



# **REQUEST FOR PROPOSAL**

## **Competitive Market Analysis**

### **PROFESSIONAL SERVICES RFP # 18-001**

#### **DELAWARE HEALTH INFORMATION NETWORK**

107 Wolf Creek Blvd., Suite 2  
Dover, Delaware 19901

**Release Date:** January 11, 2018  
**Closing Date:** January 25, 2018

## General Information

Delaware Health Information Network (DHIN) seeks proposals from qualified vendors to perform a competitive market analysis.

The need for this competitive analysis is integral to executing DHIN's five-year strategic plan and should assist in responding to key stakeholders who have questioned the value of DHIN's products and services.

This report should provide a comprehensive look at the competitive landscape for DHIN's products and services and serve as blueprint for future offerings and marketing efforts.

Interested firms will be expected to provide a comprehensive written response that addresses the requirements of the statement of work and demonstrates experience with research projects of a similar scope and size. **The selected firm will be expected to conduct, analyze and report its findings specific to DHIN's core services – results delivery and the Community Health Record – by June 1, 2018.** Analysis related to DHIN's other products and services may require additional time, which should be noted in the firm's response.

*Pursuant to Delaware law 29 Del.C. ch 69, a bidding party who is successful shall indemnify and hold the State of Delaware harmless from any claims in connection with the project.*

## Goals

The major goals for DHIN's competitive market analysis are as follows:

**Goal 1. Understand the competitive environment for each service DHIN offers**, with emphasis on its flagship services of clinical results delivery and the Community Health Record. Specifically:

- Who offers similar products/services and at what price point?
- Competitors' market share - growing/shrinking? At what rate?
- Their strengths and weaknesses relative to DHIN
- Their market strategies and the potential threats and opportunities they pose
- How DHIN can differentiate itself in the market

**Goal 2. Understand the opportunities and threats posed by broad industry trends**, such as the move toward value-based payments, the blurring of lines between payers and providers of care, precision medicine, consumerization of healthcare, changes in the regulatory environment (Meaningful Use, MACRA/MIPS) and emerging technologies, such as blockchain.

**Goal 3. Inform DHIN's efforts to update its core business model of results delivery.**

**Goal 4. Inform targeted marketing of DHIN services** to the right customer segment at the right time.

## **Background**

### About DHIN

Delaware Health Information Network (DHIN) is a statutory (16 *Del. C.* Ch. 103) not-for-profit instrumentality of the State of Delaware with the rights, obligations, privileges and purpose to promote the design, implementation, operation and maintenance of facilities for public and private use of healthcare information in the state. DHIN's statutory mission is to develop and operate a statewide health information network integrating clinical, financial and patient satisfaction data sources to inform decisions (16 *Del. C.* § 10303). DHIN is intended by law to be a public-private partnership for the benefit of all citizens of Delaware.

DHIN was statutorily established in 1997, under the direction of the Delaware Health Care Commission. The State committed to partner in capitalizing DHIN over a five-year period, with the stated expectation that DHIN would be financially self-sustaining by the end of that time. The enabling statute was amended in 2010, and effective January 1, 2011, DHIN became a semi-autonomous not-for-profit public instrumentality of the state of Delaware. The State is now a customer of DHIN's services, paying on the same footing as other customers of the same or similar services. Fiscal year 2012 was the last year DHIN received any funds through the Capital Bond Bill.

*In short: DHIN was the first live, statewide health information exchange in the nation. Launched in 2007, today it serves all of Delaware's acute care hospitals and approaching 100% of the state's medical providers. More than 14,000,000 clinical results and reports are delivered through DHIN each year. There are a total of 2.2 million unique patients with results on DHIN, including patients from all 50 states. DHIN shares real-time clinical information to improve patient outcomes, eliminate the duplication of services and reduce the cost of healthcare.*

### Core Services

Two core services have made DHIN an indispensable component of the Delaware healthcare ecosystem.

**Clinical Results Delivery** – DHIN went live as the first statewide operational health information exchange in May, 2007. The primary service offered in the first two years was electronic results delivery, with particular emphasis on delivery of lab results. Other supported data types include pathology results, radiology reports, transcribed reports, cardiology reports and admissions/discharges/transfers (ADTs).

