



REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: SEPTEMBER 11, 2009

RFP No. 10035

TITLE: Electronic Medical Records System

COMMODITY CODE: 208-60

ISSUED BY:

City of Chesapeake
Purchasing Division
306 Cedar Road, 5th Floor
Chesapeake, Virginia 23322

USING DEPARTMENT:

City of Chesapeake
Chesapeake Community
Services Board
224 Great Bridge Blvd
Chesapeake, Virginia 23320

PERIOD OF CONTRACT: FIVE (5) YEARS FROM DATE OF AWARD

SEALED PROPOSALS WILL BE RECEIVED UNTIL **5:00 P.M. SEPTEMBER 22, 2009** For Furnishing The Services Described. **See Section VII for specific instructions for the completion of proposals.**

Inquiries For Information Should Be Directed To Robert Pettry, Procurement Specialist II, CPPB, **via e-mail only** at: rpettry@cityofchesapeake.net . All questions must be submitted via e-mail before 5:00 p.m., **SEPTEMBER 16, 2009**. If necessary, an addendum will be posted on the City website at: www.CityofChesapeake.net. It shall be the responsibility of the prospective offeror to monitor the City's website for published addenda and to have all addenda signed by an authorized representative of the company. All fully executed addenda must be returned to the City along with the signed proposal.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE PURCHASING DIVISION AT THE ADDRESS SHOWN ABOVE. IF HAND DELIVERED, DELIVER TO: City Hall, Purchasing Division, 306 Cedar Road, 5th Floor, Chesapeake, VA.

In Compliance With This Request for Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers, And Agrees To Furnish Services requested in the solicitation

THIS SECTION TO BE COMPLETED BY OFFEROR

NAME AND ADDRESS OF FIRM:

_____ Date: _____

_____ By: _____

(Signature In Ink)

_____ Name: _____

(Please Print)

_____ Zip Code: _____ Title: _____

FEI/FNT NO: _____ PHONE _____ FAX _____

EMAIL: _____ WEBSITE: _____

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SECTION I -- GENERAL INFORMATION

A. PURPOSE

The City of Chesapeake, Virginia (hereafter referred to as the City) desires to procure software and services necessary for the successful implementation of a new consolidated Electronic Healthcare Record, Billing and Integrated Consumer Information Management System for the Chesapeake Community Services Board (Chesapeake CSB).

The Chesapeake CSB provides and coordinates-community based mental health, mental retardation, substance abuse, and prevention services for the citizens of Chesapeake. The proposed system will replace the Chesapeake CSB's current Human Services Software billing and information system (hereafter referred to as HSS), and will incorporate the business requirements of the Chesapeake CSB. When reading the word "City" or "Chesapeake CSB" it is understood that it refers to the City of Chesapeake/Chesapeake CSB and all participants in this solicitation.

The City is soliciting proposals from qualified companies to provide a solution as described in the paragraph above. All qualified offerors are encouraged to submit a proposal.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which an offeror may be selected, and the contractual terms by which the Chesapeake CSB and the City intend to govern the relationship with the offeror.

All rights and ownership of the work completed during the performance of this contract shall become the sole property of the Chesapeake CSB without future restrictions of any kind.

B. ISSUING OFFICE

City of Chesapeake
Purchasing Division
306 Cedar Road – 5th Floor
Chesapeake, Virginia 23322

C. CONTACT INFORMATION

Robert Pettry, Procurement Specialist II
Purchasing Division
306 Cedar Road – 5th Floor
Chesapeake, Virginia 23322
Telephone (757) 382-6693
FAX (757) 382-6900
Email: rpettry@cityofchesapeake.net

Fax and E-mail are for communications only, not for submission of proposals.

D. QUESTIONS AND ADDENDA

Offerors should carefully examine this RFP and any addenda, and should seek clarification of any ambiguity, conflict, omission or other apparent error. Questions should be submitted, in writing, to the contact person named in Section C, above. If the answer materially affects the RFP, an

addendum shall be issued posted on the City website. Oral comments do not form a part of this RFP. Refer to page 1 of this solicitation for deadline for submitting questions.

Offerors are instructed to refrain from any discussions with any Chesapeake CSB or City employees or officials before a contract award is announced by the City, except the contact person named in Section C, above. Any such discussions shall render the offeror's proposal unacceptable.

E. CHANGES IN THE REQUEST FOR PROPOSALS

Changes made to this RFP will be made by addendum and shall be posted on the City's website: www.cityofchesapeake.net . Refer to solicitation cover page.

F. PROPOSAL PREPARATION GUIDANCE

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the capabilities of the offeror's offering.

G. SUBMISSION OF PROPOSALS

All proposals must be submitted and time-stamped by the deadline, 5:00 p.m. DST, September 22, 2009. Late submissions will not be accepted and will be returned unopened. Proposals must be submitted in a sealed envelope addressed to: Purchasing Division, 306 Cedar Road, Chesapeake, Virginia, 23322. The exterior of the envelope must be marked with the RFP number and offeror's firm name in accordance with page 1 of the solicitation and Appendix A, Section II, SPECIAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES, Item 8, IDENTIFICATION OF BID/PROPOASL ENVELOPE. Messages or documents in the form of telegrams, telephone calls, facsimiles, electronic documents, e-mail messages or telex shall not be accepted.

Proposals must be signed by an official authorized to bind the firm and shall contain a statement that the proposal is firm for 120 days after the date the sealed proposals are opened. A proposal may be withdrawn by the offeror at the end of the 120-day period, if the offeror submits a written request. All proposals that are not withdrawn shall remain in effect until an award is made or the solicitation is cancelled.

Offerors must submit one (1) original (specifically marked "Original"), and five (5) copies of their proposal. However, if exhibit(s) are submitted with the proposal, only a single copy of the exhibit(s) is required. Offerors must also provide two (2) copies of their proposal in electronic format. The current standard for the City is Microsoft Office 2003 using the following programs: Word, Excel, PowerPoint, Visio, Publisher, and Access. Proposals must not exceed 200 pages, printed or typewritten on white paper, with one-inch (1") margins. Font size should be 12 or larger.

Each proposal shall also provide the following information:

1. The name of all companies who will participate with the offeror on the project.
2. The name, title, address, and telephone number of individuals with authority to contractually bind the offeror.

3. A designated person(s) who can be contacted for information during the evaluation period and for prompt contract administration upon contract award. This information shall include the person's name, title, address, telephone number, fax number, and email address.
4. The signer of the proposal must declare that all persons, companies or parties interested in the contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that the offer is in all respects fair and in good faith without collusion or fraud; and that the individual who signs the proposal has authority to contractually bind the offeror.

The City reserves the exclusive right to reject any and all proposals, and this solicitation does not commit the City to purchase or contract for the articles or services described in it.

H. CONTRACT AWARD

The City intends to award a contract as soon as practicable after receipt of proposals. An award shall be at the discretion of the City. The award shall be made to the offeror whose proposal is determined to be most advantageous to the Chesapeake CSB and the City, based on the evaluation factors set forth in Section VIII, Proposal Evaluations Criteria.

ORAL PRESENTATIONS: The City shall select those offerors whose proposed services most closely meet the Chesapeake CSB and the City's needs, and will require those offerors to make Oral presentations. The presentations have been tentatively scheduled to be held between October 19, 2009 thru October 30, 2009. Prior to the Oral presentation, selected offerors shall be required to submit three (3) years of financial statements or audits.

The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The City further reserves the right to make a contract award without further discussion of the proposals submitted. Therefore, the proposal should be submitted initially on the most favorable terms the offeror can propose with respect to price and technical capability. The contents of the proposal of the selected offeror will become a contractual obligation when the award is made.

After procurement, depending on the type of solution proposed, the administration and maintenance of the application and end-user computers may or may not be the responsibility of the Chesapeake CSB.

I. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP shall become the property of the City. One (1) copy of each proposal shall be retained for official files and shall become a public record, open to public inspection, after the contract is awarded. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City of Chesapeake except as to the disclosure restrictions contained in Section I, L. Disclosure.

J. DISCLOSURE

In compliance with the Code of the City of Chesapeake, Virginia Section 54-75, Public Inspection of Records, trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other

materials, and must identify the specific area or scope of data or other materials to be protected, and must state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable and shall be disregarded. Also, a request to protect pricing information shall not be honored.

K. COST INCURRED IN RESPONDING

This solicitation does not commit the Chesapeake CSB or the City to pay any costs incurred in the preparation and submission of proposals; or in conducting any studies, creating any designs for the preparation thereof, nor to procure a contract for services.

L. PRIME CONTRACTOR RESPONSIBILITIES

Offerors may propose services to be provided by others, but any services proposed must meet all of the requirements of this RFP. If the offeror's proposal includes services provided by others, the offeror shall be required to act as the prime contractor for all such services, and shall assume full responsibility for the procurement, delivery and quality of such services. The contractor will be considered the sole point of contact with regard to all stipulations, including meeting all requirements of this RFP and payment of all charges.

M. LAWS AND REGULATIONS

All applicable Commonwealth of Virginia laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they shall be considered to be included in the contract the same as though written out in full. In the event of any conflict, the venue shall be the Circuit Court of Chesapeake, Virginia or the U.S. District Court, Eastern District of Virginia, Norfolk Division.

N. HIPAA BUSINESS ASSOCIATE AGREEMENT

All offerors must sign and submit the HIPAA Business Associate Agreement in Attachment III. This must be submitted with the written bid in a sealed envelope.

SECTION II -- CURRENT SYSTEM INFORMATION

A. OVERVIEW

The Chesapeake CSB's Board of Directors is composed of 12 members appointed by City Council. The Chesapeake CSB provides a variety of services, annually, to over 5,000 residents in Chesapeake. The City of Chesapeake serves a local population of 224,556. The budget for the fiscal year ending June 30, 2009 is \$18.6 million and includes 240 staff. Chesapeake CSB's service and demographic information is transmitted electronically to the Commonwealth of Virginia's Department of Mental Health, Mental Retardations, and Substance Abuse Services (VDMHMRSAS). The department was established to oversee the provision of mental health, mental retardation, and substance abuse public services treatment to the communities of the Commonwealth of Virginia.

B. EXISTING CONSUMER INFORMATION SYSTEM SPECIFICS

The current HSS (Human Services Software) information system was developed by Boston Technologies, Inc. and implemented by the Chesapeake CSB before 1995. HSS is a complex system which provides consumer service and account maintenance, consumer accounting (including accounts receivable and automated adjustment calculations), and other document processing features. It also provides extract files that are interfaced with several systems, both internal and external to the Chesapeake CSB.

Consumers presenting at the Chesapeake CSB undergo an assessment to determine their need and appropriateness for Chesapeake CSB services. At that time, demographic, biographic and clinical information is obtained. Clinical staff completes electronic Lotus Notes forms to report client demographics, diagnosis, program enrollment/referral, and admission/current/discharge data elements. Information from the Lotus Notes forms is uploaded to the HSS System. Clinical staff complete standardized treatment plans/progress notes and other clinical forms using Word templates created by CSB QA staff. These are printed and placed in the paper medical record. Psychiatrists dictate notes or use Dragon Medical Speak to produce printed notes for the paper record. Paper medical records are maintained by centralized medical records staff.

Consumers receive services at multiple locations. Direct care providers record the services on paper service logs or through the appointment scheduler module of the HSS using predetermined service codes. Currently, some clinicians do their own appointment scheduling and some do not. This practice will probably continue. Service logs are sent on a daily/weekly basis to the data entry staff that manually input the data daily into the HSS system. The service information is compiled monthly to produce billing, utilization and other management reports and is available for access by the direct care staff. The information from the HSS system is electronically processed to produce consumer and insurance billing and is also transferred electronically to VDMHMRSAS via Community Consumer Submission reporting (CCS). CCS transmission files are uploaded monthly via a secure VPN connection to the DMHMRSAS secure web site.

The Chesapeake CSB calculates treatment charges based on a fee schedule, ability to pay rules, and third party billing requirements; creates consolidated bills for each consumer and/or third-party payer for all consumers receiving billable services.

The Chesapeake CSB also manages care for intellectually disabled clients using a vocational service voucher system and for mentally ill clients using Discharge Assistance Plans (DAP) approved by the state where services are contracted from private providers

C. CURRENT SYSTEM INTERFACES

The current system provides extracts for interfaces with a variety of third party software programs. These programs include the Community Consumer Submission, Version 3, (CCS-3), an interface for reporting demographics and service activity to the VDMHMRSAS, PA-Link for medical bill transmission and RAOnline for determining eligibility for Medicaid/Medicare. The replacement system will be expected to interface seamlessly with these and additional software products as described in Section IV, Interface Requirements.

