



MASSACHUSETTS EHEALTH INSTITUTE
eHealth eQuality Incentive Program Grants Solicitation

Solicitation No. RFP 2015–MeHI–03

Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581-3340
<http://www.masstech.org>

Solicitation Issued:	February 17 2015
Team Leader:	Judith Iwanski
Applications Due:	April 2, 2015

1. INTRODUCTION

The Massachusetts eHealth Institute (“MeHI”), a non-divisible component of the Massachusetts Technology Collaborative (“Mass Tech Collaborative”), is offering a program of incentive payments to eligible Long-Term Post-Acute Care (“LTPAC”) provider organization applicants (as defined herein “Applicants”) for meeting Program Milestones (as defined herein “Milestones”) that demonstrate increasingly sophisticated use of health information technology (“health IT”) in an effort to improve the quality and efficiency of healthcare in the Commonwealth, while containing costs. This Program will award grants to eligible organizations and incent the use of health IT through a set of progressive and tiered milestones.

Mass Tech Collaborative acts as the contracting entity on behalf of MeHI and will enter into its General Terms and Conditions agreement with selected Applicants containing certain standard provisions (the “Agreement”). (See Attachment F for the template Agreement.) The funding for this Program is sourced from the Mass Tech Collaborative’s eHealth Institute Fund.

Mass Tech Collaborative reserves the right to amend the Agreement at any time. Each Applicant should review the Agreement in Attachment F as it is required to specify any exceptions to the Agreement and to make any suggested counterproposal in its Application. A failure to specify exceptions and/or counterproposals will be deemed an acceptance of the terms of the Agreement, and no subsequent negotiation of any provisions shall be permitted. Although Mass Tech Collaborative will be the contracting counter-party with the Applicant, for purposes of this Solicitation (and except where the specific context warrants otherwise), MeHI and the Mass Tech Collaborative are collectively referred to as MeHI.

2. GRANT OVERVIEW

2.1 Summary

The objective of the eHealth eQuality Incentive Program (“Incentive Program”) is to promote effective use of interoperable electronic health records (“EHRs”) by eligible LTPAC provider organizations in an effort to improve the quality and efficiency of healthcare in the Commonwealth, while containing costs. The Incentive Program aligns with MeHI’s charge to advance the deployment of EHRs in all provider settings, as outlined in Chapter 224 of the Acts of 2012 (“Chapter 224”).

The Incentive Program will provide incentive funding to assist eligible provider organizations with the adoption of certified EHR technology (“CEHRT”) – listed on the ONC Certified Health IT Product List (“CHPL”) (<http://www.healthit.gov/policy-researchers-implementers/certified-health-it-product-list-chpl>) – and connection of these EHRs to the Massachusetts Health Information Exchange (“Mass HIway”) or a Health Information Exchange (“HIE”) that connects to the Mass HIway. The adoption of CEHRT does not guarantee interoperability; however, certification does help ensure that the EHR will provide standards-based functionality that will support interoperability.

Primary emphasis will be given to organizations that serve a high proportion of public payer clients and who, collectively, have the potential to impact cost containment efforts in the Commonwealth in the LTPAC sector. The intent is to support those LTPAC provider organizations that provide health care services to some of the Commonwealth’s most vulnerable individuals who receive multiple and costly services across the care continuum. It is particularly important that these organizations are capable of electronic communication with other health care providers treating these individuals.

MeHI will award milestone-based incentive payments to eligible LTPAC provider organizations that are generally not eligible to participate in the federal Medicare or Medicaid EHR Incentive Programs and lack access to other resources to implement interoperable EHR systems. Incentive payments will be awarded for reaching progressively advanced health IT integration through the achievement of four milestones over roughly a 24 month period. Individual incentive payments, tiered by organizational size, will range between approximately \$8,250 and \$20,625 per milestone, and will not exceed a total of \$82,250 to any one organization for all four milestones.

Applicants must (1) meet the eligibility criteria described in Section 2.3.2; (2) clearly describe approach feasibility, organizational ability and capacity, and anticipated impact; and (3) sufficiently demonstrate organizational need and commitment to implementing an interoperable EHR and transacting on the Mass Hlway or on an HIE that connects to the Mass Hlway.

2.2 Background

One of MeHI's public-interest policy objectives is to promote the deployment of EHR systems in all health care provider settings in the Commonwealth and facilitate their secure networking through the Mass Hlway.

MeHI's programs are designed to grow the adoption and use of EHR systems in multiple care settings to positively impact health reform efforts in Massachusetts. The objectives of these programs are to:

- Promote adoption of secure EHR systems/modules,
- Enable adopted EHRs through the Mass Hlway,
- Support effective use of interoperable EHRs to positively impact healthcare quality, cost, and population health.

The Incentive Program has been designed to specifically support the development and implementation of interoperable EHRs by assisting provider organizations that lag behind other healthcare sectors in the adoption and effective use of EHRs. [MeHI's recent survey](#) of Massachusetts providers showed that LTPAC organizations lag significantly behind other healthcare sectors in the adoption of EHRs. For example, the survey showed an adoption rate of 96% among primary care providers and 86% among specialty providers, but only 55% for LTPAC organizations. Further, adoption rates for *independent* LTPAC organizations were markedly lower than the rates for affiliated LTPAC organizations.

One reason for this is that LTPAC providers are generally excluded from the federal Medicare/Medicaid EHR Incentive Programs. For example, geriatricians and other medical doctors may be eligible for Meaningful Use incentives, but other LTPAC providers including nurses (RN/LPN/CAN) and licensed therapists are not eligible.

Discussions with these provider organizations confirmed the need to assist them in achieving interoperability. As a result, MeHI is presenting the Incentive Program for eligible LTPAC provider organizations to grow the adoption and effective use of certified EHRs and to exchange information therein via the Mass Hlway or an HIE that connects to the Mass Hlway.

2.2.1 Definitions

LTPAC – Although MeHI recognizes that the definition of LTPAC often includes a wide array of care services and settings, including nursing homes, assisted living facilities, senior housing with long term services and supports (LTSS), home health and hospice, **eligibility for this solicitation is limited to organizations with MA Department of Public Health (MA DPH) Level I or Level II licensed¹ long-term care facilities.**

Patient services revenue – Patient services revenue (PSR) is the total of net patient service revenue (gross patient service revenue less any contractual adjustments) for inpatient LTPAC services² for the last State fiscal year (July 1, 2013 to June 30, 2014) for all of an organization's MA DPH licensed Level I, II, III, and/or IV beds.

Affiliated – Entities are deemed to be affiliated for the purposes of this Solicitation if: (1) their financial statements are part of the same consolidated financial statements under generally accepted accounting

¹ <http://www.mass.gov/eohhs/docs/dph/regs/105cmr150.pdf>

² PSR is revenue from inpatient LTPAC services, and does not include revenue from outpatient, assisted living, hospice or other services that may be performed at these licensed facilities.

principles; (2) one controls the other directly or indirectly within the meaning of federal securities law; or (3) they are under common control within the meaning of federal securities law.

MeHI reserves the right to further define the terms used in this Solicitation.

2.3 Grant Requirements, Eligibility Criteria & Milestones

2.3.1 Program Requirements

The following are requirements of any organization receiving a grant under the Incentive Program:

1. Use CERHT;
2. Develop a Transformation plan (see detail in Section 2.3.3);
3. Complete an HIE Use Case Development Form
4. Commit to achieving all Incentive Program milestones;
5. Submit semi-annual mid-term reports;
6. Submit a final report; and
7. Attend a grantee in-person event, once annually.

2.3.2 Eligibility Criteria

To be eligible for participation in the Incentive Program, organizations must meet the eligibility criteria set forth in the table below:

As part of the application, organizations will be required to submit the Officer's Certification Form (see Attachment A-3) attesting to compliance with the eligibility criteria and signed by the CEO, CFO or other officer with fiduciary responsibility in the organization. Documentation substantiating that the organization meets the required criteria must be as specified in the table below.

	<u>Eligibility Criteria</u>	<u>Detail</u>	<u>Method of Substantiation</u>
1	Organization must hold a currently valid license to provide LTPAC clinical care services in Massachusetts	Organization must provide direct inpatient post-acute care services	Organization must provide a copy of its current license(s) to provide LTPAC direct patient care services in a Level I or Level II licensed long-term care facility ³ granted by the MA DPH
2	Organization has no financial relationship/affiliation to an acute care hospital system	Organization is not a subsidiary in an affiliated or parent-subsiary group or otherwise have access to financial or health IT resources through corporate or contractual affiliations	Organization must provide a full corporate organizational chart showing the ownership, governance and operational structure of the provider organization, including any parent entities, and corporate affiliates
3	More than 50% of the organization's PSR (defined herein) is public payer	More than 50% of the organization's PSR is public payer (e.g., Medicare, Medicaid)	Organization must submit PSR documentation from Uniform Financial Statements and Independent Auditor's Report (UFR) or similar audited report for the last fiscal year demonstrating the portion from public payer
4	Organization is not an Eligible Hospital ("EH") and it's providers are not Eligible Professionals ("EPs") under the EHR Incentive Programs	Organization and it's providers are not eligible to receive incentive payments under the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009	Organization must submit documentation that it is not an EH under the HITECH Act and that its providers are not EPs under the definitions of the Act http://www.cms.gov/Regulations-and-Guidance/Legislation/EHRIncentivePrograms/eligibility.html]
	➤ Organizations that have some EPs meet this criteria . . . <i>IF</i> :	The number of EPs that assign their EHR Incentive Program revenue to the Organization total less than 30% of the organization's clinical staff	Organization must provide documentation demonstrating total number of clinical staff and the percent which are EPs. Organization must further document where EPs assign their EHR Incentive Program revenue.

³ (<http://www.mass.gov/eohhs/docs/dph/regs/105cmr150.pdf>)

2.3.3: MILESTONES

The milestone-based incentive payments will be awarded through the achievement of four milestones over roughly a 24 month period, ending no later than June 30, 2017.

Milestone 1 requires the development of a Transformation Plan (see Table 2 for details) that describes how the Applicant will prepare and transform its practice to maximize the potential of its investments in health IT in order to achieve identified outcomes. A Transformation Plan must be completed within 90 days of contract execution and approved by MeHI prior to achieving Milestone 1. Prior to approving the Transformation Plan, MeHI may seek any additional information necessary from Grantee to ensure that the Plan demonstrates a thorough and rigorous organizational analysis, comprehensive approach to meeting Milestones, and includes a detailed strategy for how the Plan will be implemented throughout the organization.

Milestone 2 (foundational use of CEHRT) and Milestone 3 (advanced use of CEHRT) require the organization to demonstrate increasingly sophisticated use of health IT. Please note that while the criteria in each of these milestones is intended to demonstrate more sophisticated use of health IT, they are not intended to be an exhaustive list of items to consider when procuring an EHR. As an example, there is no requirement for health information exchange as part of milestone 2 or 3, but the ability of your EHR to exchange health information is a critical function or an EHR, e.g., incorporate electronic lab results as structured data or send discharge summaries.