The original data senders were Christiana Care Health System in New Castle County, Bayhealth (previously known as Kent General Hospital) in Kent County, Beebe Medical Center in Sussex County and LabCorp. DHIN delivers results and reports from data senders to the ordering and “copy-to” providers on behalf of the performing organization.

**Community Health Record** – In 2009, the enrollment of more data senders (St Francis Hospital, Doctors Pathology Service and Quest Diagnostics) and the addition of a record locator service,

master person index and a query portal enabled DHIN to offer a longitudinal Community Health Record (CHR). The CHR aggregates data about each patient across time, geography and data sources and allows authorized users to query for results and reports they would otherwise not know about nor have access to without time-consuming requests for information from previous healthcare settings.

These two core services – results delivery and the Community Health Record – have achieved near 100% adoption in Delaware through a self-reinforcing “virtuous cycle.” The more data that is available through the Community Health Record, the more valuable the CHR is to providers, and the more providers enroll.

As DHIN’s users increasingly rely on the CHR for this data, labs, hospitals and imaging centers find a business case for using DHIN as their results delivery channel.

To date, all Delaware acute care hospitals and commercial labs and over 95% of imaging centers now participate as data senders. Additionally, three Maryland hospitals near the Delaware-Maryland border also participate.

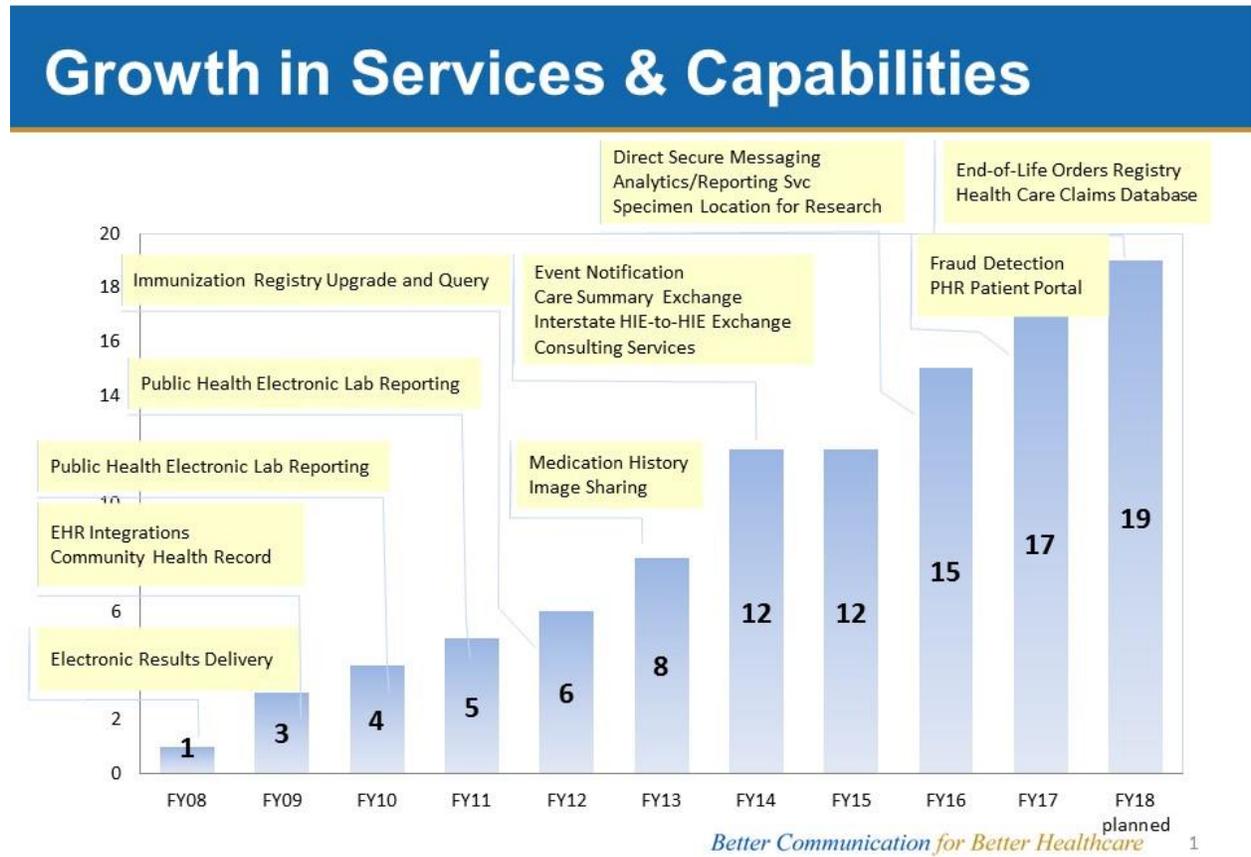
Interestingly, the number of ambulatory providers currently enrolled in DHIN as users of the Community Health Record actually exceeds the number of practicing providers in Delaware. Providers in contiguous states with an affiliation with one of DHIN’s member hospitals use DHIN as the preferred channel for results delivery and query.