D. OTHER EXTERNAL DATABASES

Several external databases and related systems are available to the Chesapeake CSB through the relationship with the City of Chesapeake and other State and Federal agencies. City systems available to Chesapeake CSB include Peoplesoft financial information system, a Geographic Information System (ESRI compatible), and an extensive digital archiving system (Laserfiche). State systems include the Infant and Toddler Online Tracking System (ITOTS) Early Intervention System, a State-wide Prevention database Knowledgebase Information Technology (KIT), and a Juvenile Tracking System (JTS). Federal systems include a Homeless Management Information system administered by HUD and CareWare administered by Substance Abuse and Mental Health Services Administration (SAMHSA). While the state and federal systems do not currently require interfaces, a statement should be made as to how the system can provide future interfaces. Additionally, the system will be expected to generate reports of summary data to facilitate efficient and effective data entry into these external databases.

E. PROJECT GOALS AND OBJECTIVES

The Chesapeake CSB intends to take advantage of significant advancements in technology that have occurred since the implementation of the current system. To that end, the Chesapeake CSB expects:

1. To improve consumer service through the use of a system that possesses a graphical user interface, robust system navigation and inquiry capabilities, and flexibility for defining rate structures and billing methods. Another objective is to improve business processes through the use of a system that has electronic healthcare records capabilities, system flexibility for responding efficiently to policy changes and for potentially accommodating the billing of other Chesapeake CSB services, features for ad hoc reporting, and application-defined rules which assist in navigation.
2. To employ proven state of the art systems and practices available. Since HSS was implemented, technological advances have changed the way that many community agencies provide improved services to their consumers. The City is issuing this RFP to take advantage of the opportunity to obtain a system that utilizes current technology. The Chesapeake CSB expects efficiency and effectiveness improvements through reduced paper work by use of on-line forms, improved communications through use of an electronic healthcare record, and improved billing effectiveness through rule-based service plan administration. A preferred solution is one that has been used successfully in behavioral healthcare or human services organizations, with technology that meets the Certification Commission for Healthcare Information Technology standards. The solution must provide flexibility to allow for further advances in technology and for improving business practices.
3. To incorporate outcome measures to continuously improve the quality of services. The Chesapeake CSB endorses organizational-wide efforts to achieve high quality client care, optimal client care outcomes and processes, and efficient uses of resources while both improving compliance with applicable regulations and decreasing organizational risk. The selected contractor shall provide an overview of the key strategies and major system processes that the product provides to ensure consistent implementation throughout the entire organization. Additionally, the selected contractor must include a quality measurement process that is consistent with the implementation of CCS-3. The selected system must be not merely descriptive but organized around key goals that are designed to provide a measurable approach to achieving improved performance and to goal achievement. The system must promote ongoing evaluation for the important governance, management, clinical and support functions of the organization.

4. To assure efficient and effective internal controls and regulatory compliance. The selected contractor's plan shall include the development of internal organizational controls that promote adherence to Health Insurance Portability and Accountability Act (HIPAA) privacy and security regulations and Virginia Department of Medical Assistance Services billing regulations. The selected contractor's system must improve the organization's voluntary compliance with these regulations as well as serving to prevent fraud, abuse, and waste while simultaneously improving the quality of care to our consumers. The system shall be designed to promote a culture within the organization that fosters the prevention, detection, and resolution of any instances of misconduct with regards to federal and state laws and regulations; federal, state, and private payer behavioral healthcare program requirements; and the Chesapeake CSB's business and ethical policies.

F. MAIN OFFICE LOCATIONS

The Chesapeake CSB's main administrative office is located at 224 Great Bridge Blvd, Chesapeake, VA 23320. The Chesapeake CSB maintains additional program sites throughout the City of Chesapeake and various residential settings in Chesapeake. Services are also provided at other facilities not under the control of Chesapeake CSB including the Health Department, the Chesapeake City Jail, Probation and Parole, Human Services, and a variety of Chesapeake schools.

G. EXISTING ENTERPRISE SERVER ENVIRONMENT

HSS currently operates on the Chesapeake CSB's local server, an IBM AS/400 using OS v5r3. The current user interface is character/block mode.

H. EXISTING COMPUTER AND NETWORK ENVIRONMENT

The CSB operates on a network separate from the City of Chesapeake's; however, there is a T1 circuit connecting PeopleSoft, FleetWeb, and IBM mainframe application access.

CSB standard configurations as of the issue date of this RFP are listed below:

1. Network topology is 100/1000 MB Switched Ethernet running on CAT5E or CAT6 twisted pair copper cabling, and 62.5 um multimode or single mode fiber optic cabling. The network has a 10MB internet circuit, a T1 circuit to the City network, and a 1.5MB Transparent LAN circuit connecting 3 remote LANs to the main office.
2. Network protocol is TCP/IP.
3. Network operating system is Windows Server 2003 utilizing Active Directory in native mode. IBM AS/400 uses OS/400 version 5 release 3 and Lotus Domino 7.0.1.
4. Server hardware is the Dell Power Edge server family with the PE2900 being the latest two purchases. Our IBM AS/400 is model 9406-800. All servers reside in the CSB main office at 224 Great Bridge Blvd.
5. Server storage is local internal storage.
6. Database platform standard consists of either SQL Server 2000/2005, or DB2/400.

7. Desktop/laptop hardware and operating system software:
 - a) Dell Optiplex 755/small form factor, Intel Core 2 Duo 3 GHz integrated 10/100/1000 Intel Fast Ethernet network interface card, integrated sound card, 2 GB DDR2 RAM (1 DIMM), external speakers, 80 GB SATA HD, 24X CDRW/DVD. Used by all non-field, non-supervisory staff;
 - b) Latitude D630, Intel Core 2 Duo T8300, 2.4 GHz, 2 GB DDR2 SDRAM (1 DIMM), 80 GB HD (7200 RPM), 24X CDRW/DVD. Used by all field and supervisory staff. All laptops have pre-boot authentication, using Aladdin eTokens, and encrypted hard drives.
 - c) Windows XP Professional (Windows XP restricted user environment).
 - d) 17" Dell Flat Panel Monitors for desktop users and 21" Dell FP for supervisors.

8. Desktop/laptop application software:
 - a) Microsoft Office 2007 Professional (30 licenses)
 - b) Microsoft Office 2007 Standard (220 licenses)
 - c) IBM iSeries Access for Windows v 5.7/ IBM Host Access version 5.8
 - d) Internet Explorer 7.0 for Web-browser capabilities
 - e) McAfee Virus Scan 8.5i with anti-spyware
 - f) Lotus Notes 7.0.1
 - g) Laptops – Utimaco Safeguard Easy 4.5 encryption application
Aladdin eToken PKI client 4.5

9. Reporting applications: IBM Query/400 primary reporting application, Crystal Reports (limited use currently).

10. The standard for web-based application access is Microsoft IIS version 7.

The Contractor shall provide accurate requirements to the Chesapeake CSB to determine the type of server and additional equipment or services required. At the time of installation, the Contractor must conform to reasonable upgrades to the standards for network operating systems, databases; new desktop hardware and operating system software; and new desktop application software.

SECTION III -- SCOPE OF WORK

A. GENERAL WORK STATEMENT

The contractor shall provide and implement a new electronic healthcare record, reimbursement / billing and consumer information system to meet the functional requirements set forth in this document. The contractor shall work with Chesapeake CSB staff to perform the necessary business analysis of current Chesapeake CSB business practices to identify any changes in business practices that will be required as a result of implementing the proposed system. Such analysis shall include an organizational impact

analysis. The contractor shall provide the necessary staff to install, configure, test and implement the system, and to construct and implement the required interfaces and conversion programs. The contractor shall certify that the System is free of defects and is implemented completely as evidenced by a successful monthly billing/reimbursement cycle. Contactor shall provide the necessary training, documentation and continued support.

The System will replace the current Human Services Software System (HSS) used throughout the Chesapeake CSB. A goal of the project is to implement a new software package. To the degree feasible, the Chesapeake CSB's practices shall be converted to the practices of the System. The System shall be flexible enough to permit modifications and enhancements in response to future requirements. The contractor shall provide email alerts to Chesapeake CSB IT staff when software release, update, and correction procedures have been fully tested and are ready for customer use.

The Chesapeake CSB is aware that fulfillment of the requirements stated within this RFP may necessitate an upgrade and/or enhancement to the existing network computing environment. The contractor shall be responsible for specifying in their proposals any modifications; enhancements or upgrades required to existing servers; storage, network, communications, laptop, or desktop hardware required for System implementation. Additional equipment, upgrades or replacements to existing hardware or software shall be procured as part of this agreement, under existing City agreements for hardware/software with Dell and SHI, or as part of a separate procurement.

B. PRINCIPAL WORK TASKS

The contractor shall provide both the software and the related technical support services necessary for the full implementation of the System. These services shall include, but are not limited to, the following:

1. Project management and planning.
2. System design and configuration.
3. Develop equipment/infrastructure specifications (e.g. server, network connectivity, client, hardware, software).
4. Installation and configuration.
5. Program design, coding, and testing, including interfaces.
6. Providing functionality and interface requirements identified in Sections IV and V.
7. Providing expertise in both functional and technical areas.
8. Identifying and reporting necessary and/or beneficial policy and procedure changes.
9. Developing a conversion plan to migrate required and reportable data and selected clinical historical data from the existing HSS DB2- based system and standardized clinical forms that are Word 2003 "fill forms" to the proposed system for all current active clients.
10. Developing a conversion plan to migrate clinically necessary paper documents and Word standardized clinical forms (approximately 100) into an electronic format used by the system.

11. Developing software for current file conversion.
12. Performing current file conversion.
13. Developing a parallel testing plan.
14. Performing parallel testing.
15. Installation, integration, testing, and implementation of the new system.
16. Monitoring and fine-tuning the system after production implementation for a minimum of 60 days.
17. Training, as appropriate, for Chesapeake CSB's end-users and Chesapeake CSB System Support staff.
18. Developing and implementing required system modifications to the new system according to the work plan.
19. Providing support during initial periods of production.
20. Providing detailed user and technical documentation.

C. PROJECT MANAGEMENT AND PLANNING

The selected contractor shall provide the necessary expertise and manpower to oversee and perform the tasks involved to ensure the successful, timely, and within budget implementation of the electronic healthcare record, reimbursement / billing, and consumer information system.

The contractor shall:

1. Prepare and submit a written project work plan and schedule, monitor progress against the plan on a weekly scheduled basis, and correct progress as needed to stay within the planned schedule; maintain the work plan in an automated format, and produce Gantt charts or project status narratives as requested.
2. Communicate daily with the Chesapeake CSB Project Leader on progress against the plan.
3. Prepare and submit a written project status report to the Chesapeake CSB Project Leader on a weekly scheduled basis, and include progress against the plan.
4. Conduct periodic status meetings with Chesapeake CSB management and City IT liaison to keep them apprised of progress against the plan and to discuss any issues or concerns that might affect the work schedule or work product and participate in Status Meetings to be held a minimum of once a month. The contractor shall propose an alternative schedule if necessary. Updated copies of the plan shall be distributed for discussion at status meetings.
5. Produce project status reports that incorporate the minutes from the status meetings and include progress against the plan. Status reports shall be prepared and distributed within three (3) working days of the status meeting date.

D. WORK HOURS

The Chesapeake CSB's administrative office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Several programs operate evening counseling sessions, and some services are provided 24/7. For the purposes of this RFP, all required interaction with Chesapeake CSB personnel shall be performed during the administrative office hours shown above.

E. WORK SPACE, EQUIPMENT, AND SUPPLIES

Work space shall be provided by the Chesapeake CSB. The contractor shall specify work space and equipment needs.

F. ASSUMPTIONS/CONSTRAINTS

1. The System shall use open architecture standards in accordance with City standards to allow data extraction, interfaces or integration with other business application systems.
2. The System shall provide for data extraction used in ad hoc reporting.
3. The System shall provide for 100 percent data integrity (e.g., RAID Technology).
4. It is essential that a manual paper-based process be integrated within the system to assure continuity of services during an emergency. Such system shall be readily implemented and allow staff to perform all mission critical required recording, reporting, and collection functions during an emergency or system failure that prevents full use of the system's automated processes.
5. The CSB shall provide any necessary off-site redundant backup for the system.
6. Where possible, technically feasible, and cost-effective, the Chesapeake CSB prefers the proposed system to adhere to the information technology standards as described in SECTION II, H. Existing Computer and Network Environment. The contractor may propose solutions that do not conform to these standards, but shall fully explain the technical, functional or business reason for its proposal, and the advantages to the Chesapeake CSB to depart from these standards.
7. On-line update functions must result in real-time updates to the database except where specified as "batch" in Attachment II, Electronic Medical Record Functional Requirements.

G. TRAINING

The Contractor shall provide appropriate and necessary training and all training materials. The training shall include the following levels: technical support, system administrator, functional administrator, training coordinator, and end-user (with appropriate emphasis placed on the individual's functional business area). Prices for initial training shall be fixed. Class sizes and schedules must be approved by the Chesapeake CSB. Training shall be held at a Chesapeake CSB training facility designated by the Project Leader. At a minimum, the training shall consist of the following:

1. Training for at least four (4) technical support personnel shall be provided to ensure that the Chesapeake CSB is able to set up and maintain all software included within the System, and to properly operate system hardware. This includes, at a minimum, the use of system commands,

power up/down procedures, initial program loading procedures, recovery procedures, and operation and use of diagnostic tools to assist in the diagnosis of software problems.

