

REQUEST FOR PROPOSALS
RFP # 2024EHR
ELECTRONIC HEALTH RECORD MANAGEMENT
SYSTEM

Issue Date: October 1, 2024

Purchasing Agency: Blue Ridge Behavioral Healthcare (BRBH)
301 Elm Avenue, S.W.
Roanoke, VA 24016

Procurement Contact: Helen Lang, Continuous Quality Improvement Officer
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SEALED PROPOSALS WILL BE RECEIVED UNTIL 11:59 PM, EST, Friday, November 29, 2024.

QUESTIONS: Potential offerors are encouraged to submit any questions pertaining to the contact referenced above. All questions must be submitted by November 16, 2024 at 11:59 p.m. A collective response will be issued within (5) five business days after receipt of questions.

PROPOSAL SUBMISSION: SEALED

Mail proposals to Blue Ridge Behavioral Healthcare, Attn. Helen Lang; 301 Elm Avenue, SW. Roanoke, VA 24016 in time to be received, stamped and mail processed to Helen Lang by November 29, 2024 at 11:59 p.m.

Hand Deliver, Fed Ex, or UPS proposals to Blue Ridge Behavioral Healthcare, 301 Elm Avenue, Attn: Helen Lang, Roanoke, VA 24016 in time to be received, stamped and mail processed to Helen Lang by November 29, 2024 at 11:59 p.m.

Proposals will NOT be accepted via email or fax. Proposals MUST be marked on the outside envelope:
Proposal submission for Electronic Health Record Management System
RFP #2024EHR
Attn: Helen Lang

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

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

Further, the undersigned firm hereby warrants and certifies that –

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

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

OFFEROR INFORMATION:

Sign in ink and type or print requested information.

(Official Signature in Ink)

Print Name

Title

Date

Name of Firm (Offeror)

Federal Tax Identification Number

Business Address

Print Telephone Number

Email Address

Virginia Contractor License and Classification: _____

Specialty Codes: _____

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

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1.0 GENERAL INFORMATION

1.1 PURPOSE

The purpose of this Request for Proposals (“RFP”) is to solicit sealed proposals from qualified vendors for a fully integrated Electronic Health Record (“EHR”) Management System. Blue Ridge Behavioral Healthcare (“BRBH”) desires to procure and successfully implement a new EHR System to consolidate electronic medical record, billing, and integrated client information management systems. The resulting contract will replace the existing system, hardware, and a variety of related stand-alone ancillary systems and processes used by BRBH. The new solution will have the ability to continue to grow as the organization, requirements, and regulations change.

2.0 BACKGROUND

2.1 HISTORY

BRBH (visit www.brbh.org) is the Community Services Board serving adults, children and families with mental health disorders, developmental disabilities, and/or substance use disorders in the Roanoke Valley of Virginia. We serve residents of the Cities of Roanoke and Salem, and the Counties of Botetourt, Craig, and Roanoke. We are one of forty Community Services Boards established under the Code of Virginia to provide services for individuals who have mental health disorders, developmental disability, and/or substance use disorders. BRBH operates multiple programs throughout the Roanoke Valley through the work of over 350 dedicated and caring BRBH employees. We are proud to have services in our community since 1969.

2.2 MAIN OFFICE LOCATIONS

The Administrative Office of BRBH is located at 301 Elm Avenue. This location houses our Executive Officers, Human Resources, and Business and Financial Services.

2.3 SERVICES

Integrated services are available for adults, children, and families. Services are provided directly by BRBH staff and through contracts with private vendors in the community. BRBH staff are office and community based, full-time telework, and hybrid telework. The staff serves a population that includes all categories of age, race, gender, and socio-economic status. Funding sources include individual fees, Commonwealth of Virginia general, restricted and designated funds, federal and state grants, Medicare, Medicaid, MCOs, commercial insurance billing and local agency contracts. BRBH currently employs approximately 350 full and part-time employees.

BRBH’s main campus, located at 611 McDowell Ave, offers same day access/intake, mental health and substance use outpatient therapy, mental and substance use case management, developmental disability case management, psychiatry, substance use intensive outpatient, substance use day treatment, primary care screening, drug court services, treatment for pregnant and post-partum women, Medication Assisted Treatment (OBAT), and peer support services.

BRBH's Recovery Center is located at 3003 A Hollins Road, NE, Roanoke, VA 24012. Services provided include: substance abuse medically monitored intensive inpatient, clinically managed high-intensity residential, mental health crisis stabilization, Assertive Community Treatment and future 23-Hour Crisis Stabilization.

Child, Youth and Family Services located at 1315 Franklin Road, SW, Roanoke, VA 24016 offers outpatient and community based services, case management, counseling services, and psychiatric services.

Liberty Road located at 2720 Liberty Road, NW, Roanoke, VA 24012 offers case management, mental health skills building, permanent supportive housing for adults, sponsored residential host home services and prevention and wellness.

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

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

Service Category Descriptions:

- a. **Assessment and Evaluation** – same day access, triage for appropriateness of services, completion of diagnostic clinical assessments, and clinical recommendations regarding service needs.
- b. **Case Management** – assisting individuals with accessing treatment and support for behavioral, emotional, psychiatric, substance use disorder, developmental/intellectual disabilities, social, and medical needs as well as accessing supports related to employment and housing.
- c. **Psychiatric Medical Services** – includes psychiatric evaluation and medication management and Office Based Addiction Treatment (OBAT)
- d. **Crisis Services** – include assessing youth and adults experiencing a mental health or substance use crisis or individuals with developmental disabilities who are at risk of crisis due to challenging behaviors and transitioning them to the most appropriate level of care within the Crisis Continuum. These services include Pre-admission screenings for involuntary psychiatric hospitalization, Marcus Alert Co-Response, CITAC, Crisis Stabilization Unit, and future 23-hour Crisis Stabilization.
- e. **Congregate Living Services**– include Host Home Sponsored Residential Services for adults with developmental disabilities.
- f. **Outpatient Services** – includes individual, group, and family outpatient therapy utilizing evidence-based models for youth and adults with mental health, substance use and/or ID/DD diagnoses. Competency restoration services are provided to adults and youth.
- g. **Permanent Supportive Housing Services** - outreach and engagement, connection to housing resources and treatment for eligible individuals.
- h. **Specialized Services** – Assertive Community Treatment (ACT), Peer Support, High Fidelity Wraparound, Substance Use Prevention, Children's Services Act/Family Assessment Plan Team Services.

2.4 EXISTING EHR SYSTEM

The current EHR vendor is Cerner/Oracle. Their product Millennium was implemented in 2021. The EHR is a complex system that provides client service, account maintenance, billing (including payments, adjustments, transfers, etc.) and general ledger accounting transactions, reports and exports, and other document processing features.

Individuals seeking services present at multiple intake points. Access Center is the primary intake point for the agency where same-day, walk-in admissions are available for all Roanoke area residents seeking mental health, substance use, and developmental disability services. Individuals receive an initial assessment on their first visit to determine their needs and appropriateness for services. This includes gathering insurance information, demographic, emergency contact data, biographic, and clinical information. Staff record the collected information in the EHR System. Service plans are developed in the EHR or third party systems and entered into the EHR.

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

2.5 EXISTING EHR SERVER ENVIRONMENT

The current EHR system operates on off-site hosted servers. The current system, Millennium, was put into production in 2021.

2.6 EXISTING EHR USER ENVIRONMENT

- Current active user count: 400
- Current prescriber count: 20
- Current concurrent user count: 200

3.0 SCOPE OF WORK

This section describes, at minimum, BRBH's requested goods and/or services and the areas to be addressed in the offeror's proposal. The terms "shall" and "must" represent mandatory requirements. The terms "should" and "may" represent non-mandatory requirements (Refer to Section 4.0.). Proposal responses should be written in the same order as outlined below. In addition, Offerors are expected to review and submit **Attachments A-J** with their proposal response. Offerors are expected to provide responses within the spreadsheet and submit the electronic spreadsheet with their proposal. Acceptable method for submission of Attachment E and G includes USB flash drive. A paper copy should also accompany the paper proposal submissions (Refer to Section 4.1.c).

3.1 PROJECT GOALS AND REQUIREMENTS

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

A. General

The System should:

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

The offeror should provide an overview of the key strategies and major system processes that the product provides to ensure consistent implementation throughout the organization. Additionally, the offeror should include a quality measurement process that is consistent with the implementation of the current community consumer submission, version 3 (CCS-3) and any future iteration, Waiver Management System (WAMS), and health information exchanges.

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

B. Business

The System should:

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

3.2 SCOPE OF SERVICES

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

A. Project implementation and support

- a. The contractor shall provide all infrastructure, software, programming, documentation, materials, products, tools, transportation, training materials, personnel, technical knowledge, and project management skills necessary to implement an electronic health record solution as outlined in this RFP. The proposed EHR solution should operate in an environment meeting BRBH's technical requirements specified within this RFP for an unlimited number of users, with a perpetual use license. The installation will involve ensuring seamless data exchange between the proposed EHR system and the identified external data exchange points. Offerors should describe in their proposal how they will meet these requirements.
- b. The proposed EHR solution may operate in a hosted environment via managed services. Offerors must provide the full details of their hosted solution.
- c. Offerors should provide a description of how security will be planned, configured, and deployed, along with a declaration of vendor and BRBH responsibilities (desire AD authentication).
- d. Offerors should provide a detailed description of the overall proposed solution with the identification of included, optional, and third party applications necessary to meet the functional requirements specified in this RFP.
- e. Offerors should develop and submit a preliminary project implementation plan to include a breakdown of phases, timing, and methodology. Proposals should include specifications of all software installation, data conversion, delivery of documentation, and training. The proposed project plan should be based on experience with implementations similar to BRBH in organization structure, services, and functional requirements. Offerors should specify proposed project resource needs from both the contractor and BRBH. Implementation services will be performed on a fixed-price, deliverable/milestone basis with payment occurring upon BRBH sign-off for acceptance of the deliverables/milestones (Refer to section 8.0).
- f. The offeror should include in their proposal a detailed project plan to include milestones/deliverable dates/timeframes and project status reviews. The contractor should provide a project manager that will be responsible for overseeing the contractor's work, the overall success of the project, and serving as the point of contact to BRBH's project manager. The contractor's assigned project manager should work with BRBH to develop a project implementation plan. Once the project implementation plan is baselined through written agreement by both BRBH and contractor, any changes to the plan must be agreed to in writing by BRBH before being incorporated into an updated baseline. The contractor's assigned project manager should, at a minimum, provide a written status report once every week to BRBH's project manager. This report should document the project's status, tasks completed since the previous status report, upcoming key tasks, key issues, and risks. BRBH would like to have a monthly executive level project review meeting and a semi-annual vendor product roadmap update. Offerors should identify in their proposal response how they will meet these requirements.
- g. The contractor should provide staffing levels and resources to ensure successful completion of the project implementation plan within the project timeline and budget. The offeror should provide in their proposal, as part of the proposed project implementation plan: a staffing plan which includes proposed key personnel, staffing levels, role descriptions, and responsibilities for each type of role required, and include a project org chart and key personnel resumes. The staffing plan should align with the

proposed project implementation plan and show each resource utilization over the course of the project. It is the expectation that the contractor will not remove key personnel without BRBH's written consent. BRBH reserves the right to interview all proposed key personnel and request changes if needed. If key personnel leave the contractor's employment, and are re-assigned to a different role within the company (provided that in the event of re-assignment, the contractor provides BRBH 60 days' prior written notice), or for reasons that are beyond the reasonable control of the contractor (e.g. death, disability, illegal or wrongful activity), the contractor may temporarily replace such person with a qualified person without BRBH's approval until a permanent replacement has been identified and approved by BRBH, for which approval shall not be unreasonably withheld, and such replacement person shall be deemed to be a key personnel. In no event shall BRBH be responsible for the training, knowledge transfer or other costs, and expenses associated with the replacement or designation of key personnel.