### Other Services

In addition to these core services, DHIN has introduced additional services over the years, as illustrated [here](#). These value-added services, purchased by providers and data senders, are revenue-generators for DHIN, and the company continues to explore opportunities for new products and services to meet customer needs.

Note: DHIN’s consumer offerings – a personal health record and fraud alert service – are currently offered free of charge. Consumer appetite to pay for these types of products/services should be addressed.

Fig 1.



## **Summary of Requirements and Organization of the Request for Proposals (RFP)**

The RFP is organized into five major sections:

### ***General Information***

The general information section provides background on DHIN, goals, proposal conditions, format and instructions for the RFP response. All key dates and response information are included in the first section.

### ***Definition of Scope***

The definition of scope identifies the requirements including the implementation, performance expectations and deliverable milestones.

### ***Format, Content and Submission of Proposals***

The format, content and submission of proposals section provides the proposal required content and the evaluation criteria.

### ***Business Cost Proposal***

The business cost proposal provides the overall pricing model.

### ***Appendices***

The appendices provide vendor profile, prior experience and reference information.

### **Business References**

Firms should supply three (3) business references for similar competitive market analysis projects, including a brief overview of learnings and methodologies used.

### ***RFP Format and Response***

**Figure 1 - Response Format Table**

<b>Response Section</b>	<b>Title</b>
A	Cover Letter
B	Title Page
C	Table of Contents (list all documents comprising this response)
D	Statement of Corporate Background and Capabilities in Competitive Market Analysis
E	Detailed Proposal

<b>Response Section</b>	<b>Title</b>
H	Business Cost Proposal
I	Vendor Profile
J	Vendor Prior Experience
K	Vendor References
M	Implementation Project Plan (draft)
N	Warranties

## **Proposal Delivery**

Proposals should be emailed to [stacey.schiller@dhin.org](mailto:stacey.schiller@dhin.org), with a cc to [info@dhin.org](mailto:info@dhin.org), please.

## ***Procurement Schedule***

The following dates apply to this RFP and subsequent contract award. Firms are advised that these dates are not absolute and may change due to unplanned events during the process.

Date	DHIN Competitive Market Analysis
January 11, 2018	Post RFP
January 18, 2018	Questions on RFP to be presented during conference call. DHIN will also accept written questions in advance via email prior to January 16th.
January 19, 2018	Responses to questions to be posted to <a href="http://www.DHIN.org/about/vendors/">http://www.DHIN.org/about/vendors/</a>
January 25, 2018	Written proposals due (DHIN reserves the right to reject late proposals)
January 31, 2018	Notify vendors of selection or non-selection

## **Questions**

Questions about this RFP will be presented, and DHIN will respond through a conference call on **January 18, 2018**. DHIN will also accept written questions in advance via email prior to that date. Responses to questions will be posted at <http://www.dhin.org/about/vendors> by January 19<sup>th</sup>.

## **Closing Date**

All responses must be received by **5 pm ET, January 25th**.

## **Proposal Conditions**

### ***RFP and Final Contract***

The contents of the RFP will be incorporated into the final contract and will become binding.

DHIN reserves the right to contract with the successful firm for all or any portion of the proposed deliverables. If the firm is unwilling to comply with RFP requirements and/or terms-and-conditions, objections must be clearly stated in the cover letter.