2. Training for at least four (4) system administrator personnel shall be provided to ensure that the Chesapeake CSB is able to perform system administrator functions including, but not limited to user and security level administration.
3. Training for at least 12 functional administrator personnel shall be provided to ensure that the Chesapeake CSB is able to perform administrator functions including but not limited to table set-up, automatic task scheduling, automatic task monitoring, and automatic task problem trouble-shooting and resolution.
4. Training for at least 12 training coordinators shall be provided to ensure their complete understanding of the functional and operational use of the System software proposed. These individuals, at the completion of the training, shall be capable of establishing and administering a training program for clinical and administrative staff at a later date.
5. Training for at least 50 end-users shall be provided, with emphasis placed on the individual's functional business area. These individuals, at the completion of the training, shall be capable of performing their daily tasks using the System software.
6. The contractor shall describe the different types of training classes the contractor shall provide for the operation, administration, support and maintenance of the system. This shall include the designated audience, length of training, and recommended number of students in each class. Prior to system testing, the contractor must prepare and submit a training plan to the Chesapeake CSB's Project Leader for review and approval.

H. DOCUMENTATION

1. The Chesapeake CSB IT department requires the contractor to provide three (3) copies of all system, technical, and user documentation manuals available from the manufacturers of each of the system components and modules. These must be provided both initially and for all upgrades. All documents shall be made available in hard-copy and electronic version.
2. The Chesapeake CSB IT department requires at least five (5) additional complete sets of user manuals as part of system implementation, as well as an electronic version on CD, produced in a format such as Word 2003 or higher; this shall be suitable for posting to the network so as to be readily available to System users. Contractor shall include in the proposals the additional cost, if any, for additional copies of the manuals.
3. The Chesapeake CSB reserves the right to excerpt, summarize or otherwise reproduce the system, technical, and user manuals and other contractor-developed and supplied documentation for free distribution to its installation support personnel and to its user community.

I. MAINTENANCE AND SUPPORT

The contractor shall:

1. Provide full system support for all components and modules of the System during the warranty period. See SECTION VII, K. Contractor Support Services – Warranty.
2. Assist Chesapeake CSB to arrange for extended warranty and/or support periods, if the CSB chooses. See SECTION VII, L. Contractor Support Services – Post-Warranty.

SECTION IV -- INTERFACE REQUIREMENTS

The System shall interface with other applications, listed in A through E below which comprise all currently required interfaces. The Chesapeake CSB expects that interface capabilities shall provide, at a minimum, the same level of functionality as currently exists.

The System shall use open architecture standards to permit future interfaces or integration with other business application systems. The System shall be ODBC compliant and possess the ability to produce ODB, SQL, or other output file types.

The contractor shall coordinate all interfaces to Chesapeake CSB applications with the Chesapeake CSB and the City's Department of Information Technology. The CSB and the City reserve the right to specify and/or approve application interface specifications, protocols, etc.

After System Acceptance, if modifications to the interfaces are necessary in order to maintain the required functionality, and if these modifications are a result of modifications or upgrades to the systems listed below, the Chesapeake CSB expects that contractor support services shall be provided.

A. DMHMRSAS DATA FILE (INCLUDE IN BASE CONFIGURATION)

A mission critical requirement of the System is the creation of an output file acceptable by the State DMHMRSAS CCS-3 system. This system is used by the State of Virginia to collect all service and client demographics data from all Virginia Community Services Boards. Failure to prepare and submit a timely and compliant CCS-3 file to the state may interrupt funding to the Chesapeake CSB. The proposed software shall include, in its base configuration, an interface to the CCS-3 system using file parameters as defined by DMHMRSAS. Contractors are encouraged to obtain a copy of the CCS-3 file specifications at the following site: <http://www.dmhmrsas.virginia.gov> . The System shall not be certified as ready for use until CCS3 reporting is successful.

B. KePRO iEXCHANGE PRE-AUTHORIZATION SYSTEM

The Department of Medical Assistance Services shall require Medicaid recipients to be pre-authorized semi-annually for Mental Health services. This pre-authorization process involves entering client clinical data in a web-based application, KePRO iExchange. Once the data is reviewed, an authorization number will be issued with an approved service allotment. Chesapeake CSB will need to be able to interface with this system for the exchange of information in order to bill Medicaid clients.

C. THIRD PARTY BILL GENERATION/ELIGIBILITY SYSTEMS

PA-Link is a web-based application used in the submission of Medicaid and other third party payer transactions for billing purposes. Files are imported from the HSS application, formatted, and transmitted

via the Internet. The new System shall either automatically generate the medical billing data in the approved industry format for submission directly to third party payers such as Medicaid or create a file acceptable to PA-Link as currently created by the existing HSS system. Further, the Chesapeake CSB anticipates additional services would be offered by the System to include HIPAA compliant, automatic analysis and posting of digital remittance files supporting and corresponding to payments as received.

RAOnline is currently used to submit batches of newly admitted/self pay clients to determine if they have become eligible for Medicaid/Medicare coverage. A comma-delimited text file is extracted from the current HSS and exported to RAOnline's secure server for processing. The new System shall include the same functionality.

The Chesapeake CSB also currently uses an outside vendor for printing and mailing self-pay statements. A formatted-to-specifications text file is generated by the existing HSS system, encrypted and sent to the vendor.

D. CONTRACTOR FURNISHED SERVICE DATA PORTAL

The Chesapeake CSB coordinates and funds, in part, the provision of certain services by outside agencies and non-profit organizations. The service activity provided by these outside agencies shall be in support of Chesapeake CSB clients. The proposed System shall include a standardized import system or template to easily and effectively capture relevant data elements once collected in the standardized format. This information shall be used to support performance measures and total cost accounting requirements.

E. CONTRACT LABORATORY SERVICES

The Chesapeake CSB currently contracts with LabCorp Laboratories for all medical diagnostic and drug screen testing. The contractor offers secure web-based access to all pertinent client data and results. The proposed System shall provide an interface process whereby any and all lab results can be automatically and efficiently uploaded to the client's electronic medical record as required.

SECTION V -- SYSTEM REQUIREMENTS

A. FUNCTIONAL SYSTEM REQUIREMENTS

See Attachment II entitled Electronic Medical Record Functional Requirements for the proposed system. These requirements shall be viewed as a guideline describing the minimal features that would be expected from a new System based on existing processes. The processes are defined based on the current system's functions and our work flow. The Chesapeake CSB plans to use the proposed System processes to perform the same functions and is willing to modify workflow if necessary. Contractors shall provide itemized responses to each of the Functional System requirements in Attachment II as follows:

Please check the appropriate category box for each functional task.

Category boxes are as follows:

- | | |
|-------------------------|-----|
| a. Delivered Out of Box | DO |
| b. Customization | CU |
| c. Configuration | CO |
| d. Not Available | N/A |
| e. Future Enhancements | FE |

B. APPLICATION SOFTWARE REQUIREMENTS

1. The proposed System software must be an industry-standard and use an industry-standard relational database system. The software shall be the latest version available at the time of installation.

The proposed System software shall be evaluated more favorably if it runs within the stated network environment and standards. If the proposed solution does not conform to the standards, the contractor shall fully explain the technical, functional or business reason for its proposal, and the advantages to the Chesapeake CSB to depart from stated standards. Contractor shall identify any additional costs for time and/or hardware needed and who shall incur costs for additional time and/or hardware.
2. Software shall use graphical-user interface (GUI) screens to display information. Screens must be clear, concise, user friendly, easy to understand, and must incorporate ergonomic and functional standards of excellence. If a web-based system interface is available, please include documentation.
3. All proposed system software shall be made available within the Chesapeake CSB, for inspection, performance, usability or other demonstrations. The use of a remote demonstration can satisfy this requirement.
4. All software proposed must be new, generally available, and in current production. Any software proposed which is in development or field test status shall not be accepted. Any software proposed which is nearing the end of its useful life (“functionally stable”), is scheduled for obsolescence within the next 24 months, or is no longer supported by the contractor, shall not be accepted.

C. SERVER HARDWARE AND OPERATING SYSTEM SOFTWARE REQUIREMENTS

See SECTION II, H. Existing Computer and Network Environment, for the Chesapeake CSB’s desktop hardware standards.

1. It is the responsibility of the Chesapeake CSB’s IT department to procure, install, and setup all server hardware and operating system software as described in the Technology and LAN standards (see SECTION II, H. Existing Computer and Network Environment). The contractor shall be responsible for the installation and configuration of the application software provided by the contractor.
2. If proposed, the server must be capable of communication with the City’s WAN. For WAN specifics (see SECTION II, H. Existing Computer and Network Environment).

3. If proposed, server must either be equipped with sufficient storage to accommodate the system, all existing data, conversion data, and future growth of a minimum of three (3) years, or interface with a Storage Area Network (SAN). Provide cost information and explain the cost difference between the storage options.

D. ASP/HOSTING

If a contractor solution uses an ASP or Hosting model, this solution must be described in detail. Due to a limited number of IT personnel available to the City, the City is interested in exploring this model.

E. SYSTEM AVAILABILITY AND RESPONSE

1. The System shall complete the nightly billing and file maintenance cycle within three (3) hours or less, preferably between the hours of 12:00 midnight and 3:00 a.m.
2. With the exception of the billing and file maintenance cycles, the System must be fully operational and available for use by the Chesapeake CSB at least 99.99% of the daily scheduled up time, particularly between the hours of 6:30 a.m. and 9:00 p.m. The System shall perform with full functionality and within sub-second response time tolerances regardless of the number of users on-line or the volume of data processed.
3. The System acceptance plan proposed by the contractor must meet these minimum performance standard requirements. The Contractor shall be required to demonstrate that the system is functional during the 60 days Testing and Acceptance phase whereby 10% of the total project cost shall be held until City acceptance is completed as defined in SECTION VII, M. System Acceptance Plan.

F. WARRANTY

The contractor shall warrant that the System shall be substantially free from hardware and software errors and will conform to the system availability and response standards and system requirements set forth in this RFP. The contractor shall also warrant that the services to be performed by the contractor shall be performed in a timely and professional manner by qualified personnel. The contractor shall respond to requests for warranty service within four (4) hours and shall remedy any programming errors, defects, or breach of warranty as soon as practicable and with minimal down-time, at no charge. This warranty shall remain in effect for a minimum of one (1) year after the date of final acceptance (defined in SECTION VII, M. System Acceptance Plan) of the system.

In the event that the system, in whole or part, does not perform in accordance with the contractual requirements, the contractor shall promptly, and in no case any later than 24 hours after notification thereof, correct, modify, or improve the system, at the contractor's sole expense, to ensure that the system complies with the system availability and response standards and system requirements set forth in this RFP. The failure of the system or any part of it to meet these standards and requirements following such a correction, modification, or improvement shall constitute a default by the contractor. In the case of any dispute involving the System, the contractor shall have the burden of proving that the System meets all standards and requirements. In the event the System is inoperable, the contractor shall immediately apply the necessary resources to correct the problem. For additional information, see Section VII, K. Contractor Support Services – Warranty.

G. SECURITY

The System shall provide varying levels of security to protect the privacy of all Protected Health Information (PHI) in full compliance with HIPAA (45 CFR, parts 142, 160, & 164) requirements. Users of the system shall be limited to specific functions through user "profiles" that are maintained by a system administrator. Sensitive, protected health information and data shall be contained in the system database. The System shall provide the capability of excluding certain data, and in full compliance with HIPAA Privacy & Security requirements. At a minimum, conditional access capabilities such as password protection shall be included. Access rights shall be based on "need to know" criteria, with the ability to limit access for update, as well as for data retrieval. The contractor shall describe how security is implemented in the System:

1. Describe all field level security.
2. Describe any additional security features.

SECTION VI -- CONVERSION INFORMATION

A. CURRENT SYSTEMS DATA

The contractor shall be capable of providing data migration services. These services would be used to migrate data contained in the existing HSS system to the new System's database. Data must be extracted, converted (where necessary), and loaded into the target database(s). It is mandatory that conversion and database load facilities are offered.

Converted data must meet 100% quality standard. This means that all existing data must be converted to the new database, and the data must be converted correctly so that no value or meaning is lost. The contractor shall specify how quality control will be maintained, and what, if any, functions Chesapeake CSB staff will be expected to perform for quality control. A copy of the minimal data elements required to meet basic CCS-3 State reporting requirements can be found at the web site identified in SECTION IV, A. DMHMRSAS Data File (include in base configuration).

Other client data elements will require population in the System. Such data elements include but are not limited to diagnosis, payer, medication history, and client history information. These elements shall be converted from the HSS system, Word/Lotus standardized electronic forms, then manually and/or programmatically loaded into the proposed system depending on the following criteria: the critical nature of the data to the proposed system; the quality of existing data; the compatibility of data elements and available resources.

B. DATA INTEGRITY

Differences and discrepancies in the data provided to the contractor by Chesapeake CSB as detailed in Section A. above must be reconciled to provide accurate reliable information. Contractor shall develop systems to test the integrity and compatibility of this data before this data is transferred to the new system in a production environment. In addition, there must be a method to correct data problems discovered after the System is operational.