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

agreement shall be reviewed once a year by BRBH and offeror with both parties documented agreement to the terms on an annual basis.

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

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

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

B. Data Migration

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

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

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

4.0 PREPARATION AND SUBMISSION OF PROPOSALS

4.1 GENERAL INSTRUCTIONS

- A. To be considered for selection, Offerors must submit a complete response to: MAIL, HAND DELIVERY, FED EX, UPS

Blue Ridge Behavioral Healthcare (BRBH)
Attn: Helen Lang
301 Elm Ave., SW
Roanoke, VA 24016
- B. RFP must include: One (1) original (marked) and six (6) copies of the proposal; One original version in PDF format on a USB drive; and one redacted version in electronic form. No other

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

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

4.2 PROPOSAL PREPARATION

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

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

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

4.2.1 Offeror's Understanding of the Requirements:

Offerors are responsible to inquire about and clarify any requirement of this RFP that is not understood. Oral requests for information will not be accepted. All inquiries must be submitted in writing to Helen Lang, hlange@brbh.org. **Please include RFP #2024EHR- ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM, in the subject line no later than 11:59 p.m. EST, November 16, 2024.**

4.2.2 Identification and Delivery of Proposal:

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

Return Address:

Vendor's name and complete mailing address

Address to:

Blue Ridge Behavioral Healthcare

Attn: Helen Lang

301 Elm Ave. SW

Roanoke, VA 24016

Lower left: RFP # 2024EHR

RFP Title: ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM

Closing Date: November 29, 2024, 11:59 p.m. EST

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

4.3 PROPOSAL DOCUMENTS

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

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

Tab 1: Forms

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

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

Tab 2: Qualifications and Experience of Offeror

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

Tab 3: Demonstrated Knowledge and Program Requirements

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

- Describe in detail what, when, and how the services will be performed, implemented and ease of use.
- F. A description of the proposed record keeping and information sharing system that complies with all state and federal standards (including HIPAA/42 CFR Part 2).
- G. Clearly identify any proposed equipment or goods including operating parameters, illustrations, etc. required to satisfy the Scope of Services.
- H. Provide a transition plan and time frame for implementation and completion.

Tab 4: Financial Data and Proposed Price

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

Tab 5: Organizational Capacity

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

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

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

5.0 EVALUATION, SELECTION AND AWARD PROCESS

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

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

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

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

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

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

6.0 GENERAL TERMS & CONDITIONS

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

6.1 ADDENDA

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

6.2 ANNOUNCEMENT OF AWARD

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

6.3 ANTI-DISCRIMINATION

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

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

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

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

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

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

6.4 ANTITRUST

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

6.5 APPLICABLE LAWS AND COURTS

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

6.6 APPROPRIATION OF FUNDS

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

6.7 ASSIGNMENT OF CONTRACT

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

6.8 AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

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

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

6.9 AVAILABILITY OF FUNDS

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

6.10 BID PRICE CURRENCY

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

6.11 BIDDER, OFFEROR AND CONTRACTOR COMPLIANCE

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

6.12 CHANGE ORDERS

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

6.13 CHANGES TO THE CONTRACT

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

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

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

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

6.14 CLARIFICATION OF TERMS

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Procurement contacts whose names appear on the face of the solicitation, no later than 11:59 p.m. EST, November 16, 2024. Any revisions to the solicitation will be made only by addendum issued.

6.15 CONFLICT OF INTEREST

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

6.16 CONTRACTOR BACKGROUND CHECKS

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

6.17 CONTRACT DOCUMENTS

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

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

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

6.18 CONTRACTOR'S PERFORMANCE

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

6.19 CONTRACTUAL CLAIMS

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: Chief Executive Officer, 301 Elm Ave, Roanoke, VA 24016 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. BRBH' Chief Executive Officer will render a decision on the claim and will notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal against the decision of BRBH's to the Board of Directors by providing written notice to BRBH Chief Executive Officer, within 15 days of the date of the decision. The Board of Directors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such a decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to BRBH no later than 30 days following the conclusion of the work or delivery of the goods.

6.20 COPYRIGHTS OR PATENT RIGHTS

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

6.21 ETHICS IN PUBLIC CONTRACTING

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

6.22 DEBARMENT STATUS

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

6.23 DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, BRBH, 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 BRBH may have.

6.24 DRUG-FREE WORKPLACE

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

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

6.25 ETHICS IN PUBLIC CONTRACTING

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

6.26 FAITH-BASED ORGANIZATIONS

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

6.27 FINANCE/INTEREST CHARGES

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

6.28 FORM OF AGREEMENT

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

6.29 GOVERNING LAW

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

6.30 IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

6.31 INDEMNIFICATION

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

6.32 INSURANCE

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

Minimum insurance coverages and limits:

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

Blue Ridge Behavioral Healthcare must be named as Certificate Holder and must be listed as additional insured and so endorsed on the policy.

Certificate Holder:

Blue Ridge Behavioral Healthcare
Attn: Helen Lang
301 Elm Avenue
Roanoke, VA 24016

6.33 LAWS AND REGULATIONS

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

6.34 LOSS AND/OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

(PHI) – BREACH NOTIFICATION

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

6.35 MANDATORY USE OF FORMS

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

6.36 MODIFICATION OF THE CONTRACT

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

6.37 NEGOTIATING CONTRACT REDUCTIONS

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

6.38 NO CONTACT POLICY

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

6.39 NONDISCRIMINATION OF CONTRACTORS

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

6.40 NOTIFICATION

Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their proposal; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the authority shall be given to BRBH, Blue Ridge Behavioral Healthcare, 301 Elm Ave. SW, VA 24016, Attn: Helen Lang, CQI Officer. The Contractor agrees to notify BRBH immediately of any change of legal status or of address.

6.41 PAYMENT

A. To Prime Contractor:

- 1) Invoices for services delivered shall be submitted by the Contractor directly to the Finance Office. The preferred method is by email to Pam Binns, Chief Financial Officer, pbinns@brbh.org. Invoices may also be mailed to 301 Elm Ave., SW, Roanoke, VA 241016. All invoices must have the contract number and the federal employer identification number (for proprietorships, partnerships, and corporations).
- 2) BRBH terms are Net 30. However, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 3) The following shall be deemed the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 4) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders

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

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

6.42 PRECEDENCE OF TERMS

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

6.43 PROPRIETARY INFORMATION

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

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

6.44 QUALIFICATIONS OF OFFERORS

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

6.45 RECEIPT AND OPENING OF PROPOSALS

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

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

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

6.46 REFERENCES

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

6.47 SENSITIVE INFORMATION HANDLING

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

6.48 SEVERABILITY

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

6.49 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

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

conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance. (ATTACHMENT A)

6.50 TAXES

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

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

6.51 TECHNOLOGY AGREEMENTS

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

6.52 TERMINATION

BRBH may terminate this contract in one of two methods:

A. Termination with Cause.

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

B. Termination without Cause.

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

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

6.53 TESTING AND INSPECTION

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

6.54 UNAUTHORIZED ALIENS

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

6.55 WAIVER OF ONE BREACH NOT WAIVER OF OTHERS

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

6.56 WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

7.0 SPECIAL TERMS & CONDITIONS

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

7.1 ACCEPTANCE PERIOD

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

7.2 ACCESS TO BRBH PROPERTY

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

7.3 ADDITIONAL USERS/COOPERATIVE PROCUREMENT

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

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

7.4 AUDIT

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

7.5 AUTHORIZED REPRESENTATIVES

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

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

Authorized Representative:

Blue Ridge Behavioral Healthcare
Mark Chadwick, Chief Executive Officer
301 Elm Ave, SW. Roanoke, VA 24106
Contractor must list the Authorized Representative below:

CONTRACTOR:

7.6 AWARD OF CONTRACT

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

7.7 CANCELLATION OF CONTRACT

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

7.8 CONFIDENTIALITY

The Contractor shall ensure that information and data obtained as to personal or medical facts and circumstances related to Individuals will be collected and held confidential and will not be divulged without the written consent of the individual. The Contractor shall comply with the security and privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA)/42 CFR Part 2 and shall make available for inspection and/or reproduction by BRBH any records in the possession of the Contractor that relates to the services provided under this Contract. This provision shall not expire. The Contractor may be required to execute a HIPAA Business Associate Agreement/Qualified Service Organization Agreement.

7.9 CONTINUITY OF SERVICES

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

7.10 CONTRACT TERM/CONTRACT RENEWAL/CONTRACT EXTENSION

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

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

7.11 COOPERATIVE PROCUREMENT

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

7.12 DISPUTES

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

7.13 DATE OF COMMENCEMENT

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

7.14 DEMONSTRATIONS

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

7.15 E-VERIFY PROGRAM

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

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

7.16 FINAL INSPECTION

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

7.17 INFORMATION SECURITY GENERAL PROTECTION

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

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

7.18 INVOICES

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

Invoices shall provide at a minimum:

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

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

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

The preferred method to receive invoices is via email to the Mailbox of the Chief Financial Officer, Pam Binns at pbinns@brbh.org.

In lieu of email, invoices may be mailed to:

Blue Ridge Behavioral Healthcare
Attn: Pam Binns
301 Elm Ave., SW
Roanoke, VA 24016

7.19 OWNERSHIP OF DOCUMENTS

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

7.20 PRIME/GENERAL CONTRACTOR RESPONSIBILITIES

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

7.21 PROMOTIONAL DISCOUNTS

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

7.22 PROTECTION OF BRBH DATA

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

7.23 RECORDS

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

7.24 SOFTWARE LICENSE(S)

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

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

7.25 SOFTWARE SUPPORT

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

7.26 SOFTWARE TITLE

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

7.27 SOURCE CODE ESCROW

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

7.28 TRAVEL

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

8.0 PRICING SCHEDULE

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

PRICING SCHEDULE: A price breakdown should be provided in addition to this pricing schedule to include, but not limited to: Base product and each proposed additional product (license fees, maintenance fees, etc.); Third-party products (license fees, maintenance fees, etc.)	
DESCRIPTION	VENDOR ENVIRONMENT PRICE
EHR System (Turn-Key) including the first year of maintenance and support which will not commence until the application has been implemented in the production environment and accepted by BRBH (Refer to Section III.B.1.m). A price breakdown should be provided in addition to this pricing schedule to include, but not be limited to (as applicable):	
1. Initial implementation – General configuration	
2. Project Management/Governance	
3. Customization	
4. Integration	\$
5. Data Conversion/Migration	
6. Training	
7. Hosted Solution Costs: Setup; First year cost breakdown by products/services provided	
8. Third-Party Software Costs - Initial costs (licenses, implementation, hardware, as applicable)	
9. Pre go-live readiness & cut-over support	
10. Post go-live support	
11. Travel (Refer to Section 7.28)	
ANNUAL MAINTENANCE & SUPPORT FEE	
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$
TOTAL RECURRING COST: YEARS 2-5	\$
TOTAL COST OF SOFTWARE SOLUTION YEARS 1-5	\$