Milestone 4 requires the organization to connect to and use the Mass Hlway, or an HIE that connects to the Mass Hlway, in production. This fourth Milestone is consistent with the public policy followed by other health IT grant programs in Massachusetts such as the Health Policy Commission's CHART grants and the Executive Office of Health and Human Services Infrastructure Capacity Building grants.

The four milestones are further detailed in Table 2.

Milestones 1–3 shall be completed in sequence; Milestone 4, the Hlway Milestone; however, can be met at any time after meeting Milestone 1.

The Milestone Payment amounts as detailed in Table 1 are tiered by size, based on the total number of DPH-licensed (Level I, II, III, & IV) beds an Organization has in Massachusetts, as follows:

- Small Organizations: Up to 60 Licensed beds
- Medium Organizations: 61 to 160 Licensed beds
- Large Organizations: 161 to 300 Licensed beds
- Very Large Organizations: Greater than 300 Licensed beds

The following chart sets forth the tiered incentive payment structure:

Table 1. eQuality Incentive Program Tiered and Graded Payment Structure

Organization Size	Milestones				Total
	M-1	M-2	M-3	M-4	
Small	\$ 8,250	\$ 8,250	\$ 8,250	\$ 8,250	\$ 33,000
Medium	\$ 12,375	\$ 12,375	\$ 12,375	\$ 12,375	\$ 49,500
Large	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 66,000
Very large	\$ 20,625	\$ 20,625	\$ 20,625	\$ 20,625	\$ 82,500

General Conditions for Milestones:

- The “description of current environment”, as included in the grant application by the grantee, will determine what milestone payments the grantee is eligible to receive. While grantees cannot get paid for Milestones 2 or 3 if they completed that work prior to submitting an Application, they can still receive incentive payments under this solicitation. In this situation, the milestone payment for Milestone 2 or 3 (but not both) will be allocated to the next

- Milestone (Milestone 3 or Milestone 4 (M-HIway), as applicable), MeHI reserves the right to adjust total payments based upon a grantee’s baseline.
- If the organization received funds from the MeHI HIway Implementation Grants to complete a production connection via a Direct-enabled gateway⁴ OR has already connected to the Mass HIway via a Direct-enabled gateway (not via webmail), then the Applicant is not eligible for Milestone 4 payment. The Applicant, however, may be eligible for the other milestones.
 - If the Applicant has met all the criteria for Milestones 2 and 3 and is deemed ineligible for Milestone 4, then the Applicant will be notified that it is ineligible to receive funding under the Incentive Program.
 - If the organization does not meet a minimum of Milestone 2 and the HIE Milestone by the end of the grant period (June 30, 2017), the organization will be required to repay 50% of any incentive payments received.

Table 2. eQuality Incentive Program Milestones (detail) (unless noted otherwise each deliverable is subject to MeHI approval)

Milestone	Description	Proportion of Total Payment	Deliverable
1	<p>Transformation Plan</p> <p>Develop a Transformation Plan that describes how the organization will prepare and transform its practice to maximize the potential of its investments in health IT in order to achieve identified outcomes. The plan shall describe, at a minimum:</p> <ol style="list-style-type: none"> 1. Anticipated Outcomes <ul style="list-style-type: none"> ○ the operational and/or clinical outcomes being targeted; include at least one outcome measure that shall be tracked monthly; ○ how grantee will use implemented health IT to better integrate LTPAC with other care settings (i.e., settings the patient is referred from or to); 2. Current State Analysis <ul style="list-style-type: none"> ○ the current health IT state of the organization’s practice; 3. Future State Analysis <ul style="list-style-type: none"> ○ the desired future health IT state of the organization’s practice as of the end of the period of performance; 4. Gap Analysis <ul style="list-style-type: none"> ○ the gap that exists between current and future state and how the organization will close that gap; 5. Grant Approach <ul style="list-style-type: none"> ○ anticipated workflows impacted during the organization’s transition to the future state and how it will facilitate the change, and ○ the organization’s approach to meeting each milestone; ○ how the organization’s planned advancements in the use of health IT 	25%	<p>Transformation Plan (submitted within 90 days of grant agreement execution) Approved by MeHI</p> <p>Completed MeHI HIE Use Case Development Form</p>

⁴ Direct-enabled gateway = use of a LAND device or a Direct connection of the EHR to the HIway.

		<p>will support achieving identified operational and/or clinical outcomes;</p> <ul style="list-style-type: none"> ○ how the organization will protect its electronic health information; ○ the timeline of major activities to achieve the organization’s future state and identified outcomes, to include, dates to meet M1, M2, M3 and M4, as applicable. <p>Complete the MeHI HIE Use Case Development Form.</p>		
2	Foundational Use of CERHT	<p>Use of CEHRT to minimize the paper chart and perform the following functions:</p> <ol style="list-style-type: none"> 1. Clinical data repository 2. Electronic nursing/clinical documentation (via flowsheets, standard forms, templates) 3. Clinical provider order entry (CPOE) <p>Plan to engage clinicians who diagnose or prescribe and prepare them for the use of the CEHRT</p> <p>Description of certified EHR technology (vendor, product, version, setting of care, extent of use, CHPL ID)</p> <p>Description of the organization’s policies & procedures to protect electronic health information</p>	25%	<p>Submission of “Use of CEHRT – Part 1” attestation by grantee</p> <p>Completed phone interview with MeHI to verify use of CEHRT</p> <p>Clinician Engagement Plan</p> <p>Description of certified EHR technology</p> <p>Description of the organization’s policies & procedures to protect electronic health information</p>
3	Advanced Use of CERHT	<p>Use of CEHRT to manage patient care and perform at least 5 of the 9 functions:</p> <ol style="list-style-type: none"> 1. Integrate with practice operations or billing system 2. Maintain an up-to-date list of active problems 3. Generate and transmit prescriptions electronically 4. Use clinical decision support 5. Clinician electronic documentation of patient progress notes 6. Provide patients the ability to interact online with their practice or view online their health information 7. Perform medication management 8. Enable electronic messaging within the institution and care team 9. Submit required forms electronically to state and federal agencies <p>Updated description of certified EHR technology (vendor, product, version, setting of care, extent of use, CHPL ID)</p>	25%	<p>Submission of “Use of CEHRT – Part 2” attestation by grantee</p> <p>Completed phone interview with MeHI to verify use of CEHRT</p> <p>Updated description of certified EHR technology</p>
4	Health Information	Guided by the completed HIE Use Case Development form, connect to (either directly or	25%	Copy of the HIE or Mass HIway

<p>Exchange</p>	<p>through another HISP) and use the Mass Hlway or an HIE that connects to the Mass Hlway to exercise the organization’s use case (e.g., discharge planning, incorporate electronic lab result into CEHRTs, care coordination with primary care, public health reporting) in production with at least one trading partner with which it is not affiliated or joined together contractually or through a shared entity (e.g., LLC) to enter into payer contracts that include financial risk or clinical integration; <i>NOTE: For purposes of this grant, webmail is not a sufficient means for transacting via the Hlway. MeHI’s intent is to advance interoperability, thus using an EHR Direct connection or a gateway device (e.g., LAND device or equivalent) is required.</i></p> <p>Describe the organization’s approach to operationalizing “opt in” for the Mass Hlway for its patients. Review the September webinar entitled, “Mass Hlway Consent: Operationalizing Opt in” and the Mass Hlway website to view consent collateral.</p>	<p>participation agreement</p> <p>Attestation from grantee and trading partner that production transactions are being sent/received for the use case described in the HIE Use Case Development Form</p> <p>Description of approach to operationalize “opt in” consent for the HIE/Mass Hlway</p>
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3. EVALUATION PROCESS AND CRITERIA

3.1. Process and Criteria

A team from MeHI will collect and review each Application against the criteria below. MeHI also reserves the right to have Incentive Program Applications reviewed by an external review team. Applicants will be evaluated on the following criteria:

- a. **Compliance:** Has the Applicant met each of the four (4) eligibility criteria, as described in Section 2.3.2, including attestation and substantiation requirements;
- b. **Need:** Has the Applicant described why they need the funding and how other sources of funds and resources are insufficient to meet their organizational health IT goals;
- c. **Feasibility:** Has the Applicant described a feasible approach for meeting the Incentive Program milestones and achieving a more advanced state of integration and use of health IT;
- d. **Ability:** Has the Applicant demonstrated the ability to meet the guidelines and conditions set forth in this Solicitation;
- e. **Capacity:** Has the Applicant sufficiently indicated organizational capacity to carry out their proposed approach to achieving the milestones;
- f. **Commitment:** Has the Applicant demonstrated their commitment to meeting the intent of the grant and all milestones; and
- g. **Impact:** Has the Applicant submitted sufficient information to address how the organization intends to use its EHR and other health IT to support the Commonwealth’s health care policy objectives (see Section 4.4.1)?
- h. **Chapter 224 Criteria:** Chapter 224 requires that MeHI take into account how the Applicant organization intends to use its EHR and other health IT in light of the Commonwealth’s health care policy objectives. Additional weight will be given to Applicants that serve underserved populations or are located in medically underserved areas, as defined by the Health Resources and Services Administration (HRSA).

The order of criteria listed above does not necessarily reflect the relative order of importance. MeHI reserves the right to consider such other relevant factors as it deems appropriate. MeHI may or may not seek additional information from an Applicant prior to making a selection. MeHI will issue a Notice of Grant Award for each Application selected for funding, that will stipulate the period of performance, the targeted milestones, the terms and conditions of the award, and reporting requirements.

Each Applicant will be notified of final decisions via e-mail to the identified recipient. We anticipate that award decisions will be made by May 8, 2015.

3.2 Follow-on funding: EOHHS SIM Mass Hlway Grant

MeHI is collaborating with EOHHS to provide optional, additional funding to Incentive Program grantees to maximize EHR interoperability capabilities. The State Innovation Model (SIM)⁵ Mass Hlway Grant is a companion grant to the Incentive Program and is designed to strengthen Mass Hlway information pathways and supporting workflows established during the Incentive Program and optimize grantee Hlway Use Cases in order to, ultimately, achieve interoperability across the continuum of care.

To meet Milestone 4 under the Incentive Program, grantees are required to connect to and use the Mass Hlway, to exercise their use case in production with at least one trading partner with which it is not affiliated or joined together contractually or through a shared entity (e.g., LLC) to enter into payer contracts that include financial risk or clinical integration and to describe their approach to operationalizing “opt in” for the Mass Hlway for their patients. The additional SIM funding will assist grantees to achieve a greater volume of transactions on the Hlway and increasingly sophisticated use of the Hlway, including implementation of modified workflows, reinforcing of data pathways between EHRs and the Hlway, and completion of practice staff and provider training.

Grantees who are not eligible for Milestone 4 because the Organization was already connected to and using the Mass Hlway at the time of application may still be eligible for this companion grant to achieve greater volume of transactions on the Hlway.