DHIN reserves the right to withdraw this RFP, to reject any non-conforming proposals, to waive minor defects in the proposal or allow the firm to correct such defect if the best interest of DHIN will be served by doing so. DHIN also reserves the right to accept a portion or portions of a proposal or reject any or all proposals.

DHIN reserves the right to negotiate with individual firm after their proposals are opened. DHIN has established a committee, procedures and schedules for conducting negotiations. DHIN will not disclose any firm's pricing or proposal information to another.

### ***Document(s) Execution***

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful firm for signature shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with DHIN.

### ***Contract Period***

As previously indicated, analysis related to the two core products of results delivery and the CHR should be delivered by **June 1, 2018**. Analysis related to DHIN's other services/products (see the attached list) may require additional time.

As such, the period of this contract is flexible to allow for two phases: One complete by June 1st; the other to be completed by a date to be agreed upon by both parties.

### ***Pricing***

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by DHIN.

The pricing policy must:

- Be clear, accountable and auditable
- Cover the full spectrum of services required
- Be consistent with the rates established or negotiated as a result of this RFP issued based on this contract

### ***Method of Payment***

DHIN will pay the firm based upon the agreed upon fee schedule established in the contract.

### ***Formal Contract***

No employee of the firm is to begin any work prior to receipt of a contract signed by authorized representatives of the DHIN.

### ***Firm Responsibility***

DHIN will enter into a contract with the successful firm. The successful firm shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be clearly identified in the business proposal.

### ***Independent Contractor***

The successful firm will be considered an independent contractor to DHIN and is not an employee, agent, joint venture or otherwise under the direction or control of DHIN. The contractor retains all control and direction over its employees, officers and agents in performing under this engagement, except that DHIN retains the right of direction, content and form of the final deliverables.

### ***Personnel***

- The contractor represents that he/she has, or will secure at his/her own expense, all personnel required to perform the services required under this contract.
- All of the services required hereunder shall be performed by the contractor or under his/her direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- None of the work or services covered by this contract shall be subcontracted without the prior written approval of DHIN.

### ***DHIN's Sole Property***

All information in any form or the analysis of such information that is obtained, collected, produced or compiled by the contractor shall be the sole and exclusive property of DHIN, and the contractor shall not release nor provide such information, analysis, conclusions or documents to another without express written consent of DHIN. This provision will survive termination or completion of the engagement.

### ***Confidentiality***

All proposals become the property of DHIN and will not be returned to the firms. DHIN, as a not-for-profit instrumentality of the State of Delaware, is required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, *et seq.* ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon

a written request. Specific attention should be given to the identification of those portions of the proposal, which are deemed to be confidential or proprietary information and which firms believe should not be disclosed under the Delaware Freedom Information of Act. Firms are advised that upon request for this information from a third party, DHIN is required to make an independent determination as to whether the information may be or must be divulged to the party.

The firm shall contact the DHIN within five (5) days of receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to, or which in any way might reasonably require access to the data of the DHIN. The firm shall not respond to subpoenas, service of process and other legal requests related to the DHIN without first notifying the DHIN unless prohibited by law from providing such notice.

### ***Additional Terms and Conditions***

DHIN reserves the right to add terms and conditions during contract negotiations.

### ***Assignment***

This contract shall not be assigned except by express written consent from DHIN.

### ***Choice of Laws***

The form of this engagement will be a professional services contract interpreted under the laws of the State of Delaware. Any dispute arising out of, in connection with, or resulting to this RFP, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware, as applicable.

### ***Compliance with Other Laws***

The successful firm will be required to warrant that it is in complete compliance with all provisions of applicable federal, state and local laws, acts and regulations that outlaw discrimination based on age, race, color, religion, national origin, gender, handicap and veteran status, etc. and must further warrant complete compliance with all provisions of federal, state and local laws, acts and regulations regarding any required permits, licenses, registration, taxes or fees.

### ***Indemnification***

The selected contractor will agree to indemnify and hold harmless DHIN and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from contractor's breach of any of its warranties or the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.

### ***Insurance Required***

As a part of the contract requirements, the contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage of:

- a. Automotive liability insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- b. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.

