or use of PHI by the entity's employee/workforce member? (For example, a billing employee receives and opens an e-mail containing PHI about a patient which a nurse mistakenly sent to the billing employee. The billing employee notices that he is not the intended recipient, alerts the nurse of the misdirected e-mail, and then deletes it.)

Yes No

If yes, please explain: _____

Did the breach involve an inadvertent disclosure to another authorized person within the entity or Organized Health Care Arrangement in which the entity participates? (For example – A physician who has authority to use or disclose PHI at a hospital by virtue of participating in an organized health care arrangement with the hospital is similarly situated to a nurse or billing employee at the hospital.)

Yes No

If yes, please explain: _____

Did the breach involve a recipient who could not reasonably have retained or remembered the data? (For example – A covered entity, due to a lack of reasonable safeguards, sends a number of explanations of benefits (EOBs) to the wrong individuals. A few of the EOBs are returned by the post office, unopened, as undeliverable.)

Yes No

If yes, please explain: _____

Was the unauthorized person who received the PHI or to whom the disclosure was made covered by HIPAA and/or a licensed healthcare provider?

Yes No

If yes, please identify the licensed healthcare provider, the type of license and any state confidentiality regulations which require the licensed provider to maintain the confidentiality of the information: _____

Can any of the information be used by an unauthorized recipient to further the recipient's own interests?

Yes No

If no, explain why none of the information cannot be used by an unauthorized recipient to further the recipient's own interests? _____

IV. Addressing the Breach

Description of what Business Associate is doing to investigate the breach: _____

Has law enforcement been notified?:

Yes No

If so, describe _____

Did law enforcement ask for patient notification delay (based on hindering an investigation or causing harm to national security)

Yes No

If yes, please provide documentation of the police request and deadline for notifications: _____

Was satisfactory assurance obtained from the recipient of PHI indicating that PHI will not be further used or disclosed?

Yes No

If yes, please attach and explain: _____

Has the information been returned or properly destroyed? (If destroyed – need to obtain satisfactory assurance that the information was destroyed.)

Yes No

If yes, please attach the assurances and explain the circumstances: _____

Description of what Business Associate is doing to mitigate harm to the individual(s): _____

Description of what Business Associate is doing to protect against any further breaches: _____

Contact information to ask questions and obtain additional information:

Name:

Title:

Address:

Email Address:

Phone Number:

REQUEST FOR PROPOSAL
ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM
RFP#: 2023EHR
Attachment J

DANVILLE-PITTSYLVANIA COMMUNITY SERVICES
STANDARD FEES FOR SERVICES
EFFECTIVE July 1, 2023

BEHAVIORAL HEALTH SERVICES

CPT/HCPC Code	Service Item	Fee	Per Frequency
-	Intake	\$ 125.00	Event
90832	Individual Therapy - 30 mins	\$ 50.00	30mins
90834	Individual Therapy - 45 mins	\$ 100.00	45mins
90837	Individual Therapy - 60 mins	\$ 150.00	Hour
90853	Group Therapy	\$ 61.50	Event
90846	Family Therapy-w/o Individual Present	\$ 125.00	Hour
90847	Family Therapy	\$ 125.00	Hour
99211	Medication Management *(Tier 1)	\$ 24.00	Event
99212	Medication Management *(Tier 2)	\$ 48.00	Event
99213	Medication Management *(Tier 3)	\$ 80.00	Event
99214	Medication Management *(Tier 4)	\$ 119.00	Event
99215	Medication Management *(Tier 5)	\$ 160.00	Event
90792	Psychiatric Evaluation*	\$ 237.00	Event
96372	Injection	\$ 25.00	Event
-	Individual Counseling	\$ 67.00	Hour
-	Family Counseling - With or Without Consumer	\$ 84.00	Hour
-	Group Counseling	\$ 41.00	Event
H0023	Mental Health Case Management	\$ 367.31	Month
H0006	Substance Use Case Management	\$ 243.00	Month
G9012	MAT Substance Use Care Coordination	\$ 243.00	Month
H2017	Psychosocial Rehabilitation - \$25.00 (SelfPay)	\$ 27.26	1 unit = 2-3.99 hrs 2 units = 4-6.99 hrs 3 units = 7 or more
H0032 U6	Psychosocial Rehabilitation Assessment - (\$25.00)	\$ 27.26	1 unit
-	Court w/Consumer	\$ 100.00	Event
H0046	Mental Health Skill Building Services	\$ 93.38	1 unit = 1-2.99 hrs 2 units = 3-4.99 hrs
H0032 U8	Mental Health Skill Building Services Assessment	\$ 93.38	1 unit
H2011 32	MC Pre-Admission Screening - (1:1 Prescreener)	\$ 71.08	15 mins
H2011 HK	MC Pre-Admission Screening - (NonECO 1:1)	\$ 71.08	15 mins
H2011 HO	Mobile Crisis Intervention (1:1 Licensed)	\$ 71.08	15 mins
H2011 HT	Mobile Crisis Intervention (2:1 Licensed/QMHP)	\$ 131.93	15 mins
H2011 HT,HN	Mobile Crisis Intervention (2:1 QMHPs)	\$ 124.27	15 mins
H2011 HT,HO	Mobile Crisis Intervention (2:1 Licensed/Peer)	\$ 121.51	15 mins
H2011 HT,HM	Mobile Crisis Intervention (QMHP/Peer)	\$ 113.85	15 mins