More information on this companion program will be made available after eQIP grantees are selected.

While this companion grant is tightly aligned to this grant, the SIM Mass Hlway Grant is a separate funding program and will require a second application through EOHHS. Please note, however, that the current intent to establish the SIM grant program should not be deemed or construed by Applicants as a binding commitment by EOHHS to provide follow-on funding.

4. APPLICATION PROCESS

4.1 Application and Submission Instructions

The Application Guidelines are set forth in Section 4.4 below. MeHI recommends that Applicants carefully follow instructions and prepare complete, clear, and concise applications. It is the sole responsibility of the Applicant to ensure that its Application is complete, and is properly submitted to MeHI. MeHI accepts no responsibility for late delivery of an application. All late applications shall be returned to the Applicants unopened.

To be eligible for funding from the Incentive Program Applicants must submit the following:

- An electronic copy of the application package sent to proposals@masstech.org must be

⁵ Massachusetts was awarded funding from the US Department of Health and Human Services' Center for Medicare & Medicaid Innovation (“CMMI”) to implement their State Health Care Innovation Plan. Based on the vision for health reform outlined in Chapter 224, the Commonwealth’s State Innovation Models (“SIM”) grant activities focus on supporting transformation of the health care delivery system, including strengthening the health IT infrastructure for care coordination and service integration.

received by 3:00 p.m. EST, on Thursday, April 2, 2015 (please include the solicitation number in the subject heading); AND

- Two bound double-sided copies of the application package with original signatures. must be received by MeHI at the address set forth below **by 3:00 p.m. EST on Thursday, April 2, 2015.**

Each Applicant is cautioned to review Attachment C-1 and C-2 hereof, prior to submitting an electronic copy of its application. In accordance with the procedures set forth in Attachment C-1 and C-2, any information that Applicant has identified as “sensitive information” in the hard copy of its application should be deleted from the electronic copy prior to submission to MeHI. The foregoing notwithstanding, the hard copy application must be an exact copy of the electronic submission. Any deviation in a material term shall disqualify the submission, unless such deviation is to incorporate information Applicant has identified as “sensitive information” in accordance with the procedures set forth in Attachment C-1 and C-2.

The hard copy application package must be submitted to:

Attn: eQuality Incentive Program Grants Solicitation
Solicitation No. RFP 2015–MeHI–03
c/o Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581-3340

4.2 Application Timeframe

The application process will proceed according to the following schedule. The target dates are subject to change. Therefore, Applicants are encouraged to check MeHI’s website frequently for updates to the schedule.

<u>Task</u>	<u>Date:</u>
Solicitation Released	February 17, 2015
First Prospective Applicants Webinar	February 19, 2015 @ 12:00 PM EST
Second Prospective Applicants Webinar	February 26, 2015 @ 3:00 PM EST
Notice of Intent to Submit Application Due	March 6, 2015 @ 5 PM EST
Questions Due	March 12, 2015 @ 5 PM EST
Question and Answer File Posted	March 20, 2015 @ 5 PM EST
Electronic Applications Due (sent to proposals@masstech.org)	April 2, 2015 @ 3:00 p.m. EST
Hard Copy Applications Due	April 2, 2015 @ 3:00 p.m. EST
Notification of Award	May 15, 2015

4.3 Solicitation Questions and Webinars

Question and answer webinars will be held on Thursday, February 19, 2015 at 12:00 p.m. EST, and Thursday, February 26, 2015 at 3:00 p.m. EST. All potential Applicants interested in participating in the webinar must register for one of the two available sessions by 12:00 p.m. the day prior to the webinar in order to obtain the conference call information:

- Thursday, February 19, 2015 at 12:00 PM – Register at the following url – <https://attendee.gotowebinar.com/rt/984587737906407682>
- Thursday, February 26, 2015 at 3:00 PM – Register at the following url – <https://attendee.gotowebinar.com/rt/984587737906407682>

Questions regarding this Solicitation must be submitted by electronic mail to proposals@masstech.org with the following Subject Line: “Questions – Solicitation No. RFP 2015–MeHI–03.” We request questions to be submitted prior to the webinars be received by 11:00 a.m. EST the day prior to each webinar. All questions must be received by 5:00 p.m. EST on **March 5, 2015**. Responses to all questions received will be posted on or before 5:00 p.m. on **March 12, 2015** to the MeHI and Comm-Buys website(s).

4.4 Application Guidelines

Applications must include the items listed below. **All documents must be submitted in MS Word format, Arial 10 point font, and with 1” margins.**

Application packages must include the following documents:

- Proposal Narrative (8-page limit) (see 4.4.1, Section 1, below)
- Eligibility Substantiation Form (see Attachment A-1)
 - Organizational LTPAC Profile Form (see Attachment A-1-a)
 - Organizational Patient Service Revenue Form (see Attachment A-1-b)
- Current Use of Health IT Substantiation Form (see Attachment A-2)
- Officer's Certification Form / Signature (see Attachment A-3)
- EHR Current Product Table (see Attachment B)
- Signed Organizational Approval Letter stating the sponsoring organization's support for the proposed project.
- Application Summary Sheet Form (Attachment D).
- Authorized Application Signature and Acceptance Form (see Attachment E). Applicants must certify that they have complied with the terms, conditions and specifications contained in this Solicitation.

The Applicant can satisfy this requirement by executing the Authorized Applicant's Signature and Acceptance Form (Attachment E). **By executing the Authorized Applicant's Signature and Acceptance Form and submitting a response to this solicitation, Applicant certifies that they (1) acknowledge and understand the procedures for handling materials submitted to the Mass Tech Collaborative as set forth in Attachments C-1 and C-22, (2) agree to be bound by those procedures, and (3) agree that the Mass Tech Collaborative shall not be liable under any circumstances for the disclosure of any materials submitted to the Mass Tech Collaborative pursuant to this solicitation or upon the applicant's selection as a grantee.**

- Exceptions to the General Terms & Conditions (Attachment F), if any. Applicant must include any exceptions to the General Terms & Conditions with its Authorized Applicant's Signature and Acceptance Form (Attachment F). FAILURE TO SPECIFY EXCEPTIONS AND/OR COUNTERPROPOSALS WILL BE DEEMED AN ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS, AND NO SUBSEQUENT NEGOTIATION OF SUCH PROVISIONS SHALL BE PERMITTED. RESERVING ONE'S RIGHTS TO NEGOTIATE TERMS AFTER AN AWARD IS MADE IS UNACCEPTABLE

4.4.1 Proposal Narrative Format (Not to exceed 8 pages)

Section 1: Application Information Required

- i. Abstract: Applicant shall provide an overview of its organization and a summary of its proposed approach to meeting the objectives of this program, including a description of their current health IT state and how the planned advancements in the use of health IT will support achieving identified operational and/or clinical outcomes. **This will be used to quickly orient reviewers to applicant's proposal and will facilitate contract scope writing** (not to exceed 500 words).
- ii. Statement of Need: Applicant shall describe why the organization needs the funds available through this grant program (not to exceed 250 words).
- iii. Project Approach: Applicant shall provide a synopsis of its proposed approach to adopt and use health IT – currently in use and/or needs to be procured - in order to meet each proposed milestone. Applicant shall further estimate: (1) the total cost of this project, and (2) the timeline to reach each milestone and complete the requirements of this grant by the required completion date of June 30, 2017 (not to exceed two pages).
- iv. EHR product: If Applicant has an EHR, Applicant shall complete the attestation in Attachment A-2 and the table in Attachment B (EHR Current Product Table) that requests the following information: level of IT implemented and available to care providers; vendor, product, version, CHPL certification number (for certified products), status and a brief description of the setting(s) of care in which it is used across the organization. Use a separate line for each EHR product.
- v. HIE/Mass Hlway status: Applicant shall describe its status relative to an HIE. Is the organization currently using the Hlway or an HIE that connects to the Mass Hlway? If yes, which one? How is the organization connected (e.g., LAND, webmail, EHR Direct) to the HIE/Hlway? Additionally, describe how the organization is using the HIE/Hlway. If no, how does it intend to use the HIE/Hlway?
- vi. Health System Integration: Applicant shall describe how the organization will support efforts to integrate LTPAC services with other care settings (i.e., settings the patient is referred from or to). Examples might include coordinated treatment plans or maintaining continuity of care (one page).
- vii. In-Kind Resources: Applicant shall describe what resources the organization intends to provide to supplement or support incentive payments and provide their estimated value. Applicant shall designate a Project Manager to serve over course of project and describe how senior leadership will be overseeing this initiative (not to exceed one page).
- viii. Value of Investment Applicant shall describe how receipt of the incentive payment will help achieve long term benefits to the Commonwealth and meet the state's health care policy goals. Examples might include leveraging health IT and interoperable EHR systems to: improve patient health, coordination of care across service providers, transitions of care or a reduction in health care costs (not to exceed one page).
- ix. Anticipated Challenges: Applicant shall outline the anticipated challenges and problems that they envision may occur in meeting these milestones and ways that the organization will be able to address them (not to exceed one page).
- x. All responses must include the name and contact information of the person who will serve as the project manager; the person who will have primary responsibility for contact and communications with Mass Tech Collaborative; and the person who is authorized to negotiate and contractually-bind the Applicant.

4.4.2 Notice of Intent to Submit application

Applicants should submit a short Notice of Intent to Submit Application (NOI) for this eQIP grant by 5 p.m. on **March 6, 2015**. Submission of the non-binding NOI does not bind a prospective grantee to submit an application. However, it will assist MeHI in reviewing grant applications.

The NOI should include the following:

1. Organization Name: -----
2. Organization address; -----
3. Number of LTPAC facilities in Massachusetts; -----
4. Contact Person name; -----
5. Title; -----
6. Address: -----
7. Telephone number; -----
8. Email address; -----

NOIs should be submitted electronically to: to proposals@masstech.org with the following Subject Line: "NOI – Solicitation No. RFP 2015–MeHI–03."