### ***Payment for Services Rendered***

DHIN will pay the contractor based upon the agreed upon the fee schedule established in the contract. Itemized invoices must be submitted to the DHIN CFO for payment authorization. DHIN's obligation to pay under the terms of this agreement is contingent on the timely performance by the contractor of its obligations and duties. The contractor agrees that upon complete performance of this agreement, the maximum extent of DHIN's obligation is the total contract consideration and waives any and all claims for interest, costs, any other sums or any other relief.

### ***Default***

Any failure of the contractor to perform any of its obligation or duties under this agreement in a timely fashion is a material breach of the contract that allows DHIN, at its sole option, to terminate the contract without further obligation to the contractor, or to waive such default in writing. DHIN's waiver of a default in any instance shall not be construed to be a waiver in any other circumstances. DHIN shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps and reports or other material prepared by the contractor in the performance of the contract shall, at the option of DHIN, become its property, and the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to DHIN.

### ***Opportunity to Cure***

In the event a party to this agreement commits a default of its obligations, the other party shall provide the defaulting party with a written notice of such default and 15 business days to cure such default.

### ***Force Majeure***

Neither the contractor nor DHIN shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

### ***Exceptions***

Firms may elect to take minor exception to the terms and conditions of this RFP and must clearly state each exception in the cover letter. DHIN will evaluate each exception according to the intent of the terms and conditions contained herein, but DHIN shall reject exceptions that create inequality in the treatment of firms. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

### ***Schedule for Performance of Work***

All work described in these specifications shall be completed with reasonable promptness. As used in this section, DHIN shall be the sole judge of the term “reasonable.” If the contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the DHIN will forthwith proceed to collect for nonperformance of work.

### ***Time of Performance***

The services of the contractor are to commence after receipt of a contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed within agreed-upon period. Any such schedule shall be maintained by the contractor unless amended, in writing, by both parties.

### ***Termination of Contract***

#### ***Termination for Cause***

If, for any reasons, or through any cause, the contractor fails to fulfill in timely and proper manner his/her obligations under this contract, or if the contractor violates any of the covenants, agreements, or stipulations of this contract, DHIN shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps and reports or other material prepared by the contractor in the performance of the contract shall, at the option of DHIN, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to DHIN.

#### ***Termination for Convenience***

DHIN may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, reports, supplies and other materials shall, at the option of DHIN, become its property and the contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to DHIN. If the contract is terminated by DHIN for convenience, the contractor will be paid an amount which bears the same ratio to the total

compensation as the services actually performed bear to the total services of the contractor called for by the contract, less payments or compensation previously made; provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.

### ***Changes***

Both parties may, from time to time, require changes in the services to be provided by the contractor under the scope of work. Such changes, including any increase or decrease in the amount of the contractor's compensation, which are mutually agreed upon by and between DHIN and the contractor shall be incorporated in written amendments to the contract.

### ***Publication, Reproduction and Use of Material***

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. DHIN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract; provided, however, that DHIN agrees not to use any design or engineering plans prepared by the contractor for anything other than their intended purpose under this contract. The contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the DHIN's support shall be given in the publication.

### ***Rights and Obligations***

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed contract has been approved by DHIN.

### ***Audit Access to Records***

The contractor shall maintain books, records, documents and other evidence pertaining to this contract to the extent and in such detail as shall adequately reflect performance hereunder. The contractor agrees to preserve and make available to DHIN, upon request, such records. The contractor agrees to make such records available for inspection, audit or reproduction to any official DHIN representative in the performance of his/her duties under the contract. Upon notice given to the contractor, representatives of DHIN or other duly authorized State may inspect, monitor and/or evaluate the cost and billing records or other material relative to this contract. The cost of any contract audit disallowances resulting from the examination of the contractor's financial records will be borne by the contractor. Reimbursement to DHIN for disallowances shall be drawn from the contractor's own resources and not charged to contract cost or cost pools indirectly charging contract costs.

### ***Ownership of Works and Data***

Each party owns its works, intellectual property and confidential information created prior to the effective date of this agreement.

### ***Trade Secrets or Intellectual Property***

The firms may designate as trade secrets or proprietary data portions of the proposals.

