

The Grady Memorial Hospital Corporation  
d/b/a

# GRADY HEALTH SYSTEM

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**Remarkable Service Exceptional Care**

**GRADY HEALTH SYSTEM**

**Resource Management Department**

**REQUEST FOR QUOTATION**

**FOR**

**EHR CONSULTANTS**

**REQUEST FOR QUOTATION**

**09015IM**

**Request for Proposal Posted: JUNE 19, 2009**

**Pre-Proposal Conference: N/A**

**Proposal Due: July 2, 2009 at 4:00 PM EST**

## SECTION 1: OVERVIEW, QUALIFICATIONS & EXPERTISE

### § 1 Project Overview

In order to support the fast-track implementation of the *Epic* system at Grady Health System (GHS), approximately 47 consultants will be needed. GHS is currently accepting quotations from Epic approved vendors and Epic certified consultants. Since no single vendor is likely to meet all of our needs, selecting several vendors may be likely.

GHS hopes to have agreements confirmed early July 2009 with the first phase of consultants to begin work in mid-August. Of the total number of consultants required, approximately twenty (20) will be needed at the onset of the project, with the remaining consultants coming on board as the project picks up momentum in the September/October 2009 timeframe. Engagements will be for 12 months to 18 months. Some engagements may last for under 2-3 months for focused tasks.

GHS is looking for Epic approved, preferably certified consultants. Those consultants who are certified must have current certifications. Exceptions will be made for non-certified consultants, provided that they have sufficient experience using Epic systems and/or operate in a capacity whereby full certification may not be necessary (ie. training).

### Qualifications & Expertise

GHS requires the successful Proposer to exhibit the highest standards of integrity and work ethics (e.g. confidentiality, diligence and professionalism) and certification and/or proficiency using Epic systems.

## SECTION 2: SPECIFICATIONS / DESCRIPTION

### § 2 Scope of Services

In order to support the fast-track implementation of the *Epic* system at Grady Health System (GHS), approximately 47 consultants will be needed. GHS is currently accepting bids from Epic-approved vendors. Those consultants who are certified must have current certifications. Exceptions will be made for non-certified consultants, provided that they have sufficient experience using Epic systems and/or operate in a capacity whereby full certification may not be necessary (ie. training).

GHS is looking for the following consultant **roles**:

- analysts (approximately 30 - 35)
- trainers (approximately 7 - 8)
- database administrators (1 for Cache; 1 for Clarity)
- Interface analysts (approximately 2 - 3)

The Epic project will include the following **applications**:

1. ASAP ED
2. Ambulatory EMR
3. Cadence Scheduling
4. Willow Inpatient Pharmacy
5. Inpatient Documentation
6. Stork
7. CPOE
8. Optime OR (no anesthesia at this point)
9. Radiant Radiology
10. HIM
11. ADT & Prelude Registration
12. Resolute Hospital Billing
13. Beacon Oncology

**Consultants will be selected based on the following criteria:**

- Epic certification
- Epic expertise (application and role)
- Locality
- Pricing
- Availability (when available, and for how long)
- Economic Opportunity Plan (EOP) contribution

**Please respond to the following:**

1. Please provide resumes of your recommended consultants for this project; include:
  - Name
  - Qualifications
  - Certifications
  - Credentials
  - Pricing
  - Profile
  - Availability
  - Location
2. GHS may desire to hire many of the consultants as full time employees, either during or after the project. Please provide your policy on converting contract employees to full time employees.
3. How does your firm help to minimize and manage costs?
4. What background checks are performed on consultants (drug, criminal, credentials, and other screening)?
5. Consultant will be subject to hospital and department policies and procedures.
6. What level of client management oversight of consultants is provided?
7. What distinguishes you from the other consulting firms?
8. GHS is committed to ensuring that local, small, or economically disadvantaged businesses are given every opportunity to participate in contracting opportunities. Please describe your Equal Opportunity Policies and how you are going to apply them to this project.
9. Please include any value added recommendations that you may have.
10. A list of the names and addresses of at least three (3) clients for whom you have provided similar services as those you would provide to the Health System within the last two (2) years (complete with company contacts, email addresses and phone numbers); Major healthcare systems or providers are preferred. Please include a description of services being provided for each reference, including size of institution, and number of employees provided by your firm.