Effort will be required in determining the compatibility of data element names, sizes, and formats from the existing systems to the proposed System. In addition, elimination of redundant data must be part of the conversion effort. The contractor shall have lead responsibility in assuring the accuracy and format of data in to the new system.

C. DATABASE REQUIREMENTS

The System must be able to accommodate current database size requirements and provide for future growth. The proposed System must be able to accommodate the volume referenced below and retain up to ten (10) years of healthcare information. Core services provided include:

DATA TYPE	QUANTITY
Current HSS Client Master Database Size -	24 GB
Active/Registered clients (12/31/08) -	2,163
Unduplicated number of clients served from Jan 08 through Dec 08 -	4,271
Mental Health	2,830
Mental Retardation	1,010
Substance Abuse	1,159
Admissions from Jan 08 through Dec 08	2,294
Discharges from Jan 08 through Dec 08	2,012
Core Services Provided	
Emergency/Crisis Intervention	
Outpatient	
Assertive Community Treatment	
Case Management	
Mental Health Support	
Psycho-social Rehabilitation	
24-Hour Residential	
Supportive Residential	
Early Intervention	
Opioid Treatment	
Prevention	
Service Locations	5
Maximum User Base	240
Estimated Concurrent Users	50
Case Managers	73

Clinicians and Counselors	66
Support Staff (reimbursement, reception, client registration, transcription, MIS, and QA)	48
Drivers and Maintenance	6
Physicians, Pharmacists, Nurses, and Human Service Aids	15
Administrative / Supervisors	32

SECTION VII -- INFORMATION REQUIRED FROM OFFEROR IN PROPOSALS

A. BUSINESS ORGANIZATION AND CREDENTIALS

1. Synopsis of the business qualifications to include, but not limited to, the business plan, product design philosophy, research and development plan for technological advancement, client support infrastructure, business continuity/disaster recovery plan, and HIPAA compliance measures.
2. Names, titles, and telephone numbers of at least 25 customers currently using the proposed System in a production environment similar to the Chesapeake CSB's who may be contacted for reference. Preferred references would be customers who have been using the system for at least two (2) consecutive years.

B. OFFEROR CONTACT INFORMATION

1. Name, title, address, telephone number and e-mail address, if available, of individuals with authority to negotiate and contractually bind the offeror.
2. Name, title, address, telephone number and e-mail address, if available, of individuals who can be contacted during the period of evaluation with questions about the proposal.
3. Name, title, address, telephone number and e-mail address, if available, of individuals who can be contacted for prompt contract administration upon award of the contract.

C. UNDERSTANDING THE PROJECT

Provide a precise statement of the offeror's understanding of the project and how the offeror would accomplish it. Clearly indicate the technical approach for the performance of these services.

D. NARRATIVE DESCRIPTION OF THE SYSTEM

Provide a description of the proposed solution including the number of software programs, source language(s), relational database software, printing methods, communication or network software to

include user/application access methods, server and storage hardware and software, a description of any report writers or queries, security features, and any other features deemed appropriate.

E. GENERAL INFORMATION

1. Describe your organization's current and future research and development plans.
2. Describe your organization's strategic plan and corporate succession plan.
3. The number of full-time equivalent (FTE) staff members in each operational area.
4. The number of FTEs or contractors who work offshore.
5. An example of a typical implementation, including key tasks, timelines, and staff members involved both from your organization and the CSB's.
6. Information on the timeline of a typical implementation, the longest and shortest implementations completed, and what key staff members are involved in the process.
7. The operations of your Help Desk, including information on 24 hours per day, 7 days per week availability and how calls are prioritized.
8. Information about User Groups.
9. Information about how customers are involved in the software enhancement decision process and how frequently upgrades occur.
10. Your experience, if any, in working with Virginia organizations.
11. How requests for customization of the software are handled.
12. What is the installed user base (i.e., number of companies, firms, municipal governments or other organizations using your product)?
13. How often are new software releases developed and distributed?
14. How long are superseded releases supported?
15. What is the distribution method for software maintenance and new releases?
16. If a release is not installed (i.e., a release is skipped), what steps are required to install subsequent releases?
17. How many back releases are supported?
18. What batch processes requiring system shutdown are present in the System?
19. Will all of the source code be provided, including called modules? If the source code would be placed in escrow,

20. provide details as to how this would work.
21. Was the System developed using the concepts of modularized, structured programming techniques and open systems? Will they be used in the future?
22. Does the System use native Standard Query Language (SQL) commands for access to any relational databases?
23. Does the System provide a proven capability to operate in a multi-user environment with record-locking techniques that protect records from simultaneous update, yet allow simultaneous inquiry?
24. Does the offeror provide system related problem resolution, enhancements, and new releases as part of the software warranty and then as part of the software support contract that follows the warranty period?
25. Does the System provide the capability for expansion in order to take advantage of technology such as optical scanning and imaging?
26. Provide your recommendation on the number and types of technology staff members you recommend the Chesapeake CSB should have to successfully implement and support your technology solutions.

F. TECHNICAL INFORMATION

1. Does the System provide for multiple types of interfaces, i.e., character-based, or Graphical User Interface (GUI)?
2. State the estimated response times, at local and remote sites for each query, add, change, delete or report functions. Include response times for the Chesapeake CSB's current environment and the proposed environment if they differ.
3. Describe the operating system needed to implement the recommended solution, and indicate whether it is mainframe, minicomputer, or LAN-based. Describe the necessary hardware and software configuration needed to implement the System.
4. Provide a detailed diagram of the recommended hardware platform/topology, including all necessary communications software for each hardware component, e.g., servers, gateways, bridges, routers and clients.
5. Describe all hardware and software needed for all components, i.e., workstation, network, etc., including and identifying all required third party offeror hardware and software.
 - a) Identify the name, version, release level and features of all software proposed.
 - b) Identify the manufacturer, model number, version, and features of all hardware components proposed.
 - c) Indicate whether a site license is available for the workstation software.
 - d) Indicate whether the software can be installed one-time on a server and accessed by all workstations. If so, list the supported network operating systems and network configurations.
 - e) Identify all costs separately in the format of the Price Summary Sheet shown in Attachment I. If a site license is not available, include the price information for various quantities purchased.

- f) Describe server requirements for both the hardware and the software. List the network operating system software.
 - g) Describe client requirements for both the hardware and the software. List the operating system software.
 - h) Identify any separate licensing and support considerations for third party components.
6. Describe how data and referential integrity for the System is achieved.
 7. Describe how nightly batch processing is scheduled and monitored.
 8. Describe how system backup and recovery is accomplished.
 9. Independent of architecture, how much disk space will be used (i.e., MB, GB) for storing, modifying, and testing software?
 10. State the average data packet size transferred between the user and the application.
 11. Independent of architecture, how much disk space will be used by the data files for the System based on Section VI. C, DATABASE REQUIREMENTS? Is this storage requirement based on centralized or distributed data storage?
 12. Is the System fully compatible and operational with the latest version of:
 - a) The hardware platform's native operating system?
 - b) The network operating system, if LAN-based?
 - c) The application systems development language(s)?
 - d) The presentation manager, e.g., CICS, Windows, Internet Explorer, other?
 - e) The communications software?
 13. Does the System provide the capabilities to upload and transfer data? Specify the format requirements.
 14. Are custom programming services provided? Include any customizing costs on the Price Summary Sheet. See Attachment I.
 15. Does the offeror provide on-going software support including a toll-free hotline? What are the hotline hours of operation? Identify all charges.
 16. Does the offeror provide on-going software support including high speed on-line capabilities? What are the hours of availability? Identify all charges.
 17. Does the System provide updated technical and end-user documentation, for all system related problem resolutions, enhancements, and new releases provided by the offeror?
 18. How are file archives controlled and accomplished? Can selection of obsolete data be determined by a variety of conditions, dates, table-based rules, or a manual selection?

G. REPORT WRITING CAPABILITIES

In this section, please describe the report writing capability of your technology solutions, including a listing and description of standard reports, export capabilities, and compatibility with other applications, ease of use, etc. Specifically, the CSB desires the following key elements in a report writer:

1. A report-writer interface that is comprehensive and easy to use, allowing reporting on all data elements in the system
2. Ability to write custom reports and write and use stored procedures
3. Data-warehouse and data mining capabilities
4. A data dictionary and supporting documentation
5. An extensive library of reports, with commonly used queries and sorts
6. Ability to save and name report templates
7. Ability to run reports in batches
8. Run reports or report batches at scheduled times
9. Ability to support all state reporting requirements for community services boards in Virginia
10. Management dashboard capabilities for key performance metrics

H. SYSTEM REQUIREMENTS

1. Provide itemized responses to each of the ELECTRONIC MEDICAL RECORD FUNCTIONAL REQUIREMENTS listed in Attachment II of this RFP.
2. Provide itemized responses to each of the INTERFACE REQUIREMENTS listed in Section IV of this RFP.

I. WORK PLAN

1. Offeror shall provide a narrative rendition and a graphical version of the work plan. It shall show all required tasks, which tasks are in the critical path, and how the tasks are to be accomplished. The following milestones shall be included: delivery, installation and configuration, initial testing, initial conversion and testing, full conversion, training, and implementation. The plan shall show who (individual or group) is assigned each task, and a timetable for accomplishment.
2. Offeror shall clearly identify which tasks shall be performed by the offeror and which are the responsibility of the Chesapeake CSB.
3. Offeror must provide a description of the deliverables as they relate to the required tasks as specified in the technical work plan.
4. Offeror must address how the proposed payment schedule relates to the technical work plan.

5. Time is of the essence in completion of this project. The contractor shall be expected to complete the project within the timeframe estimated, unless the timeframe is changed by mutual agreement, in writing, as explained in Appendix A. REQUIRED GENERAL TERMS AND CONDITIONS, paragraph O. *Changes to the Contract*.

J. PERSONNEL

1. The offeror shall identify key personnel to be assigned to the project, their qualifications, education and representative experience. Include a brief statement (maximum three (3) pages) concerning the recent experience of personnel from your firm who will be actively engaged in the proposed effort. The offeror shall pay particular attention to identifying personnel's experience in working with the proposed system.
2. Do not include general corporate background brochures. Do not include corporate experience unless personnel who will work on this project participated in that experience. Include only work that can be identified with projects completed in the previous sixty 60 months.

Proposed personnel shall work on this project. All offeror personnel data, qualifications and background information shall be reviewed by the evaluation committee. A resume and a skills summary shall be provided. Proposed personnel shall not be placed without the consent of the Chesapeake CSB Executive Director. In the event that the contractor's personnel for this project must be replaced by the contractor, replacement personnel must be identified using the same guidelines established for the initial project personnel as described above and must be approved by the Chesapeake CSB Executive Director.

Identification is required of any contemplated third parties to be employed during the project by the contractor, with the identification of personnel to be assigned, their qualifications, education and representative experience in working with the proposed system.

The Chesapeake CSB may require criminal history background and/or credit checks to be performed on any contractor personnel and third-party personnel assigned to this project.

The Chesapeake CSB may require, as a condition of continued service on this contract, any contractor personnel and third party personnel assigned to this project to submit to alcohol and drug tests at any time. The screening shall be administered and results documented by a state-approved laboratory licensed to conduct such tests in accordance with standards established by the National Institute on Drug Abuse (NIDA). The Chesapeake CSB will require that any employee of the contractor, sub-contractor or teaming enterprise, who has a positive test result be removed from the project.

All costs associated with background checks and alcohol and drug screening as required by the City or Chesapeake CSB shall be the responsibility of the Chesapeake CSB.

The Procurement Administrator, with the concurrence of the Chesapeake CSB Executive Director, may require the contractor to replace any assigned personnel who are considered unacceptable in the opinion the Chesapeake CSB.

The Chesapeake CSB and the City considers a suitable working relationship to be a product of several factors, including the presumption of permanency of the contractor personnel for the duration of the work effort. It is anticipated that contractors shall use their best efforts to assure a stable work force and limit disruptive personnel changes -- those not otherwise requested by the Chesapeake CSB. Contractors are

prohibited unilaterally from removing any personnel without first providing the Chesapeake CSB a minimum of two (2) weeks notice.

Such restriction does not include staff changes due to circumstances beyond the contractor's control such as "long-term" illness or accident, unsolicited resignation, military mobilization, etc. Replacement personnel must be identified using the same guidelines established for the initial contractor project personnel as described above and must be approved by the Chesapeake CSB. Contractor must further agree to work in good faith and use their best efforts to ensure the satisfactory turnover and knowledge transfer from one person to the other in the event of the removal of personnel.

The contractor must also agree not to bill the Chesapeake CSB for up to four (4) weeks to accommodate the turnover, knowledge transfer, and for learning the Chesapeake CSB's environment and its processes. The contractor shall keep the Chesapeake CSB advised on a current basis as to the availability of personnel to perform work.

K. CONTRACTOR SUPPORT SERVICES - WARRANTY

1. The Chesapeake CSB expects that the contractor shall provide support services directly during the warranty period. If an offeror anticipates a different approach, clearly state and describe the process for warranty services.
2. The Chesapeake CSB requires a minimum one (1) year warranty on each component of the System, measured from the date of system acceptance. Identify any components that exceed this minimum warranty period.
3. The Chesapeake CSB requires warranty coverage for 24 hours per day, seven (7) days per week. The offeror shall state the hours per day and the days per week covered by the warranty agreement.
4. The Chesapeake CSB requires problem response time of four (4) hours or less during the warranty period. The offeror shall state the maximum response time on problems reported during the warranty period.
5. The Chesapeake CSB requires problem resolution with 24 hours or less during the warranty period. The offeror shall describe escalation procedures if problems reported are not resolved within a reasonable timeframe.
6. Provide the business address of the nearest company office proposed to perform warranty support services. Specify the number and qualifications of the maintenance staff that would be available. If warranty support services for different system components are provided by different groups, specify who will be performing which maintenance during the warranty period.
7. The Chesapeake CSB anticipates that the contractor practices continuous improvement. State the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the software, to improve efficiency of the software, or to add functionality to the software. The Chesapeake CSB assumes that the contractor shall supply upgrades to the software at no additional cost during the warranty period.

L. CONTRACTOR SUPPORT SERVICES – POST- WARRANTY

1. Respond to each of the following items in this section. "NOT APPLICABLE" is not an acceptable response. The Chesapeake CSB realizes that some contractors may not be able to furnish post-warranty support services directly. The costs necessary to supplement an offeror's capability to obtain the desired service must be included in the proposal and listed separately.
2. The Chesapeake CSB requires that for four (4) years after the initial warranty period, the contractor shall not discontinue support of the System without providing a replacement System that is acceptable to the Chesapeake CSB at no additional cost.
3. The contractor shall provide written notice 180 days in advance of any planned termination of systems support.
4. State the name and business address of the closest office of the company proposed to perform system maintenance services for the Chesapeake CSB. Offerors shall specify the numbers, locations, and qualifications of the maintenance personnel who would be assigned to service the proposed system.
5. Support services for different system components may be provided by different groups. If this is the case, specify who will be performing which maintenance during the maintenance period.
6. If the system has been customized, the customized software shall be maintained by the contractor as part of the maintenance contract.
7. The Chesapeake CSB requires a minimum one (1) year maintenance period, with annual renewals for up to five (5) years. State the time period covered by the post-warranty maintenance period and the cost per year of renewal, including any discounts associated with a multi-year maintenance agreement.
8. The Chesapeake CSB requires maintenance coverage for 24 hours per day, seven (7) days per week. The offeror shall state the hours per day and the days per week covered by the maintenance agreement if different.
9. Fully explain all responsibilities of both the maintenance and the Chesapeake CSB in the isolation and diagnosis of system failures. The Chesapeake CSB requires the contractor to correct any and all errors in the system at no additional cost to the Chesapeake CSB beyond the normal maintenance contract fee.
10. Explain applicable "escalation" procedures for providing additional assistance if a system problem is not resolved in a timely manner. Describe notification procedures and timing as well as any higher levels of assistance to be brought in.
11. State the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the software, to improve efficiency of the software, or to add functionality to the software. The Chesapeake CSB expects that the contractor shall supply upgrades to the software to the Chesapeake CSB at no additional cost during the post-warranty period, if a maintenance contract is in place.

12. Explain the method of distributing and installing modifications to the proposed software that are developed and recommended by the manufacturer. Fully explain the responsibilities of the maintenance contractor, the manufacturer (if different than the maintenance contractor) and the Chesapeake CSB in the installation and acceptance of modifications.
13. Explain the procedure to be followed in the distribution of information to the Chesapeake CSB pertinent to software problems encountered at other locations along with solutions to those problems, when such information is relevant to the Chesapeake CSB's software.

M. SYSTEM ACCEPTANCE PLAN

A system acceptance plan is outlined below which is based on final acceptance of the entire System, which will be defined in detail during the contract negotiation phase. Each offeror shall make a statement of agreement with the proposed acceptance plan, and shall propose alternative wording for any paragraphs of which the offeror takes exception.

The successful contractor's proposed system will be accepted by the Chesapeake CSB only after full integration testing has been completed, the software is installed in the Chesapeake CSB's production environment, the Chesapeake CSB's existing production data is converted to the new format, the System is fully implemented and operational, and the following items are satisfied:

1. The acceptance period shall consist of a minimum of 60 consecutive calendar days, 24 hours per day, and shall begin on the first workday following "go live" on the new System.
2. During the acceptance period, the System must remain fully operational, must operate without failure, must operate in conformance with the Chesapeake CSB's functional business requirements, must operate with response times acceptable to the Chesapeake CSB, and must adhere to the requirements for system availability set forth in SECTION V, E. System Availability and Response.
3. If the System fails to meet any of the criteria above, the Chesapeake CSB shall notify the contractor of such failure and the acceptance period starts over on the first workday following the correction of the failure.
4. The Chesapeake CSB will notify the contractor in writing of the acceptance of the System if:
 - a) The performance standard is attained for the duration of the acceptance period;
 - b) All training has been completed;
 - c) All documentation and other deliverables have been received;
 - d) And other items which will be defined in detail during the contract negotiation phase.

N. SCHEDULE OF COSTS

Costs must be submitted in the format of the Price Summary Sheet shown in Attachment I. A separate Price Summary sheet must be submitted with each solution offered. Pricing must be based on concurrent and/or named user (designate where applicable) and be projected for each year for a period of five (5) years.

1. Proposals must:

- a) Identify and quantify the purchase costs of each module of the software package, and the costs of any support services proposed by concurrent user and/or named user.
 - b) Identify all alternative subsystems with separate prices for each component and other expansions or enhancements, if any, and provide subtotals as appropriate.
 - c) Specify "NO CHARGE" if items in fact are offered without charge.
2. Itemized and total costs for support services must be provided on either:
- a) A fixed cost basis or,
 - b) Time-and-materials basis (provide maximum).
3. Itemized costs must be provided for, but not limited to:
- a) Application Software and Installation
 - b) Software Modifications for Functional Requirements
 - c) Software Modifications for Interfaces
 - d) Conversion
 - e) Education/Training
 - f) Documentation
 - g) Implementation Services
 - h) Warranty and Post Warranty Services

SECTION VIII -- PROPOSAL EVALUATION CRITERIA

A committee composed of representatives from the Chesapeake CSB and the City of Chesapeake shall evaluate all proposals. The Chesapeake CSB will select the proposal which it determines best meets the needs of the Chesapeake CSB as it relates to the comprehensiveness and functionality of the system proposed, offeror supplied support services, total maintenance requirements, compliance with Chesapeake CSB's and City of Chesapeake's technology standards, growth potential and cost. The following criteria shall be used in the proposal evaluation process:

A. SOFTWARE FUNCTIONALITY AND TECHNICAL SOLUTION - 65%

- 1. Ability of the offerors' software technology solution to meet the specific business and functional requirements of Chesapeake CSB
- 2. Compatibility of the proposed system to the current network and technology platform

B. OVERALL 5-YEAR PRICE – 5%

- 1. Year 1
- 2. Year 2
- 3. Year 3
- 4. Year 4
- 5. Year 5

C. CUSTOMER SUPPORT SERVICES – 15%

- 1. Feedback from the references provided by offeror
- 2. Work plan including feasibility of implementation schedule, organization of the critical path, and acceptance milestones
- 3. Training including system administration, report and outcomes development, clinical and administrative end-users, and user manual documentation
- 4. Technical support/maintenance

D. OFFEROR EXPERIENCE AND ORGANIZATIONAL STABILITY – 15%

- 1. Length of experience with the proposed system and number of successful implementations
- 2. Length of experience in Behavioral Healthcare Technology Industry
- 3. Organizational Structure including number of staff for project management and help-line functions
- 4. Experience and availability of Project Manager
- 5. Strategic Plan including research and development and succession planning

SECTION IX – SCHEDULE OF EVENTS

The City will make every effort to adhere to the following schedule leading to contract award. Offeror’s will be notified of significant schedule changes:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issuance of RFP	City Purchasing	September 11, 2009
Submission of Questions	Potential Offerors	September 16, 2009
Submission of Proposal	Offerors	September 22, 2009

Selection of Finalists	Evaluation Committee	October 13, 2009
Consultant Interviews	Eval. Comm. / Offerors	October 19 - 30, 2009
Contract Negotiations	City / Offeror	November 16, 2009
Contract Agreement / Award	City / Offeror	December 18, 2009
Contract Start	Contractor	January 5, 2010
Contract Completion	City / Contractor	January 4, 2015

Attachment I

PRICE SUMMARY SHEET

Pricing must be based on concurrent and/or named user (designate where applicable)

	Qty/User Licenses	Unit Price	Total
Application Software, including installation			
Host/Server Software (Itemized by module)	_____	_____	_____
Workstation Software (cost/copy or site license)	_____	_____	_____
Software Modifications and/or Customization for interface requirements			
1. DMHMRSAS Data File	_____	_____	_____
2. KePro iExchange Pre-Authorization System	_____	_____	_____
3. Third Party Bill Generation/Eligibility Systems	_____	_____	_____
4. Contractor Furnished Service Data Portal	_____	_____	_____
5. Contract Laboratory Services	_____	_____	_____
Software Modifications and/or Customization for functional system requirements			
Attachment II. A. – Treatment Care Planning and Services	_____	_____	_____
Attachment II. B. - Progress Notes and Documentation	_____	_____	_____
Attachment II. C. – General	_____	_____	_____
Attachment II. D. - Demographics	_____	_____	_____
Attachment II. E. – Reporting	_____	_____	_____
Attachment II. F. – Medication/Medical	_____	_____	_____
Attachment II. G. – Staff Credentialing	_____	_____	_____
Attachment II. H. – Decision Support	_____	_____	_____
Attachment II. I. – Claims, Billing, and Receivables	_____	_____	_____
Attachment II. J. – Workflow and Management	_____	_____	_____

Attachment II. K. – Scheduling

Attachment II. L. – Census

Attachment II. M. – Access

Attachment II. N. – Interface

Attachment II. O. – Diagnosis Support

Attachment II. P. – Technology

Attachment II. Q. – Security

Conversion

Education/Training

1. Technical support

2. Functional administrator

3. Training coordinator

4. End-user

Documentation

Implementation Services (for each Phase and Total Project):

1. Project Management and Staff

2. Including Travel Expenses

3. Other Implementation Services

Warranty Services

**Post-Warranty Services/ Software Maintenance
(including upgrades)**

Annual

3-year

5-year

ASP/Hosting (if Applicable)

Miscellaneous:

Other

Attachment II

ELECTRONIC MEDICAL RECORD FUNCTIONAL REQUIREMENTS

					FE
	D/O	CU	CO	N/A	
A. <u>Treatment/Care Planning and Services:</u>					
1. The system is supported by “best practices” guidelines, service protocols, and evidence based practices.					
2. The system can be based on Chesapeake CSB clinical standards.					
3. The system uses key words and dictionary statements.					
4. The system provides industry standards, pre-defined lists of ICD-9 and DSM IV-TR diagnoses and treatment goals while allowing for customization.					
5. The system allows for multi-disciplinary treatment plans.					
6. The system provides links between problems and diagnoses to goals, objectives, and interventions.					
7. The system derives service activity and notes from treatment plan.					
8. The system monitors service activity from admission to discharge.					
9. The system links client services to billing/reimbursement module.					
10. The system tracks and monitors total client care.					
11. The system can accept services from multiple clinicians and locations simultaneously for the same consumer record.					
12. The system allows for multiple episodes of care and multiple programs.					
13. The system triggers alerts to clinicians when critical interventions may be required.					
14. The system captures referral information.					
15. The system allows for client related and indirect service entry not tied to an individual client.					
16. The system supports person-centered-planning using the web-based Supports Intensity Scale (SIS) treatment planning tool for developing treatment plans for intellectually disabled clients.					
17. The system can require the completion of comment fields to assure individualization of goals, objectives and interventions and minimize a “cookie cutter” approach.					
18. The system can track attendance in the organization’s day programs, including the times consumers came and left the building.					

	D/O	CU	CO	N/A	FE
19. The system has the ability to track date-sensitive, program-specific satisfaction and outcome data for consumers as well as have robust capabilities for analyzing this information.					
20. The system provides tracking support of appointments for consumers with ancillary or specialty providers outside of the organization.					
B. Progress Notes and Documentation:					
1. The system links progress note to program attendance.					
2. The system links notes to treatment plan and/or diagnosis.					
3. The system allows for digital/electronic signature with multiple approval levels.					
4. The system requires that progress notes be electronically signed at the end of the encounter.					
5. The system records progress notes utilizing a combination of system defaults, provider customizable, and provider-defined templates (tables, drop-down menus, etc).					
6. The system includes a medical terminology dictionary and a spell checker which are used for all clinical text entry operations.					
7. The system should allow for customization of the medical terminology dictionary and include behavioral healthcare terminology.					
8. The system applies security controls to notes to ensure that data is not deleted or altered.					
9. The system is capable of integrating with electronic transcription services.					
10. The system allows on-line editing of notes transcribed by 3 rd parties.					
11. The system automatically captures signature, title, and credentials of staff entering note during data entry.					
12. The system has integrated voice recognition capabilities to include Dragon Naturally Speaking basic and medical versions.					
13. The system has the capability to sort progress notes, ISP's, and other documentation in a variety of ways based on end user's request.					
14. The system's format for documenting is intuitive, easy to use, user customizable, and supports individual, group, and family sessions.					

	D/O	CU	CO	N/A	FE
15. The system allows for an amendment to the treatment record if it is found to be inaccurate or incomplete with a correction and/or removal of that section and cross reference to another filed location if requested by the client and agreed upon by the agency per HIPAA privacy regulations.					
C. General:					
1. The system allows for electronic signature by client.					
2. The system has the ability to scan and seamlessly integrate externally generated documents into the electronic healthcare record to include attachment of electronic files.					
3. The system has an internal secure messaging system.					
4. The system supports a paperless function and a hybrid function where contents of electronic record can be printed for inclusion in paper chart if necessary.					
5. The system is capable of generating paper forms for manual completion in the event of system or power failure.					
6. The system is rule-based, incorporating logic between fields and allows for Chesapeake CSB configuration or customization.					
7. The system creates customizable templates.					
8. The system includes access to healthcare research and literature databases.					
9. The system provides alerts for incorrect, incompatible, and/or duplicate information.					
10. The system is capable of maintaining current and historical client demographic, biographic, and service information.					
11. The system dates and time stamps all entries (keeping a history of entries as necessary).					
12. The system meets local, state, and federal regulations.					
13. The system has a managed care component for tracking authorized services from contracted providers. There is no need for A/P functions as we use PeopleSoft for A/P.					
14. The system has the ability to allow free text with copy/cut/paste capabilities as well as discrete data elements.					
15. The system assigns unique identifiers for clients.					
16. The system integrates clinical and outcome assessments.					
17. The system monitors quality measures.					
18. The system has the ability to correct all duplicate client data as needed.					

					FE
	D/O	CU	CO	N/A	
19. The system is capable of generating a hard copy or electronic version of selected pages, sections and/or the entire medical record for subpoenas, auditors and clients requesting access. It can limit access of the client to specific sections of the record and allows for the physician to document this restriction and time frame per HIPAA regulations.					
20. The system includes a tutorial.					
21. The system can comply with the Library of Virginia's Records Retention and Disposition Schedule 23 Electronic Records requirements for destruction/obliteration of electronic records.					
22. The system has a Help feature which utilizes keyword search and topic index.					
23. The system is capable of tracking paper health/care record locations, including staff signing records in and out of medical records offices.					
24. The system provides an electronic version of the chart audits used by the organization as well as track corrective actions plans.					
D. Demographics:					
1. The system is capable of collecting multi-level client demographics.					
2. The system captures permanent and temporary information.					
3. The system is capable of capturing, maintaining, and reporting all standard demographics and data required by CCS-3 (Department of Mental Health, Mental Retardation, and Substance Abuse Services).					
4. The system can populate recurring information on different forms in the case record after first data entry.					
5. The system is capable of recording family members, emergency contacts and other relationships for all consumers in care.					
E. Reporting:					
1. The system is capable of generating forms and reports.					
2. The system has standard on-line reports.					
3. The system is capable of producing scheduled and on-demand case load reports.					
4. The system has capability of generating customized and/or configurable ad-hoc queries, reports, and analysis.					
5. The system allows for writing reports decentralized from the IT Department.					
6. The system has the capability of linking reports to other MS Office products; e.g. Excel, Access, Word.					

					FE
	D/O	CU	CO	N/A	
7. The system has the capability of graphing pertinent data.					
8. The system produces error reports based on user defined compliance standards.					
9. The system is capable of producing Accounts Receivable Reports; e.g. Aging reports sorted and summarized in multiple ways and Billing Error reports.					
F. Medication/Medical:					
1. The system has a medication module.					
2. The medication module includes access to the National Drug Classification database.					
3. The system supports multiple drug formularies and prescribing guidelines.					
4. The system can link a progress note with prescription information.					
5. The system provides drug interaction information; e.g. drug-drug, drug-symptom, and drug-allergy.					
6. The system stores refill and repeat prescription information with reminders.					
7. The system allows storage of prescription data.					
8. The system allows for automatic Computerized Physician Order Entry (CPOE).					
9. The system documents and tracks ancillary order, dispensing medication, pharmacy information; and informed consent.					
10. The system integrates pharmacy orders with treatment plan.					
11. The system uses fax server technology to fax prescriptions directly to pharmacies.					
12. The system has the capability to order prescriptions from the Community Resource Pharmacy of Virginia and other indigent pharmaceutical programs and The Pharmacy Connection.					
13. The system is capable of producing computer generated prescription forms to be manually or electronically signed.					
14. The system has the ability to track other medical conditions and have appropriate alerts as needed; e.g. for medication allergies, as well as medical metrics such as the AIMS (assessment for involuntary movement scale), weight, blood pressure, BMI (body mass index), sugar levels, etc.					
15. The system has the ability to track medication administration to ensure that all medications are administered correctly to the right consumers in care.					
G. Staff Credentialing:					
1. The system tracks credentialing and licensing.					

	D/O	CU	CO	N/A	FE
2. The system maintains area of expertise for clinicians.					
H. Decision Support:					
1. The system can assist clinicians with completing daily tasks.					
2. The system includes alert screens and messages.					
3. The system includes access to healthcare research and literature databases.					
I. Claims, Billing and Receivables:					
1. The system has automated billing and accounts receivable functions.					
2. The system shall hold billing until completion of progress note and provide notification to biller, provider and supervisors.					
3. The system shall hold billing if certain criteria are not met; e.g. direct service code every 90 days, authorization forms for physician directed services triggered by change to Medicaid payer.					
4. The system uses industry standard paper forms and electronic formats preferably HL7/ANSI compatible.					
5. The system maintains ability to pay, sliding fee scales, and supports monthly billing caps for long-term services to self-pay clients.					
6. The system has multiple diagnosis formats including ICD-9 and DSM IV-TR, allows for updates, and links specific diagnosis to specific service to each bill.					
7. The system is capable of receiving and applying electronic reimbursements from payers to individual client accounts					
8. The system generates client and 3 rd party statements in paper and/or electronic form that can be customized by user or encrypted and exported to a mailing contractor.					
9. The system can generate bills at multiple intervals.					
10. The system can produce past due/reminder notices.					
11. The system can be customized to include free text in the billings.					
12. The system can manage multiple billing formats.					
13. The system tracks payer and client collections and accounts receivable.					
14. The system monitors data elements required by 3 rd party payers.					
15. The system is capable of receiving "real time" payments with automated receipts.					
16. The system is capable of posting by batch.					
17. The system links payments received to ledgers and journals.					

					FE
	D/O	CU	CO	N/A	
18. The system has the capability of obtaining financial information in a variety of formats.					
19. The system is capable of conditional billing to accept multiple services and automatically bundle to proper code.					
20. System utilizes customizable service codes.					
21. The system links service codes to CPT codes.					
22. The system allows the entering of manual adjustments/write-offs as well as automatic adjustments.					
23. The system provides information on applied and unapplied credits and refunds.					
24. The system provides industry-standard, pre-defined lists of ICD-9, DSM IV-TR, and CPT codes.					
25. The system provides easy access to summary consumer financial information; such as co-payments required, current self-pay balances, authorization statuses, required form updates, requests or notes from billing staff, etc.					
J. <u>Workflow and Management:</u>					
1. The system monitors and reports productivity by staff and service program.					
2. The system facilitates financial auditing.					
3. The system can produce utilization against target reports.					
4. The system allows for cost reporting and analysis.					
5. The system monitors licensing standards and renewals.					
6. The system facilitates review and monitoring of client records for clinical and administrative purposes.					
7. The system provides workflow notification for clinicians; e.g. "to do lists", services due, documentation due, updates due, authorizations remaining, services approaching annual maximum levels, etc.					
8. The system produces usage patterns.					
9. The system monitors and reports profitability by staff and service.					
K. <u>Scheduling:</u>					
1. The system links client services with appropriate staff based on staff credentials, areas of expertise, and availability of provider.					
2. The system links clinician's schedules to task management ("to do" list).					
3. The system builds schedules for providers and locations and allows flexibility.					
4. The system monitors productivity, resources, treatment management, no-shows and cancelled appointments.					
5. The system provides client appointment history.					

					FE
	D/O	CU	CO	N/A	
6. The system has the ability to schedule individual and group appointments, appointment slots for various types of appointments, e.g. Intake, Evaluation; and staff non appointment events, e.g. Meetings, Out of Office, or Training time.					
7. The system links appointments, services rendered, and billing to client accounts.					
8. The system allows for flexible scheduling to accommodate "walk -ins".					
9. The system generates client specific calendars to schedules which include all scheduled provider services for a period of time.					
10. The system has the ability to indicate in the scheduler that a consumer has arrived for an appointment to eliminate the need for the front desk staff to call the clinician's office.					
11. The system has the capability of automating phone reminders to consumers about upcoming appointments					
L. Census:					
1. The system manages admissions, discharges, transfers, and waiting lists.					
2. The system manages bed, room, or apartment assignments to determine vacancy/ occupancy.					
3. The system links waiting list to client discharge by service.					
M. Access:					
1. The system has the ability to transfer data and records to and from field operations.					
2. The system supports clinician's ability to access and update record at point of care.					
3. The system has 24-7 access.					
4. The system supports a full range of input technologies and devices.					
5. The system allows for multi-users and multiple sessions for individual user.					
6. The system allows for the sharing information between clinicians and programs.					
N. Interface:					
1. The system has the ability to import drug testing and lab results electronically.					
2. The system has import and export capabilities with other software and databases.					
3. The system includes integration of third party coding programs.					
4. The system has the ability to export PCP/SIS data.					

					FE
	D/O	CU	CO	N/A	
5. The system has the ability to import payer eligibility data; e.g. 270/271, RAOOnline, or other similar programs.					
6. The system has the ability to import and export data to the KePRO iExchange application.					
O. <u>Diagnosis:</u>					
1. The system has the capability to search diagnosis table by description or code.					
2. The system includes automatic translation of codes to data.					
3. The system has a crosswalk between DSM IV-TR to ICD-9.					
4. The system supports a multi-axial diagnosis per DSM IV-TR.					
5. The system links diagnosis to treatment plan.					
P. <u>Technology:</u>					
1. The system uses a Windows interface.					
2. The system has an automated re-authentication process for users who forget passwords.					
3. The system has remote capabilities for troubleshooting.					
4. The system has a graphical environment.					
5. The system auto-populates user defined data fields.					
6. The system uses "drop-down" menus for field selections that are not free form text.					
7. The system has built-in secure mobile solutions for clinicians and staff to use while working remotely in the field.					
8. The system provides disaster recovery for the organization to ensure that system access can be quickly restored. The system should also support the use of standard back-up software applications.					
9. The system provides a testing or training database separate from the "live" database for usage as needed by the organization.					
10. The system supports the use of barcode technology which could be used for logging client attendance at day programs or for logging transportation services.					
11. The system has language translation capabilities to translate forms and/or reports into other languages for use with consumers who do not speak English.					
Q. <u>Security:</u>					
1. The system has the ability to easily limit access and authorization.					
2. The system supports the HIPAA Standards for electronic transactions.					

					FE
	D/O	CU	CO	N/A	
3. The system controls access to and within the system at multiple levels.					
4. The system establishes patient/clinician data element confidentiality.					
5. The system allows access to modules regardless of location based on security procedures.					
6. The system provides audit trails of each access to specific data.					
7. The system provides automatic analyses of audit trails and unauthorized access attempts.					
8. The system tracks Release of Information authorizations and provides related alerts.					
9. The system tracks Release of Information releases (authorized and unauthorized) listing date, method, (e.g. fax or mail) user, and recipient; with reporting capabilities.					
10. The system supports the new identity theft prevention "Red Flag" regulations to protect, limit, and monitor access to sensitive information , PII and PHI.					
11. The system supports tracking medical records rights under the HIPAA privacy standards for record requests, denials, releases, retractions, etc.					

Attachment III

HIPAA Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT
BETWEEN _____ AND
FOR COMPLIANCE WITH THE HIPAA PRIVACY RULES

I. Parties

This Business Associate Agreement ("Agreement"), effective _____, is entered into by and between the Community Services Board of the City of Chesapeake, Virginia ("CCSB") and _____ . The CCSB is an agency of the City of Chesapeake, a municipal corporation that is a political subdivision of the Commonwealth of Virginia. _____ is a sole proprietor/partnership/limited liability company or professional limited liability company/ corporation/unincorporated association (*circle as appropriate*) with its principal place of business at _____ .

II. Requirement for Business Associate Agreement

The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations developed pursuant to HIPAA, entitled the "Standards for Privacy of Individually Identifiable Health Information" (HIPAA Privacy Rules), found in 45 CFR, Part 160 and Part 164, set out requirements that must be followed by "covered entities" to ensure the privacy of "protected health information" (PHI) that is used or disclosed by those entities. The entities which are "covered" under HIPAA are (1) health plans; (2) health care clearinghouses; and (3) health care providers who transmit PHI electronically.

"Protected Health Information" (PHI) is defined as "individually identifiable health information maintained or transmitted in any form or medium, including, without limitation, all information (including demographic, medical, and financial information), data, documentation, and materials that relate to: (i) the past, present, or future physical or mental health or condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present, or future payment for the provision of health care to an individual."

Under the HIPAA Privacy Rules, a single legal entity whose business activities include both "covered" and "non-covered" functions is considered a "hybrid entity". A "hybrid entity" can designate those parts of the entity that are "covered components" of the entity. 45 CFR Section 164.504(b) states that the requirements of the HIPAA Privacy Rules apply only to the "covered components" of the "hybrid entity," but that the "hybrid entity" is ultimately responsible for ensuring that those "covered components" comply with the HIPAA Privacy Rules.

The HIPAA Privacy Rules also require that, if a "covered entity" has "Business Associates" (defined in 45 CFR Section 160.103) which perform services on behalf of the "covered entity" and receive PHI about clients of the "covered entity" in the course of performing those services, the "covered entity" must enter into a written Business Associate Agreement in which the Business Associate agrees not to disclose the PHI it receives from the "covered entity," except to the extent permitted under the agreement, consistent with the Business Associate's services on behalf of the "covered entity," and then only as allowed under the HIPAA Privacy Rules. With such an Agreement, the covered entity is authorized under the HIPAA Privacy Rule to disclose PHI to the Business Associate without the prior written authorization of the client. (See 45 CFR Section 164.502(e)(1).)

III. CCSB as a "health care provider" under HIPAA Privacy Rules

The CCSB, which provides mental health, mental retardation and substance abuse treatment services to residents of the City of Chesapeake, is a "health care provider," as defined in 45 CFR Section 160.103 of the HIPAA Privacy Rules. In its activities as a health care provider the CCSB is involved in the creation, use, disclosure and electronic transmission of PHI (defined in 45 CFR Section 164.501), and is therefore subject to regulation under the HIPAA Privacy Rules in regard to how it uses and discloses such information.

IV. City of Chesapeake as a "hybrid entity" and CCSB as a "health care component" of the City of Chesapeake under HIPAA Privacy Rules

Because the City of Chesapeake is a single legal entity, of which the CCSB is a component part, and the City carries out a large number and variety of activities that are unrelated to health care and are not covered by the HIPAA Privacy Rules, the City is a "hybrid entity" under the HIPAA Privacy Rules (defined in 45 CFR Section 164.504). The CCSB has been designated as a "health care component" of the City.

V. _____ as a "Business Associate" of the CCSB: Disclosure of Protected Health Information

VI. Responsibilities of _____ as a "Business Associate" of the CCSB

A. Use and Disclosure of PHI in General

The parties agree that:

1. There is no requirement or need for _____ or any member of its workforce to disclose to third parties any PHI of CCSB clients to which such members are exposed in the course of carrying out work on behalf of the CCSB in regard to the CCSB's electronic client information system. Accordingly, _____ agrees that it will not disclose any such PHI to any third party except after prior notice to, and agreement by, the CCSB, upon a mutual determination that such disclosure is necessary for _____ to perform its designated functions on behalf of the CCSB, and that such use and disclosure otherwise complies with the HIPAA Privacy Rules.
2. IT IS AGREED THAT THE REMAINING PROVISIONS OF THIS AGREEMENT, REGARDING THE STORAGE AND PROTECTION OF PHI DISCLOSED TO _____, REFERS TO ONLY THOSE RARE, AND CURRENTLY UNANTICIPATED, SITUATIONS IN WHICH PHI IS DISCLOSED FROM CCSB RECORDS TO _____ AND IS MAINTAINED OR FURTHER DISCLOSED BY _____.
2. _____ shall not use PHI other than as expressly permitted by this Agreement, or as required by law.

B. Required Assurances from Agents of _____ To Whom PHI is Disclosed

_____ shall ensure that any agents and subcontractors to whom it provides PHI received from the CCSB (or created or received by _____ on behalf of the CCSB) agree in writing to the same restrictions, terms, and conditions relating to PHI that apply to _____ in this Agreement.

C. Use and Disclosure Within Workforce of _____

1. _____ shall implement and maintain appropriate safeguards to prevent the use and disclosure of PHI, other than as provided in this Agreement. Upon reasonable request, _____ shall give the CCSB access to its facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for both inspection and copying, for the purpose of determining _____'s compliance with this Agreement. At the option of the CCSB, _____ shall provide to the CCSB as written Security Plan describing how PHI is used, disclosed and protected by _____ in order to comply with this requirement. Such Security Plan shall be incorporated into this Agreement, and shall be modified by _____ as its practices and safeguards are modified. It is understood and agreed that the parties currently do not foresee any situations in which _____ or members of its workforce would keep or store any PHI from the CCSB, or disclose such PHI to any third party.
2. _____ must have a confidentiality agreement in place with individuals of its workforce who have access to PHI. Issuing and maintaining these confidentiality agreements will be the responsibility of _____. _____ shall not permit any member of its workforce to use or disclose PHI except for those persons who have received privacy training in PHI and who have signed an agreement to hold the information in confidence.
3. _____ shall establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of PHI that _____ reports to the City.

D. Disclosure to U.S. Department of Health and Human Services (HHS)

_____ shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the CCSB (or created or received by _____ on behalf of the CCSB) available to the Secretary of HHS, or his or her designee, for purposes of determining the CCSB's compliance with the HIPAA Privacy Rules, subject to attorney-client and other applicable legal privileges. _____ shall provide the CCSB with copies of any information it has made available to HHS under this section of this Agreement.

E. Access to and Amendment of PHI Held by _____

1. **Right of Access.** Upon written request from the CCSB, _____ shall make an individual's PHI available to the CCSB within fifteen (15) days of an individual's request for such information.
2. **Right of Amendment.** Upon written request from the CCSB, _____ shall make PHI available to the CCSB for amendment and correction within thirty (30) days of notification by the CCSB and shall incorporate any amendments or corrections to PHI as identified by the CCSB.

F. Accounting of Disclosures

At the request of the CCSB, _____ shall produce an accounting of any disclosures of PHI it makes (including the date made, the name of the person or organization receiving the PHI, the recipient's address, if known, a description of the PHI disclosed, and the reason for the disclosure), for which an accounting is required under the HIPAA Privacy Rules. _____ shall, within thirty (30) days of the CCSB's request, make the accounting available to the CCSB, as needed by the CCSB to provide a proper accounting to a client requesting an accounting of disclosures of PHI under 45 C.F.R. § 164.528

G. Reporting Violations

Promptly, but in no event more than thirty (30) days after discovery, _____ shall report to Privacy Officer of the CCSB any use or disclosure of PHI made in violation of this Agreement or any law. _____ shall

promptly take steps to mitigate any harmful effects from any such violation of this Agreement. Further, it shall implement and maintain sanctions for any employee, subcontractor, or agent who violates the requirements of this Agreement.

H. Return or Destruction of PHI Upon Termination of Agreement

Subject to Section X below, return to the CCSB or destroy, within ____ days of the termination of this Agreement, the PHI in its possession and retain no copies (which for purposes of this Agreement shall mean destroy all backup tapes).

VII. Responsibilities of the CCSB in its Relationship with _____ as a "Business Associate," Regarding Use and Disclosure of PHI

A. Privacy Notice

The CCSB shall inform _____ of any changes in the CCSB's Privacy Notice that the CCSB provides to individuals pursuant to 45 C.F.R. §164.520, and will provide _____ with a copy of the Privacy Notice currently in use.

B. Changes in a Client's Consent or Authorization for Use or Disclosure of PHI

The CCSB shall inform _____ of any changes in, or withdrawal of, the consent or authorization provided to the CCSB by individuals (pursuant to 45 C.F.R. §164.506 or §164.508) which may impact the ability of _____ to use or disclose that client's PHI.

C. Arrangements Affecting Ability to Use and Disclose PHI

The CCSB shall notify _____, in writing and in a timely manner, of any arrangements permitted or required of the CCSB under 45 C.F.R. part 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by a _____ of the CCSB, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information that may have been agreed to by the CCSB, as provided for in 45 C.F.R. § 164.522.

VIII. Amendment of Agreement

A. By Changes in the Law

Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, such change in law shall be controlling, and the CCSB may, by written notice to _____, amend this Agreement in such manner as CCSB, in consultation with _____, determines necessary to comply with such change.

B. By Agreement

Except as provided for in VIII (A) above, this Agreement may not be modified, nor shall any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The incorporation of a "Scope of Work" statement, as provided for in Section V above, and the incorporation of a "Security Plan," as provided for in Section VI(C)(1) above, shall not be deemed an amendment to the Agreement, and shall occur as directed by the CCSB.

IX. Waiver

A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

X. Term of Agreement; Termination; Report to HHS

A. Term

This Agreement shall become effective on the Effective Date and shall continue in effect until the underlying service agreement between the CCSB and _____ is terminated, unless the Agreement is otherwise terminated as provided for in this Section. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Section X(E) below.

B. Termination by the CCSB; Alternatives

- 1. Termination for Breach:** As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the CCSB may immediately terminate this Agreement and any related agreements if the CCSB makes the determination that the _____ has breached a material term of this Agreement.
- 2. Opportunity to Cure Breach:** Alternatively, the CCSB may choose to: (a) provide _____ with ___ days written notice of the existence of an alleged material breach; and (b) afford _____ an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within ___ days, _____ must cure said breach to the satisfaction of the CCSB within ___ days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement.
- 3. Report to HHS:** If neither cure nor termination is possible, the CCSB shall report the violation(s) to the Department of Health and Human Services. The City reserves the right, in any situation in which a material breach by the Business Associate occurs, to report such violation(s) to the Department of Health and Human Services.

C. Termination by _____

If the _____ makes the determination that a material condition of performance has changed under the underlying service agreement or this Agreement, or that the CCSB has breached a material term of this Agreement, _____ may provide thirty (30) days notice of its intention to terminate this Agreement. _____ agrees, however, to cooperate with CCSB to find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it shall not terminate this Agreement so long as the underlying service agreement is in effect

D. Automatic Termination

This Agreement will automatically terminate upon the termination of the underlying service agreement between _____ and the CCSB

E. Effect of Termination

- 1. Return or destruction of PHI:** In the event of termination, _____ agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents.

2. If Return or Destruction of PHI is Not Feasible: If it is not feasible for _____ to return or destroy said Protected Health Information, _____ will notify the CCSB in writing. Said notification shall include: (i) a statement that the _____ has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination.

3. Agreement Terms Remain in Effect for All PHI Not Returned or Destroyed Upon

Termination of Agreement: _____ agrees to extend any and all protections, limitations and restrictions contained in this Agreement to _____'s use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for _____ to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, _____ must provide a written explanation to the CCSB and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

XI. Indemnification

The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulation, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The Parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this Agreement for any reason.

XII. Miscellaneous

A. Governing Law

This relationship shall be governed by federal law and the laws of the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Chesapeake or the United States District Court for the Eastern District of Virginia, Norfolk Division.

B. Severability

If any clause or provision herein shall be judged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, the validity of any other clause or provision shall not be affected and the remainder of this document between the parties shall remain in full force and effect. Each of the provisions shall be enforceable independent of any other provision and independent of any other claim or cause of action.

C. No Third-Party Beneficiaries

This Agreement is solely between and for the benefit of the Parties hereto. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

D. Counterparts; Facsimiles

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

E. Disputes

If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

F. Notices.

Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to _____, to:

Attention: _____

Fax: _____

with a copy (which shall not constitute notice) to:

Attn: _____

Fax: _____

If to CCSB, to:

Attention: Privacy Officer

Fax: _____

with a copy (which shall not constitute notice) to:

Attn: _____

Fax: _____

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner set out above.

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date first above written.

For: Chesapeake Community
Services Board (CCSB)

For: _____

BY: _____

BY: _____

printed name & title

printed name & title

Attachment IV

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall include a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City of Chesapeake or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

Legal Name of Contractor or Vendor:

(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number.)

Type of Business Entity:

Sole proprietorship (Provide full name and address of owner):

Limited Partnership (Provide full name and address of all partners):

General Partnership (Provide full name and address of all partners):

Limited Liability Company (Provide full name and address of all managing members):

Corporation (Provide full name and address of all officers):

Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (If different from physical address):

Number of Employees:

Are all Employees Eligible for Employment in the United States?

Under penalties of perjury, I declare on behalf of the contractor/vendor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the contractor's/vendor's employees are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/vendor shall use due care and diligence to ensure that all employees hired in the future will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this ____ day of _____, 200_ on behalf of

_____ as evidenced by the following signature and seal:
(name of contractor/vendor)

Name of Contractor/Vendor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

COMMONWEALTH OF VIRGINIA:
CITY OF CHESAPEAKE, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by
_____.

Notary Public

Registration No.: _____

My commission expires: _____

APPENDIX A

SECTION I

REQUIRED GENERAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

- A. VENDORS MANUAL
- B. APPLICABLE LAWS AND COURTS
- C. ANTI-DISCRIMINATION
- D. ETHICS IN PUBLIC CONTRACTING
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986
- F. DEBARMENT STATUS
- G. ANTITRUST
- H. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS
- I. CLARIFICATION OF TERMS
- J. PAYMENT
- K. PRECEDENCE OF TERMS
- L. QUALIFICATIONS OF BIDDERS OR OFFERORS
- M. TESTING AND INSPECTION
- N. ASSIGNMENT OF CONTRACT
- O. CHANGES TO THE CONTRACT
- P. DEFAULT
- Q. TAXES
- R. USE OF BRAND NAMES
- S. TRANSPORTATION AND PACKAGING
- T. INSURANCE
- U. ANNOUNCEMENT OF AWARD
- V. DRUG-FREE WORKPLACE
- W. NONDISCRIMINATION OF CONTRACTORS
- X. TERMINATION OF CONTRACT
- Y. COOPERATIVE PROCUREMENT

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of the City of Chesapeake. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. This solicitation is also governed by provisions of the City of Chesapeake Ordinance on Procurement and any revisions thereto, which is hereby incorporated into this contract by reference. Contact the Purchasing Division at (757) 382-6359, for more information or to review the Chesapeake Procurement Ordinance.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the City that they shall 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 review by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In all contracts over \$10,000 provisions 1 and 2, below, apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 the 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 the contractor, shall state that such 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 these requirements.
2. The contractor shall include provisions 1, above, in every subcontract or purchase order over \$10,000, so that the provisions shall be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have 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.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and shall not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Chesapeake all rights, title and interest in and to all causes of 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 the City of Chesapeake under said contract.

H. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:**

1. (For Invitation For Bids): Failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be

cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify no responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request For Proposals): Failure to submit a proposal on the official City form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS**: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the Purchasing and Contracts Manager no later than five working days before the due date. Any revisions to the solicitation shall be made only by addendum issued by the Purchasing Division.

J. **PAYMENT**:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the City contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days shall 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.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which City department is being billed.
- d. The following shall be deemed to be 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.
- e. **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 shall be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the department and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.
- K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/Offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/Offeror's) capabilities. The City further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An 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.
 2. The Purchasing Division 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. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Division a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. 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 Division's right to review 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 the Purchasing Division with all vouchers and records of expenses incurred and savings realized. The Purchasing Division shall have the right to review 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 the Purchasing Division within thirty (30) days from the date of receipt of the written order from the Purchasing Division. 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 disputes provisions of the Commonwealth of Virginia *Vendors Manual*. 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 the Purchasing Division or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, 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 the City may have.
- Q. **TAXES:** Sales to the City are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, shall be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The City's excise tax exemption registration number is 54-072-1442.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid shall be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid no responsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) shall be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it shall have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor shall have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors shall maintain these insurance coverages during the entire term of the contract and that all insurance coverages shall be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The City of Chesapeake must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$1,000,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Purchasing Division shall publicly post such notice on the City's website (www.CityofChesapeake.net) for a minimum of 10 days.

V. **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 shall 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 of over \$10,000, so that the provisions shall 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.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, 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, or disability, or against faith-based organizations. 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 City 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.

X. **TERMINATION OF CONTRACT:** The City may terminate the contract for cause or for convenience after giving thirty (30) days notice in writing to the Contractor. The written notice shall include a statement of reasons for the termination.

Termination for Cause: If the Contractor should breach the contract or fail to perform the services required by the contract, the City may terminate the contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the City, the contract may be terminated by the City at any time thereafter upon written notice to the Contractor or, in the alternative, the City may give such extension of time to remedy the breach as the City determines to be in its best interest. The City's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the City's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the City for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract.

Termination for Convenience: The contract may be terminated by the City in whole or in part for the convenience of the City without a breach of contract by delivering to the Contractor a written notice of termination specifying the

extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the City, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The Contractor shall be compensated for reasonable costs or expenses arising out of the termination for the convenience of the City for delivery to the City of all products of the services for which the Contractor has or shall receive compensation.

Delivery of Materials: Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver to the City all products of the services for which the Contractor has been or shall be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the city within 30 days of the Notice of Termination of the Contract. Failure to do so may result in action for “breach of contract” or “failure to perform”.

Compensation due the Contractor: Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material to the City. Said fees which have been earned shall be billed to the City in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the City for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the City.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Contractor under this contract are subject to appropriation by the Virginia General Assembly and Chesapeake City Council.

- Y. **COOPERATIVE PROCUREMENT:** Any resultant contract of this solicitation may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions, and specifications of this bid. The contractor shall deal directly with each public agency or body in regard to order placement, delivery, invoicing, and payment.

APPENDIX A

SECTION II

SPECIAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

1. ADVERTISING
2. AUDIT
3. AVAILABILITY OF FUNDS
4. AWARD OF CONTRACT
5. AWARD TO MULTIPLE BIDDERS
6. BID ACCEPTANCE PERIOD
7. BID PRICES
8. IDENTIFICATION OF BID/PROPOSAL ENVELOPE
9. INDEMNIFICATION
10. MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING
11. NEGOTIATION WITH THE LOWEST BIDDER
12. PRICE ESCALATION
13. REFERENCES
14. CONFIDENTIALITY- CITY
15. CONFIDENTIALITY – CONTRACTOR
16. DEMONSTRATIONS
17. OWNERSHIP OF INTELLECTUAL PROPERTY
18. DEFINITION – EQUIPMENT
19. DEFINITION – SOFTWARE
20. EXCESSIVE DOWNTIME
21. LATEST SOFTWARE VERSION
22. LIMITATION OF USE
23. MAINTENANCE
24. OPERATIONAL COMPONENTS
25. PRODUCT SUBSTITUTION
26. QUALIFIED REPAIR PERSONNEL
27. RENEWAL OF MAINTENANCE
28. SERVICE PERIOD (ROUTINE)
29. SERVICE REPORTS
30. SOFTWARE UPGRADES
31. SOFTWARE DISPOSITION
32. SOURCE CODE
33. TERM OF SOFTWARE LICENSE
34. THIRD PARTY ACQUISITION OF SOFTWARE AND HARDWARE
35. TITLE TO SOFTWARE AND HARDWARE
36. WARRANTY AGAINST SHUTDOWN DEVICES
37. WARRANTY OF SOFTWARE AND HARDWARE
38. NONVISUAL ACCESS TO TECHNOLOGY
39. WORK SITE DAMAGES
40. PROTECTION OF PERSONS AND PROPERTY
41. WARRANTY OF MATERIALS AND WORKMANSHIP
42. USE OF PREMISES AND REMOVAL OF DEBRIS

If a bid/proposal not contained in the special envelope is mailed, the bidder or 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 bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

9. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and hold harmless the City of Chesapeake, its 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, provided that such liability is not attributable to the sole negligence of the City or the failure of the City to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
10. **MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING**: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Purchasing Division. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
11. **NEGOTIATION WITH THE LOWEST BIDDER**: Unless all bids are cancelled or rejected, the City reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the City for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible bidder.
12. **PRICE ESCALATION**: Price adjustments may be permitted for changes in the contractor's cost of materials/labor not to exceed the increase in the following index: CPI-W. No price increases shall be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. Documentation shall be supplied with the contractor's request for increase which will verify that the requested price increase is general in scope and not applicable solely to the City of Chesapeake.

The purchasing office will notify the using department and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices.

13. **REFERENCES**: Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

TELEPHONE	ORGANIZATION	ADDRESS	CONTACT PERSON
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

- 14. **CONFIDENTIALITY (City):** The City agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342F of the Code of Virginia. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the City.
- 15. **CONFIDENTIALITY (Contractor):** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.
- 16. **DEMONSTRATIONS:** By submitting a bid or proposal, the bidder or offeror certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The City reserves the right to require bidders or offerors to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award decision. Such demonstration is intended to show that a vendor's products will perform in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by a vendor to promptly comply with a request for demonstration may result in their bid being rejected. Failure to reject shall not relieve the vendor of its obligation to fully comply with all requirements of the contract.
- 17. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the City to evidence the City's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- 18. **DEFINITION - EQUIPMENT:** As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.
- 19. **DEFINITION - SOFTWARE:** As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine-readable or printed form.
- 20. **EXCESSIVE DOWNTIME:** Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of inoperability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than 5 consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon

request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and shall be installed and operational following the request for replacement.

21. **LATEST SOFTWARE VERSION**: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
22. **LIMITATION OF USE**: The City's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the City shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another City site should the system be entirely transferred to that location; the right to make backup copies for safekeeping; the right to modify or combine the software with other programs or materials at the City's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the Code of Virginia.
23. **MAINTENANCE**: Upon expiration of the specified warranty period and at the City's option, the contractor shall provide up to 5 additional one-year periods of on-site maintenance (including labor, parts, and travel) at the prices set forth in the pricing schedule. Maintenance shall not include external electrical work, providing supplies, and adding or removing accessories not provided for in the contract. Maintenance shall also not include repairs of damage resulting from: acts of God, transportation between state locations, negligence by state personnel, or other causes not related to ordinary use in the production environment in which installed. Each successive year of maintenance may be ordered by the City in writing at least 5 days prior to expiration of the existing maintenance period.
24. **OPERATIONAL COMPONENTS**: Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.
25. **PRODUCT SUBSTITUTION**: During the term of any contract resulting from this solicitation, the contractor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
26. **QUALIFIED REPAIR PERSONNEL**: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The City reserves the right to require proof of certification prior to award and at any time during the term of the contract.
27. **RENEWAL OF MAINTENANCE**: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional 4 one-year period(s), under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
28. **SERVICE PERIOD (ROUTINE)**: Contractor shall provide free phone support during the normal working hours of 8 AM to 5 PM Monday through Friday, excluding state holidays. All necessary repairs shall be completed within 24 hours of the initial notification.
29. **SERVICE REPORTS**: Upon completion of any maintenance call, the contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.

30. **SOFTWARE UPGRADES**: The City shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the City's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
31. **SOFTWARE DISPOSITION**: Unless otherwise instructed by the contractor, the City shall render unusable all copies of software acquired under the contract within thirty (30) days of termination of its license, except that the City does reserve the right to retain one copy of the software for archival purposes when appropriate.
32. **SOURCE CODE**: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the City shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the City shall have exclusive right to possess all physical embodiments of such contractor-owned materials. The rights of the City in this respect shall survive for a period of twenty (20) years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
33. **TERM OF SOFTWARE LICENSE**: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However, the City reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The City further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
34. **THIRD PARTY ACQUISITION OF SOFTWARE AND HARDWARE**: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the City's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
35. **TITLE TO SOFTWARE AND HARDWARE**: By submitting a bid or proposal, the Bidder or offeror represents and warrants that it is the sole owner of the software and hardware or, if not the owner, that it has received all legally required authorizations from the owner to license the software or hardware, has the full power to grant the rights required by this solicitation, and that neither the software or hardware nor its use in accordance with the contract shall violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
36. **WARRANTY AGAINST SHUTDOWN DEVICES**: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.
37. **WARRANTY OF SOFTWARE AND HARDWARE**: The contractor warrants the operation of all software and hardware products for a period of 12 months from the date of acceptance. During the warranty period, the contractor shall provide 24-hour toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation. In addition, the contractor shall provide a two-hour return call response time and complete all necessary patches/fixes within 16 hours of initial notification.
38. **NON-VISUAL ACCESS TO TECHNOLOGY**: All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision ("**Technology**")

shall comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this agreement:

- a. Effective, interactive control and use of the Technology shall be readily achievable by non-visual means;
- b. The Technology equipped for non-visual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
- c. Non-visual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public.
- d. The Technology for non-visual access shall have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. Compliance with the foregoing non-visual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with non-visual access because the essential elements of the Technology are visual and (ii) non-visual equivalence is not available.

Installation of hardware, software or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of non-visual access software and peripheral devices. If requested, the Contractor shall provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

39. **WORK SITE DAMAGES**: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the City's satisfaction at the contractor's expense.

40. **PROTECTION OF PERSONS AND PROPERTY**:

- a. The contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
- d. The contractor shall continuously maintain adequate protection of all work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. The contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. The contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.

- e. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should the contractor shall prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, with appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as provided by paragraph O, of the General Terms and Conditions.

41. WARRANTY OF MATERIALS AND WORKMANSHIP:

- a. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate, independent from, and in addition to any of the contractor's other guarantees or obligations in this contract.

42. USE OF PREMISES AND REMOVAL OF DEBRIS:

- a. The contractor shall:
 - (1) Perform the contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - (2) Store apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
- b. The contractor expressly undertakes, either directly or through subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- c. The contractor expressly undertakes, either directly or through subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- d. The contractor expressly undertakes, either directly or through subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and

other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.

- e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the *Virginia Erosion and Sediment Control Handbook*, latest edition, and of the contract documents.
- f. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.