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

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

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

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

9.0 EVALUATION CRITERIA

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

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

10.0 AWARD PROCEDURE

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

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

11.0 ATTACHMENTS

ATTACHMENT A - Virginia State Corporation Commission (SCC) Form

ATTACHMENT B – Technical Information Security Requirements

ATTACHMENT C – Sample Service Agreement

ATTACHMENT D – References

ATTACHMENT E – EHR Solutions Business Requirements

ATTACHMENT F – Proprietary/Confidential Information Identification

ATTACHMENT G – EHR Regulatory Reporting Requirements

ATTACHMENT H – BRBH Clinical Assessments and Forms

ATTACHMENT I – BRBH Business Associate Agreement

ATTACHMENT J - BRBH Service and Fee Schedule

REQUEST FOR PROPOSAL
ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM
RFP#: 2024EHR
Attachment A
Virginia State Corporation Commission (SCC) Registration Information

The undersigned Offeror:

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

-or-

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

-or-

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

-or-

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

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

Signature: _____ (Date)

Name:

(print)

Title

Name of firm:

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

REQUEST FOR PROPOSAL
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Attachment B
Technical Information Security Requirements

ATTACHMENT B - Technical Information Security Requirements	
Compliance/Certification	
A.	Please describe your organization's ISO 27001/ISO 27002 certification or compliance status.
B.	Please describe your organization's SSAE No. 16 Attestation status.
C.	Please describe this system's compliance with NIST 800-53 v5 controls.
D.	Please describe any third party licenses required for the software. Please describe the process for upgrading, fixing and supporting the third party software.
E.	Please confirm that exchanges of sensitive data shall be approved in writing by BRBH before any sensitive data is released to others by the Contractor. Please verify where data will reside.
II.Authentication	
A.	Please describe how the application authenticates users.
B.	Please describe how the application interfaces with Active Directory.
C.	Does the solution require unique authentication in order to access the system?
D.	Please describe any single sign on capabilities of the system.
E.	Please describe the ability to accommodate enhanced security requirements, such as dual authentication.
F.	Please describe the ability to interface with Cisco Duo multifactor authentication.
III.Role-Based Access	
A.	Please describe the system's ability to set access based on role within the system.
B.	Please describe the system's ability to set access based on department within the system.
C.	Please describe the system's ability to allow users to designate certain fields as confidential and restrict access to those fields.
D.	Please describe how the solution allows for the designation of a system administrator separate from the security administrator or data users.
E.	Please describe how the solution restricts access by user id.
F.	Please describe how the solution restricts access by database table.
G.	Please describe how the solution restricts access by transaction type.
H.	Please describe how the solution restricts access by screen or menu.
I.	Please describe how the solution restricts access by report type.
J.	Please describe the system's security controls to define users authorized to perform the following:
	1. Log On
	2. Add Data
	3. Delete Data
	4. Change Data
	5. View Data
	6. Search data

7. Approve data
K. Please describe security reports showing:
1. Authorized system use
2. Unauthorized system use
3. Security profiles by user (indicates multiple profiles)
4. Effective dates security changes
IV. <u>General Security</u>

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

5. Passwords can be reset by specified levels of administrators.
6. Passwords can be changed by users if access password is correct.
7. Passwords must be case sensitive.
8. Password must contain alpha-numeric and special characters.
9. Please describe if passwords should be randomly generated by the system and be sent in an encrypted e-mail to the user so the administrator resetting does not know password.
10. Secure self-serviced password reset should be allowed. Please describe.
11. Password cannot be the same as the account name.
B. Please describe ability to disconnect or automatically logs out user session during designated periods of Inactivity.
C. Please describe if system warns user that they will be disconnected before automatically logging off user.
D. Please verify users can be inactivated verses deleted when access is no longer needed.
E. Enforces a limited number of consecutive invalid attempts by a user during an organization defined time period.
F. Please describe ability to limit the number of concurrent sessions for each user to an organization-defined number.
VI. Encryption
A. Describe encryption method and strength for passwords in motion.
B. Describe encryption method and strength for passwords at rest.
C. Please describe encryption type and level for data in motion.
D. Please describe encryption type and level for data at rest.
E. Describe the methods used to encrypt back-up data, if applicable.
VII. Audit Trails
A. Please describe audit records containing information that establish what type of event occurred, when the event occurred, where the event occurred, the source of the event, the outcome of the event and the identity of any individuals or subjects associated with the event.
B. Please verify all system administrator changes are tracked in audit trails.
C. Please verify all security administrator changes are tracked in audit trails.
D. Please verify there is an audit trail of login attempts.

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

d. Error reports
e. E-mail address if interface fails or is successful
f. Ability to track system generated documents that have been generated for an account/customer.
g. Ability to capture the date and recipient's information for files sent to external recipients.
L. Please verify audit information cannot be altered using any software utility.
M. Please verify metadata, if it exists, is included in the audit trail.
O. Please verify system resources used for auditing.
VIII. Life Cycle & Disaster Recovery
A. Please describe backup, redundancy and disaster recovery protection from risk of fire, utility failure, structural collapse, plumbing leaks or other such man-made or natural disasters.
B. Please describe how you maintain and test contingency plans.
C. Please describe any service level agreements associated with the information system.

a. E-mail address if interface fails or is successful
b. Ability to track system generated documents that have been generated for an account/customer.
c. Ability to capture the date and recipient's information for files sent to external recipients.
D. Please verify audit information cannot be altered using any software utility.
E. Please verify metadata, if it exists, is included in the audit trail.
F. Please verify system resources used for auditing.
VIII. Life Cycle & Disaster Recovery
A. Please describe backup, redundancy and disaster recovery protection from risk of fire, utility failure, structural collapse, plumbing leaks or other such man-made or natural disasters.
B. Please describe how you maintain and test contingency plans.
C. Please describe any service level agreements associated with the information system.

**REQUEST FOR PROPOSAL
ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM
RFP#: 2024EHR**

Attachment C – Sample Service Agreement

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

THIS AGREEMENT, entered into as of this _____ day of _____, 20__ (“effective date”), by and between [Blue Ridge Behavioral Healthcare (“BRBH”), Roanoke, Virginia a political subdivision of the Commonwealth of Virginia] and [insert Contractor name], (“Contractor”).

W I T N E S S E T H:

WHEREAS, by Request for Proposal No. **2024EHR** (the “RFP”), BRBH solicited interested firms to submit proposals for **Electronic Health Record Management System**; and

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

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

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

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

- 2. Authorization.** Contractor warrants that it has the right to enter into this Agreement and to perform all obligations hereunder. Contractor represents that the execution of this Agreement and performance of any of its obligations hereunder are duly authorized and in compliance with applicable federal, state and local laws, rules and regulations. Contractor represents that it holds all valid licenses and permits necessary to perform the Services and will promptly notify BRBH in the event any such license or permit expires, terminates or is revoked.
- 3. BRBH's Obligations.** BRBH shall furnish Contractor, upon request, with any information, data, reports, and records which are reasonably available to BRBH and necessary for carrying out Contractor's responsibilities, so long as the provision of such information, data, reports, and records to Contractor is consistent with applicable law. BRBH shall designate a person to act as BRBH 's contact with respect to the Services. BRBH 's representative shall have the authority to transmit instructions, receive information and interpret and define BRBH 's policies and decisions pertinent to Contractor's Services.
- 4. Time of Performance.** All Services to be performed and any reports to be prepared hereunder by Contractor shall be undertaken and completed promptly pursuant to a schedule to be agreed upon between BRBH and the Contractor. It is expressly understood and agreed by the parties hereto that time is of the essence.
- 5. Contract Terms.** The initial term of this contract may be for one (1) year or as negotiated. This contract may be renewed for successive one (1) year periods, or other negotiated timeframe, under the terms and conditions of the original contract except as stated in subsections a. and b. below. BRBH may continue to purchase follow-on maintenance and support in accordance with the same renewal pricing herein, or as negotiated between the parties, for as long as BRBH utilizes the system. Price increases may be negotiated only at the time of renewal. Upon a determination by BRBH to renew this contract for an additional term, written notification will be given to the Contractor. In addition, performance of an order or Statement of Work (SOW) issued during the term of this contract may survive the expiration of the term of this contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until the Services and Deliverables pursuant to such order or SOW have met the final Acceptance from the Authorized User. Contractor shall not include any automatic renewal provisions in any maintenance agreement or software licenses as part of any order or SOW between the Authorized User and Contractor.

 - a. If BRBH elects to exercise the option to renew the contract for an additional one-year or other negotiated period(s), the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the "All Items", not seasonally adjusted, category

of the All Urban Individuals section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/ppi> or <http://www.bls.gov/cpi>

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

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

- 6. Compensation.** BRBH shall pay Contractor, provided that Contractor performs to the satisfaction of BRBH, fee(s) as follows:
- 7. Time of Payment.** Contractor shall submit invoices in accordance with the schedule outlined above. BRBH shall make payments to Contractor subject to the terms of this Agreement within thirty (30) days of receipt of Contractor’s correct invoice. Contractor understands and accepts that BRBH will not pay any finance charges imposed on any invoices submitted by the Contractor for services performed under this Agreement. If the Agreement is terminated by BRBH and not in any way through the fault of Contractor, payments due Contractor for services rendered prior to termination shall be paid to Contractor and shall constitute total payment for such services. If this Agreement is terminated in whole or in part due to the fault of Contractor, Contractor shall have no right to claim payment due for services performed but uncompensated at the time of termination provided that BRBH is not delinquent in its payments to Contractor. Payments made to Contractor shall not be considered as evidence of satisfactory performance of the work by Contractor, either in whole or in part, nor shall any payment be construed as acceptance by BRBH of inadequate services.
- 8. Non-Appropriations.** The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by BRBH Board of Directors and appropriation by them of the necessary money to fund this Agreement for each succeeding year.
- 9. Termination.** It shall be the sole right of BRBH to terminate this Agreement at any time for any reason upon written notification to the Contractor.

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

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

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

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

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

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

- (a) Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage must be Broad Form and include Products & Completed Operations, Bodily Injury, Property Damage and Contractual Liability.
- (b) Worker's Compensation: Virginia Statutory limits including Employers Liability limits of \$100,000 each accident, \$100,000 each disease-each employee, and \$500,000 policy limit.
- (c) Technology Errors & Omissions: \$1,000,000 per occurrence. An insurance certificate shall be provided as evidence of the required insurance. The insurance certificate:
 - 1. Must reflect that the Commercial General Liability policy names the Blue Ridge Behavioral Healthcare their officers, employees, and agents, as an additional insured by endorsement to the policy or as required by contract. Additional insured status applies to all work of the named insured performed on behalf of Blue Ridge Behavioral Healthcare for this policy period.
 - 2. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to BRBH;
 - 3. Must have an authorized signature;
 - 4. The Certificate Holder should be listed as: **Blue Ridge Behavioral Healthcare, 301 Elm Ave, SW. Roanoke, VA 24016**

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

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

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

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age or disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

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

- (a) Provide a drug-free workplace for the Contractor's employees.
- (b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

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

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

If to BRBH:

**Blue Ridge Behavioral Healthcare
Attn: Helen Lang
301 Elm Ave., SW
Roanoke, VA 24016**

If to the CONTRACTOR:

Name of Contractor

Attn.: Name of Contractor contact

Address

City, State Zip

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

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

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

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

23. Taxes, Unemployment Insurance and Related Items. Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on the work covered by this Agreement or in any way

connected therewith. Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and Contractor shall reimburse BRBH for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law BRBH may be required to pay the same or any part thereof.