Indicate which senior level staff member(s) will represent your firm at meetings with GHS and what role they will play. It is also requested that you provide biographies of other key members in your firm whom you regard as key to the firm's governance or to a relationship with GHS. The Proposer shall also include an overview of its corporation which will include, but not be limited to a description of the corporation, length of time in business, market presence, financial stability, and a summary of the firm's project management and control policies.

**SECTION 3: REPRESENTATIONS AND INSTRUCTIONS**

**§ 3-A Instructions, Conditions, and Notices to Proposers**

**§ 3-A-1 Response Guidelines**

The information required by this RFQ is comprehensive and necessary for accurate Proposer selection. Please be concise with answers. Each applicable question must be answered. For questions deemed not applicable, please state "not applicable". Your RFQ response, in its entirety, will be included in the subsequent contract negotiated between GHS

and the selected Proposer. The response to this RFQ must be submitted **with one (1) original hard copy, two (2) CD's and three (3) printed copies of the proposal to Ivan L. Mann, CPPB, Resource Specialist at [imann@gmh.edu](mailto:imann@gmh.edu)**, Container must indicate this **RFQ # 09015IM** and the name of the company submitting the proposal on the outside of the container. All responses to the RFQ must be delivered to the Resource Management Department no later than **JULY 2, 2009 by 4:00 PM**. Any

questions or concerns regarding this RFQ need to submitted fax or email to the attention of Ivan L. Mann (fax) 404-616-8247 email: [imann@gmh.edu](mailto:imann@gmh.edu) by June 24, 2009 by 12:00 noon.

All forms in Appendices A, B, must be signed by an officer of the firm having the authority to make such offers, verifying that the proposal is valid and will remain valid.

Any cost incurred in the preparation and presentation of this response is to be absorbed by the Proposer. All documents submitted will become the property of GHS unless otherwise requested in writing by Proposer at the time of submission. Further, any materials submitted by Proposer that should be considered "CONFIDENTIAL" must be clearly marked as such. Submission of any materials, confidential or otherwise, will implicitly grant the right of use by the Corporation. All portions of the proposal that are not designated as confidential will become part of the public record immediately following an award. Documents designated as confidential will be treated as such to the extent

**Proposal Open Record:** If a request to inspect the proposal, or any portion thereof, is made by a third party, GHS will endeavor to treat all materials requested to be kept confidential and non-disclosable to the extent provided by the Georgia Open Records Act. The Proposer understands that GHS may be subject to the provisions of such Act together with the Uniform Trade Secrets Act. GHS will endeavor to inform the Proposer of any third party request for disclosure of such information pursuant to the Georgia Open Records Act or as may be otherwise made to Grady Health System.

If the Proposer requests that such information be held confidential and not disclosed by GHS, the Proposer will assume the defense of such position, up to and including litigation, and will indemnify, save and hold harmless GHS, its officers and employees, from any expense, fees, costs or liability associated with such third party request or such litigation. If the Proposer does consider the proposal or any portion thereof to contain confidential information, it shall submit a letter on the Proposer's letterhead signed by the owner or Chief Executive Officer, requesting that GHS treat the proposal confidential and private information to the extent possible under Georgia law. Otherwise, the Proposer agrees that its' submission may be deemed as public information.

**Regulatory and Ethical Compliance:** No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that, within the past five years, has been found in non-compliance with Georgia statutes or the standards and rules set by the Ethics Commission of the State of Georgia. (<http://www.ethics.state.ga.us>).