S9482 HN	Community Stabilization (QMHP)	\$ 40.23	15 mins
S9482 HO	Community Stabilization (LMHP)	\$ 48.30	15 mins
S9482 HT, HM	Community Stabilization (2:1 LMHP/Peer)	\$ 74.86	15 mins
S9482 HT	Community Stabilization (2:1 LMHP/QMHP)	\$ 85.83	15 mins
S9485	23-Hour Crisis Stabilization	\$ 920.06	Day
H0040 U1	ACT - Base Medium Team	\$ 190.50	Day
-	SASSI**	\$ 82.00	Event
-	Oral Swab Drug Screen**	\$ 30.00	Event
80305	Urine Drug Screen	\$ 25.00	Event
82075	Alcohol Breathalyzer	\$ 10.00	Event
81025	Pregnancy Test	\$ 15.00	Event
-	Mentoring	\$ 35.00	Hour
-	Motivational Treatment	\$ 41.00	Event
90889 HK	IACCT Assessment	\$ 250.00	Event
90889 TS	IACCT Reassessment	\$ 120.00	Event
H0024	Individual Peer Support Service (MH)	\$ 13.00	15 mins
H0025	Group Peer Support Services (MH)	\$ 5.40	15 mins
T1012	Individual Peer Support Service (ARTS)	\$ 13.00	15 mins
S9445	Group Peer Support Services (ARTS)	\$ 5.40	15 mins

**Includes Telemedicine Services*

***minimum charge (ability-to-pay scale not applicable)*

BEHAVIORAL HEALTH SERVICES - Services Under the Comprehensive Services Act (CSA)

		\$	
-	Intensive Care Coordination	1,000.00	Month
-	Case Support - Community	\$ 400.00	Month
-	Case Support - Residential	\$ 600.00	Month
-	Family Support Services	\$ 25.00	Hour
-	Utilization Review	\$ 25.00	Hour

BEHAVIORAL HEALTH SERVICES - Services Under Other Contracts

-	Telemedicine Access Service	\$ 300.00	Month
-	Certificate of Needs Assessment	\$ 50.00	Assessment
-	Children's Services Assessment	\$ 252.00	Event
-	Observation/Evaluation Assessment / Follow-up	\$ 75.00	Hour

DEVELOPMENTAL SERVICES

CPT/HCPC Code	Service Item	Fee	Frequency
T1017	ID Case Management	\$ 367.31	Month
T2023	DD Case Management	\$ 382.68	Month
T2024	Screening for DD Waiver	\$ 300.00	Event
T2013	Community Coaching	\$ 40.06	Hour
T2021	Community Engagement (Tier 1)	\$ 22.28	Hour
T2021	Community Engagement (Tier 2)	\$ 24.94	Hour
T2021	Community Engagement (Tier 3)	\$ 28.48	Hour
T2021	Community Engagement (Tier 4)	\$ 35.01	Hour
-	Residential Services - Room, Board & General Supervision	\$ 90% of unearned entitlement income	
H2022 UA	Group Home Residential Support (4Beds) (Tier 1)	\$ 320.83	Day

H2022 UA	Group Home Residential Support (4Beds) (Tier 2)	\$ 383.14	Day
H2022 UA	Group Home Residential Support (4Beds) (Tier 3)	\$ 422.66	Day
H2022 UA	Group Home Residential Support (4Beds) (Tier 4)	\$ 505.92	Day
H2014 UA	In-Home Support Services (1)	\$ 38.38	Hour
H2014 U2	In-Home Support Services (2)	\$ 21.91	Hour
H2014 U3	In-Home Support Services (3)	\$ 16.37	Hour
97150	Group Day Support (Tier 1)	\$ 13.03	Hour
97150	Group Day Support (Tier 2)	\$ 16.93	Hour
97150	Group Day Support (Tier 3)	\$ 20.09	Hour
97150	Group Day Support (Tier 4)	\$ 25.94	Hour

Early Intervention Services:

T1023	IFSP Assessment/Development/Annual Review	\$ 27.50	Unit
T1023	IFSP Assessment/Development/Annual Review - RN	\$ 37.50	Unit
T1027 U1	Developmental Services	\$ 27.50	Unit
G0495 U1	Developmental Services - RN	\$ 37.50	Unit
T1024	IFSP Team Activities, Meetings, Assessments	\$ 27.50	Unit
T1024 U1	IFSP Team Activities, Meetings, Assessments - RN	\$ 37.50	Unit
T2022	EI Targeted Case Management/Service Coordination	\$ 148.50	Month

PREVENTION SERVICES

<u>CPT/HCPC Code</u>	<u>Service Item</u>	<u>Fee</u>	<u>Per Frequency</u>
H0023	Mental Health Case Management	\$ 367.31	Month
-	Initial Screening	\$ 100.00	Event
-	Group Session	\$ 60.00	Event
-	Life Coach	\$ 75.00	Event
-	Case Coordination	\$ 175.00	Month
-	Parenting Wisely Education	\$ 80.00	Per Person
-	Transportation - City	\$ 35.00	Event