- 24. Independent Contractor.** Contractor's relationship with BRBH shall at all times be that of an Independent Contractor. The method and manner in which Contractor's Services hereunder shall be performed shall be determined by Contractor and BRBH will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. Nothing in this Agreement shall be construed to make Contractor, or any of its employees, employees or agents of BRBH.
- 25. Special Educational or Promotional Discounts.** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to BRBH during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- 26. BRBH Data.** "BRBH data" includes all Protected Health Information and other information that is not intentionally made generally available by BRBH on public websites or publications, including but not limited to business, administrative, and financial data, intellectual property, and patient, student, and personal data. Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, driver's license number, and student or personnel identification number; "personal information" as defined in Virginia Code Section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student "education records" as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; credit card and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes; and state- or federal-identification numbers such as passport, visa, or state identity card numbers.
- 27. Contractor Software: Intellectual Property, Proprietary Rights, License.** BRBH acknowledges that it does not have a license or any rights to software provided by Contractor pursuant to this Agreement. During the term of this Agreement, and subject to the provisions of this Agreement, Contractor hereby grants to BRBH a limited, non-

transferable, worldwide, royalty-free, non-exclusive license to use the software solely as specified in this Agreement. Except as expressly granted in this Agreement, BRBH is not licensed to use, copy, modify, or distribute copies of all or any portion of the software.

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

- 28. Software Support.** As part of the software purchase price, one year software support for each item shall be included. Support shall include phone support and all software updates. Updates shall include Correction Releases, Point Releases, and Level Releases. Support begins on the first day of the month after the software is installed by Contractor. Purchase price for third party products shall also include one year software support.
- 29. Software Title.** The Contractor represents and warrants that it is the sole owner of the software product, or if not the owner, has received all proper authorizations from the owner to license the software product, and has the full right and power to grant the rights contained in this contract. Contractor further warrants and represents that the software product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person. The Contractor agrees to hold BRBH harmless in this regard.
- 30. Warranty.** Contractor warrants that the software and all of the related software products and services will perform functionally as described in the documentation provided in accordance with this Agreement, and with the Contractor's marketing literature, and Contractor's specification; and that the software and user documentation furnished by Contractor are compatible; and that the software shall be free of defects in design, workmanship, and materials which prevent them from being used for their intended purpose.
- 31. Rights and License in and to BRBH Data.** BRBH and Contractor agree that as between them, all rights, including all intellectual property rights, in and to BRBH data shall remain the exclusive property of BRBH, and Contractor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

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

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

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

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

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

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

33. Source Code Escrow.

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

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

- b. Not later than 15 Days after BRBH's giving notice to the Contractor of acceptance of each item of application software licensed under this Agreement.
- c. Not later than 15 Days after the shorter of: (1) BRBH's installation in either a production or non-production environment of any new major release of any application previously accepted by BRBH in an earlier release, and which BRBH has purchased a license to use such new version release or was granted such license under the terms herein; or (2) a quarter yearly basis.
- d. All costs associated with the set-up and maintenance of the escrow account shall be paid for by the Contractor.
- e. The escrow agent shall be authorized to release the source code to BRBH solely upon the occurrence of any of the following events: (1) the Contractor's cessation, for any reason, to do business; (2) BRBH's purchasing of the source code outright; (3) the Contractor's failure to install and certify any item of application software; (4) the Contractor's generally making such source code available to other licensed users of the application software; (5) the Contractor's failure to fulfill any of its material obligations under this Agreement; or (6) the Contractor's failure or refusal to continue to support or offer further development for any one or more items of application software where BRBH is up-to-date in its payment of all application support for each such item(s) of application software pursuant to this Agreement. Upon such release of the source code, BRBH shall receive a nonexclusive, nontransferable, perpetual, license to use the source code solely for the maintenance, enhancement, improvement and updating of the application software product in connection with BRBH's use of the application software.
- f. A form of escrow agreement among BRBH, the Contractor and the escrow agent shall be agreed upon and executed simultaneous with the execution of this Agreement. Materials should be shipped to BRBH via traceable courier or

electronically. Upon receipt, escrow agent should contact the Contractor and BRBH to verify receipt.

- 34. Malware Protection.** Contractor hereby warrants that to the best of its knowledge there is no malware in any portion of the software and/or its computer system and that it has used commercially reasonable efforts to ensure that the software and/or its computer system is free of malware and has undergone malware-checking procedures consistent with industry standards. The term “malware” as used herein means any computer code designed to (a) disable, disrupt, or damage BRBH's use of the software, BRBH data, or BRBH's network or (b) damage or destroy any BRBH data without BRBH's consent.
- 35. Encryption Standards.** Contractor agrees to utilize strong encryption standards (AES/256 bit or greater) for the storage, transport, and transmission of BRBH data for purposes of executing the agreement between BRBH and Contractor.
- 36. Data Custodianship.** Contractor shall provide BRBH access to BRBH data at BRBH's request in a mutually agreed upon format. Such agreement shall not be unreasonably withheld. Contractor shall also provide access to any derivatives or alterations of BRBH data at BRBH's request.

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

- 37. Security Breach.** “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which BRBH data is exposed to unauthorized disclosure, access, alteration, or use. The Contractor shall be responsible for reporting all incidents involving the loss and/or disclosure of contractor maintained or hosted BRBH data. Notification shall be made to BRBH within one (1) hour of discovering the incident. In the event of a breach requiring notification based upon federal, state or local laws or statutes, the Contractor shall bear all costs associated with required notifications and subsequent remediation actions for each individual impacted.
- 38. Liability for Security Breach.** If Contractor must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of BRBH data known as Personally Identifiable information, the following provisions apply. In addition to any other remedies available to BRBH under law or equity, Contractor will reimburse BRBH in full for all costs incurred by BRBH in investigation and remediation of any

Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

- 39. Inapplicability of Limitations of Liability.** If Contractor requires BRBH to agree to terms and conditions in addition to those contained in this Agreement, any limitations on Contractor's liability contained in such terms and conditions shall not apply to Security Breaches or the unauthorized release of BRBH data. An "unauthorized release" means a security event in which BRBH data is copied, transmitted, viewed, stolen, or used by an individual or entity unauthorized to do so.
- 40. Data Ownership.** BRBH owns and shall own all BRBH data submitted to Contractor and any derivatives of BRBH data resulting from Contractor's services, unless the parties agree that such derivatives shall be in the public domain.
- 41. Data Storage.** BRBH data transmitted and stored pursuant to this Agreement shall reside at a data storage center within the United States (excluding the U.S. territories).
- 42. Additional Requirements for Student Data.** The Contractor acknowledges that Student Data is a protected class of BRBH Data as defined in section 25 and is subject to the terms and conditions herein. Contractor agrees to hold the Student Data in strict confidence and to advise each of its employees and agents of their obligation to keep such information confidential. Contractor acknowledges that any Student Data shared by BRBH is covered and protected under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) and 34 C.F.R. § 99.31 ("FERPA").

Contractor agrees to abide by the limitations on re-disclosure of Student Data from education records set forth in FERPA. 32 C.F.R. § 99.33(a)(2) states that the officers, employees, and agents of a party that receive education record information from CCPS may use the information, but only for the purposes for which the disclosure was made. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share Student Data in a manner not allowed by federal law or regulation. Contractor warrants that the Student Data provided will be used solely for the purposes described in the scope of work and for no other purpose. The Student Data shall not be shared or made available to any unauthorized personnel or other third party. Contractor agrees to ensure that any personnel or agents to whom the Student Data is provided agree to the same restrictions and conditions that apply to the Contractor with respect to such Data.

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

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

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

By:

Title: _____

Date: _____

[CONTRACTOR NAME]

By: _____

Printed Name

Title: _____

Date: _____

REQUEST FOR PROPOSAL
ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM
RFP#: 2024EHR
ATTACHMENT D
REFERENCES

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

Reference #1: Customer/Company Name: _____

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

Name of Contact Person: _____

Job Title of Contact Person: _____

Telephone Number: _____ Email address: _____

Reference #2: Customer/Company Name: _____

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

Name of Contact Person: _____

Job Title of Contact Person: _____

Telephone Number: _____ Email address: _____

Reference #3: Customer/Company Name: _____

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

Name of Contact Person: _____

Job Title of Contact Person: _____

Telephone Number: _____ Email address: _____

Reference #4: Customer/Company Name: _____

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

Name of Contact Person: _____

Job Title of Contact Person: _____

Telephone Number: _____ Email address: _____

Reference #5: Customer/Company Name: _____

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

Name of Contact Person: _____

Job Title of Contact Person: _____

Telephone Number: _____ Email address: _____

REQUEST FOR PROPOSAL
ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM
RFP#: 2024EHR
Attachment E - EHR Solution Business Requirements

Offeror Response

F = Fully Provided "Out-of-the-Box" (no configuration needed)

C = Fully Provided with user based Configuration (no changes to underlying source code; configuration set by user within

CP = Fully Provided with technical Configuration (no changes to underlying source code: configuration set outside of the application by vendor/technical resource)

D = Custom Development to Underlying Code

RT = Can be created by customer with customer report generator, ad hoc report, or built in

OR = On Companies Product Roadmap (please include estimated availability date)

TP = Accomplished through Third Party Software (Identify the tool and any additional licensing commitments and costs)

NA = Not Available

*Requirement ID - Used only to uniquely identify each requirement for internal purposes.

**Proposal Page Number: Offerors should reference the page number(s) in the body of the proposal where additional information may be found pertaining to the requirement

*** If additional effort /cost is applicable to meet this requirement, please indicate your assessment of the level of effort involved (High, Medium or Low)

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

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

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

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

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

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

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57	Ability to establish, calculate, and maintain sliding fee scales and/or fixed financial assistance amount (MAP)for self-pay				
58	Ability for approved staff to enter approved sliding fee scale/MAP, exceptions for an individual for a specified period of time and for specific services.				
59	Ability for approved staff to override the calculated sliding fee/MAP exception in limited circumstances.				
60	Ability to send alerts within a specified lead time to identified staff (E.g. billing) before a Fee Reduction or Sliding Fee Scale/MAP, exception is expiring (E.g. annual review) and/or needs to be reapproved. The expiration date field should be functional not just informational. The Fee Reduction/Sliding Scale/MAP Should discontinue on the expiration date.				
61	Ability to log and track an individual's request for Fee Reduction, Sliding Fee Scale, MAP) exception.				
62	Ability to fix and resubmit claim issues/errors identified by the clearinghouse, with the same claim unique identifier.				
63	Ability to submit claims to a clearinghouse, by payor in batches or all available claims.				
64	Ability to manage an Insurance Master file.				
65	Ability to establish and maintain an inventory of payors by payor type. (E.g. Medicare, Medicaid, Commercial insurance, Grants, Local Agencies, State Agencies, Self-Pay, etc.)				

Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number **	Offeror Response
66	Ability to establish and maintain an inventory of payors by payor type. (E.g. Medicare, Medicaid, Commercial insurance, Grants, Local Agencies, State Agencies, Self-Pay, etc.)				
67	Ability to capture separate residence and billing addresses.				
68	Ability to generate, print/email, and/or export one or multiple CMS 1500 and UB bill format reports by payor or for an individual				
69	Ability to identify a "Payment Responsible Party" for each individual served. (E.g. self, parent, family member, Agency)				
70	Ability to capture and store individual name fields per insurer, and use the specified name for filing claims for the given insurer. (E.g. to make sure the names match the spelling on each insurance card so that claims are processed correctly)				
71	Ability to process and file claims in batches. (E.g. by payor, payor group plans, cost centers, services, date, provider, etc.)				
72	Ability to handle Medicare crossover claims processing.				
73	Ability to receive and process 835 transactions from various payer portals. (auto-posting).payer portals. (auto-posting).				
74	Ability to read and process EOB data (E.g. 835) from the clearinghouse (auto-posting).				
75	Ability to bill a payor one-time, with limited set-up. (E.g. payor, contract, benefit, plan and general ledger components)				
76	Ability to save batch statements to PDF to send to printers for mailing.				
77	Ability to print a single billing statement for an individual.				
78	Ability to print a batch of billing statements based on user-supplied criteria.				
79	Ability to generate a statement with templates that support user-defined level of detail to be printed on a billing statement. (E.g. summary, detail, historic, portion covered by insurance carrier)				
80	Ability to customize statement templates, including appearance and language. (E.g. self-pay, insurance billing details, etc.)				

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

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

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97	Ability for approved billing users to override the automated ranking/priority of the payors within an individual's account and manually rank/prioritize payors.				
98	Ability to review batch statements before they are sent for printing.				
99	Ability to apply client and 3 rd party payments to claims and accounts.				
100	Ability to manually enter payor remittances. (E.g. 835)				
101	Ability to process 835 adjustments client accounts or general ledger accounts. (E.g. interest, retractions, overpayments)				
102	Ability to make adjustments outside of remittances with an associated reason code. (E.g. appeals for copays and deductibles, retractions, refunds, insufficient funds, etc.)				
103	Ability to process claims with co-insurance and automatically transfer remaining balances between primary payor, secondary payor, tertiary payor, and self-pay within an individual's account.				
104	Ability to process denials of claims from 835 remittances.				
105	Ability to resubmit denied claims. (E.g. after getting required pre-authorization that was previously lacking)				
106	Ability to generate a denial report for 835 and/or manually entered remittances. (E.g. identifies if denial is valid or not). Report should indicate whether the entry was auto-posted or manually entered.				

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107	Ability to override and adjust from an automated 835 remittance process a denial within the individual account.				
108	Ability to split a service into multiple claims. (E.g. authorization expires mid-month)				
109	Ability to process rejections from a clearinghouse, and resubmit after data issues fixed.				
110	Ability to accept and enter cash, check, and credit card payments for self-pay accounts and apply to the correct individual(s) and services.				
111	Ability to accept and enter check payments from insurance payors and apply payments to claims and/or services.				
112	Ability to process bounced checks (E.g. due to insufficient funds) and add appropriate fees to the account.				
113	Ability to generate a balance forward from previous billing cycles on the self-pay statements and show only current month's services and fees and transactions on statements.				
114	Ability to support a view-only auditor role/user ID with system wide access.				
115	Ability to associate and code/set up various components for cost center, payor, etc. to services and programs to track General Ledger detail for the accounting system.				

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

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

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

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146	Ability to include taxonomy codes for facility or individual on claims as required by payor specific rules.				
147	Ability to track the date, time, and user ID when insurance information was entered or last modified within an individual record.				
148	Ability to set up providers by type such as Billing, Compliance, Front Desk, Clinical- QMHP, Clinical- LMHP, Clinical- QIDP, Clinical-EI, Medical, Prescriber, etc. to limit system access and recording to cost centers, location and services needed and generate appropriate billing. (SYSTEM SECURITY)				
149	Ability to track authorization utilization by individual and/or authorization. (E.g. hours based, days based, encounter based)				
150	Ability to log a service against any authorization for a given individual.				
151	Ability to support program (E.g. skill building, day treatment) billing rules based on units not defined per 30 or 60 minute increments.				
152	Ability to generate, collect/record data within a template, and print authorizations. (E.g. Standard & Pre-Authorizations)				
153	Ability to automatically set to a default of self-pay when no other valid insurance is identified.				
154	Ability to establish Debt Set-off payor with Virginia Department of Taxation as the payor tier AFTER self-pay for individuals who can be turned over to debt set-off for collection.				
155	Ability to identify an encounter or episode of care as non-billable.				

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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291	Ability to view notes from individuals prior appointments and copy those notes into the current progress note				
292	Ability to design custom progress notes based on a individuals reason for visit				
293	Ability to generate a visual indicator when the recorded value is outside the defined measurement range (examples below): - TSH (Thyroid Stimulating Hormone) Range for level: 0.450-4.5 - Lithium level Range: 0.6–1.2 - Depakote level Range: 50-120 - Tegretol level Range: 4-12 - Clozapine total level Range: 350-900 - WBC count Range: 3.4-10.8 - ANC Range: 1.4-7.0				
294	Ability to capture any blood born pathogen (E.g. HIV Status, Hepatitis, etc.)				
Communications					
295	Ability to support distribution of electronic statements.				
296	Ability to support the individual's ability to opt in/out of receiving electronic statements sent via email or text				
297	Ability to send electronic payment reminders and collection notices via text and email.				

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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804	Ability to create custom report queries sorted and group by one or more programs, services, and providers				
805	Ability to create custom report formats				
806	Ability to create custom printable forms with defined prefilled content				
807	Ability for each user to customize their "home" screen				
808	Ability to turn custom reports and/or queries into interactive dashboards with drill-down capability.				
809	Ability to edit data within a dashboard.				
810	Ability for user to include dashboards on their "home" screen.				
811	Ability for administrators to develop reusable dashboards.				
812	Ability for users to develop their own custom dashboards and share them based on appropriate security.				
813	Ability for users to modify and save an existing dashboard as a new one.				
814	Ability to turn any report or query into a user definable chart. (E.g. pie chart, bar chart, etc.)				
815	Ability to save the output of a report or query for future viewing.				
816	Ability to print all or sections of a report or query.				
817	Ability to export the contents of report or query. (E.g. MS Excel, comma delimited file, XML file, PDF, etc.)				
818	Ability to drill into the details within any report or query that summarizes data.				

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

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

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

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

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

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

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886	Ability to establish and maintain a central scheduling by type (E.g. home visits)				
887	Ability to create and maintain standard individual staff schedules to identify staff availability				
888	Ability to support unlimited staff member participation within a group activity, consultation team meeting, or appointment				
889	Ability to show scheduled appointments with associated staff member(s) within an individual's medical record				
890	Ability to exchange or add a staff member to an appointment				
891	Ability to identify the location of service when scheduling appointments				
892	Ability to track reasons codes for no shows/cancellations for all programs				
893	Ability to schedule a recurring group session				
894	Ability to assign/schedule an unlimited number of staff to a				
895	Ability to schedule individuals to a single or recurring group session				
896	Ability to schedule an ad-hoc group session				
897	Ability to schedule an individual for overlapping activities within a given day				
898	Make appointment requests via online portal to see primary provider				
899	Ability to electronically see staff availability (E.g. single or group providers in one menu)				
900	Ability to manage staff availability				

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

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

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

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

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

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950	Ability for individual chart flags, notifications, and alerts to be viewable to scheduler to assist with scheduling appointments (E.g. Individual due for annual wellness assessment)				
951	Ability to document an individual's appointments with outside providers on the master schedule				
952	System that will not allow appointments to be scheduled when treatment plans and/or case is closed, and alert providers				
953	Able to look up appointments that are on hold (when unable to create appointment due to no treatment plan/services available)				
954	Ability to change services instead of having to cancel existing appointment and then input the new service				
955	When appointment is canceled, should show the date of the actual scheduled appointment and when it was actually canceled and immediately allow that time slot to be opened up for the next client				
956	Should be able to change providers of scheduled services from one to another without having to cancel and reschedule the service (example: one provider out sick but co-worker able to see the client instead of rescheduling)				
957	Easy search for appointments by staff or individual				
958	Easy way to schedule individual's for group treatment				
959	Easy scheduling times (some use 20 minute increments, some use 30 minute increments, etc.)				

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

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973	Ability for staff to fill out the agency's significant event reporting form with only applicable information also being logged in the individual's medical record				
974	Ability to track individual complaints as significant events				
Treatment Plan					
975	Ability to identify individuals who have an active episode of care and are currently admitted to a program				
976	Ability to identify if a diagnosis is expired and its associated effective date				
977	Ability to capture Service sub type (E.g. face to face) for Annual planning or Quarterly Reviews				
978	Ability to expire a treatment plan				
979	Ability to only enable one active treatment plan for a given service				
980	Ability to view a client's treatment plan details at the agency, program, and service levels				
981	Ability to concurrently have active treatment plans, as well as draft inactive treatment plans under development				
982	Ability for each service provider to develop a service level treatment plan within a program				
983	Ability to create treatment plans that identify daily/weekly tasks to be completed by facility staff				
984	Ability for the system to notify/alert a supervisor when treatment plan daily/weekly tasks are not completed				

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985	Ability to develop a separate section of DD treatment plan for an individual's learning plan				
986	Ability to create and maintain a learning plan with target foals and associated progress via checklist and supporting narrative text entry				
987	Ability for the system to notify a supervisor if a checklist item is not completed				
988	Ability to track and provide visual indicators to communicate individual progress status				
989	Ability to automatically notify the primary treatment provider/therapist and/or other key staff (E.g. Primary Clinician) of case/medical record updates by another clinician (E.g. Diagnosis, user defined data fields, Treatment Plan drivers/impacts) and/or specific actions. (E.g. TDO petition, adding or removing a diagnosis, etc.)				
990	Ability to exclude expired diagnosis from active display.				
991	Ability to provide decision support/clinical pathways for alerts (E.g. drug-disease interactions, suggested diagnoses, suggested tests to run, etc.) to providers/clinicians during appointment.				
992	Ability to add, rank, edit, and share diagnosis.				
993	Ability to execute electronic Informed Consent for medications. (E.g. Suboxone, Clozapine, Controlled med consent, etc.)				
994	Ability to delegate activities to other approved providers.				

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995	Ability to identify approval requirements for different types of encounters and/or services.				
996	Ability to have system flag non-compliance with treatment plan and/or run reports for variance against plan.				
997	Ability to set a reminder for the primary provider to follow up with a treatment provider to gain approval for scheduling an individual if the initial request was rejected.				
998	Ability to establish a single treatment plan for a given individual where multiple programs can contribute program treatment plan content and associated notes.				
999	Ability to assign a provider to contribute to a specific treatment plan section.				
1000	Ability to track progress against state immunization requirements for an individual served. (E.g. used in ICF, Infant Program, Family First, etc.)				
1001	Ability to track progress against standard prenatal requirements for an individual served. (E.g. Family First)				
1002	Ability to alert case manager when an individual has not had required immunizations. (E.g. Infant and/or Family First program)				
1003	Ability to assign two primary case managers to one episode of care for an individual. (E.g. Infant Services / Families First)				
1004	Ability to alert the case manager when an individual is approaching the age limit for eligibility to any specific service or program based on captured date of birth.				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number **	Offeror Response
1005	Ability to log and track mother's prenatal visits.				
1006	Ability to identify a "Level of Care" value for a case, and have the level of care link to a default treatment plan. (ex 1,2,3 for Families First Program)				
1007	Ability to assign frequency for services by "Level of Care".				
1008	Ability track the date the "Level of Care" was changed, by whom, and the reason code.				
1009	Ability to view a master treatment plan that consists of all active treatment plans				
Workflow Management					
1010	Ability to set customized permissions on workflows.				
1011	Ability to support multi-level workflow administration. (E.g. Agency administration for agency-wide workflow changes, and Program Managers to adjust workflow rules within their specific program flows)				
1012	Ability to trigger a clinical review or clinical staffing based on a user-defined event(s)/thresholds (E.g. hospitalizations per patient or program).				
1013	Ability to identify mandatory or optional fields on all data entry fields.				
1014	Ability for the system to support a custom workflow for a nonresident individual to receive BRBH services				
1015	Ability to configure customizable workflows.				