Prior to any contract award, GHS will verify that the prospective Proposer's company, officers and/or principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any Federal department or agency. This will be verified through the Office of Inspector General (OIG). If the Proposer and/or its principles appear on the OIG list, GHS reserves the right to reject the Proposer's proposal and refuse award of a contract.

**Notice of Award:** The notice of award is issued by the Resource Management Department. Unsuccessful Proposers shall be notified in writing, after award has been made.

#### SECTION 4: ECONOMIC OPPORTUNITY PLAN (EOP)

It is an overall objective of Grady Memorial Hospital Corporation d/b/a Grady Health System (GHS) to encourage involvement by local, small, or economically disadvantaged contractors and suppliers in business activities generated by GHS, while assuring that such activities will be conducted in accordance with all applicable laws. It is the declared policy and intent of GHS to strive to maximize participation of local, small, or economically disadvantaged businesses through all business contracting opportunities. GHS is committed to ensuring that local, small, or economically disadvantaged businesses are given

every opportunity to participate in contracting opportunities.

GHS prohibits discrimination on the basis of race, color, gender, religion, national origin, or disability in connection with employment of any person, or the award of any contract. GHS will provide equal opportunities without regard to race, color, gender, religion, national origin, or disability, by requiring that any vendor doing business with GHS provide equal opportunity to persons and businesses employed by, or contracting with the supplier of products and services to GHS.

The respondents must outline a plan of action to encourage and achieve participation by local, small or economically disadvantaged businesses as it relates to this RFQ.

**Past Performance:** Proposer shall (1) summarize in writing its past performance for client healthcare institutions in actively fostering the participation of local, small or economically disadvantaged businesses at all tiers of its GPO contracts utilized by the institution, (2) provide three (3) or more client references for this purpose for whom it has provided GPO services within the past two (2) years, with the name, phone number and e-mail of a specific knowledgeable contact person for each such client reference.

**Present Commitment:** Proposer shall submit in writing its present commitment and business plan to facilitate and promote the participation of local, small or economically disadvantaged businesses. Specific, measurable performance criteria for this purpose shall be included in the Proposer's submission which, subject to negotiation and mutual consent, shall be included in the awarded contract as measurable requirements of vendor performance for the duration of the contract.

**Post-award performance:** The specific, measurable performance criteria included in the proposal for present commitment to local, small or economically

disadvantaged businesses shall, subject to negotiation and mutual consent, become part of the awarded contract as specific, measurable requirements of vendor performance for the duration of the contract. **Include in your response your plan for participation on this contract. Identify the vendor/consultant that will be used, the scope of work they will be completing, their designation as either local, small or economically disadvantaged and a contact person, phone and email address.**

**EOP CERTIFICATION:**

I certify that the statements made by me in this Contract Compliance Section are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to debarment from participation in future GHS contracting opportunities, held liable for breach of contract and subject to the enforcement of any remedies available under the contract or as a matter of contract law. I agree that no changes shall be made to this section without the written consent of GHS.

Authorized Representative Signature

\_\_\_\_\_  
Title Date

**APPENDIX A: CONTRACT CLAUSES**

**Terms and Conditions**

Compliance with the following terms and conditions are required for any Proposer selected to provide goods, equipment, or services by the awarding of any Request for Quotation.

**§ 1: Product/Service Delivery Requirement**

Selected Proposer(s) must be able to provide awarded goods, equipment, services, or construction within 30 days of award, or sooner if specifically stated. Proposer's inability to supply awarded goods, equipment, services, or construction by stated time, subjects Proposer to immediate contract cancellation at the option of GHS.

**§ 2: Proposal Lock-In**

All proposals remain firm for minimum of one year.