### ***Services***

In recognition of the importance of timely completion of services as commercially reasonable, contractor warrants that the services provided by contractor to DHIN under this agreement shall be performed in a timely, professional, competent, businesslike and commercially reasonable manner.

### ***Confidentiality***

#### **Confidential Information**

All information or data relating to the business or operations of DHIN acquired by the contractor pursuant to, or in connection with, an agreement stemming from an award of a contract or the contractor's performance there under, shall be treated by the contractor as proprietary to DHIN. The contractor will hold such information in strict confidence and shall not disclose to any other person or entity whatsoever by the contractor without DHIN's prior written permission. Without limiting the generality of the foregoing, the contractor shall, at a minimum, take such measures to preserve the confidentiality of DHIN's proprietary information and data as it usually and customarily takes to preserve the confidentiality of its own proprietary and/or confidential information and data.

For purposes of this section and without limiting the generality of the foregoing, it is expressly agreed and acknowledged by the contractor that the following described information or data are proprietary to DHIN and are legally protected under Delaware State (and, in some cases, federal) law. Such information shall be held by the contractor in strict confidence, and, accordingly, shall not be disclosed by the contractor to any other person or entity without DHIN's prior written consent and authorization:

- a. Information relating to the identity of any resident, patient, business operation (i.e., users, participant or members) of DHIN
- b. Information relating to any services provided by the users, participants and/or members of DHIN to any such resident or patient
- c. Information relating to the diagnosis and/or treatment of any such resident or patient
- d. Information relating to any amounts charged to, or funds received from any users, participants, and/or members of the DHIN including any healthcare provider or any third-party payer with respect to any services provided to any of its residents or patients

The contractor agrees to indemnify, defend and hold harmless DHIN for and with respect to any losses, liabilities, costs and/or expenses incurred by DHIN as a result of any breach by the contractor or any of its employees, contractors or agents of any of the provisions of this section.

### *Changes*

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of DHIN.

## Contract Management and Communications

### *DHIN Responsibilities*

Delaware Health Information Network (DHIN) will retain ultimate decision making authority required to ensure project tasks are completed.

The Project Leadership Team (PLT) will consist of the DHIN Chief Executive Officer, DHIN COO, Director of Business Relationship Management, Director of Marketing and key stakeholders as necessary.

The DHIN Project Team is responsible for the day-to-day oversight of the contract, and is responsible for ensuring that the terms and conditions of this contract fully support the scope of service requirements specified herein. The DHIN Director of Marketing will serve as the primary point of contact to the contractor as follows:

- a. **Staff Coordination** - The DHIN Director of Marketing will coordinate all necessary contacts between the contractor and DHIN stakeholders.
- b. **Approval of Deliverables** - The PLT will review, evaluate, and approve all deliverables prior to the contractor being released from further responsibility.
- c. **Policy Decisions** - The DHIN Chief Executive Officer retains final authority for making policy decisions affecting completion of this project.

The DHIN Director of Marketing shall be contacted regarding questions and/or problems of a contractual/deliverable nature. DHIN's Director of Marketing shall:

- a. Provide information to the contractor to assist in the interpretation of implementation and scope of services
- b. Monitor services being performed to ensure the contractor utilizes qualified personnel and delivers the agreed upon services
- c. Serve as the contact point through which the contractor may relay questions and problems
- d. Evaluate the performance of the contractor and, as requested, submit reports to the CEO on the effectiveness, quality and timeliness of the contractor's services.

DHIN's Chief Executive Officer is designated as the executive sponsor for official acceptance for all milestones and performance requirements issued under the contract.

On all problems that pertain to contract terms, the contractor shall contact the Chief Executive Officer. The Chief Executive Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The CEO is the sole authority authorized to approve changes in any of the requirements under this contract and, notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the CEO. These changes include, but will not be limited to the following areas: scope of work, price, quantity and contract terms and conditions.