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1016	Ability to establish an inventory of "Services" and associated metadata. (E.g. Associated characteristics/activities/workflow requirements)				
1017	Ability to override mandatory record fields based on given "Service". (E.g. Admin without clinical assessment)				
1018	Ability to support branching workflows.				
1019	Ability to establish automated business rules to drive unique workflows by flag. (E.g. based on X insurance flag, the individual must see Y assessor)				
1020	Ability to support user defined activity requirements within a workflow, track activity status, and automatically indicate to the user that a requirement has not been fulfilled.				
1021	Ability to track length of time spent in each component of an individual's workflow (E.g. Prescreen, Waiting Room time, Intake, Initial Assessment, etc.)				
1022	Ability for the system send a message and add a task to another provider's work listing for a secondary progress note signature.				
1023	Ability for workflow to manually route case/individual back to queue outside normal flow. (E.g. flexibility to do assessment first, then come back to intake)				
1024	Ability to customize business rules to enhance workflow logic.				
1025	Ability to capture reason codes for exception process actions. (E.g. Discharge, appointment cancellations, etc.)				

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1026	Ability for the system to perform a quality/compliance checklist audit. (E.g.. indicate all items that need to be completed or corrected) (E.g. prior allowing a discharge, to move to next workflow step, etc.)				
1027	Ability to customize workflows based on the "Priority" population for individuals identified.				
1028	Ability to support policy exceptions within a workflow and/or data fields (E.g. No-Shows, Billing/No payment, Excessive Cancellations, etc.), and communicate the exceptions within a individual's medical record				
1029	Ability to establish standard policies and workflow triggers for No-Shows and cancellations.				
1030	Ability to modify the standard policy/workflow based on unique program needs/requirements.				
1031	Ability to require additional staff review and sign-off before finalizing a submitted service(s). (E.g. review contractor or new provider entry prior to releasing for billing)				
1032	Ability to require additional staff review and sign-off before finalizing a progress note.				
1033	Easy to find demographic information				
1034	Auto-populate effective dates				
1035	Clinical alerts that do not allow staff to continue without completing all required parts of a form/assessment.				
1036	Improved workflow with one direct way to complete task.				

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1037	Ability to view more data at a time in an individual's chart.				
1038	All documents (internal forms and scanned documents) in one location together for easy retrieval.				
1039	Ability to access medication and diagnosis information from internet to provide to patient/assist with treatment plans (for docs).				
1040	Treatment history page should show name of service provider, actual type of service, date began and date ended and able to organize by provider or date (date info was entered on the tab is useless)				
1041	Treatment history page should have pertinent info at-a-glance and only click entry to open for address/contact # of service, ROI, and D/C paperwork attached which can also populate in attachment section				
1042	Vitals page should show all that has been entered with one click to organize/show most recent at top				
1043	Be able to print the treatment plan the way it looks when entered so do not have to go in and link everything first				
1044	Be able to look up individual by alias names they use				
1045	Once face sheet completed, auto-populate ROI that has to be signed or highlighted in color until completed.				
1046	If completing more than one release, auto-populate authorized representative/guardian/parent names, dates, and other standard information on all ROI forms				

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Requirement ID	Requirement Description	Offeror Response	Level of Effort H/M/L ***	Proposal Page Number **	Offeror Response
1047	Tally of contacts over period of time to use for Quarterly Reviews (E.g. during last 90 days, how many phone contacts, face to face visits, client-related services, etc.)				
1048	When an individual is checked in, checkbox in the EHR that lets staff who have an appointment scheduled with the individual know they have arrived				
1049	Auto-populate treatment plan goals and objectives into the progress note so you don't have to use a template to complete the progress note.				
1050	Bed search - Load the completed bed search automatically into the record without having to type it over again				
1051	Bed search - Have a checkbox that is time stamped that shows which hospital was contacted and at what time.				
1052	Prior Authorizations - Want the PA forms be a part of the EHR so that information already being entered could auto-populate onto the form so staff do not have to double document (put info in chart and then turn around and have to fill out PA too).				
1053	Community Consumer Submission (CCS) or new State Reporting Solution needs to be better integrated.				
1054	Arm bands/client identifiers to scan, making required 15 minute bed checks easier.				
1055	Progress notes should have a header with the individual's name and date of birth and provider at the top of the page along with Provider signature at the bottom.				

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1056	Referral page should be organized by either the referral type or the date of the referral but be able to populate either way				
1057	Progress notes should not allow overlapping entry at the time of entry on specific services (individual cannot have two services at one time and provider can only provide multiple services at one time if it was a group)				
1058	Alert providers to overlapping note situations				
1059	Incomplete forms (of any type) show in color the missing information				
1060	Filter forms that are expired - only populate current ones				
Workload Management					
1061	Ability to transfer full case load assignments from one provider to another on mass (E.g. One doc leaves and new one takes over cases and appointments) and retain historical information for original doc.				
1062	Ability to track and view Program / Provider capacity.				
1063	Ability for the supervisor to view each case manager's current work load when evaluating caseloads or assigning them to a new individual being served.				
1064	Ability to manage case load capacity and to perform load balancing functions across assigned case managers				
1065	Ability for a supervisor to define rules that would highlight when a staff member's load may be too heavy				

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1066	Ability to do case load balancing for providers/team				
1067	Ability to support provider case load management. (E.g. number of kids multiplied by frequency)				

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Attachment F

Proprietary Information Identification

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

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

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

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

Signature: _____ Title: _____

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

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

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

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25	Agency	LIPOS Actual and Obligated Data Report	Detailed report showing utilization of LIPOS funding by CSB and by hospital; client legal status; payments and funds encumbered, state hospital transfers	Support Executive and Senior Leadership Team and goes to DBHDS	Excel				
26	Agency	RAFT/DAP, ICRT Step-down & SUDS detox for hospital diversion	an informal utilization report for our program lead at DBHDS at the end of the FY	Support Executive and Senior Leadership Team and goes to DBHDS	Narrative summary				
27	Agency	Adult Services Competency Restoration Reports	Disposition of restoration cases (per unique indiv)	Support Executive and Senior Leadership Team and goes to DBHDS	excel				
28	Jail	MH Docket	Court data provided quarterly to DBHDS	DBHDS requirement	Excel				
29	Crisis Services	CEPP	Crisis education and prevention plan - required for crisis platform and potential integration	Crisis Continuum safety and discharge plan	Custom state report format				
30	Agency	PHQ9	Depression screening required for SAMSHA	depression screening	Excel				
31	Agency	Columbia	Suicidality screening required for CCS outcomes	suicidality screening	Custom state report format				

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32	Agency	Region 3 - Commitment Hearing Disposition	List of hearing outcomes from individuals seen by Richmond hearing team from Richmond area hospitals and St. Mary's hospital when RBHA Crisis TDOs an individual	Regional requirement	Excel				
34	REACH/DD	Part V (PCP)	Waiver and Non-Waiver service plan for DD residential clients	treatment planning, WAMS	Custom state report format				
35	REACH	Crisis Services Assessment	Mobile Crisis, Crisis Stab and Crisis Prevention Services Assessment (meets billing requirements for all three); Developed by DBHDS; currently a standardized REACH (statewide) assessment	Assessment for service delivery	Custom state report format				
36	RCSU	Crisis Services Plan	Mobile crisis, crisis stab, and crisis prevention treatment plan (DBHDS statewide REACH document)	Treatment plan for service delivery	Custom state report format				
37	RCSU	CSU Monthly Utilization Report	Detailed spreadsheet, capturing 12 data fields for all CSU monthly admissions/DCs. Breakdown of all Regional CSB's monthly admissions, DCs and total Bed Days. Total number of monthly Hospital Stepdowns and from what hospital(s). Monthly utilization rate, average census and average length of stay (LOS). Monthly break down of Discharge Dispositions. Medicaid bed days, denials, cancellations and TDOs.	Serves multiple purposes; Aspects report of sent to DBHDS (Sonya Charles). Aspects of report are shared in quarterly regional stakeholder meetings. Report shared with RBH Leadership teams.	Excel				
38	RCSU	CSU Monthly Performance Data	DBHDS designed spreadsheet where we input # of referrals, accepted, TDOs, admissions, admissions after hours and step downs from State Facility. Notate and date 10 different policy reviews were completed.	DBHDS required to track performance data	Excel				
39	OTP-Recovery Plus (SUD)	SOTA OTP Statistical Report	SOTA OTP Statistical Report	Required by SOTA to report on specific demographic data, caseload numbers. Report shared with DBHDS	Word doc. submitted to SOTA and DBHDS				
40	OTP-Recovery Plus (SUD)	SOTA Quarterly Staffing Plan Report	SOTA Quarterly Staffing Plan Report	Staffing plan required by SOTA and DBHDS on a quarterly basis (title, name, date of hire, date of separation, credentials, caseload, work hours)	Word doc. submitted to SOTA and DBHDS				
41	OTP-Recovery Plus (SUD)	NTP Access to Controlled Substances	NTP Access to Controlled Substances	Required by DEA for notice of inspections of controlled premises (visits, announced and unannounced)	Excel				
42	Emergency Services	ES Activity and Exceptions Report	Report detailing number of prescreenings and outcomes.	Submitted to DBHDS	Excel				

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F = Fully Provided "Out-of-the-Box" (no configuration needed)

C = Fully Provided with user based Configuration (no changes to underlying source code; configuration set by user within

CP = Fully Provided with technical Configuration (no changes to underlying source code; configuration set outside of the

D = Custom Development to Underlying Code

RT = Can be created by customer with customer report

OR = On Companies Product Roadmap (please include

TP = Accomplished through Third Party Software

NA = Not Available

*Requirement ID - Used only to uniquely identify each requirement for internal purposes.