**§ 3: Correct Billing Format Requirement**

When and if awarded, the quoted purchase order number for award of goods, equipment, services, or

construction will be stated on all invoices and packing slips. Without such documentation, payment for products/services received cannot be initiated. Original invoice should be one original and one carbon copy. Mail all invoices to:

Attention: Invoice Processing  
Grady Memorial Hospital Corporation  
Accounts Payable  
100 Edgewood Avenue  
Atlanta, Georgia 30303

**§ 4: Full Right of Rejection**

The right to reject any and all proposal submissions, WITH OR WITHOUT CAUSE, is reserved, i.e., no award, as is the right to selectively award any or all portions of this request for cost proposal. GHS reserves the right to rescind, with or without cause, any contract resulting from this request for cost proposal with 30 days written notice to the other party.

**§ 5: Substitution Policy**

Substitution of awarded products is not permitted without prior written concurrence of the Purchasing Department. If substitution(s) are approved, the Proposer will absorb the difference in cost of any higher cost substitution(s). Substitution(s) at less cost will amount to cost savings to GHS.

**§6: Limitation on Quantity of Proposal Submissions**

Proposers are RESTRICTED AND PROHIBITED from submitting more than one proposal submission per Proposer or joint venture. Submission of more than one proposal package (i.e., response to a request for quotation) will result in all submissions from that Proposer being disqualified. Alternate cost proposals may be provided for varying product brand names meeting stated specifications IN ONE PROPOSAL SUBMISSION.

**§7: Review of Proposer's Performance**

GHS reserves the right to closely monitor and review Proposer's performance and/or product quality for all contracts/purchase orders resulting from this RFQ, and to take any and all action deemed appropriate by GHS as a result of that review, to include Proposer's notice for required correction or change, or contract cancellation and termination without right of future proposal submission for a minimum period of one year. At minimum, such reviews will be conducted yearly.

**§ 8: Non Discrimination Provisions**

GHS prohibits discrimination on the basis of race, color, gender, religion, national origin, or disability in connection with employment of any person, or the award of any contract.

GHS will provide equal opportunities without regard to race, color, gender, religion, national origin, or disability, by requiring that any firm doing business with GHS provide equal opportunity to persons and businesses employed by, or contracting with the supplier of products and services to GHS.

**§ 9: Term**

The Term of this Agreement shall be 12-18 months or and may be longer or shorter depending on the engagement and will be mutually agreed upon by both parties after the award is made.

**§ 10: Payments to Proposer**

Payments to Proposer: All invoices upon receipt to GHS and approvals are net sixty (60) days.

**§ 11: Payments to Proposer-Availability of Funds**

It is understood that GHS shall be bound hereunder only to the extent that funds are available, or may hereafter become available, for the purposes of this Agreement

**§ 12: Termination**

GHS may, terminate Agreement at its convenience, with a thirty (30) days written notice. If GHS terminates for convenience, GHS will reimburse the Proposer for those costs incurred by the Proposer in good faith in connection with the services specified herein. The Proposer will have thirty (30) days from the effective date of termination to submit settlement costs pursuant to this clause.

**§ 13: Termination for Default for Nonperformance or Delay - Damages for Delay - Time Extensions**

**§ 13-1: Default**

If the Proposer refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will assure its completion within the time specified in this contract, or any extension thereof, fails to complete said work within such time, or commits any other substantial breach of this contract, and further fails within fourteen (14) days after receipt of written notification from the Chief Purchasing Officer to commence and continue correction of such refusal or failure with diligence and promptness, the Chief Purchasing Officer may, by written notice to the Proposer, declare the Proposer in breach and terminate the Proposer's right to proceed with the work or such part of the work as to which there has been delay. In such event The Authority may take over the work and prosecute the same to completion, by contract or otherwise.

**§ 13-2: Time Extension**

The Proposer's right to proceed shall not be so terminated nor the Proposer charged with resulting damage if:

- 1) The delay in the completion of the work arises from causes such as: acts of God; acts of the enemy; acts of GHS and any other governmental entity in either a sovereign or contractual capacity; acts of another Proposer in the performance of a contract with GHS; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or
- 2) The Proposer, within ten days from the beginning of any such delay (unless the

Chief Purchasing Officer grants a further period of time before the date of final payment under the contract), notifies the Chief Purchasing Officer in writing of the causes of delay. The Chief Purchasing Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the judgment of the Chief Purchasing Officer, the findings of fact justify such an extension;

**§ 13-3: Erroneous Termination for Default**

If, after notices of termination of the Proposer's right to proceed under the provisions of this clause, it is determined for any reason that the Proposer was not in default under this provision of the clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause providing for termination for convenience of GHS.

**§ 13-4: Additional Rights and Remedies**

The rights and remedies of GHS provided in these clauses are in addition to any other rights and remedies provided by law or under this contract.

**§ 13-5: Performance Bond**

At the request of GHS, Proposer may be required to submit upon notice of award a performance bond equal to no less than five percent (5%) of their proposal as surety for the acceptable completion of this contract per the specifications contained in this RFQ, and will be named GHS as obligee.

**§ 13-6: Liquidated Damages**

GHS shall be entitled to liquidated damages when the Proposer fails to complete the work or any portion of the work within the time or times fixed in the contract or any extension.

**§ 14: Compliance With a Drug Free Workplace Act**

To the extent applicable to the work hereunder, Proposer hereby certifies pursuant to the Drug-Free Workplace Act (O.C.G.A. § 50-24-1 through 50-24-6), that:

- 1) A drug-free workplace will be provided for Proposer's employees during the performance of this Agreement; and
- 2) A written certificate shall be secured from each subcontractor hired by Proposer stating that: "As part of the

subcontract with Proposer, subcontractor certifies to Proposer that a drug-free workplace will be provided for subcontractor's employees during the performance of this subcontract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

**§ 15: Enforcement Costs**

If any legal action or other proceeding is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**§ 16: Severability**

If any term or provision of this contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

**§ 17: Modifications of Services**

GHS reserves the right to make changes in the Services including alterations, reductions therein or additions thereto. Upon receipt by the Proposer of GHS's notification of a contemplated change, the Proposer shall (1) if requested by GHS, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify GHS of any estimated change in the completion date, and (3) advise GHS in writing if the contemplated change shall effect the Proposer's ability to meet the completion dates or schedules of this contract.

If GHS so instructs in writing, the Proposer shall suspend work on that portion of the Work affected by a contemplated change, pending GHS decision to proceed with the change. If GHS elects to make the change, GHS shall issue a contract amendment or change order and the Proposer shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

**§ 18: Notices**

(1) Any notice or demand under the terms of this agreement must be given or made by the Proposer and GHS in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

**If to the Hospital:**

Grady Health System  
48 Armstrong Street, Suite 411  
Atlanta, Georgia 30303  
Fax #: (404) 616-1255  
Attention: VP of Materials Management

**If to the PROPOSER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) GHS will not consider any notice or demand for payment, revised pricing and/or billing unless the request has been made by the Proposer in writing and has been approved by GHS via a written Addendum executed by both parties.

**§ 19: Proposer's Obligation**

The Proposer warrants by signature on offer page one that neither the firm nor any member of the firm assigned to this assignment is or has been investigated, under investigation, or found guilty of any act by the Office of the Inspector General of the United States.

**§ 20: Corporate Compliance**

The contracting Party agrees that before the execution of this agreement the participants will provide proof that they are adequately trained in the area of Corporate Compliance and Ethics and that each participant has been cleared by a criminal background check and is not barred or excluded from participating in a federally funded medical program.

**§ 21: Personnel**

The Proposer represents that it has, or will secure at its own expense all necessary personnel required to perform the services under this contract. Such personnel shall not be employees of or have any relationship with GHS.

All of the services required under this contract shall be performed by the Proposer or under its

supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or licensed or permitted under state and local law to perform such services.

Any changes or substitutions in the Proposer's key personnel, must be made known to the GHS representative prior to execution, and written approval granted by GHS before said change or substitution can become effective.

The Proposer warrants that skilled and competent personnel to the highest professional standards in the field shall perform all services.