### ***Contractor Responsibilities***

As part of the response to this RFP, the firm is expected to provide:

### **Project Implementation Work Plan**

The proposal must include a work plan showing how the firm intends to accomplish the work and produce the final deliverables by the agreed-upon deadlines. However, before final contract signing, the work plan may be adjusted by mutual agreement based on further discussion and negotiation. The work plan will be included by reference in the contract and can only be modified thereafter by signed mutual agreement. The work plan will include:

- a. The tasks to be performed, consistent with the scope of services and schedule
- b. The time allocated to each activity and the responsible person(s) associated with each task
- c. DHIN resources expected to be involved in the task and their roles
- d. Stakeholder resources expected to be involved in the task and their roles
- e. Contractor resources expected to be involved in the task and their roles

### **Scope of Work**

#### ***Definition of Scope***

At a high level: A competitive market analysis, to include a comprehensive look at the competitive landscape for DHIN's products and services and serve as blueprint for future offerings and marketing efforts.

Specifically, the analysis should assist DHIN in:

- Understanding and planning for the future health information technology/health information exchange ecosystem in Delaware and the surrounding region
- Ensuring a viable set of service offerings aligned with DHIN's strategic plan, national trends in value-added health information exchange offerings (outlined in Goal 2) and the needs/expectations of DHIN's clients and stakeholders.

Phase 1: DHIN's core services of results delivery and the Community Health Record  
*To be completed by June 1, 2018*

Phase 2: DHIN's value-added products and services, to include event notification, care summary exchange, medication history, DIRECT messaging, clinical gateway, analytics services, Health Check Connect (personal health record) and Health Check Alert (fraud detection)

It is the expectation of DHIN that the firm will recommend appropriate engagement methodologies, as well as draw from industry knowledge, both national and Delaware-specific. Previous market research, as well as DHIN's strategic plan will be provided for reference.

**Project Initiation**

The contractor will provide the SOW and project implementation work plan as part of the RFP response that meets the timeline included in this RFP.

## **FORMAT AND CONTENT OF VENDOR RESPONSE**

### ***General Requirements***

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firm to undertake the services for DHIN described in this RFP and to produce deliverables of high quality in the time frame required. The proposal should demonstrate the qualifications of the firm and all staff to be assigned to this engagement. It should also specify the approach that will meet the RFP requirements and address all points requested.

### ***Required Content of Proposals***

The following content must be included in the proposal:

1. Cover letter attesting that the person signing is entitled to represent the firm organization, empowered to submit the RFP and authorized to enter into negotiations and a contract including the provisions contained herein. The cover letter should include any exceptions to the terms and conditions specified in this RFP.
2. Title page labeled with "RFP # 18-001 and respondent's company name and address, point of contact (with phone number and email address) for the proposal and date of the proposal.
3. Statement of corporate capabilities describing your organization's experience and capabilities to provide the services requested; your knowledge of the current state and trajectory of the health information exchange industry nationally; and DHIN's position in that landscape.
4. Detailed proposal, to include:
  - a. Description of overall approach
  - b. Statement of work, work plan and schedule showing activities, personnel involved (contractor staff, as well as DHIN and stakeholder personnel), milestones and deliverables.
5. Pricing and fee structure
6. Third-party contractual arrangements
7. Warranties

## Evaluation, Scoring and Selection

### *Proposal Review Committee*

The DHIN Proposal Review Committee shall consist of the PLT. The DHIN Proposal Review Committee shall determine the individuals or firms which meet the minimum requirements pursuant to selection criteria of the RFP. Each member will score all proposals independently before meeting as a group for discussion of the proposals. The DHIN Proposal Review Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all applicants.

### *Proposal Evaluation*

The areas of evaluation for the proposal include:

1. Ability to comply with the functional and business requirements at a minimum that are outlined in this RFP
2. Respondent business and experience qualifications, including references
3. Capacity to meet the timeframe outlined in this RFP with contractor resources
4. Complete representation of all costs related to the project
5. Competitive pricing

The Proposal Review Committee shall assign up to the maximum number of points as stated in this section for each evaluation item and to each of the proposing applicants.

Basis of Scoring Evaluation Item	Maximum Points
1. Meets mandatory RFP provisions	Pass/Fail
2. Quality of proposal: <ol style="list-style-type: none"> <li>a. Inclusion of requested elements</li> <li>b. Soundness of approach/strategy</li> <li>c. Services proposed fits needs as expressed in RFP</li> <li>d. Proposed activities follow a logical sequence</li> <li>e. Approach to meeting deliverables and milestones</li> <li>f. Timeline</li> <li>g. Project plan has specific deliverables appropriate to the time line</li> </ol>	30
3. Knowledge of the national healthcare environment and the trajectory of health information exchange and data services	20
4. Qualifications, prior experience and performance on projects of a similar nature	20
5. Cost and value of proposal	30
Total Points	100

## **Business Cost Proposal**

### ***Overall Pricing Model***

**Pricing Methodologies:** The cost of the proposed solution will be an important factor in determining which offering will best meet the needs of DHIN.