**Proposal Page Number: Offerors should reference the page number(s) in the body of the proposal where additional information may be found

*** If additional effort /cost is applicable to meet this requirement, please indicate your assessment of the level of effort involved (High, Medium or Low)

Report ID	Name or	Name	Description	Purpose	Output Format	Offeror	Level of Effort	Page	Offeror Comments
43	QA/Compliance	Assessment Report	Completed assessments by clients or assignment server or program or encounter; specify filters	Compliance	SQL				
44	QA/Compliance	Timeliness of Entry		Compliance	SQL				
45	AMH	Annual Physical Report	Quality report to internally track AMH client annual physical exams by caseload	Tracks up to date annual physical reports for AMH CM team	Excel				
46	Outpatient	SOAR Report	Report Detailing SU clients	Tracks number of individuals in SU Outpatient and SU Case Management	Excel				
47	Emergency Services	CIT	Report detailing ES clients	Submitted to DBHDS	Excel				
48	QA/Compliance	Notes Report	Saved not Signed Notes	Compliance	SQL				
49	QA/Compliance	Termination Report	Summary of not finalized documentation or missing documentation	Compliance	SQL				

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

Attachment H – BRBH Clinical Assessments and Forms

Document Title
90 Day Face-to-Face
ACT 30 Day ISP Review Note
ACT 90 Day ISP Review Note
ACT Continued Stay SRA or ACT Continued Stay Request
ACT Initial SRA or ACT Initial Request
ACT Medication Delivery Authorization
Adolescent DBT Contract
Adult DBT Contract
Adult Intake Services Screening
AETNA SRA (Preferred Providers Only) Form
AGSH Evaluation
AGSH Participant Agreement
AIMS
Amendment to Medical Record
Appointed Authorized Representative Review or Authorized Rep Review

ASAM Criteria
Title as appropriate: MNC 3.5/3.7, MNC SUD Day Treatment (ASAM 2.5) or MNC SUD Intensive Outpatient (ASAM 2.1) or MNC SUD Outpatient (ASAM 1.0)
Auth to Release PHI
Auxiliary Grant in Supportive Housing Evaluation
Behavior Management Notification
Benzodiazepine WD Scale
BHVA Attended PCP
BMI Follow Up
BRBH Provider Information
C&A Psychiatry Med Consent
CANS Re-Assessment
Capacity Evaluation
Case Support Monthly Report
CCC+ Medallion 4.0 Crisis Intervention Continued Stay Service or CCC+/Med4 Crisis Int Cont Auth
CCC+ Medallion 4.0 Crisis Stabilization Continued Stay Service or CCC+/Med4 Crisis Stab CS Auth
CCC+/Med4 Crisis Stab Reg or CCC+/Med4 Crisis Stab Reg
CCC+/Medallion 4.0 Discharge Notification or CCC+/Med4 Discharge Notif

CCC+/Medallion 4.0 Mental Health Case Mgmt Service Registration or CCC+/Med4 MH Case Mgmt Reg
CCC+ Medallion 4.0 Mental Health Skill-Building (MHSS) H0046 CONTINUED STAY Service Authorization/Request Form or CCC+/Med4 MHSS Cont Stay Auth
CCC+ Medallion 4.0 Mental Health Skill-Building (MHSS) H0046 Initial Service or CCC+/Med4 MHSS Init Auth
CCS3 Corrections
Child Intake Services Screening
Client Referral Form
Clinical Institute WD Assess
Clinical Opiate WD Scale
Closed Client Note
Columbia-Suicide Screening
Comprehensive Needs Assessment
Confidentiality
Consent for Treatment
Consent to Record
Co-Response Summary
Crisis Education and Prevention Plan
CSA Service Coord Note

CSSRS Risk Assessment
CSU Intake Packet
CSU Physical Exam
CSU Suboxone Treatment Agreement
CYFS Substance Use Assess Note
CYFS Substance Use Assessment
Daily Living Activities
Daily Living Activities Youth
DD Crisis Risk Assess Tool
DD On-Site Visit Tool
DD Optional ECM Form
DD Annual Risk Awareness Tool
DDID Face to Face
DDID Monthly Service
DD Waiver Quarterly Review
Deceased Client Note
Designation of BRBH Appointed Authorized Representative
Developmental Disability Waivers Priority Criteria Checklist

Diagnosis Review
Discharge Instructions
Disclosure Log
DMAS Developmental Disability Right to Appeal/Notification of Action
DMAS Right to Appeal/Notification of Action
Drug Alcohol and Point of Care Testing
Engagement Specialist Contact
Enhanced Case Management
Fall Risk Assessment Tool
Family Member as Provider Supporting Documentation Form
FCT Monthly Report
FFT Continued Stay SRA
FFT Family Self Report
FFT Initial SRA
FFT Monthly Report
Financial Contract
GPRA Consent

GPRA Survey
Health Assessment/Comorbid Screening
Human Rights
IACCT Clinical History
IACCT Psychosocial Assessment
ID Waiver Individual Choice
Independent Assessment Certification and Coordination Team (IACCT) SRA
Intensive Care Coordination Meeting Summary
Intensive Care Coordination Monthly Report
Intake Packet
ISP Review
Link "2" Recovery Treatment Agreement Includes the Consent to Treatment for Buprenorphine
Magellan Crisis Stabilization Registration
Magellan Discharge Form
Magellan Mental Health Case Management Registration
Magellan Mental Health Skill-Building Services (MHSS) Continued Stay Request Adult Age 21 and Over

Magellan Mental Health Skill-Building Services (MHSS) Initial Request Adult Age 21 and Over
MAHC-10
MAT Evaluation Link
MAT Evaluation PS
MAT Follow-Up Note Link
MAT Induction
Metabolic Syndrome Screening
Metabolic Syndrome Screening (Autotext)
MNC ACT
MNC CSC
MNC DD CM
MNC FFT
MNC ICC
MNC ID CM
MNC MH CM Adult
MNC MH CM At-Risk SED
MNC MH CM SED
MNC MHSS

MNC MH Outpatient Counseling
MNC Mobile Crisis
MNC Peer Services
MNC RCSU
MNC SUD CM
MNC SUD Day Treatment (ASAM 2.5)
MNC SUD Intensive Outpatient (ASAM 2.1)
MNC SUD Outpatient (ASAM 1.0)
Mobile Crisis Response Comprehensive Assessment/MNC
Notice of Provider's Receipt of Licensure Supervision
Notification of Risk
Nursing Intake
Orientation ACC DD CC
Orientation ACC MH CC
Orientation ACT
Orientation ALF
Orientation Coordinated Specialty Care
Orientation CYFS ID/DD CM

Orientation CYFS MH CM
Orientation CYFS OP
Orientation FCT
Orientation FFT
Orientation Forensic Services
Orientation LINK
Orientation LINK Kids MH CM
Orientation MHSS
Orientation Mobile Crisis
Orientation OCS MH Services
Orientation OCS SUD Services
Orientation Peer Recovery Services
Orientation Psych Services
Orientation Therapeutic Docket
Outreach Services Permission Form
Participation Agreement
PCP Non-Waiver
PCP Notification

Person Centered Plan (DD/ID Services) Note
PHQ-9 Depression Scale
Physician Contact Note
Physician MHSS Recommendation
Physician Progress Note
Post-Booking Screening
Preadmission Screening
Prescreen Local Use
Prescreen Supplement
Primary Care Screening
Private/Commercial Insurance Verification
Provider Choice Form
Provider Information for CCC+
PS Controlled Substance Contract
PS Buprenorphine Contract/Consent
PS Review of Systems
PSH Change in Income
PSH Income Statement
PSH Participant Agreement

PSH Priority Checklist LINK
Psych ROS
Psychiatric Evaluation
Quarterly Review
Recovery, Resiliency and Wellness Plan
Referral Destination
Registered Client Note
Release from Responsibility
Residential Crisis Stab Continued Stay
Restoration Note
Restoration Plan
REVIVE! Training Acknowledgement
Revoke ROI
RVJDC Weekly Note
Safety Plan
Safety Plan - DBT Additional Info
Same Day Access Assessment
SED Checklist

Service Authorization Review Form Extension Request (indicate ASAM level) or ARTS Extension Request
Services Authorization Review Form - Initial Requests (list ASAM level) or ARTS Initial Request
Service Registration ARTS/MHS
SH Priority Checklist
SMI Checklist
State Facility Contact
Substance Use Case Management Registration Form ARTS SUD CM Registration
SUD Hospital Liaison Contact
Supplemental Needs/Risk Assess
Supportive Housing Assessment
TB Screening PPD (CSU)
Telehealth Informed Consent
Therapeutic Docket SMI Screening
Treatment Effectiveness Assessment
Treatment Plan Signature
United SRA Crisis/Crisis Stab Clinical Que...
United SRA ICT Clinical Questions
United SRA MHSS Clinical Questions

VA Clinical Facesheet
VA Discharge Summary
VA Informed Choice
VIDES Adult
VIDES Children
Virginia Veterans Services Referral
Vivitrol Treatment Consent and Agreement Form
Voter Registration
WaMS CCS3 Data Collection

REQUEST FOR PROPOSAL
ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM

RFP#: 2024EHR

Attachment I

GENERAL CONDITIONS

THIS Business Associate/Qualified Service Organization agreement ("Agreement") is made as of **DATE** by and between **Blue Ridge Behavioral Healthcare** (herein referred to as "Covered Entity"), with an office at **301 Elm Avenue, Roanoke, VA 24016** and **VENDOR** (herein referred to as "Business Associate/Qualified Service Organization").

This Agreement constitutes a non-exclusive agreement between the Covered Entity, which provides mental health, intellectual/developmental disability and substance abuse services, and the Business Associate/Qualified Service Organization named above. Except as otherwise limited in this Agreement, Business Associate/Qualified Service Organization may use or disclose Protected Health Information ("PHI") to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in contract with said Business Associate/Qualified Service Organization of same date ("Designated Functions"), provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

The Covered Entity and Business Associate/Qualified Service Organization, as those terms are defined in 45 C.F.R. § 160.103 of the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"), promulgated by the U.S. Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. Parts 160 & 164 and 42 CFR Part 2, have entered into this Business Associate/Qualified Service Organization Agreement to comply with the requirements of the Privacy Rule, as well as to satisfy our duty to protect the confidentiality and integrity of PHI as required by other federal or state law, Department policy, professional ethics, and accreditation requirements.

Business Associate/Qualified Service Organization acknowledges that as it is also a Qualified Service Organization Agreement pursuant to 42 CFR Part 2 to the extent it may provide services to clients of a substance abuse program as defined by 42 CFR 2.11 and accordingly in receiving, storing, processing, or otherwise dealing with any patient substance use application, enrollment and treatment records, it is fully bound by 42 CFR Part 2; and if necessary, will resist in judicial proceedings any efforts to obtain access to substance use patient records except as permitted by 42 CFR Part 2.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

I. Definitions.

As used in this Agreement, the terms below will have the following meanings:

- A. Individual. "Individual" shall have the meaning as set forth in 45 CFR § 164.501, which includes without limitation, patients of Covered Entity, and a person who qualifies as a personal representative in accordance with 45 CFR § 164.502 (g).
- B. Privacy and Security Rules. "Privacy and Security Rules" shall mean the Standards for Privacy of individually Identifiable Health Information at 45 CFR Part 160 and 164 and HITECH at 42 U.S.C. § 17921 et seq.

C. Protected Health Information. "Protected Health Information (PHI)" shall have the meaning set forth at 45 CFR § 164.501, which includes, without limitation the information that is created or received by Covered Entity that relates to the health of provision of health care to, or payment for health care of, and Individual.

D. Required by Law. "Required By Law" shall have the meaning set forth in 45 CFR § 164.501.

E. Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services and his/her designee.

F. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized use, disclosure or destruction of information or interference with system operations in an information system.

G. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the meaning set forth in 17932(h)(1) and applicable regulations.

H. Qualified Service Organization. "Qualified Service Organization" shall have the meaning set forth in 42CFR 2.12(c)(4).

II. Term

The term of this Agreement will commence on **DATE** and will continue until terminated as provided hereunder.