5. Other Provisions

5.1 General Information

- (a) All terms, conditions, requirements, and procedures included in this RFP must be met for an Application to be determined responsive. If an Applicant fails to meet any material terms, conditions, requirements or procedures, its response may be deemed unresponsive and disqualified.
- (b) All responses, data, materials, proposals, documentation and information submitted in response to this RFP shall become the Mass Tech Collaborative's property and are subject to public disclosure under the Massachusetts Public Records Law provisions in M.G.L. c. 4, §7(26) and the provisions regarding public inspection and access to such records in M.G. L. c. 66, §10. Applicants are required to sign the Authorized Applicants' Signature and Acceptance Form, set forth in Attachment E hereto. In this regard, applicants are required to agree that the Mass Tech Collaborative shall have the unlimited right to make use of and disseminate all periodic reports, case studies and any other deliverables and work products .Any statements reserving any confidentiality or privacy rights in submitted responses or otherwise inconsistent with these statutes will be void and disregarded. The foregoing notwithstanding, the Mass Tech Collaborative has developed a set of procedures to deal with all documents submitted to it in response to this RFP, and those procedures are set forth in Attachment A hereto. By executing the Authorized Applicant's Signature and Acceptance Form, appended hereto in Attachment E, Applicant acknowledges, understands and agrees to be bound by the procedures set forth in Attachment A, and agrees that the Mass Tech Collaborative shall not be liable under any circumstances for the subsequent disclosure of any materials submitted to it by Applicant pursuant to this RFP and/or in connection with any contract entered into between Applicant and the Mass Tech Collaborative as a result of this RFP process.
- (c) Further, any selected Applicant must recognize that in the performance of a Task Order it may become a holder of personal data (as defined in M.G.L. c. 66A) or other information deemed confidential by the Commonwealth. Applicant shall comply with the laws and regulations relating to confidentiality and privacy, including any rules or regulations of the Mass Tech Collaborative. Any questions concerning issues of confidentiality, the submission of materials to the Mass Tech Collaborative, application of the procedures set forth in Attachment A or any other questions related to these matters, please contact Michael Baldino, Esq., at the Mass Tech Collaborative.
- (d) It is the policy of the Mass Tech Collaborative that contracts are awarded only to responsive and responsible Applicants. In order to qualify as responsive, the Applicant must respond to all requirements

of the RFP in a complete and thorough manner. In order to qualify as responsible, the Respondent must demonstrate: (1) the availability of adequate resources and staffing to efficiently and expeditiously implement the project plan; (2) the necessary experience, organization, qualifications, skills and facilities to implement the project plan; (3) a satisfactory record of performance in the types of activities set forth in the project plan; (4) the ability and willingness to comply with the requirements of federal and state law relative to equal employment opportunity. **ANY APPLICATION DETERMINED TO BE NON-RESPONSIVE TO THIS RFP, INCLUDING INSTRUCTIONS GOVERNING THE SUBMISSION OF APPLICATIONS, WILL BE DISQUALIFIED WITHOUT EVALUATION UNLESS THE MASS TECH COLLABORATIVE COMMITTEE DETERMINES THAT THE NONCOMPLIANCE IS INSUBSTANTIAL OR IS WAIVED BY THE MASS TECH COLLABORATIVE BASED ON ITS DETERMINATION THAT THE NONCOMPLIANCE INVOLVES MINOR IRREGULARITIES.**

(e) Unless otherwise specified in this RFP, all communications, responses, and documentation must be in English, and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFP. Applicants should note that the procedures for handling information deemed sensitive by Applicant and submitted to the Mass Tech Collaborative set forth in Attachment A apply only to hard copy documents, and are not applicable to information submitted by, among other methods, electronic mail, facsimile or verbally.

(f) On matters related to this RFP that arise prior to an award decision by the Mass Tech Collaborative, Applicants shall limit communications with the Mass Tech Collaborative to the Procurement Team Leader and such other individuals as the Mass Tech Collaborative may designate from time to time. No other Mass Tech Collaborative employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this RFP. Applicants may contact the Procurement Team Leader for this RFP in the event this RFP is incomplete. The foregoing notwithstanding, Applicants who have questions concerning issues of confidentiality, the submission of materials to the Mass Tech Collaborative, application of the procedures set forth in Attachment A or any other questions related to these matters, may contact Michael Baldino, Esq., at the Mass Tech Collaborative.

(g) The Procurement Team Leader may provide reasonable accommodations, including the provision of material in an alternative format, for qualified Applicants with disabilities or other hardships. Applicants requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Procurement Team Leader. The Procurement Team Leader reserves the right to grant or reject any request for accommodations.

(h) Costs that are not specifically identified in the Applicant's response and/or not specifically accepted by the Mass Tech Collaborative as part of the grant agreement will not be compensated under any contract awarded pursuant to this RFP. The Mass Tech Collaborative shall not be responsible for any costs or expenses incurred by Respondents in responding to this RFP.

(i) The Applicant may not alter the RFP or its components except for those portions intended to collect the Applicant's response. Modifications to the body of this RFP, specifications, terms and conditions, or which change the intent of this RFP are prohibited. Any modifications other than where the Applicant is prompted for a response will disqualify the response. The foregoing notwithstanding, proposed exceptions and/or counterproposals to the grant agreement are permitted to be submitted with an Application.

(j) Applicant's submitted Application shall be treated by the Mass Tech Collaborative as an accurate statement of Applicant's capabilities and experience. Should any statement asserted by Applicant prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for rejection of the Application and/or of any resulting contract. The RFP evaluation committee will rule on any such matters and will determine appropriate action.

5.2 Posting of Changes/Amendments to RFP

This RFP has been distributed electronically using the Mass Tech Collaborative's and the COMMBUYS websites. If the Mass Tech Collaborative determines that it is necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its provisions, a supplement or addenda will be posted to the Mass Tech Collaborative's and the COMMBUYS websites. It is the responsibility of each Applicant to check the Mass Tech Collaborative's and/or the COMMBUYS websites for any addenda or modifications to a RFP to which they intend to respond. The Mass Tech Collaborative, the Commonwealth of Massachusetts, and its subdivisions accept no liability and will provide no accommodation to Applicants who submit a response based on an out-of-date RFP document.

5.3 Waiver Authority

Mass Tech Collaborative reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to request modifications of the application, to accept or reject any or all applications received, and/or to cancel all or part of this application at any time prior to awards.

5.4 Disclaimer

This application does not commit Mass Tech Collaborative to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. Mass Tech Collaborative reserves the right to accept or reject any or all applications received, negotiate with all qualified Applicants, cancel or modify the application in part or in its entirety, or change the application guidelines, when it is in its best interests.

Attachment A-1
Substantiation Form

Applicant must submit, in tabbed and labeled format, the Eligibility Substantiation Documentation as is required by this Solicitation, including:

	Documentation	Included
1	Copy of currently valid license(s) to provide LTPAC direct inpatient care services in a Level I or Level II licensed long-term care facility granted by the Massachusetts Department of Public Health (MA DPH) (http://www.mass.gov/eohhs/docs/dph/regs/105cmr150.pdf)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	<ul style="list-style-type: none"> • The LTPAC profile (Attachment A-1-a) must be included with the Application 	
2	A statement documenting: <ol style="list-style-type: none"> (1) Total Patient Service Revenue (PSR) for inpatient LTPAC services⁶ for the last State FY for all MA DPH licensed facilities or units (Level I, II, III, or IV) (2) The amount and percent of PSR for inpatient LTPAC services for MA DPH-licensed Level I or Level II LTC facilities only), and (3) The source, amount and percent for all such LTPAC services revenue, e.g., private payer(s), Medicaid, Medicare, etc. 	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	<ul style="list-style-type: none"> • The PSR chart (Attachment A-1-b) must be included with the Application • PSR calculations must be supported by documentation from Uniform Financial Statements and Independent Auditor's Report (UFR) or similar audited report (most recent FY available) that is attached as supporting documentation. 	
3	A full corporate organizational chart showing the ownership, governance and operational structure of the provider organization, including any parent entities, and corporate affiliates	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
4	Documentation that it is not an EH under the HITECH Act AND that its providers are not EPs under the definitions of the Act OR	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
—	if have providers who are EPs, submit documentation verifying: <ol style="list-style-type: none"> (1) the number and percent of the organization's clinical care providers that are EPs (2) how each of those EPs assign/will assign their EHR Incentive Program revenue, AND (3) that the number of the EPs that assign their EHR Incentive Program revenue to the Organization is less than 30% of the organization's clinical staff 	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>

⁶ PSR is revenue from post-acute care services, and does not include revenue from outpatient, assisted living, hospice or other services that may be performed at these licensed facilities

Attachment A-1-a

Organizational LTPAC Profile

This chart must be completed for every facility owned by the Organization that is providing LTPAC service in Massachusetts. Add additional sheets if necessary.

◀ Organizational LTPAC Profile ▶				
Organization [Name] _____	<u>Levels of Licensed facilities</u>		<u>Number of beds</u>	<u>Annual Revenue</u>
Facility #1 [Name] _____ [Location] _____ Does this facility have MA DPH-licensed Long-term Care Facilities or Units as defined in 105 CMR 150.000? Yes <input type="checkbox"/> No <input type="checkbox"/>	Level I (Intensive Nursing & Rehabilitative Care Facility)	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
	Level II (Skilled Nursing Care Facilities)	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
	Level III (Supportive Nursing Care Facilities)	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
	Level IV (Resident Care Facilities)	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
Facility #2 [Name] _____ [Location] _____ Does this facility have MA DPH-licensed Long-term Care Facilities or Units as defined in 105 CMR 150.000? Yes <input type="checkbox"/> No <input type="checkbox"/>	Level I (Intensive Nursing & Rehabilitative Care Facility)	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
	Level II (Skilled Nursing Care Facilities)	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
	Level III (Supportive Nursing Care Facilities)	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
	Level IV (Resident Care Facilities)	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
			Total beds	Total Revenue
<u>Total for Organization</u>	Level I		_____	_____
	Level II		_____	_____
	Level III		_____	_____
	Level IV		_____	_____

Attachment A-1-b

Organizational Patient Service Revenue

◀ Patient Service Revenue: FY 14 ▶			
<u>Revenue (FY14)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Source/location</u> Specify UFR page number, UFR schedule name and program names and revenue line item numbers within supporting documentation ⁷ to correspond to the amounts listed, and a brief explanation of LTPAC ⁸ services
Total PSR ⁹ - LTPAC (all sources)	\$	N/A	[EXAMPLE]: UFR pg. 21
Total PSR – LTPAC Services from public payer	\$	___%	
Total PSR – LTPAC Services from other payers	\$	___%	
Total percentage of PSR (LTPAC Services) from public payer = ___% [must be >50%]			
Total PSR - LTPAC [Level I or Level II only]	\$	___%	
Total PSR – LTPAC [Level I or Level II only] from public payer	\$	___%	
Total PSR – LTPAC [Level 1 & 2 only] from other payers	\$	___%	
Total percentage of PSR (Level I & II only) from public payer = ___%			

⁷ From Uniform Financial Statements and Independent Auditor's Report (UFR) or similar audited report (most recent FY available) that is attached as supporting documentation.

⁸ LTPAC Services included must be either broken out in supporting documentation, or should be explained in table (attach an additional sheet if required).

⁹ Patient services revenue (PSR) is the total of net patient service revenue (gross patient service revenue less any contractual adjustments) for inpatient LTPAC services for the last State fiscal year (July 1, 2013 to June 30, 2014) for all of an organization's MA DPH licensed Level I, II, III, and/or IV beds.