**Pricing Strategies:** The use of pricing ranges for this proposal is acceptable.

**Creative Pricing Models:** The firm should describe the methodologies used to determine prices, including any creative models used.

Please complete the following table for your firm and a separate table for each subcontractor (if applicable):

<b>Vendor Profile</b>	
1. Business Name	
2. Business Principal Address	
3. Business Web Address	
4. Primary Contact	
5. Primary Contact Address	
6. Primary Contact Email Address	
7. Primary Contact Phone	
8. Type of Company (public/private)	
9. State of Incorporation	
10. Years in Business	
11. Gross Yearly Revenue	
12. Total Number of Employees	
13. Authorized Contract Signatory Name	
14. Authorized Contract Signatory Title	
15. Authorized Contract Signatory Phone and Email address	
16. Authorized Contract Signatory	
17. Contract Signature	

## **Vendor Prior Experience**

Firms should supply three (3) business references for similar competitive market analysis projects, including a brief overview of learnings and methodologies used.

Please complete the following table relating to your experience with at least three projects similar to that described in this RFP:

<b>Vendor Prior Experience</b>	
<b>Company Name 1</b>	
1. Project Start Date / Project Completion Date:	
2. Contact Name:	
3. Contact Address:	
4. Contact Phone:	
5. Contact Email Address:	
<b>Company Name 2</b>	
1. Project Start Date / Project Completion Date:	
2. Contact Name:	
3. Contact Address:	
4. Contact Phone:	
5. Contact Email Address:	
<b>Company Name 3</b>	
1. Project Start Date / Project Completion Date:	
2. Contact Name:	
3. Contact Address:	
4. Contact Phone:	
5. Contact Email Address:	

**Vendor References**

Please provide three references that represent projects similar to that requested in this RFP. You may also attach to your RFP response letters of reference if available.

<b>Vendor References</b>	
<b>Reference 1</b>	
1. Name:	
2. Address:	
3. Phone:	
4. Email Address:	
5. Title and Role:	
<b>Reference 2</b>	
1. Name:	
2. Address:	
3. Phone:	
4. Email Address:	
5. Title and Role:	
<b>Reference 3</b>	
1. Name:	
2. Address:	
3. Phone:	
4. Email Address:	
5. Title and Role:	

**DHIN Non-Collusion Statement**

TITLE           COMPETITIVE MARKET ANALYSIS

DATE           \_\_\_\_\_

NON-COLLUSION STATEMENT

This is to certify that the undersigned Offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with this proposal submitted this date to the Delaware Health Information Network.

It is agreed by the undersigned Offeror that the signed delivery of this proposal represents the Offeror's acceptance of the terms and conditions of this RFP including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the Delaware Health Information Network.

NAME OF OFFERER  
\_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print)  
\_\_\_\_\_

SIGNATURE  
\_\_\_\_\_

TITLE  
\_\_\_\_\_

ADDRESS OF OFFERER  
\_\_\_\_\_

PHONE NUMBER  
\_\_\_\_\_

ATTACHMENT A

PROPOSER WARRANTIES

1. Proposer warrants that it is in complete compliance with all provisions of applicable Federal, State, and local laws, acts, and regulations that outlaw discrimination based on age, race, color, religion, national origin, gender, handicap, and veteran status
2. Proposer warrants that it is in complete compliance with all provisions of Federal, State, and local laws, acts, and regulations regarding any required permits, licenses, registration, taxes, or fees.
3. Proposer warrants that it has insurance as required by the Request for Proposal #18-001 and will provide a copy of the certificate of insurance upon request.
4. Proposer warrants that it is willing and able to comply with Delaware laws.
5. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of Delaware Health Information Network.
6. Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the proposer for the purpose of securing business. For breach or violation of this warranty, DHIN shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
7. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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