**§ 22: Federal and State Tax**

GHS is exempt from federal tax and state tax for tangible personal property. GHS will sign an exemption certificate submitted by the Proposer. The Proposer shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with GHS, nor shall the Proposer be authorized to use GHS's tax exemption number in securing such materials. The Proposer shall be responsible for payment of its own and its share of FICA and Social Security benefits with respect to this contract.

**§ 23: Indemnification**

The Proposer shall indemnify and hold harmless and defend GHS, its agents, servants, and employees from and against any and all claims, liability, losses, and /or cause of action which may arise from any negligent act or omission of the Proposer, its agents, servants, or employees in the performance of services under this contract.

The Proposer further agrees to indemnify, hold harmless and defend GHS, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Proposer not included in the paragraph above and for which the GHS, its agents, servants, or employees are alleged to be liable.

**§ 24: Successors and Assigns**

GHS and the Proposer each bind itself and its partners, successors, executors, administrations and assigns of such other party, in respect to all covenants of this contract. Except as above, neither GHS nor the Proposer shall assign, sublet, convey, or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of GHS, which may be a party

hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than GHS and the Proposer.

**§ 25: Remedies**

The laws of the State of Georgia shall govern this contract. Any and all legal action necessary to enforce the contract will be held in Fulton County and the contract will be interpreted according to the laws of the State of Georgia. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise.

Proposer shall provide appropriate Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) compliance warranties under this agreement.

**§ 26: Access and Audits**

The Proposer shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this contract. GHS shall have access to such books, any records, and terms and conditions contained in this contract may not be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**§ 27: Federal Access**

Until the expiration of four (4) year after the furnishing of any service pursuant to this Agreement, Proposer shall make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data that are necessary to certify the nature and extent of costs incurred by Proposer for such services. If Proposer carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, Proposer shall cause such related organization furnishing of any service pursuant to said contract, to make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, copies of records of said related organization that are

necessary to certify the nature and extent of cost incurred by Proposer for such service.

**§ 28: Insurance**

The insurance coverage provided by Proposer, either through an insurance carrier or through self-insurance, shall be carried throughout the term of this contract and shall consist of the following:

- 1) Commercial General Liability Insurance: Insuring bodily injury and property damage with limits of not less than \$2 million combined single limit per occurrence/\$6 million in the aggregate, except limits for products/completed operations shall be \$2 million combined single limit per occurrence/aggregate.
- 2) Worker’s Compensation and Employers’ Liability Insurance: To comply with the applicable statutes.

The insurance carrier shall be licensed in the State of Georgia. The premium cost of all insurance purchased by the Proposer for protection against risks assumed by virtue of the contract shall be borne by the Proposer and is not reimbursable by GHS.

Proof of said insurance shall be provided to GHS prior to execution of this contract. GHS specifically reserves the right to require the Proposer to provide certified copies of such policy or policies.

**§ 29: Confidentiality**

Each party shall retain in strict confidence the terms and conditions of this Agreement and all information and data relating to the other party’s business, patients, employees, development plans, programs, financial and non-public procurement information, documentation, techniques, trade secrets, systems and know-how, and shall not, unless otherwise required by law, disclose such information to any third party without the other’s prior written consent.

Proposer shall have the right to disclose the confidential information to Proposer’s employees, consultants and agents on a need-to-know basis, provided that all consultants and agents agree to keep such information confidential pursuant to the terms and conditions of this Agreement.

**§ 30: Federal, State, Local and Municipal Law, Ordinances, Rules and Regulations Compliance**

Proposer shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations, specifically

including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), relating to the performance of their obligations hereunder or in any manner affecting this agreement. Proposer acknowledges that throughout the term of this agreement, it may have access to certain confidential patient information, commonly referred to “protected health information” (hereinafter referred to as “PHI”). Proposer agrees to inform and fully educate all persons working for it or on its behalf on the proper use, handling and disclosure of PHI. Upon becoming aware of any improper use, handling or disclosure of PHI by any of its employees or agents, Proposer shall promptly report such use or disclosure to Authority in writing. It is acknowledged and understood by Proposer that the PHI disclosed pursuant to this agreement may only be used for the expressly stated purposes under this agreement. Proposer hereby agrees that it will require its employees and agents to maintain and protect from unauthorized disclosure, PHI disclosed to or disseminated by Authority or its agents as a result of this agreement. Additionally, Proposer will promptly notify the Authority of the institution of any proceeding or request to obtain such PHI from the Proposer or its agents, upon becoming aware of such a proceeding. Proposer agrees to make a patient’s PHI, in their possession, available for inspection by that patient upon request of Authority. Proposer further agrees to make available to the patient an accounting of all disclosures of that patient’s PHI, upon request of Authority. Additionally, Proposer agrees to make the PHI of a patient available for amendment and incorporate said amendments to the PHI, if sufficient grounds exist to perform such amendment(s), as determined by the Authority.

To the extent required by applicable law or regulation, Proposer shall make its internal practices, books and records related to the use and disclosure of PHI available to the Secretary of Health and Human Services for purposes of determining compliance with applicable regulations. At the termination or expiration of this agreement, Proposer and its agents shall either return or destroy all PHI in their possession provided to them by Authority, or, if the destruction or return of such information is not feasible, shall extend the protections of this agreement and limit further uses and disclosures to those purposes that make the return or destruction of such information infeasible.

To the extent required or allowable under applicable law or regulation, if Proposer carries out any of its duties hereunder via subcontract, it agrees to include

a clause similar to this section in such subcontracts. However, nothing in the foregoing sentence is intended to grant or establish any right on the part of Proposer to perform any of the duties set forth herein through subcontract. At all times, however, the use and disclosure of PHI hereunder shall be permitted after obtaining consents or authorizations, which comply with applicable laws. It is understood and agreed that Authority may terminate this agreement at any time if Proposer materially breaches the terms set forth under this section, as determined by the GHS.

**§ 31: Group Purchasing Organization**

Grady Health System is an exclusive member of MedAssets, Group Purchasing Organization.

**CONTRACT CLAUSES ACKNOWLEDGEMENT**

Proposer must sign one of the acknowledgements below:

Proposer agrees to be bound by the terms and conditions stated in Appendix A: Contract Clauses, if awarded this contract.

\_\_\_\_\_  
(Print Name of Authorized Company Officer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date Signed)

**OR**

Any proposed exceptions to the terms and conditions stated in the Appendix A: Contract Clauses, or any separate agreements the Proposer requires are submitted with this form.

\_\_\_\_\_  
(Print Name of Authorized Company Officer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date Signed)

(Any proposed revisions, separate agreements, or exceptions, must be submitted in writing with the proposal).

**APPENDIX B: COST PROPOSAL**

It is incumbent upon the Proposer to read this entire RFQ carefully and respond to and price all requirements and ensure “Total contract value for ALL Requirements” above includes all requirements. Your cost proposal should be inclusive of all fees required to complete your engagement with GHS.

		<b>Monthly Fees</b>	<b>Annual Cost</b>
<b>4</b>	<p><b>SERVICES</b></p> <p><b>Implementation &amp; Go-live Services</b></p> <p>Outline project plan, resources needed and cost</p>		
<b>5</b>	<p><b>SUPPORT</b></p> <p>Specify number of resources your company will allocate to meet GHS needs:</p>		
<b>6</b>	<p><b>TRAINING</b></p> <p>Specify training options and associated cost.  <b>Cost of operations or software manuals</b></p>		
<b>7</b>	<p><b>OTHER</b></p> <p>Satisfaction guarantees beginning at Go-live. Specify duration</p>		
<b>8</b>	<b>Other Costs</b>		
<b>9</b>	<b>Discounts, Incentives, Allowances</b>		