Attachment A-2

Current Use of Health IT

1. _____ [Organization name] attests to ___ having / ___ not having (check one) a CEHRT implemented that serves as the core EHR supporting patient care.
 - If you responded to “having” a CEHRT implemented, please complete the information below.
2. _____ [Organization name] attests to the following level of IT implemented in the organization and available to care providers:

	Function	Implemented in Org.	Use of this function	Comments (attach additional sheets if necessary)
1	Clinical data repository Major systems feed data into a central, clinical data repository (CDR) that provides physician and other care-giver access to review Orders and Results	Yes <input type="checkbox"/> No <input type="checkbox"/>	___% [percent] of all the current & planned system’s clinical users	
2	Electronic nursing/clinical documentation (via flowsheets, standard forms, templates) Nursing documentation and forms are completed electronically and integrated with patient data in the CDR. Support provided for clinical assessment tools (e.g., MDS, OASIS, CARE) that measure functional status, cognitive patterns, active disease diagnosis, health conditions, etc.	Yes <input type="checkbox"/> No <input type="checkbox"/>	___% [percent] of all nurses providing direct patient care	
3	Clinical provider order entry (CPOE) Clinicians directly entering medication, laboratory and radiology orders electronically.	Yes <input type="checkbox"/> No <input type="checkbox"/>	___% [percent] of orders entered electronically	
4	Integrate with practice operations or billing system Relevant procedure and diagnostic codes are captured and integrated with the patient demographic data to produce a patient bill	Yes <input type="checkbox"/> No <input type="checkbox"/>	Integration in use Yes <input type="checkbox"/> No <input type="checkbox"/>	
5	Maintain an up-to-date list of active problems All patients have a list of all active problems. Problems are coded using standard vocabulary and code sets, (e.g., ICD-9- CM, SNOMED-CT)	Yes <input type="checkbox"/> No <input type="checkbox"/>	___% [percent] of in-patients	
6	Generate and transmit prescriptions electronically Prescriptions are created and transmitted to the pharmacy electronically	Yes <input type="checkbox"/> No <input type="checkbox"/>	___% [percent] of ordered prescriptions	
7	Use clinical decision support Provide a tool/mechanism to assist the care team in making timely, informed and higher quality decisions. Health IT functionality that provides the care team with general and person-specific information (e.g., duplicate tests, conflict checking), at appropriate times.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Function in use Yes <input type="checkbox"/> No <input type="checkbox"/>	

8	<p>Clinician electronic documentation of patient progress notes Clinicians who diagnose or prescribe document progress notes electronically</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>	___% [percent] of clinicians who diagnose or prescribe	
9	<p>Provide patients the ability to interact online with their practice or view online their health information Provide patients with timely access to their electronic patient information through an online medium (e.g., PHR, patient portal)</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Function in use Yes <input type="checkbox"/> No <input type="checkbox"/>	
10	<p>Perform medication management Replace paper Medication Administration Record with electronic system to track and record administration of a patients' medication and treatments</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>	___% [percent] of medication administrating staff	
11	<p>Enable electronic messaging within the institution and care team Clinical information can be readily shared via internal electronic messaging (e.g., notifications, clinical messages)</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Function in use Yes <input type="checkbox"/> No <input type="checkbox"/>	
12	<p>Submit required forms electronically to state and federal agencies Use the EHR as a source of information for required state and federal forms. Submit required information electronically.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Function in use Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, list forms submitted electronically.</i>	

Attachment A-3**Officer's Certification Form / Signature**

1. _____ [*Organization name*] attests that it currently holds a valid license(s) to provide LTPAC direct patient care services in a Level I or Level II licensed long-term care facility granted by the MA DPH (<http://www.mass.gov/eohhs/docs/dph/regs/105cmr150.pdf>)
Yes No
2. _____ [*Organization name*] attests that [*Organization name*] or its providers are not excluded from participation in Federal or state healthcare programs or listed on the Office of Inspector General (OIG) Medicare Exclusion Database (MED) and General Services Administration (GSA) Excluded Parties List System (EPLS) exclusion lists, and that it will promptly notify MeHI if [*Organization name*] or its providers become so excluded.
Yes No
3. _____ [*Organization name*] attests that it has no financial relationship/affiliation to an acute care hospital system, is not in an affiliated or parent-subsiary group, or otherwise has access to financial/IT resources through corporate or contractual affiliations.
Yes No
4. _____ [*Organization name*] attests that more than 50 percent of the organization's Patient Services Revenue, defined herein, is public payer.
Yes No
5. _____ [*Organization name*] attests that it is not an Eligible Hospital (EH), Federally Qualified Health Center (FQHC), or Community Health Center, and that its providers are not Eligible Professionals (EPs) under the Medicare or Medicaid EHR Incentive Programs.
Yes No (If No, proceed to 5a.)
6. [*Organization name*] attests that the number of EPs who assign/will assign their EHR Incentive Payment to the organization total less than 30% of its total clinical staff.
Yes No
7. _____ [*Organization name*] attests that the information provided in Attachment A-1 (Substantiation Form) and accompanying documentation is true and complete.
Yes No
8. _____ [*Organization name*] attests that the information provided in Attachment A-1-a (Organizational LTPAC Profile) is true and complete.
Yes No
9. _____ [*Organization name*] attests that the information provided in Attachment A-1-b (Organizational Patient Service Revenue) is true and complete.
Yes No
10. _____ [*Organization name*] attests that the information provided in Attachment A-2 (Current Use of Health IT) is true and complete.
Yes No

If you have answered 'No' to any questions, please explain. Attach additional sheets if necessary.

Attachment A-3 (page 2)

Certification

The undersigned, _____, hereby certifies
(Name and Title)
that I am a duly authorized representative of _____
(Organization Name)

and that all of the foregoing answers and all statements contained in any explanation are complete, true and correct. Providing false or misleading information or failure to provide all required information will be considered grounds for disqualification. I attest to the accuracy of all information contained in this application and verify that the information submitted is in fact complete, accurate and true.

Signed and sworn under the penalties of perjury

Dated at: _____
(location)

This _____ day of _____, 2015

By: _____
(Signature)

Name: _____
(Printed or Typed)

Title/Position: _____

Attachment B
EHR Current product table

EHR Vendor	EHR Product	EHR Version	Certified (Y/N) <i>If yes, enter CHPL ID</i>	Status <i>In use, Being implemented, Procured</i>	Description of Setting of Care	Extent of Use

Certified Product List is located at <http://oncchpl.force.com/ehrcert?q=chpl>.

ATTACHMENT C-1**THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE
POLICY AND PROCEDURES REGARDING SUBMISSION OF “SENSITIVE INFORMATION”**

Massachusetts Technology Collaborative, the Innovation Institute, the Massachusetts Broadband Institute and the Massachusetts e-Health Institute (collectively referred to herein as “Mass Tech Collaborative”) are subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the “Public Records Act”), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, “public records” include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by Mass Tech Collaborative. As a result, any information submitted to Mass Tech Collaborative by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the “Submitting Party”) is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, “public records” do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including Mass Tech Collaborative’s enabling act, M.G.L. Chapter 40J. One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by Mass Tech Collaborative that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the “Trade Secrets Exemption”).

IT IS MASS TECH COLLABORATIVE’S EXPECTATION AND BELIEF THAT THE OVERWHELMING PERCENTAGE OF DOCUMENTS IT RECEIVES FROM A SUBMITTING PARTY DOES NOT CONTAIN ANY INFORMATION THAT WOULD WARRANT AN ASSERTION BY MASS TECH COLLABORATIVE OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO MASS TECH COLLABORATIVE, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO MASS TECH COLLABORATIVE ARE SUBJECT TO PUBLIC DISCLOSURE WITHOUT ANY PRIOR NOTICE TO THE SUBMITTING PARTY AND WITHOUT RESORT TO ANY FORMAL PUBLIC RECORDS REQUEST.

In the event that a Submitting Party wishes to submit certain documents to Mass Tech Collaborative and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

1. At the time of the Submitting Party’s initial submission of documents to Mass Tech Collaborative, the Submitting Party must provide a cover letter, addressed to Mass Tech Collaborative’s General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents’ disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is the Submitting Party’s responsibility and obligation to provide detailed explanations for each such document.
2. At the time of the Submitting Party’s initial submission of documents to Mass Tech Collaborative, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as “Sensitive Information.” It is the Submitting Party’s responsibility and obligation to ensure that all such documents are sufficiently identified as “Sensitive Information” and Submitting Party’s designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.

INFORMATION SUBMITTED TO MASS TECH COLLABORATIVE IN ANY FORM OTHER THAN A HARD COPY DOCUMENT WILL NOT BE SUBJECT TO THE PROCEDURES SET FORTH IN THIS POLICY. FOR EXAMPLE, INFORMATION

SUBMITTED BY E-MAIL, FACSIMILE AND/OR VERBALLY WILL NOT BE SUBJECT TO THESE PROCEDURES AND MAY BE DISCLOSED AT ANY TIME WITHOUT NOTICE TO THE SUBMITTING PARTY.

3. Documents that are not accompanied by the written notification to Mass Tech Collaborative's General Counsel or are not properly identified by the Submitting Party as "Sensitive Information" at the time of their initial submission to Mass Tech Collaborative are presumptively subject to disclosure under the Public Records Act, and the procedures for providing the Submitting Party with notice of any formal public records request for documents, as set forth below, shall be inapplicable.
4. At the time Mass Tech Collaborative receives documents from the Submitting Party, any such documents designated by Submitting Party as "Sensitive Information" shall be segregated and stored in a secure filing area when not being utilized by appropriate Mass Tech Collaborative staff. By submitting a grant application, request for response, or any other act that involves the submission of information to Mass Tech Collaborative, the Submitting Party certifies, acknowledges and agrees that (a) Mass Tech Collaborative's receipt, segregation and storage of documents designated by Submitting Party as "Sensitive Information" does not represent a finding by Mass Tech Collaborative that such documents fall within the Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are otherwise exempt from disclosure under the Public Records Act, and (b) Mass Tech Collaborative is not liable under any circumstances for the subsequent disclosure of any information submitted to Mass Tech Collaborative by the Submitting Party, whether or not such documents are designated as "Sensitive Information" or Mass Tech Collaborative was negligent in disclosing such documents.
5. In the event that Mass Tech Collaborative receives an inquiry or request for information submitted by a Submitting Party, Mass Tech Collaborative shall produce all responsive information without notice to the Submitting Party. In the event that the inquiry or request entails documents that the Submitting Party has previously designated as "Sensitive Information" in strict accordance with this Policy, the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Submitting Party as "Sensitive Information", and, if not already submitted, that a formal, written public records request must be submitted by the requesting party to Mass Tech Collaborative's General Counsel for a determination of whether the subject documents are exempt from disclosure.
6. Upon the General Counsel's receipt of a formal, written public records request for information that encompass documents previously designated by Submitting Party as "Sensitive Information", the Submitting Party shall be notified in writing of Mass Tech Collaborative's receipt of the public records request, and Mass Tech Collaborative may, but shall not be required to provide Submitting Party an opportunity to present Mass Tech Collaborative with information and/or legal arguments concerning the applicability of the Trade Secrets Exemption or some other exemption to the subject documents.
7. The General Counsel shall review the subject documents, the Public Records Act and the exemption(s) claimed by the Submitting Party in making a determination concerning their potential disclosure.