III. Notices

All Notifications required under this Agreement should be sent through first class mail to:

Continuous Quality Improvement Officer
Blue Ridge Behavioral Healthcare
611 McDowell Avenue SW
Roanoke, VA 24016

IV. Responsibilities of Business Associate/Qualified Service Organization

A. The Business Associate/Qualified Service Organization shall be subject to the following obligations under 42 CFR Part 2, HIPAA and HITECH Privacy and Security Rules, made applicable under ARRA:

1. Administrative safeguards
2. Technical safeguards
3. Physical safeguards
4. Implementation of reasonable and appropriate policies and procedures to comply with the Security Rule.
5. Train employees in information security and have a sanctions policy for failure to comply with privacy policies and procedures
6. Designate a security officer
7. Conduct an information security risk analysis
8. Develop a complaint procedure and risk management remediation plan

- B. Use or Disclosure of Information. The Business Associate/Qualified Service Organization shall not use or disclose PHI other than as required to perform the Services or as required by law. However, the Business Associate/Qualified Service Organization may use PHI for purposes of managing its internal business processes relating to its functions under this Agreement. The Business Associate/Qualified Service Organization shall at all times comply with the provisions of the Privacy and Security Rules applicable to the Business Associate/Qualified Service Organization.
- C. Safeguards. The Business Associate/Qualified Service Organization shall employ administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information as required by 42 CFR Part 2, 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, including, without limitation, appropriate training and discipline of the Business Associate/Qualified Service Organization's work force and restrictions on access to Protected Health Information.
- D. Mitigation. The Business Associate/Qualified Service Organization shall immediately mitigate any harmful effect resulting from use or disclosure of PHI by the Business Associate/Qualified Service Organization, or its agents or subcontractors, in violation of the requirements of this Agreement.
- E. Breaches. The Business Associate/Qualified Service Organization will comply with breach notification requirements under ARRA (42 CFR Part 2, 45 CFR Part 164, Subpart D) and will notify the Covered Entity of the inappropriate release or disclosure of PHI. The notification will include the identity of each individual whose unsecured PHI has been or is reasonably believed to have been, accessed, acquired, or disclosed during such breach.
1. Following discovery of a breach of unsecured PHI, the Business Associate/Qualified Service Organization will:
 - a. Notify each individual whose unsecured PHI has been or is reasonably believed to have been accessed, acquired, used or disclosed as a result of the breach in writing. Notification is required without delay, but in no case later than required by law after the discovery of the breach.
 - b. Notify individuals of steps they should take to protect themselves from harm from the breach and provide a brief description of the action being taken by the Business Associate/Qualified Service Organization to mitigate the harm and protect against further breaches, and contact information all must be included. (See 42 CFR Part 2 and 45 CFR §164.404)

2. Elements of notification are: a brief description of what happened, including the date of the breach and date of discovery of the breach, a description of the types of PHI that were involved, i.e. full name, social security number, home address, account number, diagnosis or other information involved.
 3. A breach shall be treated as discovered as of the first day it is known or would have been known, if reasonable diligence was exercised. The Business Associate/Qualified Service Organization shall take reasonable steps to cure a breach of PHI.
 4. The Business Associate/Qualified Service Organization will comply with 42 CFR Part 2, 45 CFR §164.406 and 408 if the breach involves more than 500 persons.
 5. The Business Associate/Qualified Service Organization shall notify the Covered Entity upon the Business Associate/Qualified Service Organization's discovery of a breach of Unsecured Protected Health Information within twenty-four (24) hours of the Business Associate's discovery of such breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- F. Disclosure and Confidentiality. The Business Associate/Qualified Service Organization must have a confidentiality agreement in place with individuals of its workforce who have access to PHI. The Business Associate/Qualified Service Organization must provide the covered entity with a sample Authorized Workforce Confidentiality Agreement. Issuing and maintaining these confidentiality agreements will be the responsibility of the Business Associate/Qualified Service Organization. The Covered Entity shall have the option to inspect the maintenance of said confidentiality agreements.
- G. Disclosure to workforce. The Business Associate/Qualified Service Organization shall not disclose PHI to any member of its workforce except to those persons who have authorized access to the information, who have received privacy training in PHI, and who have signed an agreement to hold the information in confidence.
- H. Access and Amendment to PHI:
1. Right of Access: Upon written request from Covered Entity, the Business Associate/ Qualified Service Organization shall make an individual's PHI available to the individual and/or to Covered Entity within fifteen (15) days of an individual's request for such information as notified by Covered Entity.
 2. Right of Amendment: Upon written request from Covered Entity, the Business Associate/Qualified Service Organization shall make PHI available to Covered Entity for amendment and correction within thirty (30) days of notification by Covered Entity and shall incorporate any amendments or corrections to PHI.

- I. Reporting Noncompliance. The Business Associate/Qualified Service Organization shall report to the Covered Entity any Security Incident or other use or disclosure of PHI not expressly provided for by this Agreement within twenty-four (24) hours of the Business Associate/Qualified Service Organization's discovery of such use or disclosure.
- J. Disclosure to Third Parties. The Business Associate/Qualified Service Organization shall ensure that any agents and subcontractors to whom it provides PHI received from the Covered Entity (or created or received by the Business Associate/Qualified Service Organization on behalf of the Covered Entity) agree in writing to the same restrictions, terms, and conditions relating to PHI that apply to the Business Associate/Qualified Service Organization in this Agreement. The Covered Entity shall have the option to review and approve all such written agreements between the Business Associate/Qualified Service Organization and its agents and subcontractors prior to their becoming effective.
- K. Access and Accounting. Within ten (10) business days of receipt of a request from the Covered Entity, the Business Associate/Qualified Service Organization shall provide access to PHI and/or information relating to disclosures of PHI to the Covered Entity or, if directed by the Covered Entity, to an Individual in order to comply with the Individual's right to access Protected Health Information as provided in 42 CFR Part 2, 45 CFR 164.524 and/or the Individual's right to an accounting of disclosures of PHI as provided in 45 CFR 164.528. If an Individual makes a request for an accounting of disclosures directly to the Business Associate/Qualified Service Organization as provided in 42 V.S.C. § 17935(c)(3), the Business Associate/Qualified Service Organization shall provide such accounting to the Individual pursuant to 42 V.S.C. § 17935(c)(3). The Business Associate/Qualified Service Organization shall maintain an ongoing log of the details relating to any disclosures of PHI it makes (including, but not limited to, 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). The Business Associate/Qualified Service Organization shall, within thirty (30) days of the Covered Entity's request, make such log available to the Covered Entity, as needed for the Covered Entity to provide a proper accounting of disclosures to its patients.

Disclosure to U. S. Department of Health and Human Services (DHHS). The Business Associate/Qualified Service Organization shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the Covered Entity (or created or received by Business Associate/Qualified Service Organization on behalf of the Covered Entity) available to the Secretary of DHHS or its designee for purposes of determining the Covered Entity's compliance with HIPAA and with the Privacy Regulations issued pursuant thereto. The Business Associate/Qualified Service Organization shall provide the Covered Entity with copies of any information it has made available to DHHS under this section of this Agreement.

- M. Amendments. The Business Associate/Qualified Service Organization shall make any amendments to PHI that the Covered Entity directs or agrees to pursuant to 42 CFR Part 2 and 45 CFR 164.526 at the request of the Covered Entity, within ten (10) business days of the Business Associate/Qualified Service Organization 's receipt of such request.

- N. Compliance with Investigations. The Business Associate/Qualified Service Organization shall make all internal practices, books, records, and agreements with subcontractors and agents relating to the use and disclosure of PHI received or maintained pursuant to this Agreement available to the Covered Entity or the Secretary for purposes of determining the Covered Entity's and/or the Business Associate/Qualified Service Organization's compliance with the Privacy and Security Rules.
- O. Subpoenas. The Business Associate/Qualified Service Organization shall notify the Covered Entity within two (2) business days of the Business Associate/Qualified Service Organization's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate/Qualified Service Organization agrees to cooperate fully with the Covered Entity in such challenge.
- P. Indemnification. The Business Associate/Qualified Service Organization hereby agrees to indemnify and hold the Covered Entity, and any employees, officers, representatives, or agents of the Covered Entity, harmless from and against any and all liability and costs, including attorneys' fees, created by a breach of this Agreement by the Business Associate/Qualified Service Organization, its agent or subcontractors.
- Q. Obligations Regarding Electronic Protected Health Information: The Business Associate/Qualified Service Organization agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):
1. The Business Associate/Qualified Service Organization agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.
 2. The Business Associate/Qualified Service Organization will ensure that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of the Covered Entity agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of e-PHI.
 3. The Business Associate/Qualified Service Organization agrees to alert the Covered Entity of any security incident (as defined by the HIPAA Security Rule and 42 CFR Part 2) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to Covered Entity of any loss of data or other information system compromise as a result of the incident.

V. Termination

Covered Entity may immediately terminate this Agreement if Covered Entity determines that Business Associate/Qualified Service Organization has violated a material term of this Agreement. This Agreement may also be terminated by either party with not less than thirty (30) days prior written notice to the other party, which notice will specify the effective date of the termination' provided, however, that any termination will not affect the respective

obligations or rights of the parties arising under any Documents or otherwise under this Agreement before the effective date of termination.

Within thirty (30) days of expiration or earlier termination of this Agreement, Business Associate/Qualified Service Organization will return or destroy all PHI received from Covered Entity (or created or received by Business Associate/Qualified Service Organization on behalf of Covered Entity) that Business Associate/Qualified Service Organization still maintains in any form and retain no copies of such PHI. Business Associate/Qualified Service Organization will provide a written certification that all such PHI has been returned or destroyed, whichever is deemed appropriate. If such return or destruction is infeasible, Business Associate/Qualified Service Organization will use such PHI only for purpose that make such return or destruction infeasible and the provision of this Agreement will survive with respect to such PHI.

VI. Modifications or Waiver

This Agreement may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event will not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

VII. Amendment

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, Covered Entity may, by written notice to the Business Associate/Qualified Service Organization, amend this Agreement in such manner as Covered Entity determines necessary to comply with such law or regulation. If Business Associate/Qualified Service Organization disagrees with any such amendment, it will so notify Covered Entity in writing within thirty (30) days of Covered Entity's notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement by written notice to the other.

VIII. Governing Law/Venue

This relationship will be governed by federal law and the laws of the Commonwealth of Virginia. Exclusive venue for any dispute arising hereunder will be resolved in the courts of Roanoke, Virginia.

IX. Severability

If any clause or provision herein will 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 will not be affected and the remainder of this document between the parties will remain in full force and effect. Each of the provisions will be enforceable independent of any other provision and independent of any other claim or cause of action.

X. No Third-Party Beneficiaries

This Agreement is solely between and for the benefit of the Parties hereto. This Agreement is in no way intended to confer any rights, benefits or obligations to or on any third party.

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

BLUE RIDGE BEHAVIORAL HEALTHCARE

BUSINESS ASSOCIATE/QUALIFIED
SERVICE ORGANIZATION

BY: _____
Mark Chadwick
Chief Executive Officer

BY: _____
NAME
TITLE (If Know)

DATE: _____

DATE: _____

REQUEST FOR PROPOSAL
ELECTRONIC HEALTH RECORD MANAGEMENT SYSTEM
RFP#: 2024EHR
Attachment J