THE GENERAL COUNSEL IS THE SOLE AUTHORITY WITHIN MASS TECH COLLABORATIVE FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF MASS TECH COLLABORATIVE OTHER THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF "SENSITIVE INFORMATION" OR TO BIND MASS TECH COLLABORATIVE IN ANY MANNER CONCERNING MASS TECH COLLABORATIVE'S TREATMENT AND DISCLOSURE OF SUCH DOCUMENTS.

FURTHERMORE, THE POTENTIAL APPLICABILITY OF AN EXEMPTION TO THE DISCLOSURE OF DOCUMENTS DESIGNATED BY THE SUBMITTING PARTY AS "SENSITIVE INFORMATION" SHALL NOT REQUIRE MASS TECH COLLABORATIVE TO ASSERT SUCH AN EXEMPTION. MASS TECH COLLABORATIVE'S GENERAL COUNSEL RETAINS THE SOLE DISCRETION AND AUTHORITY TO ASSERT AN EXEMPTION, AND HE MAY DECLINE TO EXERT SUCH AN EXEMPTION IF, WITHIN HIS DISCRETION, THE PUBLIC INTEREST IS SERVED BY THE DISCLOSURE OF ANY DOCUMENTS SUBMITTED BY THE SUBMITTING PARTY.

8. Mass Tech Collaborative shall provide the requesting party and Submitting Party with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
9. In the event that Mass Tech Collaborative determines that the subject documents are exempt from disclosure, the requesting party may seek review of Mass Tech Collaborative's determination before the Supervisor of Public Records, and Mass Tech Collaborative shall notify the Submitting Party in writing in the event that the requesting party pursues a review of the Mass Tech Collaborative's determination.
10. In the event the requesting party pursues a review of Mass Tech Collaborative's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders the Mass Tech Collaborative to disclose such documents to the requester, Mass Tech Collaborative shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.
11. In the event that Mass Tech Collaborative determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, Mass Tech Collaborative shall not assert an exemption, Mass Tech Collaborative shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

THE SUBMITTING PARTY'S SUBMISSION OF DOCUMENTATION TO MASS TECH COLLABORATIVE SHALL REQUIRE A SIGNED CERTIFICATION THAT SUBMITTING PARTY ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED TO MASS TECH COLLABORATIVE BY SUBMITTING PARTY AT ANY TIME, INCLUDING BUT NOT LIMITED TO THE ACKNOWLEDGEMENTS SET FORTH HEREIN, AND THAT SUBMITTING PARTY SHALL BE BOUND BY THESE PROCEDURES.

All documents submitted by Submitting Party, whether designated as "Sensitive Information" or not, are not returnable to Submitting Party.

ATTACHMENT C-2**MASS TECH COLLABORATIVE POLICY AND PROCEDURES FOR HOLDING PARTIES IN POSSESSION OF SENSITIVE INFORMATION**

From time to time, consultants, contractors, grantees, as well as other third parties interacting with Mass Tech Collaborative (collectively, the "Holding Party") may receive, have access to or create confidential, proprietary or otherwise sensitive information regarding Mass Tech Collaborative, its activities, its employees and/or third parties, such as applicants, consultants, grantees, recipients or respondents under Mass Tech Collaborative programs, which information is not generally known by or disseminated to the public as a matter of course. Information of this nature is sometimes referred to in this Agreement as "Sensitive Information." Mass Tech Collaborative expects all Holding Parties to maintain the highest degree of professionalism, integrity and propriety with respect to Sensitive Information at all times. In addition, the Massachusetts Conflict of Interest Statute, M.G.L. Chapter 268A, prohibits current and former state employees (defined in the statute to include regular full-time and part-time employees, elected or appointed officials and independent contractors) from improperly disclosing certain categories of Sensitive Information or using it to further their personal interests, and the Massachusetts Fair Information Practices Act, M.G.L. Chapter 66A, contains numerous legal requirements aimed at protecting "personal data" from improper disclosure.

Mass Tech Collaborative's policy regarding a Holding Party's possession of Sensitive Information has two key elements:

1. Holding Parties should not request or accept any more Sensitive Information -- whether of a business or personal nature -- than is reasonably necessary under the circumstances; and
2. In the absence of a specific legal requirement compelling disclosure of Sensitive Information in a particular instance, all Holding Parties are expected to take appropriate measures to safeguard such information from improper use and disclosure.

Because the relevant legal requirements and the nature and scope of the information in question can create uncertainty, **HOLDING PARTIES ARE URGED TO CONFER WITH MASS TECH COLLABORATIVE'S GENERAL COUNSEL IF THEY HAVE ANY QUESTIONS ABOUT CONFIDENTIALITY, THE SCOPE OR PROPER TREATMENT OF SENSITIVE INFORMATION, OR MASS TECH COLLABORATIVE'S POLICIES OR PROCEDURES WITH RESPECT TO SUCH TOPICS.** Holding Parties shall not substitute their own judgment for that of Mass Tech Collaborative's General Counsel in deciding whether particular information is innocuous data or Sensitive Information that should be handled with care, or the advisability or sufficiency of safeguards with respect to particular types of information. **FAILURE TO COMPLY WITH THE POLICIES AND PROCEDURES RELATING TO SENSITIVE INFORMATION AND MASS TECH COLLABORATIVE'S OBLIGATIONS PURSUANT TO THE PUBLIC RECORDS ACT AND OTHER LEGAL DISCLOSURE REQUIREMENTS CAN RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT, AND/OR POTENTIAL LEGAL LIABILITY.**

IT SHOULD BE NOTED THAT THE OBLIGATIONS UNDER THESE POLICIES CONTINUE EVEN AFTER MASS TECH COLLABORATIVE'S RELATIONSHIP WITH A PARTICULAR APPLICANT, RECIPIENT OR OTHER THIRD PARTY ENDS OR THIS AGREEMENT TERMINATES.

In the absence of a specific legal requirement necessitating disclosure of particular information in a specific instance, Holding Parties are expected to protect Sensitive Information from improper use and disclosure at all times. The following are examples of the kinds of protective procedures that should be followed:

- **Limited Communication to Mass Tech Collaborative Personnel:** Sensitive Information should not be communicated to other the Mass Tech Collaborative employees or consultants, except to the extent that they need to know the information to fulfill their Mass Tech Collaborative mission-

related responsibilities and their knowledge of the information is not likely to result in misuse or a conflict of interest.

- **Limited Communication to Non-Mass Tech Collaborative Personnel:** Sensitive Information should not be communicated to anyone outside Mass Tech Collaborative, including family members, except to the extent outside parties need to know the information in order to provide necessary services to Mass Tech Collaborative, its Holding Parties or as otherwise directed by the General Counsel to comply with legal requirements necessitating disclosure, such as proper requests under the Public Records Act.
- **Notification of Confidentiality:** When Sensitive Information is communicated to any person outside Mass Tech Collaborative, the individual receiving such information should be informed of its sensitive nature and the need to safeguard such information from improper use and disclosure. When Sensitive Information is communicated to parties inside Mass Tech Collaborative, the procedures set forth in Attachment A-1 are applicable. Mass Tech Collaborative may require that Holding Parties execute a confidentiality agreement that has either been provided or approved by the General Counsel before Sensitive Information is disclosed to them.
- **Mass Tech Collaborative Use Only:** Sensitive Information should only be used for Mass Tech Collaborative purposes. Under no circumstances may a present or former Holding Party "trade on" such information or otherwise use it, directly or indirectly, for personal gain or for the benefit of any party other than the owner of such information.
- **Prevention of Eavesdropping, Unauthorized Viewing, etc.:** Sensitive matters should not be discussed in restaurants, on public transportation or in other public places or in locations, such as hallways, elevators and building lobbies, where unauthorized individuals could overhear the discussion. Similarly, Sensitive Information should not be exchanged or discussed via cordless or cellular phones or similar "non-secure" communication lines. Speaker phones can amplify conversations and should be used with care when discussing Sensitive Information. Common sense precautions should also be taken with respect to Sensitive Information in written form, such as stamping or marking such documents "CONFIDENTIAL" to flag them for special handling, limiting access to files to those with an Mass Tech Collaborative-related "need to know," locking documents that contain Sensitive Information in desk drawers or file cabinets when you are away from your desk, carefully limiting the circumstances in which (and exercising appropriate care when) such materials leave Mass Tech Collaborative's office, delivering sensitive materials to others in sealed envelopes, and limiting the addressees and "cc's" of letters, memoranda, emails and other communications containing Sensitive Information to those individuals who reasonably need to see such communications. Data stored on personal computers, and floppy disks, c/d roms and other electronic media containing Sensitive Information, should be properly secured to keep them from being accessed by unauthorized individuals. Documents containing Sensitive Information that are sent to printers should be picked up promptly.
- **Communications with the Public; Compulsory Legal Process:** All contacts with the media and all speeches or other oral or written public statements made on behalf of Mass Tech Collaborative, or concerning its activities, applicants or recipients, must be cleared in advance by Mass Tech Collaborative's Chief of Staff. In speeches and statements *not* made on behalf of Mass Tech Collaborative, proper care should be taken to avoid any implication that the Mass Tech Collaborative endorses the views expressed. All disclosure requests under the Public Records Act or in the form of requests for discovery, subpoenas, court or administrative orders or the like must also be referred to the General Counsel for appropriate handling.

QUESTIONS CONCERNING WHETHER A GIVEN TYPE OF INFORMATION OR DOCUMENT IN A HOLDING PARTY'S POSSESSION IS A "PUBLIC RECORD," AND THUS SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS ACT, OR IS COVERED BY AN AVAILABLE EXEMPTION, SHOULD BE DIRECTED TO MASS TECH COLLABORATIVE'S GENERAL COUNSEL. NO OTHER MASS TECH COLLABORATIVE EMPLOYEE IS AUTHORIZED TO MAKE SUCH ASSESSMENTS OR TO PROVIDE ANY GUIDANCE TO A HOLDING PARTY CONCERNING POTENTIAL DISCLOSURE OF ANY INFORMATION PROVIDED TO OR IN POSSESSION OF A HOLDING PARTY.

IN ADDITION, ALL COMMUNICATIONS SEEKING INSPECTION OR OTHER DISCLOSURE OF MATERIALS IN A HOLDING PARTY'S POSSESSION UNDER THE PUBLIC RECORDS ACT MUST BE REFERRED PROMPTLY TO THE GENERAL COUNSEL. SIMILARLY, ALL SUBPOENAS AND OTHER LEGAL PROCESS DOCUMENTS REQUESTING OR SEEKING TO COMPEL DISCLOSURE OF MATERIALS IN A HOLDING PARTY'S POSSESSION MUST BE DELIVERED OR PROMPTLY FORWARDED TO THE GENERAL COUNSEL UPON RECEIPT.

Attachment D
Application Summary Sheet Form

Applicant Information	
Primary Applicant – Organization	
DUNS Number	Applicant Taxpayer ID# and jurisdiction (e.g., “a Massachusetts corporation”)
Mailing Street Address:	Total Funding Requested
State:	City/ Town:
Website	Zip Code:
Brief Summary of Project:	

Point of Contact Information	
Applicant’s Program Director: Authorized to commit organization; notified upon decision of grant award	
Name:	Title:
Organization: <i>If different from applicant</i>	Phone:
Email Address:	Fax:
Mailing Street Address: <i>If different from Applicant</i>	City/ Town: <i>If different from Applicant</i>
State: <i>If different from Applicant</i>	State: Zip +4 Code: <i>If different from Applicant</i>
Applicant’s Project Manager: Contact over course of project	
Name:	Title:
Organization:	Phone:
Email Address:	Fax:
Mailing Street Address:	City/ Town:
State:	State: Zip +4 Code:

Attachment E

**MeHI eHealth eQuality Incentive Program Grants Solicitation
Authorized Applicant’s Signature and Acceptance Form**

The undersigned is a duly authorized representative of the Applicant listed below. The Applicant has read and understands the requirements of this Solicitation. The undersigned acknowledges that all of the terms and conditions of this Solicitation are mandatory.

The Applicant specifically acknowledges the application of the procedures regarding submission of sensitive information as set forth in Attachments C1 and C2, and specifically agrees that it shall be bound by those procedures. The Applicant understands that all materials submitted as part of the application are subject to disclosure under the Massachusetts Public Records Law; and acknowledges and agrees that the Mass Tech Collaborative and/or MeHI have no obligation, and retains the sole discretion to fund or choose not to fund the application set forth herein, and that MeHI’s receipt of the application does not imply any promise of funding at any time.

The Respondent understands that, if selected by the Mass Tech Collaborative, the Respondent and the Mass Tech Collaborative will execute written agreements specifying the mutual requirements of participation. The undersigned has either (*please check one*):

- specified exceptions and counterproposals to the terms and conditions of the General Terms & Conditions;
- agrees to the terms and conditions set forth therein; or
- is already a signatory to the General Terms & Conditions.

The undersigned acknowledges and agrees that the failure to submit exceptions and counterproposals with this response shall be deemed a waiver, and the General Terms & Conditions shall not be subject to further negotiation.

I certify that Respondent is in compliance with any and all corporate filing requirements and State tax laws.

I certify that the statements made in this application, including all attachments and exhibits, are true and correct to the best of my knowledge.

Applicant: _____
(Printed Name of Applicant)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

Attachment F**MASSACHUSETTS TECHNOLOGY COLLABORATIVE**
General Terms and Conditions

The following General Terms and Conditions are issued by Massachusetts Technology Park Corporation, an independent public instrumentality of the Commonwealth of Massachusetts doing business as Massachusetts Technology Collaborative ("Mass Tech Collaborative"). Participants shall be bound by these General Terms and Conditions upon execution and submission to Mass Tech Collaborative. These General Terms and Conditions will be incorporated by reference into any Task Order for any financial assistance award executed by the Participant and Mass Tech Collaborative.

1. Definitions

"Agreement" means these General Terms and Conditions and all Task Orders entered into hereunder and all other referenced attachments hereto and thereto, as the same may be amended from time to time in accordance with the terms of these General Terms and Conditions.

"Commonwealth" means the Commonwealth of Massachusetts (and its political subdivisions or agents where the context so requires).

"Deliverable" means any tangible product to be delivered as an element of performance under a Task Order.

"Grant" means the funding awarded by Mass Tech Collaborative's Board of Directors as set forth in the applicable Task Order.

"General Counsel" means Mass Tech Collaborative's General Counsel, or, in the event that no Person holds such title at the time in question, such other legal counsel to Mass Tech Collaborative as Mass Tech Collaborative's Chief Executive Officer may designate.

"Governmental Authority" means any national or federal government, any state or other political subdivision thereof, and any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Innovation Institute" means the Innovation Institute at Mass Tech Collaborative created by the Economic Stimulus Bill, signed by the Governor of the Commonwealth in January 2004.

"MBI" means Massachusetts Broadband Institute, a non-divisible component of Mass Tech Collaborative, created by the Broadband Act enacted in August 2008.

"MeHI" means Massachusetts e-Health Institute, a non-divisible component of Mass Tech Collaborative, created by Chapter 305 of the Acts of 2008 enacted in August 2008.

"Mass Tech Collaborative" means Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative and any of its subsidiaries, subdivisions or affiliates, and the successors or assigns thereof.

"Participant" means any Person who has sought funding or other financial support from, or has submitted one or more proposals for projects to, Mass Tech Collaborative and has been awarded such financial support or funding under any of Mass Tech Collaborative's programs or initiatives as in effect from time to time.

"Project" means services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by Mass Tech Collaborative, programs provided or other commitments authorized under a Task Order.

"Project Administrator" means the individual, set forth in the applicable Task Order, employed by Mass Tech Collaborative who shall have secondary responsibility for managing the Project for Mass Tech Collaborative.

“Project Manager” means the individual, set forth in the applicable Task Order, employed by Mass Tech Collaborative and by Participant, respectively who shall have primary responsibility for managing the Project.

“Project Plan” means the set of tasks required to complete the Project as set forth in the applicable Task Order.

“Public Records Act” means Massachusetts Public Records Act, M.G.L. Chapter 66, and any successor thereto.

“Task Order” means the documentation that sets forth the Grant awarded, the specifics of the Project for which the Grant was awarded and all terms and conditions for the application and use of such Grant funds, including the Project Plan.

2. **Term and Termination**

- a) The effective start date of performance under a Task Order shall be the date such Task Order has been executed by an authorized signatory of the Participant and Mass Tech Collaborative.
- b) This Agreement may be terminated by either Mass Tech Collaborative or Participant at any time for a material breach of any term of the Agreement. In the event of such termination, compensation shall be paid to the Participant for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to the applicable Task Order prior to the effective date of the termination.
- c) Mass Tech Collaborative may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate Mass Tech Collaborative action inconsistent with performing its obligations under this Agreement.

3. **Payments and Compensation**

The Participant shall only be compensated for performance delivered and accepted by Mass Tech Collaborative in accordance with the specific terms and conditions of the applicable Task Order. Acceptance by the Participant of any payment or partial payment, without any written objection by the Participant, shall in each instance operate as a release and discharge of Mass Tech Collaborative from all claims, liabilities or other obligations relating to the performance of a Task Order.

4. **Insurance**

Specific requirements for insurance shall be set forth in the applicable Task Order.

5. **Access and Use**

Participant agrees to license or otherwise make available to Mass Tech Collaborative in perpetuity, without charge, all materials prepared and produced for the Project, including, without limitation, all plans, specifications and analyses developed in connection with the Project for Mass Tech Collaborative's use and dissemination.

6. **Publicity**

- a) The Participant shall coordinate with Mass Tech Collaborative on any press releases, events, signs and to plan for any news conference concerning the Project. In any media produced by Participant, Participant will not represent that positions taken or advanced by it represent the opinion or position of Mass Tech Collaborative.
- b) The Participant agrees that Mass Tech Collaborative shall have the right to make use of and disseminate, in whole or in part, all work products, reports, and other information produced in the course of the Project, and to use the information therein contained to produce summaries, case studies or similar information resources.

7. **Assignment and Subcontracting**

- a) The Participant shall not assign or in any way transfer any interest in this the Agreement without the prior written consent of Mass Tech Collaborative, including subcontracting any services except as otherwise included in the Participant's Project Plan.
- b) The Participant will procure services from subcontractors using commercially responsible procurement mechanisms, and to the greatest extent practicable, using competitive procurement procedures. Furthermore, the Participant is required to notify Mass Tech Collaborative in the event that it intends to or has entered into an agreement for goods or services with a related entity. For purposes of this agreement, a related entity is an entity that can control or significantly influence the management or operating policies of another entity to the extent one of the entities may be prevented from pursuing its own interests. To the extent such services are properly identified and specifically approved in writing by Mass Tech Collaborative; Participant may use the Grant to pay for such goods or services.

8. Nondiscrimination

The Participant agrees to comply with all applicable Federal and State statutes, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, or for exercising any rights afforded by law.

9. Indemnification

- a) To the fullest extent permitted by law, Participant shall indemnify and hold harmless the Commonwealth, Mass Tech Collaborative, and each of their respective agents, officers, directors and employees (together with the Commonwealth and Mass Tech Collaborative, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Participant under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Participant. Without limiting the foregoing, Participant shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed because of the failure to comply with the provisions of applicable law by Participant or any of its agents, officers, directors, employees or subcontractors. The foregoing notwithstanding, Participant shall not be liable for (i) any Damages sustained, incurred or suffered by or imposed upon any Covered Person resulting from any negligent acts or omissions or reckless misconduct of Mass Tech Collaborative, and (ii) except for liability for death or personal injury caused by the negligence or willful misconduct of the Participant or for claims of infringement of a third party's intellectual property by Participant, the aggregate liability of Participant under this Agreement shall not exceed the greater of the amount of the Grant or the amount recovered under any applicable insurance coverage.
- b) In no event shall either party be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to Participant's performance of the Project under this Agreement.
- c) Furthermore, as a condition of receipt of any award, Participant does hereby release, remise, discharge, indemnify and hold harmless Mass Tech Collaborative (defined for purposes of this Section 9 to include Mass Tech Collaborative and/or any of its parents, subsidiaries or affiliates, predecessors, successors or assigns, and its respective current and/or former partners, directors, shareholders/stockholders, officers, employees, attorneys and/or agents, all both individually and in their official capacities), from any and all actions or causes of action, suits, claims, complaints, liabilities, torts, debts, damages, controversies, judgments, rights and demands, whether existing or contingent, known or unknown, suspected or unsuspected, as of the date of this Agreement.

10. Public Records

As a public entity, Mass Tech Collaborative is subject to Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66) and thus documents and other materials made or received by Mass Tech Collaborative and/or its employees are subject to public disclosure. All information received by Mass Tech Collaborative shall be deemed to be subject to public disclosure, except as otherwise provided in the procedures set forth in Attachment A hereto. By signing this Agreement, Participant acknowledges, understands and agrees that the procedures set forth in Attachment A are applicable to any documents submitted by Participant to Mass Tech Collaborative, including but not limited to any acknowledgements set forth therein, and that Participant shall be bound by these procedures.

11. Audit

Mass Tech Collaborative will have the right to audit Participant's or its other agents' records to confirm the use of the Grant proceeds at any time from the Effective Date of the applicable Task Order through the end of the Retention Period, as defined herein. If such audit reveals that any portion of the Grant was utilized for purposes not permitted under the applicable Task Order, then Participant shall refund to Mass Tech Collaborative the amount determined by such audit within thirty (30) days of Participant's receipt of such audit and demand. Participant shall maintain books, records, and other compilations of data pertaining to the Grant payments made under an applicable Task Order to the extent and in such detail as shall properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under an applicable Task Order (the "Retention Period"). If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. Mass Tech Collaborative or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of the Participant which pertain to the provisions and requirements of this Grant. Such access may include on-site audits, review and copying of records.

12. Conflict of Interest

Participant acknowledges that all Mass Tech Collaborative employees are subject to Massachusetts Conflict of Interest statute, located at Massachusetts General Laws Chapter 268A.

13. Lobbying

No Grant funds may be used to pay for or otherwise support any activities intended to influence any matter pending before Massachusetts General Court or for activities covered by the law and regulations governing "legislative agents" or "executive agents" set forth in Massachusetts Lobbying Law, M.G.L. c.3, §39.

14. Choice of Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws principles. The Participant agrees to bring any Federal or State legal proceedings arising under this Grant in which the Commonwealth or Mass Tech Collaborative is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This Section shall not be construed to limit any other legal rights of the parties.

15. Force Majeure

Neither party shall be liable to the other, or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance including the Term of this Agreement may be extended to account for delays excused by this Section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

16. **Waivers**

Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

17. **Notice**

All communications to Mass Tech Collaborative regarding legal issues shall be mailed or delivered to the following address, or sent by facsimile to the following number.

Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581
Tel. (508) 870-0312 / Fax (508) 898-9226
Attn: Michael Baldino, Associate General Counsel

All communications to Participant shall be mailed or delivered to the address, or sent by facsimile to the number set forth in Section 18.

Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by Mass Tech Collaborative.

18. **Amendments, Entire Agreement and Attachments**

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Participant and Mass Tech Collaborative unless otherwise specified in this Agreement. The parties understand and agree that this Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein. The following are attached and incorporated into this Agreement:

- i. Attachment A – Mass Tech Collaborative’s Sensitive Information Policy and Procedures
- ii. Attachment B – Form of Task Order; and all Task Orders entered into in accordance with the terms of this Agreement and attached hereto

PARTICIPANT’S AUTHORIZED SIGNATORY: _____ (signature)

Print Name: _____

Title: _____

Date: _____

(Check One): Organization Individual

Full Legal Organization or Individual Name: _____

Doing Business As Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

E-Mail Address: _____ URL: _____

FORM OF TASK ORDER

Task Order [FY]-01
 Between _____
 And Massachusetts Technology Collaborative

This Task Order <Insert No.> dated <Insert Date> between Massachusetts Technology Collaborative (“Mass Tech Collaborative”) and <Insert Name of Grantee> (“Grantee”) incorporates by reference the General Terms and Conditions (the “Agreement”) agreed to by Grantee as part of its application for funding. Capitalized terms used and not otherwise defined in this Task Order <Insert No.> shall have the meanings ascribed to such terms in the General Term and Conditions. In the event of any conflict between this Task Order <Insert No.> and the General Terms and Conditions, this Task Order <Insert No.> shall govern.

Whereas, Mass Tech Collaborative as administrator of <Insert division name> is offering financial assistance in the form of grants to entities which have submitted a request for funding consistent with the goals of the <insert division name>;

Whereas, Grantee, a <Insert type of entity>, with a <principal place of business OR residing> at <Insert Address>, has submitted an application for funding to <Insert project description> (the “Project”); and

Whereas, Mass Tech Collaborative <OR> the <Insert name of division board.> approved the release of funds to Grantee for the Project on <Insert Date>.

Now therefore, pursuant to the terms and conditions of the Agreement and this Task Order <Insert No.>, Mass Tech Collaborative and Grantee agree as follows:

2. Term

The term of this Task Order <Insert No.> shall commence <Insert Date>, and shall expire on <Insert Date>.

3. Performance of the Work

The Grantee shall perform the work in accordance with the Program Milestone Schedule set forth in Attachment 1 and the Transformation Plan, as approved by MeHI within 90 days of the effective date of this Task Order. The Grantee is solely responsible for all Project decisions, the preparation of all plans and specifications, and for implementing the Project in accordance with eHealth eQuality Incentive Program requirements and the approved Transformation Plan

4. Project Personnel

- a) Both Mass Tech Collaborative and Grantee have designated the following Persons to serve as Project Manager to support effective communication between Mass Tech Collaborative and the Grantee and to report on the Project’s progress. Each party will endeavor to maintain the continuity of its respective Project personnel.

For Mass Tech Collaborative: _____ (____@masstech.org) (508-870-0312 ext.____)
 For Grantee: _____ (<email address>) (<telephone no.>)

- b) Any notice hereunder shall be in writing and shall be sent either (i) by facsimile, (ii) by courier, or (iii) by first class mail, postage, prepaid, addressed to the Project Personnel listed in Section 3(a) at the addresses of such Persons as set forth in the Agreement (or to such other address as a party may provide by notice to the party pursuant to this Section 3(b)), and shall be effective (i) if dispatched by facsimile and delivery is electronically confirmed by said media, the day such electronic confirmation is received, (ii) if sent by courier, one business day after dispatch, (iii) if sent by first class mail, five business days after its date of posting.

5. Deliverables

- a) *Deliverables*. Grantee shall provide Mass Tech Collaborative Project Manager with the deliverables set forth in the Project Plan (the “Deliverables”).

- b) *Schedule*. The parties acknowledge that the dates listed in the schedule in the Project Plan are estimates and subject to change. Any changes to the schedule must be approved by Mass Tech Collaborative Project Manager in writing in advance (electronic mail acceptable), and shall be accepted without need for a formal amendment to this Agreement provided that such changes shall not exceed the Term of this Agreement as set forth in Section 2 hereof.

6. Other Requirements <*Adjust as applicable*>

- a) *Program Evaluation*. The Grantee agrees to support Mass Tech Collaborative's program evaluation activities, and Mass Tech Collaborative's goal to disseminate information regarding Grantee's experiences. To this end, the Grantee agrees that its key personnel and contractors working on the Project will be available at reasonable times with advance notice to be interviewed by Mass Tech Collaborative or its authorized representatives for purposes of program evaluation or case study development.

7. The Grant

In consideration of this Task Order X and the Agreement, and as full compensation for Mass Tech Collaborative's share of the costs for the performance of all work and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, Mass Tech Collaborative shall pay to the Grantee a maximum amount of X Dollars (\$X) for the achievement of Milestones as specified in Project Plan, subject to the provisions and restrictions contained herein. In executing this Task Order, Grantee acknowledges and agrees that its receipt of the Grant does not create any rights of preferences for Grantee to receive subsequent funding from Mass Tech Collaborative for design and/or construction or otherwise.

8. Penalties for Failure to Achieve Milestones

Grantee acknowledges and agrees that in the event that Grantee fails to achieve Milestone 2, if applicable, and Milestone 4 (Mass HIway) by the end of the grant period (June 30, 2017), Grantee shall repay to Mass Tech Collaborative fifty percent (50%) of all Incentive Payments paid by Mass Tech Collaborative to Grantee. Such repayment shall be due and payable to Mass Tech Collaborative within thirty (30) days of a written notice from the Mass Tech Collaborative.

9. Payment Terms.

a) *General*.

- i. Grantee shall follow Generally Accepted Accounting Principles ("GAAP") as well as any applicable accounting standards related to the Grantee's receipt of other federal or state funds.
- ii. Grantee shall segregate the obligations and expenditures related to this Grant from its other accounts and revenue streams. Its financial and accounting systems shall be revised as necessary to segregate, track and maintain the Grant funds apart and separate from any other revenue streams. No part of the Grant provided hereunder shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for the Project.
- iii. Mass Tech Collaborative anticipates that the Grant will be used to fund a portion of the costs incurred by Grantee as a result of its participation in the Program, including direct labor, subcontractors/consultants, direct materials, travel and other expenses, and other direct and indirect costs.

- b) *Payment Terms*. Mass Tech Collaborative shall pay the Grantee within forty-five (45) days after receipt of a properly documented invoice, unless the Mass Tech Collaborative should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of this Agreement.

c) *Invoices/Payment Schedule*

- i. Invoices shall be addressed to the Mass Tech Collaborative Project Manager set forth in Section 4 above. Grantee shall submit invoices upon completion of the following milestones.

Milestones	Proportion of Grant Amount
1. Transformation Plan & MeHI HIE Use Case Development Form	25%
2. Foundational Use of CEHRT (as described herein)	25%
3. Advanced Use of CERHT (as described herein)	25%
4. Health Information Exchange (Hlway)	25%

- ii. Milestones 1, 2 and 3 shall be completed in sequence. Milestone 4 can be met at any time after meeting Milestone 1.
- iii. Each invoice shall make reference to the Agreement number set forth above. Invoices shall include a description of the milestone achieved. Supporting detailed documentation, such as invoices, for the actual costs must be provided upon request of Mass Tech. Invoices shall also include the following certification language and must be signed by an authorized representative:

By submitting this invoice, Grantee hereby certifies that it has incurred actual costs in performing the activities required under the Agreement in the amount of the invoice and has attained and provided evidence milestone deliverables to MassTech.

9. Insurance

Grantee shall obtain and maintain in effect through the term of this Task Order *<Insert No.>* appropriate insurance coverage for its activities under this Task Order *<Insert No.>*, including, but not limited to, comprehensive general liability insurance (bodily injury and property damage). At Mass Tech Collaborative's request, Grantee will provide Mass Tech Collaborative with copies of the certificates of insurance evidencing such coverage. Each policy of insurance required by this Task Order *<Insert No.>* shall contain a provision endorsed to Mass Tech Collaborative that the insurance provided therein may not be canceled or materially modified (e.g., non-renewed or reduced) without thirty (30) days prior written notice to Mass Tech Collaborative. Mass Tech Collaborative shall be an additional insured on such policy or policies. The carrying of any of the insurance required hereunder shall not be interpreted as relieving the Grantee of any responsibility to Mass Tech Collaborative. The Grantee shall assist and cooperate with any insurance company in the adjustment or litigation of all claims arising under this Task Order *<Insert No.>*.

10. Affirmation of Warranties and Certifications

Grantee hereby represents and warrants that, as of the date of this Task Order *<Insert No.>*, all of the representations, warranties and certifications of Grantee set forth in the General Terms and Conditions are true and correct and Grantee is in compliance with all of Grantee's obligations under the General Terms and Conditions and each other Task Order between Mass Tech Collaborative and Grantee.

11. Amendments, Entire Agreement and Attachments

All conditions, covenants, duties and obligations contained in this Task Order *<Insert No.>* may be amended only through a written amendment signed by the Grantee and Mass Tech Collaborative. Except for the General Terms and Conditions incorporated herein by reference, the parties understand and agree that this Task Order *<Insert No.>* supersedes all other verbal and written agreements and negotiations by the parties regarding the Project set forth herein. The following are attached and incorporated into this Task Order *<Insert No.>*: