## Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents

This section will provide instructions to vendors on what to include for the title page, vendor information, executive summary, and table of contents, as well as how to include subcontractor letters.

1. **Title Page**

The vendor should include a title page stating the vendor’s intent to bid for this RFP. The vendor’s response should include a title page; table of contents; executive summary; and vendor contact and location information.

The vendor should include the following cover letter, signed in blue ink by an authorized signatory legally binding the vendor and include it in the labeled “Original Proposal.”

The vendor should provide the following information regarding the person responsible for completing the vendor response. This person should also be the person the PRMP should contact for questions and/or clarifications.

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Ajay Kapare | Phone | 480 620 5848 |
| Address | 200 Riverfront Blvd | Fax | 201 791 0605 |
|  | Elmwood Park, NJ | Email | Ajay.Kapare@ELLKAY.com |

Subject to acceptance by the PRMP, the vendor acknowledges that by submitting a response and signing in the space indicated below, the vendor is submitting a formal offer to meet that which is being requested within this RFP.

In addition to providing a signature to *6: Disclosure of Response Contents* in this section, failure to sign the Submission Cover Sheet or signing it with a false statement shall void the submitted response or any resulting contracts.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_March 8, 2024\_\_

**Original signature** of Signatory Authorized to Legally Bind the Company / **Date**

|  |  |
| --- | --- |
| Name (Typed or Printed) | Ajay Kapare |
| Title | President and Chief Strategy Officer |
| Company Name | ELLKAY, LLC |
| Physical Address | 200 Riverfront Blvd |
| Elmwood Park, NJ |
| State of Incorporation | New Jersey |

By signature hereon, the vendor certifies that:

1. All statements and information prepared and submitted in response to this RFP are current, complete, and accurate.
2. The vendor’s response meets the requirement of this RFP.
3. The vendor will comply with all federal and Commonwealth laws, rules, and regulations that are in force currently or anytime during the term of a resulting contract.
4. The vendor acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of Puerto Rico. The PRMP will hold “confidential” all response information, including both technical and cost information, during the evaluation process, except for the questions and answers before the submittal of proposals. All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded in accordance with the laws of Puerto Rico. If a vendor provides a redacted copy of their proposal along with an unredacted copy, PRMP will publish the redacted copy of the proposal.
5. The company represented here is an authorized dealer in good standing of the products and services included in this response.
6. The vendor, any subcontracting partners, and its proposed resources are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; are compliant with the Commonwealth’s statutes and rules relating to procurement; and are not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://sam.gov/content/home>.
7. Prior to the award, the vendor affirms it will have all current approvals, licenses, or other qualifications needed to conduct business in Puerto Rico.
8. **Vendor Information**

The vendor should complete the following information in the subsections below:

* Primary point of contact for any questions pertaining to the vendor’s payment address.
* Address to which the PRMP should send legal notices for any potential future agreements.

**2.1** **Payment Address**

In the table below, the vendor should provide the name, title, and address to which the PRMP should direct payments for the goods and services within this RFP.

**Table 7: Payment Information**

| **Payment Information** | | | |
| --- | --- | --- | --- |
| Name: | Disha Shah | Title: | Finance Operations Supervisor |
| Address: | 200 Riverfront Blvd | | |
| City, State, and ZIP Code: | Elmwood Park, NJ 07407 | | |
| Phone: | 201-808-9184 | Fax: | 201-791-0605 |
| Email: | [DishaS@ELLKAY.com](mailto:DishaS@ELLKAY.com) | | |

**2.2** **Legal Notice Address**

In the table below, the vendor should provide the name, title, and address to which the PRMP should send legal notices.

**Table 8: Legal Notice Information**

| **Legal Notice Information** | | | |
| --- | --- | --- | --- |
| Name: | Ajay Kapare | Title: | President and Chief Strategy Officer |
| Address: | 200 Riverfront Blvd | | |
| City, State, and ZIP Code: | Elmwood Park, NJ 07407 | | |
| Phone: | 480-620-5848 | Fax: | 201-791-0605 |
| Email: | Ajay.Kapare@ELLKAY.com | | |

1. **Executive Summary**

This section should be a brief (one- to three-page) summary of the key aspects of the vendor’s technical proposal. The executive summary should include an overview of the vendor’s qualifications; approach to delivering the services described in the RFP; time frame for delivering the services; the proposed team; and the key advantage(s) of the vendor’s proposal to the PRMP

**Organizational Information**

Established in 2002, ELLKAY is a nationwide leader in healthcare connectivity, delivering ease of access to data within a fragmented ecosystem. Spanning the previous decades, ELLKAY has built, maintained, and improved a robust infrastructure, connecting a vast network of laboratories, hospitals and health systems, ambulatory clinics, payers, HIE’s, and innovative health IT vendors. The accomplishments of ELLKAY have been driven by both internal and external healthcare stakeholders striving to overcome the challenges of a data-rich world within an extensive, disparate environment. Sharing a mutual vision with PRMP, ELLKAY works to relieve the burden of data exchange between systems irrespective of where the service is provided.

As a nationwide leader in healthcare connectivity, scalable interoperability is our utmost priority. It is important to note that ELLKAY has built its own internal interoperability infrastructure with no reliability on third party vendors who may impede progress, functionality, or the host environment. ELLKAY prides itself on the capabilities of our technology as well as our advanced and highly skilled workforce of 750+ employees.

ELLKAY maintains a strong focus on our customer-first approach, aiming to provide tailored solutions that meet the unique needs of each client. Over the last year, ELLKAY has rebranded our tried and tested products that have been active in the market for 20+ years as three strategic platforms: LKOpera, LKOasis, and LKOrbit. Our platforms are designed to meet the interoperability and data management needs of our clients with a single partner to orchestrate connectivity across the healthcare ecosystem. Our expertise in healthcare data management combined with our extensive industry experience positions us as a trusted partner for organizations looking to optimize their operations.

There are no current or planned acquisitions, mergers, or divestitures.

**Growth & Partnership:**

ELLKAY’s reach within the market is expansive, with over 58,000 practices onboarded, 750+ systems connected, and patient records from over 45,000 practices archived. This is just the beginning of all that we can do. Our technical and resource plans allow for onboarding and expansion of our resources and technical architecture without impacting our clients’ operations and dependence on ELLKAY solutions.

At ELLKAY, we deliver market-leading solutions that not only include the features needed for success and resolution of challenges, but that comply and meet the strictest security standards, including Rapid7 penetration testing, Rackspace hosting and security, Data Aggregator Validation (DAV) certification, and HITRUST certification.

**In the News – CommonWell Health Alliance | Powered by ELLKAY:**

ELLKAY has been at the forefront of pioneering healthcare innovations. Notably, our partnership with CommonWell Health Alliance is a testament to our commitment to enhancing interoperability and data exchange in the healthcare ecosystem. ELLKAY is serving as the new Technical Service Provider to support data exchange to 229 million+ patients across its nationwide network of over 34,000 provider organizations. Through its technology platforms and solutions, ELLKAY will help the CommonWell Health Alliance support its current needs along with enabling its commitment to network expansion and service enhancements in preparation for the Trusted Exchange Framework and Common Agreement (TEFCA) and the next phase of interoperability. The CommonWell 2.0 platform, Powered by ELLKAY, has been designated as a Qualified Health Information Network (QHIN) under TEFCA.

**ELLKAY’s Vision and Commitment for PRMP:**

We support PRMP’s mission to break down the barriers that inhibit effective health data exchange and recognize the commitment PRMP staff and leadership have shown in reaching this goal. We believe ELLKAY is well positioned to power the HIE operations and services platform for meaningful data exchange and interoperability framework.

ELLKAY is committed to PRMP and its mission and are in a unique position to assist:

* We have the solutions that PRMP requires, and they can be made available at reasonable costs.
* We are capable and experienced in handling high throughput of transactions (over 200 million clinical transactions a week) across our lab, interoperability, and health system network.
* We provide the technical framework for the CommonWell Health Alliance and the exchange for 226M+ patients across its membership of the largest health IT vendors, including Oracle, Meditech, Athena, and more.
* Our mature project and program management best practices along with strong development, implementation, and support experience across thousands of projects over the last 20+ years enable ELLKAY to handle large and complex projects.

We anticipate and plan for regulations in our industry to evolve and develop our solutions with the agility needed to quickly adapt:

* We are focused, agile, and innovate quickly - we can make such adjustments for PRMP at a rapid pace.
* We believe that in using our relationships with EHR vendors and labs across the country, we can assist PRMP in increasing quality data exchange between provider organizations.
* We are dedicated solely to healthcare data and work with large scale organizations including EHR vendors, hospitals and health systems, laboratories, payers, and other HIT vendors. ELLKAY understands interoperability challenges connecting and transmitting clinical data and has worked with other different types of organizations to streamline implementation plans to make implementation faster and reliable.

At ELLKAY, we are committed to:

* Customer-first focus.
* Delivering the highest-quality data.
* Our leadership as an industry innovator.

**Proposed Framework for PRMP:**

ELLKAY is strategically positioned to provide Puerto Rico an HIE point-to-point solution that meets and exceeds the needs of large-scale, seamless data exchange among PRDoH, healthcare providers, and Medicaid members. ELLKAY’s approach, strength in providing scalable, cost effective, market driven solutions, and commitment to long term partnership will enable Puerto Rico’s vision of transforming its HIE into a Health Data Utility.

Our HITRUST certified, HIPAA compliant, extensive cloud-based LKOpera Platform solution stack including LKClinicalDataExchange, LKeMPI, LKTransfer, and LKCloud is unique to the market with out-of-the-box capability to:

1. Connect to multiple, disparate edge systems with speed and efficiency.
2. Store patient demographics and longitudinal health records by utilizing our proprietary and proven patient matching eMPI solution.
3. Query and retrieve patient records utilizing our innovative record locator service (RLS) to connect and fetch patient records quickly.
4. Manage PRDoH and provider onboarding, certification, patient consent, transactions, data audits, and reports through dashboards.
5. Support direct secure messaging between local healthcare providers and electronic notification services to simplify care coordination.



1. **Subcontractor Letters (If Applicable)**

**If applicable, for each proposed subcontractor the vendor should attach to Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents a letter from the subcontractor, signed in blue ink by an authorized signatory legally binding the subcontractor, which includes the following information:**

* **The subcontractor’s legal status, federal tax identification number, Data Universal Numbering System (DUNS) number, and principal place of business address.**
* **The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.**
* **A description of the work the subcontractor will perform.**
* **A statement of the subcontractor’s commitment to performing the work if the vendor is selected.**
* **A statement that the subcontractor has read and understands the RFP and will comply with the requirements of the RFP.**
* **A statement that the subcontractor will maintain any permits, licenses, and certifications requirements to perform its portion of the work.**

Not applicable.

1. **Table of Contents**

**This section should contain a table of contents. The table of contents should include all parts of the proposal, including response forms and attachments, identified by section and page number. The table of contents should also include a table of tables, table of figures, etc.**

Table of Contents

[Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents 1](#_Toc158975423)

[Attachment C: Vendor Qualifications and Experience 1](#_Toc158975424)

[Attachment D: Vendor Organization and Staffing 1](#_Toc158975425)

[Attachment E: Mandatory Specifications 1](#_Toc158975426)

[Submission Requirements 1](#_Toc158975427)

[Attachment G: Response to SOW 1](#_Toc158975429)

[Attachment H: Initial Project Schedule 1](#_Toc158975430)

[Attachment I: Terms and Conditions Response 1](#_Toc158975431)

**Appendix**

Microsoft Project PRMP ELLKAY Work Breakdown Structure.pdf.

1. **Disclosure of Response Contents**

All vendors selected for negotiation by the PRMP will be given equivalent information concerning cost negotiations. All cost negotiations will be documented for the procurement file.

All materials submitted to the PRMP in response to this RFP shall become the property of the Government of Puerto Rico. Selection or rejection of a response does not affect this right. By submitting a response, a vendor acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of Puerto Rico. If a vendor determines there is a “trade secret” contained in the proposal, the vendor must send a written notification to the solicitation coordinator when submitting the proposal to help prevent public disclosure of the “trade secret.” A redacted version of the technical proposal must be provided to the PRMP at the time of proposal submission if there are “trade secrets” the proposing vendor wishes to not be made public.

A redacted proposal should be provided separately from the technical and cost envelopes and should be in addition to (not in place of) the actual technical or cost proposal. The PRMP will keep all response information confidential, including both technical and cost information, during the evaluation process, except for the questions and answers before the submittal of proposals.

Upon completion of response evaluations, indicated by public release of a Notice of Award, the responses, and associated materials will be open for review on the website or at an alternative location as defined by the PRMP. Any “trade secrets” notified by the vendor to the solicitation coordinator will be excluded from public release.

By signing below, I certify that I have reviewed this RFP (and all of the related amendments) in its entirety; understand the requirements, terms, and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the vendor to execute this bid or any documents related thereto on the vendor’s behalf; that I am authorized to bind the vendor in a contractual relationship; and that, to the best of my knowledge, the vendor has properly registered with any Puerto Rico agency that may require registration.

ELLKAY

(Company)

Ajay Kapare, President and Chief Strategy Officer

(Representative Name, Title)

480-620-5848

Fax: 201-791-0605

(Contact Phone/Fax Number)

3/8/2024

(Date)

## Attachment C: Vendor Qualifications and Experience

This section will provide instructions to vendors to complete information required for the organizational overview, corporate background, experience in the public sector, and certifications.

1. **Vendor Response Framework**

Vendors may partner with other vendors to submit a single proposal response to the RFP. If multiple vendors are submitting a joint proposal one vendor must be identified as the primary vendor for purposes of communications during the procurement process and for contract negotiations if the joint proposal is selected as the winning proposal. Puerto Rico will negotiate a single contract for the services in this RFP. Note, however, that contracts between vendors may be subject to CMS review as a condition for federal financial participation and to ensure compliance with federal procurement regulations.

1. Vendors may utilize sub-contractors to provide specific functions as part of the vendor’s response, or to augment expertise or staffing capacity. Puerto Rico will negotiate a single contract for the services in this RFP but contracts between vendors and their subcontractors may be subject to CMS review. Table 9 details the vendor response framework to provide information regarding partners and subcontractors.

**Table 9: Vendor Response Framework - Partners and Subcontractors**

| **Vendor Response Framework** | |
| --- | --- |
| Company Name – Primary Vendor | ELLKAY |
| Company Name – Partner Vendor A | <Response> |
| Company Name – Partner Vendor B | <Response> |
| Company Name – Partner Vendor C | <Response> |
| Subcontractor A | <Response> |
| Subcontractor B | <Response> |
| Subcontractor C | <Response> |
| Subcontractor D | <Response> |
| Subcontractor E | <Response> |

1. **Organization Overview**

This section of the vendor’s technical proposal should include details of the vendor and subcontractor overview. The vendor’s technical proposal should include organization overview, corporate background, vendor’s experience in the public sector, and certifications.

* 1. **Organization Overview**

Provide all relevant information regarding the general profile of the vendor.

**The vendor is not to change any of the pre-filled cells in the following tables.**

If multiple vendors are partnering in a combined response to the RFP replicate the following table (Vendor Overview) so that the response includes one table for each vendor participating in the joint response.

**Table 10: Vendor Overview**

| **Vendor Overview** | |
| --- | --- |
| Company Name | ELLLKAY Primary Vendor |
| Name of Parent Company (If Applicable) | N/A |
| Industry  (North American Industry Classification System [NAICS]) | 541, 54, 54151, 541511, 51, 518, 5415R |
| Type of Legal Entity | LLC |
| Company Ownership  (e.g., Private/Public, Joint Venture) | Private |
| Number of Full-Time Employees | 750+ |
| Last Fiscal Year Company Revenue | $80M |
| Last Fiscal Year Company Net Income | ELLKAY Net Revenue to be disclosed if chosen as vendor of choice during next steps of evaluation. |
| Percentage of Revenue from State and Local Government Clients in the United States and its Territories | Less than 1% |
| Number of Years in Business | 22 |
| Number of Years/ Experience Vendor Has With this Type of Services Specified in the RFP | 20+ |
| Number of Employees Providing the Type of Services Specified in the RFP | 750+ |
| Headquarters in the United States and its Territories | Yes |
| Locations in the United States and its Territories | ELLKAY is headquartered in Elmwood Park, NJ. |

* 1. **Subcontractor Overview (If Applicable) – N/A**

If the proposal includes the use of subcontractor(s), provide all relevant information regarding each subcontractor. This section may be duplicated in its entirety and a page created per subcontractor included.

**The vendor is not to change any of the pre-filled cells in the following tables.**

**Table 11: Subcontractor Overview**

| Subcontractor Overview | |
| --- | --- |
| Company Name | <Response> |
| Name of Parent Company (If Applicable) | <Response> |
| Industry – NAICS | <Response> |
| Type of Legal Entity | <Response> |
| Company Ownership  (e.g., Private/Public, Joint Venture) | <Response> |
| Number of Full-Time Employees | <Response> |
| Last Fiscal Year Company Revenue | <Response> |
| Last Fiscal Year Company Net Income | <Response> |
| Percentage of Revenue from State and Local Government Clients in the United States and its Territories | <Response> |
| Number of Years in Business | <Response> |
| Number of Years Vendor Has Been Providing the Type of Services Specified in the RFP | <Response> |
| Number of Employees Providing the Type of Services Specified in the RFP | <Response> |
| Headquarters in the United States and its Territories | <Response> |
| Locations in the United States and its Territories | <Response> |

1. **Existing Business Relationships with Puerto Rico**

**Describe any existing or recent (within the last five years) business relationships the vendor or any of its affiliates or proposed subcontractors have with the PRMP, and/or Puerto Rico’s municipalities.**

<None>

1. **Business Disputes**

**Provide details of any disciplinary actions and denote any that are pending litigation or Terminated for Cause or Convenience and associated reasons. Also, denote any other administrative actions taken by any jurisdiction or person against the vendor. List and summarize all judicial or administrative proceedings involving your sourcing activities, claims of unlawful employment discrimination, and anti-trust suits in which you have been a party within the last five years. If the vendor is a subsidiary, submit information for all parent companies. If the vendor uses subcontractors, associated companies, or consultants that will be involved in any phase of this operation, each of these entities will submit this information as part of the response.**

<None>

1. **References**

**The vendor must provide references for similar services provided in the past. The PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors.**

* 1. **Vendor (Prime) References Form**

**Include at least three references from projects performed within the last three years that demonstrate the vendor’s ability to perform the scope of work described in this RFP. The vendor must include references from three different clients/projects. If multiple vendors are submitting a joint proposal include a reference response for each of the vendors participating in the joint proposal.**

**The vendor should include a project description, contract dates, and contact information (customer points of contact, addresses, telephone numbers, and email addresses). The vendor should explain whether it performed the work as a prime contractor or as a subcontractor.**

**The vendor is not to change any of the pre-filled cells in the following tables. The vendor may add additional reference tables as necessary.**

**Table 12: Vendor References**

**Reference 1**

| **Vendor Information** | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Vendor Name:**  **CommonWell Health Alliance** | | | Contact Name: | | **Paul Wilder** | | |
| Contact Phone: | | **917-744-4999** | | |
| **Customer Information** | | | | | | | |
| **Customer Organization:**  **CommonWell Health Alliance** | | | Contact Name: | | **Paul Wilder** | | |
| Contact Title: | | **Executive Director** | | |
| **Customer Address:**  75 Arlington Street, Suite 500 Boston, MA 02116 | | | Contact Phone: | | **917-744-4999** | | |
| Contact Email: | | paul@commonwellalliance.org | | |
| **Total Vendor Staff:** | 7 FTE but run through CommonWell Board of Directors which is comprised of large vendors such as Oracle, MEDITECH, Athena, etc. | | | | | | |
| Objectives: CommonWell Health Alliance is a not-for-profit trade association devoted to the simple vision that health data should be available to individuals and caregivers regardless of where care occurs. Additionally, access to this data must be built into health IT at a reasonable cost for use by a broad range of health care providers and the people they serve. | | | | | | | |
| **Description:** At CommonWell, together with our service provider and members, we have created and deployed a vendor-neutral platform that breaks down the technological and process barriers that inhibit effective health data exchange. We aren’t looking to reinvent the wheel; rather, we are leveraging existing standards and policies in order to enable scalable, secure and reliable interoperability as easily as possible for our members and their customers across the nation. | | | | | | | |
| **Vendor’s Involvement:** ELLKAY serves as the Technical Service Provider to CommonWell and fuels the technological platform that enables the entirety of the data exchange between the participating members. CommonWell serves as the framework for meaningful data exchange between competing vendors, while ELLKAY provides the actual technology to facilitate this data exchange. | | | | | | | |
| **Key Staff**  ***\*\*\*All ELLKAY Key Staff listed within this document for PRMP have been key staff and closely associated with the CommonWell Health Alliance Project.*** | | | | | | | |
| Name: Ajay Kapare | | | Role: Executive Sponsor | | | | |
| Name: Gurpreet Singh | | | Role: Executive Sponsor | | | | |
| **Measurements:** | | | | | | | |
| Estimated Costs: N/A | | | Actual Costs: N/A | | | | |
| Reason(s) for change in cost:  Pricing is subject to the scope of the project. ELLKAY will establish an MNDA with PRMP if chosen as vendor of choice to further engage in pricing discussions. | | | | | | | |
|  | | | | | | | |
| Original Value of Vendor’s Contract: N/A | | | Actual Total Contract Value: N/A | | | | |
| Reason(s) for change in value:  Pricing is subject to the scope of the project. ELLKAY will establish an MNDA with PRMP if chosen as vendor of choice to further engage in pricing discussions. | | | | | | | |
|  | | | | | | | |
| Estimated Start and Completion Dates: | | From: | | 09/13/2023 | | To: | 10/01/2025 |
| Actual Start and Completion Dates: | | From: | | 09/13/2023 | | To: | 10/01/2025 |
| Reason(s) for the difference between estimated and actual dates:  No discrepancies in estimated and actual dates. Ongoing project has stayed ahead of project milestones dates. | | | | | | | |
|  | | | | | | | |
| If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities: N/A | | | | | | | |

**Reference 2**

| **Vendor Information** | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Vendor Name: Microsoft Nuance** | | | Contact Name: | | **Anuj Shroff** | | |
| Contact Phone: | | **(781) 565-5000** | | |
| **Customer Information** | | | | | | | |
| **Customer Organization:**  **Microsoft Nuance** | | | Contact Name: | | Anuj Shroff | | |
| Contact Title: | | Partner, Software Engineering | | |
| **Customer Address:**  1 Wayside Road, Burlington, MA | | | Contact Phone: | | (781) 565-5000 | | |
| Contact Email: | | [anuj.shroff@microsoft.com](mailto:anuj.shroff@microsoft.com) | | |
| **Total Vendor Staff:** | **6,500+ (Not including Microsoft Corporate employees – only Nuance)** | | | | | | |
| **Objectives:** Nuance Communications requires integration support for various product lines including ambient listening and data aggregation to healthcare EMR settings. | | | | | | | |
| **Description:**  Nuance Communications, acquired by Microsoft Corporation, provides solutions to healthcare organizations for optimized communication and documentation workflows with their multiple solutions and product lines. <https://www.nuance.com/healthcare.html> | | | | | | | |
| **Vendor’s Involvement:** Nuance uses ELLKAY as its exclusive interoperability and data management platform across all its platforms. They bring in over 50 hospital projects every quarter that include names like Advent, Ascension, NYU, Intermountain, and many more. This experience has proven ELLKAY’s propensity to manage data at scale as well as the ability to work with major hospital systems and their compliance and security assessment teams. ELLKAY handles over 200 million transactions a week. | | | | | | | |
| **Key Staff** | | | | | | | |
| Name: Chintan Mehta | | | Role: Chief Technology Officer | | | | |
| Name: Gurpreet Singh | | | Role: Executive Sponsor | | | | |
| **Measurements:** | | | | | | | |
| Estimated Costs: N/A | | | Actual Costs: N/A | | | | |
| Reason(s) for change in cost:  Pricing is subject to the scope of the project. ELLKAY will establish an MNDA with PRMP if chosen as vendor of choice to further engage in pricing discussions. | | | | | | | |
|  | | | | | | | |
| Original Value of Vendor’s Contract: N/A | | | Actual Total Contract Value: N/A | | | | |
| Reason(s) for change in value:  Pricing is subject to the scope of the project. ELLKAY will establish an MNDA with PRMP if chosen as vendor of choice to further engage in pricing discussions. | | | | | | | |
|  | | | | | | | |
| Estimated Start and Completion Dates: | | From:  2019 | |  | | To: | Ongoing |
| Actual Start and Completion Dates: | | From:  2019 | |  | | To: | Ongoing |
| Reason(s) for the difference between estimated and actual dates:  No discrepancies in estimated to actual dates. We are contracting with Nuance on an ongoing basis as additional projects for integration are sent to ELLKAY. We receive 20-40 new project requests on a monthly basis from Nuance. | | | | | | | |
|  | | | | | | | |
| If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities: N/A | | | | | | | |

**Reference 3**

| **Vendor Information** | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Vendor Name:**  **Blue Cross Blue Shield of North Carolina** | | | Contact Name: | | **Jeetu Kathpalia** | | |
| Contact Phone: | | (952) 594-0382 | | |
| **Customer Information** | | | | | | | |
| **Customer Organization:**  **Blue Cross Blue Shield of North Carolina** | | | Contact Name: | | **Jeetu Kathpalia** | | |
| Contact Title: | | Technology & Architecture Leader | | |
| **Customer Address:**  4615 University Dr, Durham, NC 27707 | | | Contact Phone: | | (952) 594-0382 | | |
| Contact Email: | | [jeetu.kathpalia@bcbsnc.com](mailto:jeetu.kathpalia@bcbsnc.com) | | |
| **Total Vendor Staff:** | **5,000+** | | | | | | |
| **Objectives:**  BCBS North Carolina requires integration support to obtain automated clinical data from contracted provider organizations, and out of network organizations. This integration support is completed through ELLKAY. | | | | | | | |
| **Description:**  Since 1933, Blue Cross and Blue Shield of North Carolina (Blue Cross NC) has been committed to making health care easier to navigate, more affordable and more accessible to all. Through their history, we’ve grown to better serve our members and meet North Carolina’s biggest health challenges, serving over 4.3 million members. <https://www.bluecrossnc.com/about-us> | | | | | | | |
| **Vendor’s Involvement:** BCBSNC leverages ELLKAY's LKOpera platform workflows to retrieve clinical data from providers in support their Risk Adjustment, Quality/HEDIS, and the Blue Cross Blue Shield Association Interplan Chart Retrieval initiatives. Workflows supported include chase list upload/tracking, HEDIS Measure abstraction, and BCBSA Interplan communications**.** | | | | | | | |
| **Key Staff** | | | | | | | |
| Name: Shreya Patel | | | Role: Chief Product and Innovation Officer | | | | |
| Name: Gurpreet Singh | | | Role: VP, Interoperability Solutions | | | | |
| **Measurements:** | | | | | | | |
| Estimated Costs: N/A | | | Actual Costs: N/A | | | | |
| Reason(s) for change in cost:  Pricing is subject to the scope of the project. ELLKAY will establish an MNDA with PRMP if chosen as vendor of choice to further engage in pricing discussions. | | | | | | | |
|  | | | | | | | |
| Original Value of Vendor’s Contract: N/A | | | Actual Total Contract Value: N/A | | | | |
| Reason(s) for change in value:  Pricing is subject to the scope of the project. ELLKAY will establish an MNDA with PRMP if chosen as vendor of choice to further engage in pricing discussions. | | | | | | | |
|  | | | | | | | |
| Estimated Start and Completion Dates: | | From:  2018 | |  | | To:  Ongoing |  |
| Actual Start and Completion Dates: | | From:  2018 | |  | | To:  Ongoing |  |
| Reason(s) for the difference between estimated and actual dates: No discrepancies in estimated to actual dates. Ongoing support and project scope development. Initial deliverable of product for clinical data retrieval met project milestones and timelines. | | | | | | | |
|  | | | | | | | |
| If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities: N/A | | | | | | | |

* 1. **Subcontractor References (If Applicable)**

If the vendor’s proposal includes the use of subcontractor(s), provide three references for each subcontractor. The PRMP prefers references that demonstrate where the prime and subcontractors have worked together in the past.

**Table 13: Subcontractor References – Not applicable**

## Attachment D: Vendor Organization and Staffing

This section will provide instructions to vendors to submit their approach to staffing for the HIE services contract using **Attachment D: Vendor Organization and Staffing**.

**Instructions:** Staffing strategies are to be employed by the vendor to help ensure all specifications, outcomes, and service levels are met to the satisfaction of the PRMP. The evaluation of the vendor’s staffing approach shall be based on the ability of the vendor to satisfy the SOW, outcomes, and requirements stated in this RFP; therefore, the vendor should present detailed information regarding the qualifications, experience, and expertise of key staff and an Initial Staffing Plan.

For ease of formatting and evaluation, **Attachment D: Vendor Organization and Staffing**provides the required outline for the vendor’s response to staffing. The vendor’s response to the following should not exceed 20 pages, excluding key personnel resumes and the forms provided in this attachment.

1. **Initial Staffing Plan**

As part of the vendor’s proposal response, the vendor should provide an Initial Staffing Plan. In addition to the requirements described in **Attachment E: Mandatory Specifications,** the vendor’s narrative description of its proposed Initial Staffing Plan should include:

* A description of the vendor’s proposed team that exhibits the vendor’s ability and capability to provide knowledgeable, skilled, and experienced personnel to accomplish the scope of work as described in this RFP.

**Balanced Approach**

ELLKAY will use a balanced approach to staffing. ELLKAY has 750+ resources that work on various projects for our customers. During the first phase of the project, prior to going live, the key areas that require staffing will be around product management, data migration, and development. ELLKAY has existing data migrations teams that have experience in such projects and will not require hiring any additional resources for data migration. ELLKAY’s developers will pull resources from our R&D team who build frameworks and focus on building innovative tools and technologies. This will allow us to begin working immediately on the development side. The team includes architects, database engineers, and software developers. ELLKAY will assign interim product management resources from our internal team to align with PRMP’s team and fill these positions by looking for full-time key personnel dedicated to working with PRMP.

ELLKAY has existing implementation teams and support teams that work on other projects. Six months after signing this agreement, our plan is to move two strong resources who are experienced with the ELLKAY technologies from our implementation team and two strong resources from our support team to begin building the PRMP implementation and support teams. Simultaneously, we will begin staffing additional resources to fill these teams. Training will be provided to new resources.

Six months after signing this agreement, we will also begin the process of hiring a new manager for implementation teams, a new manager for support teams, and add additional developers to staff the dedicated development team.

ELLKAY will provide a project management team and a dedicated account manager to PRMP from our existing resources.

This proposal highlights ELLKAY’s minimum commitment to add dedicated FTE to PRMP for successful project management, development, implementation, go-live support, and managed services. Through ongoing conversations with PRMP, ELLKAY will dedicate the sufficient resources to span project management, product management, implementation and technical support, integration engineers, account management, and executive sponsorship.

* **Organization charts for the operation showing both the vendor staff and their relationship to the PRMP staff that will be required for the delivery of all necessary HIE services. The organization chart should denote all key staff and non-key positions with a summary of each key staff’s responsibilities.**
* \*\*\*The below table represents key staff personnel from ELLKAY that will be dedicated to the PRMP project and platform rollout. Each key personnel role will have FTE reporting into them to dedicate to this program rollout, and subsequent support following the implementation and organization migration. The FTE allocation to this project will be determined in next steps with PRMP and ELLKAY as scope, contracting, timelines, and major milestones are defined further.

| Name | Proposed Role | Experience in Proposed Role |
| --- | --- | --- |
| Ajay Kapare | Executive Sponsor | President and Chief Strategy Officer |
| GP Singh | Executive Director | VP, Interoperability Solutions |
| Shreya Patel | Technical Sponsor | Chief Product and Innovation Officer |
| Chuck Golliday | Securities Director | Chief Information and Security Officer |
| Josh Evensen | Technology Lead | VP, Software Engineering |
| Mini Sankar | Technology Lead | Chief Architect |
| Bimal Shah | Technology Lead | VP, IT |
| Jennifer Higginbotham | Customer Success and Operations Director | VP, Client Operations |
| Dhruv Ragunathan | Solution and Scope Lead | Director, Interoperability Solutions |
| Bryce Hibbler | Solution and Scope Support | Solutions Engineer |
| Stephanie Adams | Project Director | Director, Project Management |
| Lauren Cooke | Project Director | Director, Strategy |
| Archana Premkumar | Project Solution Support | Manager, Strategy |
| Berto Aguilar | Director, Strategic Relationships | Account Executive |

* **Identification of subcontractor(s) staff or organizational structures, if applicable.**

ELLKAY will not be utilizing any subcontractors.

* **Detailed explanation of how the primary vendor will manage any subcontractor partnership including but not limited to the performance standards in place between the prime and subcontractor, if applicable.**

Not Applicable.

1. **Use of the PRMP Staff**

Describe the business and technical resources the PRMP should provide to support the development, review, and approval of all deliverables as well as the staff necessary to help ensure successful **completion of this project. Specifically, the vendor should address the following:**

* **The key PRMP roles necessary to support project deliverables and scope of work.**
* **The nature and extent of the PRMP support required in terms of staff roles and percentage of time available.**
* **Assistance from the PRMP staff and the experience and qualification levels of required staffing.**

**The PRMP may not be able or willing to provide the additional support the vendor lists in this part of its Proposal. The vendor should therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the PRMP may reject the vendor’s proposal if the PRMP is unwilling or unable to meet the requirements.**

ELLKAY will work with PRMP staff and key personnel throughout the scope determination process. This will require ELLKAY and PRMP to work closely to ensure accuracy of product and functionality needs and strategize innovation areas for value-added services for participating entities. Key areas that we will work with PRMP include:

* **Executive Leadership**: ELLKAY will work with PRMP executive leadership to define expectations of the partnership for clarity amongst the participating entities regarding who and what services ELLKAY would provide. PRMP would remain the owning entity of the framework and services, while ELLKAY would serve as the technical service provider to fuel the technology behind the framework.
  + **Strategy**: ELLKAY would request that members of the PRMP executive leadership team devote time to strategize on innovative value-added services that can grow the membership and functionality of the platform, as required and when appropriate.
* **Project Scope & Timelines**: ELLKAY will work with PRMP to determine proper scope, functionality, specifications, participating entities, and timeline to delivery of services to meet the needs of PRMP and their members. ELLKAY will request previous platform specifications and documentation to be able to migrate current organizations over properly to the new platform. This will include:
  + Organizations Directory: full list of participating organizations.
  + Platform Specifications and Documentation: Request of any historical specifications and documentations that were utilized in facilitating this exchange.
  + Patient Information Backload: Secure file of all stored patient data to be uploaded and cleaned for the new platform to ensure accurate and complete data is available upon production of the new environment. This will be utilized to clean historical patient matching errors and build the electronic Master Person Index (eMPI) tool specific to the participating populations for the PRHIE.
  + Volumes and growth plans.
* **Provider Liaison Services**: ELLKAY will engage with PRMP to properly be introduced and create expectations of ELLKAY services with all participating organizations of the PRHIE. PRMP will serve as a liaison and the owning entity of the services, with ELLKAY demonstrated as the technical service provider contracted via PRMP.

Similar to our work with the CommonWell Health Alliance, ELLKAY has relied upon their core staff to:

* Serve as the owning entity of the services provided via the PRHIE.
* Set expectations for participating organizations on project scope, timelines, and uplift required from their staff through the migration of platforms.
* Broker introductions, forums, and engage with participating organizations for feedback.
* Strategize additional value-added services that would benefit participating organizations.

ELLKAY maintains flexibility within our partnership approach and will engage with PRMP upon next steps to determine the level of engagement and resources that would be dedicated to this project from PRMP.

1. **Key Staff, Resumes, and References**

**Key staff consist of the vendor’s core executive and middle management team for this engagement. These resources are responsible for providing leadership and creating the standards and processes required to provide HIE services. Resumes for key staff named in the vendor’s proposal should indicate the staff’s role and demonstrate how each staff member’s experience and qualifications will contribute to this vendor’s success.**

**These roles that the PRMP expects the vendor to propose, but are not limited to:**

**Key Staff**

* **Executive Director**
* **Technical Lead and Managers**
* **Operations Lead and Managers**
* **Lead roles for:**
  + **Customer Success (Technical Assistance and Support)**
  + **Integration Engineer(s) Specialized in Health Level-7 (HL7) Data Platforms**
  + **Developer(s)**
  + **Network and Information Systems Management Lead**
  + **Data Analyst/Informaticist**
* **Security Expert(s)/Assigned Chief Information Security Officer (CISO)**

**3.1** **Resumes**

**The PRMP considers the key staff resumes as an indicator of the vendor’s understanding of the skillsets required for each staffing area and their ability to perform them. The vendor should complete the table below (Table 14) and include resumes of all the individuals who are being initially proposed. Each resume must not exceed three pages and must demonstrate experience relevant to the position proposed. If applicable, resumes should include work performed under the vendor’s corporate experience, and the specific functions performed on such engagements. Copies of diplomas, licenses, and credentials are encouraged but are not required and are not subject to the three-page limit****; however, these documents may be requested and must be submitted to PRMP upon request.**

\*\*\*The below table represents key staff personnel from ELLKAY that will be dedicated to the PRMP project and platform rollout. Each key personnel role will have FTE reporting into them to dedicate to this program rollout, and subsequent support following the implementation and organization migration. The FTE allocation to this project will be determined in the next steps with PRMP and ELLKAY as scope, contracting, timelines, and major milestones are defined further.

**Table 114: Proposed Key Staff and Roles**

| Name | Proposed Role | Experience in Proposed Role |
| --- | --- | --- |
| Ajay Kapare | Executive Sponsor | President, Chief Strategy Officer |
| GP Singh | Executive Director | VP, Interoperability Solutions |
| Shreya Patel | Technical Sponsor | Chief Product and Innovation Officer |
| Chuck Golliday | Securities Director | Chief Information and Security Officer |
| Josh Evensen | Technology Lead | VP, Software Engineering |
| Mini Sankar | Technology Lead | Chief Architect |
| Bimal Shah | Technology Lead | VP, IT |
| Jennifer Higginbotham | Customer Success and Operations Director | VP, Client Operations |
| Dhruv Ragunathan | Solution and Scope Lead | Director, Interoperability Solutions |
| Bryce Hibbler | Solution and Scope Support | Solutions Engineer |
| Stephanie Adams | Project Director | Director, Project Management |
| Lauren Cooke | Project Director | Director, Strategy |
| Archana Premkumar | Project Solution Support | Manager, Strategy |
| Berto Aguilar | Director, Strategic Relationships | Account Executive |

A person in a suit smiling

Description automatically generated**Ajay Kapare**

**ELLKAY**

**President & Chief Strategy Officer**

Apr 2023 - Present

**Chief Strategy & Marketing Officer**

Jul 2020 - May 2023

**Vice President of Marketing & Strategy**

Sep 2017 - Jun 2020

**CompuGroup Medical US**

**Vice President of Marketing & Strategy**

Jan 2017 - Sep 2017

**Vice President of Marketing**

Jun 2015 - Jan 2017

**Sunquest Information Systems**

**Director - Global Marketing & Sales Support**

Jan 2013 - Jun 2015

**Manager - Global Marketing**

Apr 2012 - Jan 2013

**Product Manager**

Mar 2010 - Apr 2012

**Manager - Industry Relations & Lead Generation**

Nov 2008 - Mar 2010

**Texas Tech University**

**Graduate Assistant**

Texas Tech University

Aug 2006 - Oct 2008

**S.T India Pvt Ltd**

**Manager - Marketing & Operations**

Jun 2004 - Jul 2006



**Gurpreet (GP) Singh**

**ELLKAY**

**Vice President, Interoperability Solutions**

Feb 2019 - Present

**Carequality**

**Advisory Council**

Dec 2020 - Present

**Chronic Care Management, Inc**

**Chief Information Officer**

Jul 2018 - Feb 2019

**CareSync**

**VP of Interoperability**

Nov 2015 - Jun 2018

**MDRevolution**

**CTO**

Sep 2014 - Oct 2015

**Heal Health Solutions, Inc.**

**CEO**

2010 - 2015

**OpsHub, Inc.**

**CoFounder, VP of Sales and Marketing**

2008 - 2009

**Parrus IT Solutions Pvt Ltd**

**Founder**

2004 - 2008

**Parrus Technologies**

**Founder**

1997 - 2008

**Visa International**

**Sr. Software Engineer**

1996 - 2001

**Shreya Patel**

**ELLKAY**

**Chief Innovation and Product Officer**

Jul 2020 - Present

**Vice President, Product Management and Strategy**

May 2017 - Jul 2020

**Vice President, Product Strategy and Marketing**

Apr 2012 - May 2017

**Product and Marketing Manager**

Apr 2010 - Mar 2012

**Bowman Consulting**

**Design Engineer**

Jun 2008 - Nov 2009

**The Ryland Group**

**Management Trainee**

Jul 2006 - Jun 2008

**The Wooten Company**

**Civil Engineering Intern**

Jan 2006 - May 2006

**Chuck Golliday**

**ELLKAY**

**Chief Information Security Officer**

Jul 2022 - Present

**Tabula Rasa HealthCare**

**Manager of Information Security**

Dec 2016 - Jul 2022

**Citi**

**VP, Business Information Security Officer**

Nov 2014 - Dec 2016

**Aria Health**

**Information Security Officer**

Jun 2011 - Nov 2014

**Network Administrator**

Oct 2007 - Mar 2011

**NetIDEAS, Inc**

**Network Engineer**

Feb 2006 - Dec 2006

**Josh Evensen**



**ELLKAY**

**VP of Software Engineering**

Jan 2022 - Present

**Director of Innovation**

Oct 2009 - Oct 2023 ·

**Mini Sankar**

**ELLKAY**

**Chief Solution Architect**

2003 - Present

**GoAmerica**

**System Analyst**

2001 - 2002

**IFrame, New York**

**Sr. Programmer**

1998 - 2000

**Riverside software**

**Analyst/Programmer**

1995 - 1997

**Bimal Shah**

A black background with a black square

Description automatically generated with medium confidence

**ELLKAY**

**VP, Archive and CDX Platform, IT**

Jun 2021 - Present

**Director, Archive Platform, IT**

May 2017 - Present

**Weichert Companies**

**Director of Application Development**

Aug 2011 - May 2017

**Healthware Concepts**

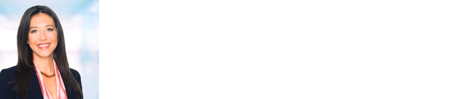
**Sr. Application Developer**

May 2004 - Jul 2011

**Ontash and Ermac**

**Web DeveloperWeb Developer**

May 2000 - Apr 2004



**Jennifer Higginbotham**

**ELLKAY**

**Vice President, Client Operations at ELLKAY**

Oct 2020 - Present

**Senior Director - Strategic Growth**

Oct 2020 - Apr 2021

**Cerner Corporation**

**Director, Interoperability Implementations**

Jan 2018 - Oct 2020

**Director, Value Creation Office**

Oct 2016 - Jan 2018

**Director, Services Management**

Jun 2014 - Oct 2016

**First Data Corporation**

**Director, Process Excellence Director, Process Excellence**

Jul 2012 - Apr 2014

**Booz Allen Hamilton**

**Associate - US Army Command Strategic Initiatives Program Management**

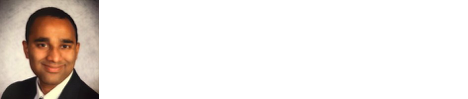
Feb 2008 - Jul 2012

Project Management Professional (PMP) certified

**The Home Depot**

**Manager, Merchandising Services; Internal Audit**

Jun 2004 - Jan 2008

**Dhruv Ragunathan**

**ELLKAY**

**Director, Interoperability Solutions**

Feb 2023 - Present

**Senior Solutions Engineer**

Mar 2021 - Mar 2023

**Vitech Systems Group**

**Solutions Analyst**

Mar 2020 - Mar 2021

**Epic**

**Integration Engineer**

Jan 2017 - Feb 2020

**Varner Lab**

**Undergraduate Researcher**

Jan 2015 - May 2016

Cornell University

**Cornell University**

**Teaching Assistant Teaching Assistant**

Aug 2015 - Dec 2015

**Pfizer**

**Summer Research Intern**

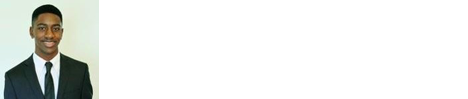
May 2014 - Aug 2014

Explored the effects of different shRNA-based target knockdowns on protein expression.

**LTS Chemicals**

**Web Design Intern**

May 2013 - Aug 2013



**Bryce Hibbler**

**ELLKAY**

**Solutions Engineer**

Mar 2022 - Present

**Epic**

**Technical Solutions Engineer**

Jul 2020 - Jul 2021

**Eli Lilly and Company**

**PRA InternPRA Intern**

May 2019 - Jul 2019

**DFAS**

**HR Intern**

May 2018 - Aug 2018

**Eli Lilly and Company**

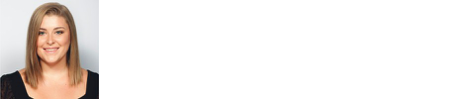
**IT Intern**

May 2017 - Aug 2017

**DirectEmployers Institute**

**Summer Intern**

Jun 2016 - Aug 2016



**Lauren Cooke**

**ELLKAY**

**Director, Interoperability Strategy**

Feb 2023 - Present

**The Clinic by Cleveland Clinic**

**Business Development Manager**

Jul 2022 - Mar 2023

**Johns Hopkins All Children's Hospital**

**Practice Administrator**

Aug 2020 - Aug 2022

Child Development and Rehabilitation Center & Integrated Care Management

**Administrative Coordinator**

Sep 2018 - Aug 2020

**Moffitt Cancer Center**

**Patient Access Representative**

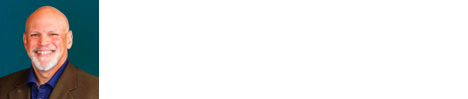
Moffitt Cancer Center

Dec 2017 - Sep 2018

**USF Legislative Internship Program**

**Congressional Intern**

Jan 2017 - Aug 2017

**Berto Aguilar**

**ELLKAY**

**Director of Laboratory Sales**

Jan 2022 - Present

**Azenta Life Sciences**

**Sales Specialist- Informatics (Eastern USA, CAN, LATAM)**

Dec 2021 - Jan 2022

**Senior Sales Executive, Informatics (Europe, ROW and Eastern USA)**

Jan 2021 - Dec 2021

**Sales Manager, Informatics**

Oct 2019 - Dec 2020

**Frederick County Public Schools logo**

**Foreign Language Interpreter**

Jul 2017 - Sep 2021

Spanish and Portuguese Interpreter- Continuous or Simultaneous

IEP Interpretation trained

**Carson & SAINT Corporations**

**Director of Sales**

Sep 2018 - Sep 2019

**AEAS CONSULTING**

**Owner and Independent Consultant**

Self-employed

Jul 2017 - Sep 2018

**Alpha Biosciences**

**Sales and Business Development Manager**

Jan 2018 - Jun 2018

**Carson & SAINT Corporations**

**Sales Executive**

Mar 2015 - Jun 2017

**Richard S. Carson & Associates Inc.**

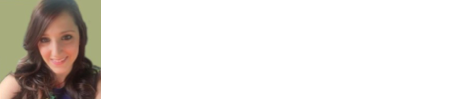
**Sales Executive**

Mar 2015 - Jun 2017

**GERSTEL, Inc.**

**Regional Sales Manager- Western US & Latin America**

Jan 2009 - Jan 2015

**Stephanie Adams**

**ELLKAY**

**Director, Enterprise Operations**

Oct 2023 - Present

**Director, Ambulatory Migrations**

Jan 2021 - Oct 2023

**Project Team Manager**

Jan 2019 - Dec 2020

**Lead Project Manager**

Jan 2017 - Jan 2019

**Project Manager**

Nov 2014 - Jan 2017

**Contracted**

**EMR Consultant**

Jul 2012 - Oct 2014

Einstein Healthcare Network

University of Chicago at Illinois Health

Lifebridge Health Center-Sinai Hospital

**Hackettstown Regional Medical Center**

**Registrar, Image Scheduler, Insurance Verifier**

Jun 2009 - Oct 2014

**United Nations**

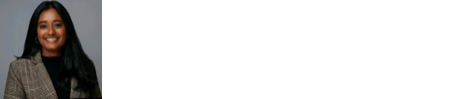
**Intern General Assembly Affairs Branch**

Jun 2011 - Aug 2011

**Michael Sullivan Ph.D. Associate Professor Drexel University**

**Research Assistant**

Apr 2009 - Jun 2009

**Archana Premkumar**

**ELLKAY**

**Interoperability Strategy Manager**

Feb 2024 - Present

**Ribbon Health**

**Sales Engineer**

Apr 2022 - May 2023

**Epic**

**Technical Solutions Engineer**

Epic · Full-time

Aug 2019 - Apr 2022

**Georgia Institute of Technology**

**Undergraduate Teaching Assistant**

Aug 2017 - Jul 2019

**Undergraduate Research Assistant**

Jan 2017 - Dec 2018

**ScribeAmerica**

**Emergency Department Scribe**

Apr 2018 - Apr 2019

**Halyard Health**

**Technical Quality Co-op**

Jan 2018 - May 2018

**2.2 Key Staff References**

The vendor should provide two references for each proposed key staff. The reference should be able to confirm that the staff has successfully demonstrated performing tasks commensurate to the tasks they will perform in alignment with this RFP and the resulting contract.

The name of the person to be contacted, phone number, client name, address, a brief description of work, and date (month and year) of employment should be given for each reference. These references should be able to attest to the candidate’s specific qualifications. The reference given should be a person within a client’s organization and not a coworker or a contact within the vendor’s organization. The PRMP may contact one or more of the references given and the reference should be aware that the PRMP may contact them for this purpose.

Vendors should use the format provided in Table 15 below. Please repeat the rows and tables as necessary.

| **Key Staff Reference Form** | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Key Staff Name:** | | Ajay Kapare | | **Proposed Role:** | | | Executive Sponsor | | |
| **Reference 1** | | | | | | | | | |
| **Client Name:** | Seattle Children’s Hospital | | **Client Address:** | | 4800 Sand Point Way NE, Seattle, WA 98105 | | | | |
| **Contact Name:** | Dr. Zafar Chaudry | | **Contact Title:** | | Chief Information Officer | | | | |
| **Contact Phone:** |  | | **Contact Email:** | | [Zafar.Chaudry@seattlechildrens.org](mailto:Zafar.Chaudry@seattlechildrens.org) | | | | |
| **Project Name:**  Seattle Children’s | ELLKAY | | | | | **Start Date:** | 2021 | | **End Date:** | Ongoing |
| **Project Description:**  Integration support with EMR’s and data migration to Epic instance. Ongoing maintenance and interoperability support provided. | | | | | | | | | |
| **Project Role and Responsibilities:**  Serve as executive sponsor and escalation point to contact, if needed. | | | | | | | | | |
| **Reference 2** | | | | | | | | | |
| **Client Name:** | San Ysidro Health | | **Client Address:** | | 4004 Beyer Blvd, San Ysidro, CA 92173 | | | | |
| **Contact Name:** | Dan Howard | | **Contact Title:** | | Chief Information Officer | | | | |
| **Contact Phone:** | 619-662-4100 | | **Contact Email:** | | [daniel.howard@syhealth.org](mailto:daniel.howard@syhealth.org) | | | | |
| **Project Name:**  San Ysidro Health Center | ELLKAY LKOpera | | | | | **Start Date:** | 01/2023 | | **End Date:** | 08/2023 |
| **Project Description:**  ELLKAY performed integration, interfacing, data migration, and archiving work on behalf of San Ysidro through Athena to Epic migration. ELLKAY normalized data from Athena, utilizing our eMPI, data repository, and provider-facing platform for longitudinal record view, as well as deployed all interface and integration suites required of Epic go-live. Managed services is provided on an ongoing basis. | | | | | | | | | |
| **Project Role and Responsibilities:**  Executive sponsor and point of escalation, as required. Project hit all major milestones and go-live / post go-live has been successful. | | | | | | | | | |

| **Key Staff Reference Form** | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Key Staff Name:** | | GP Singh | | **Proposed Role:** | | | Executive Director | | |
| **Reference 1** | | | | | | | | | |
| **Client Name:** | CommonWell | | **Client Address:** | | 75 Arlington Street, Suite 500 Boston, MA 02116 | | | | |
| **Contact Name:** | Paul Wilder | | **Contact Title:** | | Executive Director | | | | |
| **Contact Phone:** | 917-744-4999 | | **Contact Email:** | | paul@commonwellalliance.org | | | | |
| **Project Name:**  CommonWell | ELLKAY | | | | | **Start Date:** | 2023 | | **End Date:** | Ongoing |
| **Project Description:**  ELLKAY serves as the Technical Service Provider to CommonWell and fuels the technological platform that enables the entirety of the data exchange between the participating members. CommonWell serves as the framework for meaningful data exchange between competing vendors, while ELLKAY provides the actual technology to facilitate this data exchange. | | | | | | | | | |
| **Project Role and Responsibilities:**  Executive Sponsor to project and point of escalation, as required. Project has hit all project milestones on time and ahead of schedule. | | | | | | | | | |
| **Reference 2** | | | | | | | | | |
| **Client Name:** | Microsoft Nuance | | **Client Address:** | | 1 Wayside Road, Burlington, MA | | | | |
| **Contact Name:** | Anuj Shroff | | **Contact Title:** | | Partner, Software Engineering | | | | |
| **Contact Phone:** | 800-654-1187 | | **Contact Email:** | | [anuj.shroff@microsoft.com](mailto:anuj.shroff@microsoft.com) | | | | |
| **Project Name:**  Microsoft Nuance | ELLKAY | | | | | **Start Date:** | 2019 | | **End Date:** | Ongoing |
| **Project Description:**  Nuance uses ELLKAY as its exclusive interoperability and data management platform across all its platforms. They bring in over 50 hospital projects every quarter that include names like Advent, Ascension, NYU, Intermountain, and many more. This experience has proven ELLKAY’s propensity to manage data at scale as well as the ability to work with major hospital systems and their compliance and security assessment teams. ELLKAY handles over 200 million transactions a week. | | | | | | | | | |
| **Project Role and Responsibilities:**  Executive Sponsor to project and point of escalation, as required. Project has hit all project milestones on time and ahead of schedule. | | | | | | | | | |

| **Key Staff Reference Form** | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Key Staff Name:** | | Jennifer Higgingbotham | | **Proposed Role:** | | | Customer Success and Operations Director | | |
| **Reference 1** | | | | | | | | | |
| **Client Name:** | UW Health | | **Client Address:** | | 600 Highland Avenue, Madison, WI 53792 | | | | |
| **Contact Name:** | Cherodeep Goswami | | **Contact Title:** | | Chief Digital & Information Officer | | | | |
| **Contact Phone:** | 608-316-9799 | | **Contact Email:** | | CGoswami@uwhealth.org | | | | |
| **Project Name:** Various Projects | | | | | **Start Date:** | 2022 | | **End Date:** | Present |
| **Project Description:** University of Wisconsin - EMR to EMR conversion + archive work (multiple projects - 2022-2023)  Coordinated w/ Chero to be guest speaker in our inaugural ELLKAY Ops Summit (Oct 2023)  Point of executive communication and escalation for UW Health executives during implementation. | | | | | | | | | |
| **Project Role and Responsibilities:** Serve as executive sponsor and escalation point to contact, if needed. | | | | | | | | | |
| **Reference 2** | | | | | | | | | |
| **Client Name:** | Evergreen Health | | **Client Address:** | | 12333 NE 130th Lane, Suite Tan 310  Kirkland, WA 98034 | | | | |
| **Contact Name:** | Jack Peters | | **Contact Title:** | | CIO | | | | |
| **Contact Phone:** | 425-899-6700 | | **Contact Email:** | | JDPeters@evergreenhealthcare.org | | | | |
| **Project Name:** EMR to EMR conversion and archival projects | | | | | **Start Date:** | **MM/YYYY** | | **End Date:** | **MM/YYYY** |
| **Project Description:** EMR to EMR conversion and archival projects | | | | | | | | | |
| **Project Role and Responsibilities:** Serve as executive sponsor and escalation point to contact, if needed. | | | | | | | | | |

| **Key Staff Reference Form** | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Key Staff Name:** | | Shreya Patel | | **Proposed Role:** | | | Chief Product and Innovation Officer | | |
| **Reference 1** | | | | | | | | | |
| **Client Name:** | CompuGroup Medical | | **Client Address:** | | 10901 Stonelake Blvd. 200. Austin, Texas 78759, US. | | | | |
| **Contact Name:** | Carl Smith | | **Contact Title:** | | GM, Lab Division | | | | |
| **Contact Phone:** | +1 (855) 270-6700 | | **Contact Email:** | | carl.smith@cgm.com | | | | |
| **Project Name:**  **CGM | ELLKAY** | | | | | **Start Date:** | **2020** | | **End Date:** | **Ongoing** |
| **Project Description:**  Deploy interfaces and integration software to CGM to deploy to various laboratories, hospitals, and provider practices. | | | | | | | | | |
| **Project Role and Responsibilities:**  Product development and technical innovation leader. | | | | | | | | | |
| **Reference 2** | | | | | | | | | |
| **Client Name:** | CommonWell | | **Client Address:** | | 75 Arlington Street, Suite 500 Boston, MA 02116 | | | | |
| **Contact Name:** | Liz Buckle | | **Contact Title:** | | Director, Product | | | | |
| **Contact Phone:** | 304-488-2291 | | **Contact Email:** | | Liz@commonwellalliance.org | | | | |
| **Project Name:**  CommonWell | ELLKAY | | | | | **Start Date:** | 2023 | | **End Date:** | Ongoing |
| **Project Description:**  ELLKAY serves as the Technical Service Provider to CommonWell and fuels the technological platform that enables the entirety of the data exchange between the participating members. CommonWell serves as the framework for meaningful data exchange between competing vendors, while ELLKAY provides the actual technology to facilitate this data exchange. | | | | | | | | | |
| **Project Role and Responsibilities:**  Chief Product Officer and technical leader for development team. | | | | | | | | | |

| **Key Staff Reference Form** | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Key Staff Name:** | | Chuck Golliday | | **Proposed Role:** | | | CISO | | |
| **Reference 1** | | | | | | | | | |
| **Client Name:** | Abira Security | | **Client Address:** | | 914 Pleasant Lane, Glenville Illinois 60025 | | | | |
| **Contact Name:** | John Patton | | **Contact Title:** | | Sales Director | | | | |
| **Contact Phone:** | 937-361-4482 | | **Contact Email:** | | John.patton@abirasecurity.com | | | | |
| **Project Name:**  Multiple – Zero Trust, PenTest, MDR Provider, Security Engagement | | | | | **Start Date:** | 2023 | | **End Date:** | Ongoing |
| **Project Description:**  Zero Trust Project | | | | | | | | | |
| **Project Role and Responsibilities:** CISO is responsible for the business engagement, scope development, project timing, pen testing remediation and project success. | | | | | | | | | |

Attachment E: Mandatory Specifications

### Submission Requirements

This RFP includes multiple sections that specify proposal submission requirements, including, but not limited to, **1.3 RFP Timeline, 3.11 Proposal Submittal and Instructions,** and **7. Attachments**. The vendor must at least meet all proposal submission requirements as part of this RFP, including, but not limited to, formatting, completeness, timeliness, and accuracy, as described in the sections. Failure to meet any of the submission requirements of this RFP may result in disqualification of a proposal, in accordance with Mandatory Requirements.

Vendors must provide a response to each of the following mandatory requirements. Vendor responses will then be verified by the PRMP to establish and maintain compliance between the PRMP and the HIE vendor. The first section requires initialing and narrative explanation. The second section does not require narrative explanation; however, the vendor must still include and initial these mandatory requirements as part of their proposal.

**Narrative Explanation Required Below According to Response Indication:**

**The vendor must provide the right of access to systems, facilities, data, and documentation to the PRMP or its** **designee to conduct audits and inspections as is necessary.**

Agree

1. **The vendor must support the PRMP’s requests for information in response to activities including, but not limited to:**
   1. **Compliance audits**
   2. **Investigations**
   3. **Legislative requests**

Agree

1. **The vendor must provide authorization from a parent, affiliate, or subsidiary organization for the PRMP to have access to its records if such a relationship exists that impacts the vendor’s performance under the proposed contract.**

Agree

1. **The vendor must help ensure that all applications inclusive of internet, intranet, and extranet associated with this contract are compliant with Section 508 of the Rehabilitation Act of 1973, as amended by 29 United States Code (U.S.C.) §794d, and 36 Code of Federal Regulation (CFR) 1194.21 and 36 CFR 1194.22.**

Agree

1. **The vendor must provide increased staffing levels if requirements, timelines, quality, or other standards are not being met, based solely on the discretion of and without additional cost to the PRMP. In making this determination, the PRMP will evaluate whether the vendor is meeting service levels as defined in the contract.**

Agree

1. **The vendor must provide evidence that staff have completed and signed all necessary forms prior to executing work for the contract.**

Agree

1. **The vendor staff must not have the capability to access, edit, and share personal data, with unauthorized staff, including, but not limited to:**
   1. **Protected Health Information (PHI)**
   2. **Personally Identifiable Information (PII)**
   3. **Financial Transaction Information**
   4. **Federal Tax Information**
   5. **Social Security Administration (SSA) data including, but not limited to, family, friends, and acquaintance information**

Agree

1. **The vendor must maintain a sufficient staff model to provide the services outlined in the contract while meeting or exceeding the applicable service level agreements.**

Agree

1. **On a monthly basis the vendor must, at a minimum, include the standard invoice package contents for the PRMP, including, but not limited to:**
   1. **An authorized representative of the contracted party must sign an itemized description of services rendered for the invoice period. Additionally, the vendor must include a written certification stating that no officer or employee of the PRMP, its subsidiaries, or affiliates will derive or obtain any benefit or profit of any kind from this vendor’s contract. Invoices that do not include this certification will not be paid.**
   2. **Provide the PRMP with a list of all services completed within an invoice period, as well as evidence that the PRMP has accepted and approved the work.**
   3. **Provide the PRMP with three physical and one electronic invoice packages in support of the PRMP’s review and approval of each invoice.**
      1. **Invoice Package #1 – Original Signature and Hard Copy**
      2. **Invoice Packages #2 – #3 – Hard Copy**
      3. **Invoice Package #4 – Electronic**

Agree

1. **The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.**

Agree

1. **The vendor must provide a drug-free workplace, and individuals must not engage in the unlawful manufacture, distribution, dispensation, possession, abuse, or use of a controlled substance in the performance of the contract. (Drug-Free Workplace Act of 1988)**

Agree

**Table 16 details the mandatory requirements that the vendor must include and initial as part of their proposal.**

**Table 16: Mandatory Requirements**

| Mandatory Requirement Item(s) | Vendor Meets Requirement? Y/N | Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement \*Response should note any exceptions to meeting requirement |
| --- | --- | --- |
| The vendor must comply with current and future Puerto Rico and federal regulations as necessary to support the services outlined in this RFP | Y | As an industry leader in healthcare interoperability, it is our mission to meet current and future Puerto Rico and federal standards. |
| The vendor must perform according to approved SLAs and associated metrics in the areas listed in Appendix 2: Service-Level Agreements and Performance Standards | Y | ELLKAY will work with PRMP through contracting on associated SLAs and metrics to comply with legal requirements and PRMP expectations. |
| The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories. | Y | ELLKAY data centers are located in the US. PRMP can be assured that all data is maintained in the US with no access by offshore personnel. |
| The vendor must serve as a trusted partner to the PRMP and represent the PRMP’s interests in all activities performed under the resulting contract. | Y | Agree. |
| Data Ownership: The vendor must agree that the PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period. | Y | PRMP will retain ownership of the data. ELLKAY does not commercialize data for secondary use. |
| Security: The vendor must comply with information, data, and cybersecurity requirements as applicable for contractors and vendors doing business with the Commonwealth. Reference agencies and laws include Puerto Rico Innovation and Technology Service (PRITS), the Office of the Chief Government Cybersecurity Officer (within PRITS), Law 75-2019; HIPAA; and Law 151 of June 22, 2004. | Y | ELLKAY is HIPAA regulated and would abide by the laws and regulations defined by Puerto Rico Innovation and Technology Service (PRITS), the Office of the Chief Government Cybersecurity Officer (within PRITS), Law 75-2019; HIPAA; and Law 151 of June 22, 2004. |
| Security: The vendor must include an independent security assessment plan aligned with the assessment guidelines in the CMS guidance document for MES certification. If a different framework is proposed for the assessment, the vendor shall ensure that the security assessment plan details how the vendor's framework is mapped to the NIST SP 800-53A framework, MARS-E, or agreed upon security controls framework.   * + The vendor confirms use of the NIST SP 800-53A framework OR identify the framework proposed and include a mapping of the proposed framework to the NIST SP 800-53A.   + Vendor confirms that a security assessment plan will be submitted to be included in a contract if vendor is awarded the RFP.   + Vendor commits to annually comply to an independent third-party security risk assessment for the HIE's third parties that transmit, process, or store data under the HIE's contract with PRMP. The vendor shall include the cost of the annual assessment within operating cost. | Y | ELLKAY has established formal information security, privacy, and risk management programs. These programs shall be based on NIST Cyber Security and HITRUST frameworks to ensure confidentiality, integrity, and the availability of data. This program incorporates any federal, state, or organizational requirements and is updated annually. Further, this program is monitored and reviewed at least annually using a Plan, Do, Check, Act (PDCA) cycle. |
| Security: The vendor will provide security-related reports at defined frequencies that align to NIST 800-53a security control requirements, MARS-E, or agreed upon security controls framework.   * 1. The vendor confirms they can provide security-related reports. Report topics include:      1. privileged account review      2. audit log review      3. continuous monitoring/security metrics report      4. Plan Of Action & Milestones (POAM) review      5. Vulnerability assessment      6. system access review      7. roles review for separation of duties      8. contingency plan review/test      9. incident response plan review and training      10. risk assessment; awareness training      11. review system security plan and update      12. disaster recovery presentation and review      13. system wide security assessment      14. Internal and External Penetration test      15. static/dynamic code analysis or peer review      16. HIE governing board security policy review | Y | ELLKAY would work with PRMP to determine the agreed upon security framework. ELLKAY generally provides its HITRUST certification letter and report as required. |
| Federal Interoperability Policy Standards: All HIE services will comply with security, privacy, and interoperability policies as listed below.   * 1. The vendor confirms that the following identified policies are being followed:      1. Federal Information Security Management Act (FISMA)      2. Health Insurance Portability and Accountability Act (HIPAA)      3. Health Information Technology for economic and Clinical Health Act (HITECH)      4. Patient Protection and Affordable Care Act      5. National Security Agency (NSA) Security Recommendation Guides      6. Office of the National Coordinator for Health Information Technology (ONC) Cures Act Final Rule on Information Blocking      7. Centers for Medicare and Medicaid Services (CMS) Interoperability and Patient Access Final Rule      8. Commonwealth regulations regarding privacy and security      9. TEFCA | Y | At ELLKAY, we deliver market-leading solutions that not only include the features needed for success and resolution of challenges, but that comply and meet the strictest security standards, including Rapid7 penetration testing, Rackspace hosting and security, Data Aggregator Validation (DAV) certification, and HITRUST certification. ELLKAY protects health records in compliance with HIPAA and HITECH requirements. The LKOpera platform is a turnkey solution that allows PRMP to meet the CMS requirements for Interoperability and Patient Access Final Rule and conform to the technical standards defined in the ONC 21st Century Cures Act.  ELLKAY has experience helping partners adhere to TEFCA guidelines. Through its technology platforms and solutions, ELLKAY will help the CommonWell Health Alliance support its current needs along with enabling its commitment to network expansion and service enhancements in preparation for the next phase of interoperability. The CommonWell 2.0 platform, Powered by ELLKAY, was designated a Qualified Health Information Network (QHIN) under TEFCA in early 2024. |
| Security – Hosting: The vendor confirms that hosting services are controlled and managed for access, information exchange, and identity authentication.   * 1. The vendor confirms that:      1. Hosting services have controls in place to prevent unauthorized access, with automated monitoring of service availability and to detect potential intrusions in the production environment      2. Hosting Services support the exchange of SAML 2.0 (or supported version) security assertions with other systems, including eHealth Exchange and custom attributes. Vendor will use SAML attributes for logging and access control determination decisions      3. Hosting services support:      4. OAuth federated authentication for both web services as well as for browsers      5. OCSP x.509 certificate revocation detection (or supported version)      6. Other methods of x.509 certification revocation detection   2. Hosting services will support identity federation standards (SAML, SPML, WS-Federation, etc.) to authenticate and authorize users. The NIST SP 800-63 document suite provides technical requirements for federal agencies implementing digital identity services (4-volume set)   3. Hosting services will provide strong (multi-factor) authentication options (digital certs, tokens, biometrics, etc.) for user access in keeping with the NIST SP in cited above. | Y | ELLKAY uses a web-based secure solution hosted at Rackspace data centers located in Chicago, IL and Dallas, TX with a Disaster Recovery location in Ashburn, VA. Access to the data center is restricted by biometric authentication devices (i.e. hand geometry scanner) and keycard/badge devices. Two-factor authentication is used to gain access to the data center and proximity cards are used at data center facilities to restrict access to only authorized personnel. Personnel are required to display their identity badges when onsite at Rackspace facilities. Closed-circuit video surveillance has been installed at the entrance points on the interior and exterior of the buildings housing data centers and is monitored by authorized Rackspace personnel. The CCTV retention period is at least 90 days. For added security, the data center facilities are not identifiable from the outside of the building or accessible to unauthorized personnel. |
| Security – Encryption: The vendor confirms that Encryption Services work to ensure that all health information in transit and at rest is unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified by the Secretary of the Federal Department of Health and Human Services in the guidance issued under section 13402 (h)(2) of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), or any update to that guidance. | Y | ELLKAY has established encryption protocols in accordance with applicable State and Federal statutory and regulatory compliance requirements and internal company policies. This includes but is not limited to platform and data-appropriate encryption in open/validated formats and standard algorithms, FIPS validated cryptographic mechanisms, and network security protocols (i.e. TLS, IPSEC, SSH, etc.) to safeguard sensitive data during transmission. |
| Security – Intrusion-Detection and Firewall Protection: The vendor confirms that hosting services will have aggressive intrusion-detection and firewall protection per NIST SP 800-53A Rev 5 SI-04(01) System Monitoring, System-wide intrusion detection systems. | Y | ELLKAY has IPS installed on the firewall that monitors all traffic to the network, and AlienVault to monitor internal traffic. |
| Security – Legal Compliance: The vendor confirms that all HIE services will cooperate completely with the Commonwealth's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure, reporting any security breach with conformance with PR laws.   * 1. The vendor confirms awareness of PR laws and PRITS (Puerto Rico Innovation & Technology Service – the central agency driving technological advancements) policies for detecting and reporting vulnerabilities, including security breaches. | Y | In accordance with PRITS, notification of a breach shall be made without an unreasonable delay unless law enforcement has requested it not be made to facilitate an investigation.  ELLKAY has not suffered any data loss or security breach. |
| Security – Reporting: The vendor must demonstrate that Hosting services will issue ongoing reports regarding HIE security audits and compliance activities in a format and frequency reasonably requested by the Commonwealth. | Y | ELLKAY will provide HITRUST and ISO certifications and reports. |
| Security – Security Management: The vendor must demonstrate that industry-standard security management will be implemented and administered by the vendor. | Y | ELLKAY undergoes HITRUST certification, Penetration Testing, is HIPAA and HITECH compliant, and our data center at Rackspace is SSAE16 certified. |
| Public Health: The vendor must provide local code mapping to improve the level of accurate reporting of disease reporting to improve population health.   * 1. The vendor confirms that when local institutions use their own codes for reporting diseases, which still need to be mapped to industry standards, the HIE will match the reported codes to national standards, improving the accuracy of reports and supporting data aggregation of public health disease reporting data. | Y | ELLKAY provides its LKLiveMapping tool that’s used to map disparate code sets from separate organizations to a standard code set. LKLiveMapping provides a user interface (UI) institution can use to map their code sets to the standard HIE ones. |
| User Access and Management – User Account Management: The vendor confirms that they provide participants with access to IT Administrative access to manage end-user accounts, submit/edit requests for end-user accounts on their behalf, to alleviate provider burden for account management outside of password requirements. | Y | ELLKAY products use RBAC (Role Based Access Control). Administrators have full control to create, define, and modify users, roles, and permissions. User and role-based security can be configured to PRMP’s user and role-based permissions. |
| User Access and Management – End-User Authentication: The vendor confirms they use Security Assertion Markup Language (SAML) Single-Sign-On (SSO) authentication whereby EHR users can access HIE services efficiently and securely from within their workflow environment.   * 1. The vendor confirms support for federated identity management.   2. The vendor confirms that integration with a variety of EHR system types is in place. | Y | LKOpera supports SAML-based SSO integration for seamless connectivity with your existing applications including EHRs. This includes but is not limited to NextGen, Paragon, MEDITECH, Greenway Health, and e-Clinical Works. |
| User Access and Management – Provider Directory: The vendor must support for provider directory services for individuals and facilities:   * 1. The vendor confirms provider Directory support for Direct Secure Messaging.   2. The vendor confirms that Provider Directory Services associate providers with facilities and health systems. | Y | ELLKAY provides a provider and organization directory that can be accessed through a dashboard. The dashboard contains the organization information as well as the address. Organizations will have access to a portal to maintain and change their directory information as needed. |
| User Access and Management: The vendor must support identity and access management services.   * 1. The vendor confirms that identity and access services include user profiles and contact information.   2. The vendor confirms that identity and access services manage patient-provider attribution. | Y | User access to LKOpera’s EMPI (identity) and organization management are provisioned by user. |
| User Access and Management – PRDoH Access: The vendor must confirm that PRDoH personnel will have access to the HIE through the Provider Portal. | Y | LKOpera aggregates data from disparate sources into one viewable user interface portal. |
| The MPI technology solution must be an independent module of the HIE technology architecture. PRMP expects that the PRHIE employs a best-in-class MPI that is accessible to the overall solution and supports Patient Demographic Query, Patient Identifier Cross-Reference, and Cross Community Patient Discovery. | Y | LKeMPI is a standalone offering that uses multiple data attributes such as name, DOB, SSN, address, etc. as well as multiple probabilistic and deterministic matching algorithms based on key elements, nicknames, abbreviations, and other criteria, ensuring similar patient records are grouped based on matching scores. |

### **Mandatory Qualifications**

**The vendor must complete this section to demonstrate that it has the experience needed to meet the requirements in this RFP. Table 17 below lists each mandatory qualification. The vendor must note whether it meets the qualification and provide narrative demonstrating fulfillment of the requirement. If multiple vendors are submitting a joint proposal as a response to the RFP, the primary respondent should replicate the table and complete it for each vendor participating in the joint response.**

**Table 17: Mandatory Qualifications**

| Mandatory Qualification Item(s) | Vendor Meets Qualification? Y/N | Provide A Brief Narrative to Demonstrate Fulfillment of Requirement |
| --- | --- | --- |
| The technology services described in Section 4.2.2 must be provided by vendor(s) that have experience in health information exchange(s) of similar size and scope as described in this RFP. | Y | ELLKAY has deployed technologies to meet the needs of health information exchanges on a national scale. |
| The vendor must have the ability to staff the organization and contract with subcontractors to meet PRMP’s HIE program objectives and associated timelines. | Y | ELLKAY will be responsible for all staffing needs. |
| The vendor must have demonstrated experience operating and managing health system services including the direct provision of services to the provider community. | Y | ELLKAY has directly provisioned services to provider and vendor organizations to facilitate national data exchange. |
| The vendor must include at least three references from projects performed within the last two years that demonstrate the vendor’s ability to perform the scope of the work described in this RFP. The vendor must include refences from three different projects/clients that provide details on the vendor’s experience operating and managing a health information exchange or related services. | Y | Included within reference section. |
| The vendor must commit to staff and operate a place of business in the Commonwealth during any contract resulting from this procurement process and help ensure local support for outreach and onboarding, HIE participant education, representation on governance bodies, and help desk functions. Operations in Spanish and English are a part of meeting this requirement. | Y | ELLKAY will work with PRMP to meet all requirements for staffing, local support, onboarding, education and documentation, and language requirements. |
| The vendor must agree to meet all federal and local requirements related to the operation of a Medicaid Enterprise system and the management and distribution of private health information. | Y | Agree. |

## 

Attachment G: Response to SOW

**This section will provide instructions to vendors to respond to the requested services detailed in this RFP.**

**Instructions: The responses to each part of the SOW are required as part of the submitted proposal. Responses will be scored as part of the technical proposal evaluation.**

**Responses must include, where appropriate, the deliverables included in Appendix 1: Deliverable Review Process and Deliverables Dictionary.**

**The text response to each section in this attachment must be eight pages or less. The vendor may also add up to two pages of images or diagrams for each response. Responses beyond eight pages of text and ten total pages including images and diagrams will not be reviewed.**

1. **Approach to Business Operations**

Describe the vendor’s approach to meeting or exceeding the PRMP’s specifications and outcomes, as described in **Attachment F: Outcomes Traceability Matrix** and **Section 4: Scope of Work (SOW)** of this RFP. As part of their response, vendors should provide specific details and examples outlining their approach to the following subcategories:

* Governance
  + ELLKAY will dedicate an engagement manager to participate in various committees, advisory boards, and forums, as indicated in the PRHIE Vendor Operational Responsibilities matrix. This role will serve as the liaison between ELLAY key personnel and PRMP, and coordinate directly with the PRHIE Advisory Council, PRHIE Board of Governors, in evaluation of HIE activities, and work with
* Data Governance
  + ELLKAY's solutions have full tracking and monitoring capability that detects errors in transmission. ELLKAY can provide reports to meet your needs. ELLKAY will meet with your data governance team as part of the project planning and data assessment phase to determine requirements related to quality reporting and routing or access for various data stewards.
  + ELLKAY has implemented a defense-in-depth strategy to secure its customers’ data. Data is hosted in a secure data center backed by numerous industry certifications and attestations. ELLKAY applications and APIs are penetration tested twice a year and encrypted by default.
  + ELLKAY will work collaboratively with your Data Management, IT, and Governance teams to provide solutions and services that integrate seamlessly with your Data Governance programs and provide best practice data management.
* Policy
  + At ELLKAY, we deliver market-leading solutions that not only include the features needed for success and resolution of challenges, but that comply and meet the strictest security standards, including Rapid7 penetration testing, Rackspace hosting and security, Data Aggregator Validation (DAV) certification, and HITRUST certification. ELLKAY protects health records in compliance with HIPAA and HITECH requirements. The LKOpera platform is a turnkey solution that allows PRMP to meet the CMS requirements for Interoperability and Patient Access Final Rule and conform to the technical standards defined in the ONC 21st Century Cures Act.
  + ELLKAY has experience helping partners adhere to TEFCA guidelines. Through its technology platforms and solutions, ELLKAY has supported CommonWell Health Alliance in its current needs along with enabling its commitment to network expansion and service enhancements in preparation for the next phase of interoperability. The CommonWell 2.0 platform, Powered by ELLKAY, was designated a Qualified Health Information Network (QHIN) under TEFCA in early 2024.
* Technical Assistance
  + ELLKAY will provide training and resources to support PRMP and accommodate migration of the participating organizations to onboard to the ELLKAY platform. Documentation, onboarding and training sessions, and dedicated support will be provided in partnership with PRMP to meet and exceed the requirements as detailed throughout this document.
  + ELLKAY will maintain direct tiered support with clients for resolution and assistance with all stages of the project implementation, and ongoing support following go-live.
* Operational Reporting and SLAs
  + ELLKAY supports reporting in various ways to provide our clients with access to perform retrospective analysis on the data. ELLKAY has multiple reporting capabilities within the solution including canned reports extracted from systems, audit logs, statistical reports, ad hoc reporting, specific medical condition reporting across PAMV data, lab results, insurance, etc. as well as a Research Module that allows the user to create a patient cohort based on multiple criteria and download raw data for advanced reporting for that cohort. In addition, access can be granted to the client to extract data directly from the SQL database so that reporting engines such as Crystal can be used to mine data. Specific reporting needs are identified and addressed during ELLKAY's implementation team's scoping process. Report data can be downloaded as CSV and reports can be exported to Excel or downloaded as PDF.
  + ELLKAY will work with PRMP on the agreed upon SLA’s through the scoping and contracting process to ensure expectations are met.
* Technology Architecture and Vendor Partnerships
  + ELLKAY’s technologies are proprietary and developed in-house with no reliance on third-party vendors that may impede functionality, innovation, and performance. The platform that will support the PRHIE will be wholly implemented with ELLKAY technologies to include ENS, MPI, data storage, data management, security measures, interface and integration engines, and consent management. Terminology and data transformation is completed through our standard data modeling tool, ELLKAY BlackBox, and has been tested within the healthcare market for 20+ years and experienced in mapping 250+ EMR and PM systems.
  + Our capabilities are described in subsequent sections below.



1. **Approach to Technical Services**

**Describe the vendor’s approach to meeting or exceeding the PRMP’s specifications and outcomes, as described in Attachment F: Outcomes Traceability Matrix and Section 4: Scope of Work (SOW) of this RFP. As part of their response, vendors should provide specific details and examples outlining their approach to the following subcategories**:

**Enterprise Identity Services**

**Master Person Index (MPI)**

LKeMPI will function as PRHIE’s robust Master Person Index (MPI) to both manage the Person Record and its existing Patient Indexes. Each time a Patient match is established, ELLKAY will automatically link the Patient record to its appropriate Person master record.

LKeMPI is a cloud-based patient matching and indexing service which matches patients from various sources across the network using proven deterministic and probabilistic matching algorithms. Scores are determined using various key elements and assigning weights to these attributes. It groups records based on match scores, ensuring accurate patient identification and seamless integration into the LKCDX solution.

Diagram

Description automatically generated

**Patient Adds, Updates, Transfers, and Discharges**

ELLKAY will offer PIX (ADT) and REST APIs to add patients to the MPI. Edge systems will feed patient demographics to MPI through either HL7 or calling APIs for patient MPI management. ELLKAY will support patient updates, admission, registration, transfer, and discharge events sent from the Edge Systems to the HIE server.

* A01 – Admission of an inpatient into a facility
* A02 – Transfer of a patient between facilities
* A03 – Discharge of a patient from a facility
* A04 – Registration of an outpatient for a visit of the facility
* A05 – Pre-admission of an inpatient (i.e., registration of patient information ahead of admission)
* A06 – Change an outpatient to an inpatient
* A07 – Change an inpatient to an outpatient
* A08 – Update Patient Information

Patient and encounter data for PIX clients will be processed using our existing enterprise interface engine, LKTransfer. Today, LKTransfer handles 500 million transactions per year and supports all major interface methods for sending and receiving messages. LKTransfer also supports a variety of API integrations for our current customers. ELLKAY will run a dedicated PRHIE instance of the complete LKTransfer.

In addition to having a high throughput capacity within a single instance, the LKTransfer Interface engine can be easily horizontally scaled. Based upon projections and growth, interface engine instances, and servers will be added as required.

The configuration and deployment of PIX channels will be orchestrated directly from the HIE dashboard using the LKTransfer Configuration API. The required TLS channel will be automatically configured without any manual intervention by the LKTransfer interface team. ELLKAY has an LKCloud product that end users can call APIs through. Using LKCloud will allow members to re-use current APIs which minimizes disruption to their current connections.

**Patient Matching**

LKeMPI works by matching Patient Record at the Person level. ELLKAY will use the patient demographics fed to LKeMPI through either LKTransfer or LKCloud to accurately match the records.

Exact Patient Record matches will be automatically added to the corresponding Person Record. End users will be given the ability to manage near-matches through a User Interface provided by ELLKAY. The matching logic is to be defined and configured in coordination with PRMP.

**New Patient Add**

For each new Patient transaction, ELLKAY will use the matching logic as defined by PRMP to evaluate the Patient record against existing Persons. If a match is found through LKeMPI, LKeMPI will associate the new Patient Record to the existing Patient Record.

If a match is not found, the demographics contained in the new Patient Record will be used to create a brand-new Person record for the Patient Record to associate with.

**Patient Updated can Merge Persons**

When an updated Patient transaction arrives, ELLKAY will first check for any matches in the system. If the new demographics in the Patient update link two distinct Persons, LKeMPI will automatically merge the separate Persons into one Person Record. All Patient Records will then be associated with the newly merged Person Record. From then on, LKeMPI can then use demographics from all Patient Records linked with the merged Person to match additional patient records.

ELLKAY’s EMPI solution uniquely identifies and merges patients across multiple source systems using proven process of data matching and deduplication, ensuring accuracy, and supporting the accuracy of identity for all patients.

LKeMPI uses multiple data attributes for patient matching such as first name, last name, DOB, SSN, address, maiden name, phone number, as well as multiple probabilistic matching and deterministic matching algorithms to identify matches based on key elements, phonetic variations, nicknames, abbreviations, and various other criteria, ensuring all similar patient records are grouped based on matching scores.

**Deleting Link of Patient to Person – Correcting a False Positive**

ELLKAY will give end users the ability to correct a false positive. When a Patient is erroneously associated to a Person Record, the Patient Record needs to be removed to avoid further false positives. In this case, ELLKAY will provide a User Interface for end users to be able to delete the existing link and either create a new Person Record or associate the Patient with an existing Person.

**Manual Patient Management by the Edge**

**Patient Management User Interface**

While automation is the primary function of LKeMPI, ELLKAY will also allow end users to manually intervene for a variety of reasons. ELLKAY will provide a robust PRHIE User Interface that provider organizations or other alliance members can easily integrate within their platform or log into LKeMPI Dashboard from any browser. This approach and offering will be beneficial in two ways It will reduce the development effort required by the PRHIE members during implementation, reducing the barrier to entry for new members, and it will provide existing PRHIE members using this User Interface with out-of-the-box support for new features.

Graphical user interface, application

Description automatically generated

Features supported by ELLKAY’s Patient Management System:

* Probabilistic matching – ELLKAY will display near matches along with the associated demographics to end users as determined by PRMP. End users will either confirm that the local Patient Record should be associated to the near match Person or deny the local Patient Record should be associated and create a new Person record in its place.
* Patient deletion – ELLKAY will also give end users the ability to delete their own local Patient Records. The Patient Record will then be disassociated from the Person record and all data will be deleted from the networks patient database. If the removed Patient Record was the only one linked to a Person record, the Person record will also be deleted.

**Address Standardization**

ELLKAY will normalize and standardize all patient addresses sent through PIX feed or REST API. ELLKAY’s interface engine, LKTransfer, can standardize addresses across multiple source systems. For example, Nuance uses LKTransfer to standardize feeds across 400+ health systems, exchanging over 8 million messages a day. For standardization, ELLKAY utilizes destination rules which forces data to be transformed according to the specifications.

ELLKAY will standardize the addresses to comply with Project US@ technical specifications.

ELLKAY will retain both the original non-standardized address and the standardized address associated with the patient.

**Record Location**

The PRHIE Record Locator Service (RLS) will allow end users of Edge Systems to query for indexed matches for enrolled patients associated with other member organizations. The RLS API will be implemented according to the PRHIE specification and will query the RLS database for available records linked to that patient.

ELLKAY has implemented patient search and filtering many times for many different datasets coming from many different sources

* Orders and Results feeds
* Aggregated data from multiple EHR system data

ELLKAY has applied that previous experience and combined it with LKeMPI, our Enterprise Patient Matching Index, implementing a Record Locator Service that indexes patients within historical data from our interface engine, LKTransfer.

Graphical user interface, text, application, email

Description automatically generated

**Record Location - LKeMPI RLS – Account List**

The LKeMPI application indexes patients from various historical data sources by practice location. All indexed data is received from disparate systems and correlated using LKeMPI. Using the LKeMPI dashboard, it is possible to browse the different locations a patient has visited, as well as view the encounter information along with any additional patient information stored in the master LKeMPI database.

Graphical user interface, text, application, email, website

Description automatically generated

**Record Location - LKeMPI RLS – Show Encounters by Account**

Graphical user interface, application, email

Description automatically generated

**Record Location - LKeMPI RLS - Drill Down into Encounter Details**

**Person and Encounter Data Ingestion**

Person and Encounter data transported from the Edge Systems will be populated in the LKeMPI/PRHIE Record Locator Service (RLS) database. Two transport mechanisms will be supported for ingestion of person and encounter demographic data:

* **Mechanism 1: A REST API** for creating and updating organization-specific Patient records
* **Mechanism 2: A TLS MLLP PIX feed** to receive encounter/patient data – LKTransfer

The REST API and interface engine respectively will be responsible for authentication and authorization. The core functionality for indexing data in the RLS database will be implemented in a separate **Record Locator Indexer** service.

ELLKAY will implement the core indexing functionality as a separate internal service to be utilized by both the REST API and the interface engine. This will allow greater control and synchronization of the patient data ingestion process. Decoupling the implementations in this way will allow the platform to scale horizontally as necessary, increasing the throughput for both PIX and REST consumers as needed.

As a result, ELLKAY supports the following flow when receiving document requests from available nodes:

* Using the demographics and the patient’s identifier from the Edge System, ELLKAY will find the other endpoints where the patient’s record is located.
* ELLKAY uses the patient’s identifier from each Edge System to query each endpoint.
* ELLKAY aggregates the documents from each Edge System into a single document and returns them to the initiator.
* If the remembered identifier did not match, ELLKAY will return to the XCPD workflow and use the demographics to find a match.

Document retrieval is contingent on performance of the EHR. ELLKAY’s technology and approach can help EHRs improve their performance. In addition to non-discrete document retrieval, ELLKAY will seek to expand the FHIR resources available to include discrete data. ELLKAY offers similar functionality today in existing ELLKAY APIs. ELLKAY will not store documents, only transmit them when queried.

**Interface Specifications**

No matter the protocol or format (HL7, HL7 FHIR, API, CCD), LKOpera facilitates easy integrations in a fraction of the time, and facilitates transparent interoperability by offering powerful monitoring, tracking, and alerts. ELLKAY utilizes interface specifications and control protocols that align with the ONC standards. ELLKAY can easily interface with source systems using standard HL7 message types such as ADT, ORU, VXU, ACK, C-CDA, etc. These specifications are continuously reviewed and updated to incorporate any changes in ONC standards or industry best practices.

**Care Coordination Services**

ELLKAY’s platform allows disparate data to be aggregated into a longitudinal patient record to enhance care and streamline access to complete, accurate, and actionable patient data. ELLKAY will provide providers with portal access for them to be able to coordinate care in real time. APIs will be made available to allow providers to use the MPI services to find patient matches and query their information if that patient’s longitudinal records were found elsewhere.

**Data Quality and Reporting Services**

The LKOpera platform masters the data it receives from its data sources. These may include connections to EMRs and other clinical systems like Laboratories, Revenue Cycles, and Claims Management systems.

When updated data is received, the data is validated to ensure quality, and the changes are applied based on the agreed-upon business rules. LKOpera provides a complete audit history and allows users to investigate the details of the transactions and changes made to the system.

Upon initial extraction of data from each ingestion site, a rigorous data quality assessment is conducted. This comprehensive process covers all patient records, ensuring a meticulous examination of the information obtained. The outcomes of these data quality checks are then compiled into detailed reports, which are subsequently shared with the respective ingestion site.

Our approach involves a two-step reconciliation process for incoming and outgoing data. Initially, we validate the data received in the clinical repository, followed by validation against the data delivery output. To continuously monitor data integrity, health check reports are systematically executed on the repository at regular intervals. This proactive measure allows us to assess data quality from each ingestion site, promptly identifying discrepancies.

In the event of issues detected at any stage, a thorough root cause analysis ensues. The responsible teams, comprising data engineers or operations personnel promptly address and resolve these issues. Every identified concern is meticulously tracked throughout this process. This stringent quality assurance procedure is integral to onboarding new sites but is also conducted periodically.

The QA team is entrusted with the crucial responsibility of monitoring data quality. A comprehensive QA report is generated for each output file deliverable, providing insights and transparency into the data quality status. This report is communicated to all stakeholders, ensuring a collaborative and informed approach to maintaining high data quality standards.

High level of data quality will be required has to be leveraged for specific data reporting use cases by HIE participants, PRDoH, PRMP, and others to be determined ongoing data quality tracking reports will be included an ELLKAY's monthly HIE operational reporting

Thresholds are established using industry recognized benchmarks and specifications (such as standard code systems like CPT and LOINC). Data is evaluated for its adherence to the standard specifications. All clinical data modules are evaluated for their routine and regular presence in the source data.

ELLKAY understands the challenge of Spanish use in local HL7 terminology and commits to supporting HL7 mapping of local to standard codes as there is a need within the Commonwealth’s systems.

**Application Programming Interface (API) Services**

* Current FHIR API capabilities
  + ELLKAY has currently enabled the following R4 FHIR APIs:
    - Account, AllergyIntolerance, Appointment, Condition, Coverage, DiagnosticReport, DocumentReference, Encounter, FamilyMemberHistory, Immunization, InsurancePlan, Location, Medication, MedicationRequest, MedicationStatement, Metadata, Observation, Operations, Organization, Patient, Person, Practitioner, Procedure, Questionnaire, QuestionnaireResponse, RelatedPerson, ServiceRequest, Slot.
    - Several of these FHIR APIs have the set of operations (known as “interactions”) developed such as read, update, delete, create, and search.
    - ELLKAY is also able to transform FHIR APIs to other corresponding formats such as JSON or HL7 and vice versa.
* FHIR API capabilities in development
  + ELLKAY is continuing to expand our FHIR API capabilities as additional requests are made.
* API design approach
  + ELLKAY designs our APIs with the customer in mind. We keep reusability, scalability, and user experience at the forefront when designing any new API endpoints.
* Technical documentation for third-party API users, including security and deployment protocols
  + - API Documentation: <https://lkcloud-api.readme.io/reference>
    - Password: Ellkay!

**Public Health Reporting**

ELLKAY will work with PRMP to support healthcare providers and PRDoH in meeting public health management reporting obligations at both the Commonwealth and federal policy levels. ELLKAY will initially focus on maintaining existing data feeds of electronic laboratory reporting data. ELLKAY has many years of experience in public health reporting through our lab segment. This gives ELLKAY the ability to communicate with every federal, state, and county level public health department for ELR reporting for infectious and communicable diseases including COVID-19. ELLKAY will work with PRMP to ensure CMS Promoting Interoperability and local public health reporting requirements are met.

**Medicaid Data Services**

ELLKAY will set up a feed to a PRMP data warehouse containing at the minimum patient identity, attribution relationships, clinical data, and ADT information. Delta data is to be sent on a daily basis. ELLKAY currently provides this level of integration for population health platforms such as Oracle HealtheIntent.

ELLKAY supports reporting in various ways to provide our clients with access to perform retrospective analysis on data. ELLKAY has multiple reporting capabilities within the solution including canned reports extracted from systems, audit logs, statistical reports, ad hoc reporting, specific medical condition reporting across PAMV data, lab results, insurance, etc. as well as a Research Module that allows the user to create a patient cohort based on multiple criteria and download raw data for advanced reporting for that cohort. In addition, access can be granted to the client to extract data directly from the SQL database so that reporting engines such as Crystal can be used to mine data. Specific reporting needs are identified and addressed during ELLKAY's implementation team's scoping process. Report data can be downloaded as CSV and reports can be exported to Excel or downloaded as PDF.

ELLKAY is able to provide a data repository that aggregates all patient data in one location. ELLKAY's platform is utilized to aggregate patient demographic and clinical data to provide a longitudinal record across disparate sources within a health system. The integrated viewer enables clinicians with speed to access of clinical data from disparate EMR’s and systems within the clinically integrated network, as well as provides administrative advantages by way of quality metric reporting, gaps analysis, and release-of-information portal for contracted payers. ELLKAY can manage data from different source systems no matter which standard is in use such as FHIR, IHE Profiles, and HL7.

ELLKAY’s reporting module supports:

* Advanced querying of discrete data for clinical research and reporting
* Export data based on patient cohort built on selection criteria to Excel, CCD or PDF, ability to save queries
* Ad-hoc reporting capability for users to create any report supported by data directly from the database
* Access to reporting backend for direct querying
* Dashboards with graphical representations for trending data
* Reporting split on various levels such as provider, facility, or Medicaid patients

**Direct Secure Messaging**

ELLKAY will enable Direct Secure Messaging in order to support communication between local healthcare providers. PRHIE participants that choose to leverage the Direct Secure Messaging services will be able to connect through SMTP, XDM/XDR or REST APIs. ELLKAY will adhere to the Direct standards to allow participating organizations to address significant gaps in information that occur during transitions of care. Those with Direct addresses will be able to communicate precisely with other Direct Messaging users to send items such as CCD documents, referrals, and reports.

**Electronic Notification Services (ENS)**

The Electronic Notification Service feature offers exciting possibilities both clinically and in terms of increasing the interactivity and live feel of the official tooling and user interfacing ELLKAY is proposing.

Events such as admission/discharge/transfers (ADTs) encounters will be received through patient identity REST and PIX feeds and dispatched to a new Event Dispatch Service for processing and distribution. A message queue will be used to store events until the events can be distributed to subscribed clients to enable scalability and fault-resilience in the event notification process.

Graphical user interface, application

Description automatically generated

**Event Notifications Decision Flow**

Per the pilot Notification Specification, events for a given patient will only be distributed to subscribing organizations with a patient that has a LOLA 2 link to the patient. Organizations with unconfirmed LOLA links will not receive notifications.

ELLKAY has already implemented several similar functionalities in our own systems. Here are some sample solutions based on use cases:

* Workflow and Solution for Use Case 1: Notification solution analyzes incoming orders and immediately notifies the ordering staff member of any issues as an alert pop-up before they ever walk away from the machine, allowing timely resolution of order mistakes.
* Workflow and Solution for Use Case 2: Live prints of lab specific requisitions and ABN documents as soon as orders are received.

Notifications will be received in the EHRs as Inbox messages and alerts.

**Emergency Response Services**

ELLKAY will maintain a connection with eHealth Exchange and CommonWell to support data exchange in times of emergency. ELLKAY will enable vendors that provide emergency response services to PRDoH to receive the necessary data for hospital and patient registration by sharing ADT information through the respective national exchange providers.

**Interoperability Services and Federal Compliance**

ELLKAY prides itself on operating in alignment with federal interoperability frameworks and policy. As a part of our current product offerings as well as the solutions listed above, ELLKAY will provide guidance on how to meet and exceed federal requirements.

**Office of the National Coordinator (ONC) information blocking rule**

* The 21st Century Cures Act requires that entities handling health information technology “provide ‘interoperability’ and enable the secure exchange of electronic health information without special effort on the part of the user” and that they do not engage in information blocking. ELLKAY is fully compliant with the prohibition on information blocking and actively promotes interoperability of PHI as part of its business model. ELLKAY realizes the advances that interoperability can provide and maintains to prevent information blocking outside of the eight exemptions to compliance.

**CMS Interoperability and Patient Access rule (CMS-9115-F)**

* ELLKAY’s platform provides a data model that fully meets the Interoperability and Patient Access requirements to aggregate and provides all maintained health data from the USCDI data set to members for a complete longitudinal health record. The data model is broader than the CMS requirements and is extensible to meet all of PRHIE’s needs.

**Trusted Exchange Framework and Common Agreement (TEFCA) Network**

ELLKAY worked as CommonWell’s technical service provider to help them become designated as a Qualified Health Information Network (QHIN) under TEFCA. An aggressive timeline was set to achieve this designation understanding how important being listed as a QHIN would be. QHINs are the pillar of TEFCA network-to-network exchange, securely routing queries, responses, and messages between health care stakeholders to improve patient care.

**United States Core Data for Interoperability (USCDI)**

ELLKAY’s solutions meet FHIR standards and contains all data elements that are included as a part of the USCDI Core patient profile. As new data elements are added to USCDI, ELLKAY will thoroughly evaluate and provide client-specific instructions on how to comply with the additional regulations.

1. **Approach to Required Deliverables**

ELLKAY is willing to provide PRMP the following deliverables to ensure a successful project. These documents will be designed, maintained, and updated in coordination with PRMP, other Puerto Rico government entities, other vendors, and other stakeholders. As work is completed, ELLKAY will work with PRMP to update the deliverables with the most recent information. Initial documentation will be created in English but will be made available in Spanish using the Puerto Rican dialect upon request.

* + D01: Monthly Status Report
  + D02: PRHIE Work Plan
  + D03: Kickoff Meeting
  + D04: Implementation Plan
  + D05: HIE Participant Engagement and Technical Assistance Plan
  + D06: Operations Management Plan
  + D07: Security, Privacy, and Confidentiality Plan
  + D08: Staffing Management Plan
  + D09: Incident Management Plan
  + D10: Training Management Plan
  + D11: Data Management Plan
  + D12: Disaster Recovery and Business Continuity Plan
  + D13: Public Health Systems Plan
  + D14: Pilot Implementation and Management Plan(s)
  + D15: Data Transition Plan
  + D16: Detailed System Design Document
  + D17: Independent, Third-Party Security, and Privacy Controls Assessment Report
  + D18: Outcomes Based Certification (OBC) Support Plan and Reporting
  + D19: Turnover and Closeout Management Plan

## Attachment H: Initial Project Schedule

**This section will provide instructions to vendors to include an initial project schedule as an attachment to the vendor’s technical proposal and an electronic version in Microsoft Project® to include a Work Breakdown structure.**

**Instructions: The vendor should provide an Initial Project Schedule by project phase.**

**This Initial Project Schedule should show all task details with responsibilities, timelines, durations, milestone dates, deliverable dates, and vendor personnel hours by deliverables for each project phase, the PRMP personnel hours necessary by phase and deliverable, and all critical dependencies for the project’s milestones and deliverables. Vendors should provide those tasks that are on the critical path. Vendors should provide the tasks that will require assistance from the PRMP resources. The Initial Project Schedule should be provided as an attachment to the vendor’s Technical Proposal and tabbed as such in the submission. The vendor should also provide an electronic Microsoft Project® version in the vendor’s electronic submission of the Technical Proposal.**

**At a minimum, the vendor’s proposed Initial Project Schedule should include:**

* **Detailed tasks and timelines, outlining the major project phases planned by the vendor.**
* **The Work Breakdown Structure (WBS).**
* **The project schedule for all project deliverables and milestones.**
* **Identification of resources assigned as the responsible entity for each deliverable within the WBS to the level at which control will be exercised.**
* **Identification of deliverables that may require more or less time for the PRMP acceptance, including the proposed acceptance period for the deliverable.**

**In their evaluation of the vendor’s initial project schedule, the evaluation committee will be evaluating the vendor’s ability to create a detailed project schedule that provides a detailed overview of the items listed above. While the PRMP is interested in implementing this system’s functionality as soon as possible, vendors are expected to create an initial project schedule that reasonably balances the go-live timeline with critical project tasks, dependencies, and other items as listed above. RFP respondents are encouraged to keep in mind that the PRMP is interested in vendor’s ability to successfully plan for and achieve “quick wins” during the implementation phase, and as such RFP response’s initial project schedule should clearly articulate the vendor’s approach toward a timely implementation and the “quick wins” they can provide PRMP along the way.**

**ELLKAY Implementation Plan for Puerto Rico**



The solution architecture is made up of the following components.

* EMPI
* Database
* Interface Connections
* Application Programming Interfaces
* Direct Secure Messaging
* Longitudinal View for Care Coordination Services
* Electronic Notification Services (ENS)
* Emergency Response Services

The Approach we will take is the following is to first replace what is currently available with Health Gorilla. Then add-on the remaining functionality:

|  |  |
| --- | --- |
| **Phase 1** | **Phase 2** |
| EMPI/Record Locator Service | Direct Secure Messaging |
| Platform migration | Longitudinal View for Care Coordination |
| Interface Connections | Emergency Response Services |
| Application Programming Interfaces |  |

Phase 1

Platform Migration

**Goal:** Migrate demographic data from Health Gorilla’s HIE platform into ELLKAY’s

**ELLKAY’s Migration Plan** includes ELLKAY’s experience in migrating HIE data, approach and methodologies specific to each organization platform migration from one organization to another, including a plan to transfer the RLS and EMPI data, transition of existing interfaces and services, and business/account transition of existing customers.

Having successfully migrated practices and hospital locations over the last 10+ years, ELLKAY migration team will ensure the approach, infrastructure, services, and execution meet and exceed Alliance’s migration requirements.

**Experience**

With over a decade of experience in extraction and migration of data across 200+ EHR/EHR systems, ELLKAY has extensive and successful experience in platform migrations. Our plan, processes, technologies, and implementation will include non-disruptive methodologies of Alliance’s fully operational nationwide network.

|  |  |  |
| --- | --- | --- |
| Task Name | Owner | Team |
| Design of Destination Database | Solution Architect | ELLKAY |
| Migration of Source & EMPI Database | Integration Engineer | ELLKAY |
| Incremental Migration Configuration | Integration Engineer | ELLKAY |
| Validation and Testing | Data Engineer | ELLKAY and PRMP |
| Full Migration | Data Engineer | ELLKAY and PRMP |
| Duplicate & Consume Incoming ADT Messages and LKeMPI Validation | Integration Engineer | ELLKAY |
| Transition of ADT Feeds | EMPI Architects | ELLKAY |

EMPI Rest API POC

**Goal:** Test LKeMPI matching algorithm with a subset of provider organizations

|  |  |  |
| --- | --- | --- |
| **Task Name** | **Owner** | **Team** |
| Members selected | Enterprise Project Manager | ELLKAY and PRMP |
| EMPI Patient Add | Integration Engineer | ELLKAY |
| EMPI Patient Update | Integration Engineer | ELLKAY |
| MPI POC – XCPD (Passive Indexing) | Database Architect | ELLKAY |
| Configure and Receive Feeds | Integration Engineer | ELLKAY |
| Review of Data and Fine Tune EMPI algorithm | EMPI Architects | ELLKAY |

Interface Connections

**Goal:** Migrate Existing interface Connections from Health Gorilla’s HIE to ELLKAY’s

|  |  |  |
| --- | --- | --- |
| **Task Name** | **Owner** | **Team** |
| Members selected for small testing | Enterprise Project Manager | ELLKAY and PRMP |
| Migrate few interfaces for pilot. Show sites how to use the ELLKAY dashboard for onboarding | Enterprise Project Manager | ELLKAY and PRMP |
| Scale to include half of all sites. Show them how to use the dashboard to migrate interfaces. | Integration Engineer and PRMP Project Manager | ELLKAY and PRMP |
| Complete Interface Migration across all members | Integration Engineer and PRMP Project Manager | ELLKAY and PRMP |

Application Programming Interfaces

**Goal:** Make FHIR APIs available to organizations

|  |  |  |
| --- | --- | --- |
| **Name** | **Owner** | **Team** |
| Deploy FHIR API layer on ELLKAY HIE Repository | Enterprise Project Manager | ELLKAY |
| Enable FHIR Connectivity for a Pilot Group | PRMP Project manager and ELLKAY Solution Architect | ELLKAY and PRMP |
| Test FHIR Connectivity for the Pilot Group | Integration Engineer | ELLKAY |
| Expand Out Number of Organizations | PRMP Project manager and ELLKAY Solution Architect | ELLKAY and PRMP |
| Deploy onboarding portal so the remaining organizations can connect to the FHIR APIs, test in the sandbox, and connect to production | PRMP Project manager and ELLKAY Solution Architect | ELLKAY and PRMP |

Phase II

Direct Secure Messaging

|  |  |  |
| --- | --- | --- |
| **Task Name** | **Owner** | **Team** |
| Develop Direct Messaging Infrastructure for Puerto Rico | ELLKAY Solution Architects | ELLKAY |
| Choose a sample of clients to test direct messaging with. Validate transactions. | ELLKAY and PRMP Project Managers | ELLKAY and PRMP |
| Create an address book of all the organizations that need to transact documents through direct secure messaging | Enterprise Project Manager | ELLKAY and PRMP |
| Coordinate effort to have organizations enter in their endpoints for direct message transactions | PRMP Project Manager | PRMP |
| Complete onboarding in waves | ELLKAY and PRMP Project Managers | ELLKAY and PRMP |

Longitudinal View for Care Coordination

|  |  |  |
| --- | --- | --- |
| **Task Name** | **Owner** | **Team** |
| Train PRMP SMEs on LKOpera’s platform for viewing the patient’s longitudinal record | ELLKAY Solution Architects | ELLKAY |
| PRMP works with organizations to create user credentials per provider organization needing access. | PRMP Project Managers | PRMP |
| Clinician’s from provider organizations trained on portal | PRMP Project Managers | ELLKAY and PRMP |
| Provider organization given dashboard to manage user access | PRMP Project Managers | PRMP |

Emergency Response Services

|  |  |  |
| --- | --- | --- |
| **Task Name** | **Owner** | **Team** |
| Configure Connection with eHealth Exchange | ELLKAY Solution Architects | ELLKAY |
| Conformance testing with eHealthExchange | Integration Engineers | ELLKAY |
| Complete non-production testing for eHealthExchange | Integration Engineers | ELLKAY |
| Complete production testing for eHealthExchange | Integration Engineers | ELLKAY |

ELLKAY will assist Puerto Rico in implementing the HIE. This includes onboarding and ongoing maintenance requirements alongside the technical and functional requirements to enable all functional models.

ELLKAY will prioritize transitioning the data from the current HIE to its solutions ELLKAY will transition the EMPI, RLS, and connections to the current providers from Health Gorilla’s system to itself. The process will be as follows. ELLKAY will first migrate the EMPI and RLS data from Health Gorilla into its own database. Once the EMPI data is in ELLKAY’s system, ELLKAY will run various EMPI algorithms on the data. In collaboration with PRMP, ELLKAY will fine-tune the settings.

Next ELLKAY will connect it’s HIE to the current Health Gorilla HIE before transitioning customers.

Next ELLKAY will start with a small subset of hospitals and providers organizations it will transition to its platform. ELLKAY will provide a dashboard these systems can use to connect their EMRs to the LKOpera HIE platform. ELLKAY will go through conformance and functional tests to ensure the nodes can query and respond in a staging environment. ELLKAY will then migrate them to production, where they will be able to query nodes connected to ELLKAY’s HIE solution as well as those connected to Health Gorillas.

Then ELLKAY will work with each EMR vendor to transition to more organizations. ELLKAY provides a self-service portal that vendors can use to transition their systems at a rate acceptable to them.

In parallel, ELLKAY will also transition the HL7 ADT feeds from hospitals, ORU (lab results) feeds from lab to feed into its own database. That way, ELLKAY can reduce the amount of data that’s needed to backload into its solution.

Once ELLKAY has migrated a majority of hospitals, ambulatory providers, and labs, ELLKAY will look to begin onboarding new systems. New members will be incrementally added initially while onboarding will be ramped up as the process is reviewed and finalized.

System Readiness Assessments

ELLKAY has the following process to onboard new members to the HIE.

* Security: ELLKAY onboards members for security information
  + Certificates: A digital certificate that establishes the identity and authenticity of the company. Certificates are used for authentication of all transactions.
  + JWT: Generate an access token member can use to access data over the network.
* Member Portal & Patient Management
  + Organizations are provided a portal that allows them to enter in their organization details, connectivity information, and upload certificates. They can provision users within their organization to access the portal.
* EMPI
  + Organization either connects to the APIs in the HIE to manage the EMPI.
  + The organization tests their ability to Retrieve patient demographics, merge patients, delete patients, and manage links.
* Document Consumption
  + Organization tests their ability to retrieve documents through XCA or FHIR APIs.
* Document Contribution
  + Document Retrieve: Retrieve a document provided by a member-configured Organization via the Broker using XCA or FHIR R4.
  + Document Query Member Target: 99% of Document Query calls for contribution must complete within 3 seconds.
  + Document Retrieve Member Target: 99% of Document Retrieve calls for contribution must complete within 5 seconds.
  + Document Query Member Timeout: Document Query calls for contribution will time out after 20 seconds.
  + Document Retrieve Member Timeout: Document Retrieve calls for contribution will time out after 30 seconds.

Participant Communications

ELLKAY will send out weekly status reports for the project. ELLKAY will provide a primary point-of-contact that works with the Puerto Rico leadership. ELLKAY will hold bi-weekly office hours for participants to collaborate with ELLKAY on the implementation of the HIE. Participants can come with questions or test their functionality with ELLKAY integration engineers.

Roles and Responsibilities for Implementation Activities

ELLKAY provides a team of project managers, engineers, and product managers to help the HIE become successful. ELLKAY will deploy their HIE, onboarding tool, provider portal, migrate data from the previous solution, and transition interface feeds. ELLKAY also provides managed services to track the project deliverables and escalate to the PRMP when deliverables are off-track.

ELLKAY will migrate the data from the previous solution into its solution. ELLKAY may need assistance from PRMP to get the appropriate access. In addition, ELLKAY will also migrate the interfaces from the previous solution.

ELLKAY will provide its tools to the various entities part of the HIE, train them on the platform, and hold regular office hours for entities to learn how to use them.

For more information on the plan, please see Appendix: Microsoft Project PRMP ELLKAY Work Breakdown Structure.pdf.

## Attachment I: Terms and Conditions Response

This section describes the Terms and Conditions of the RFP, the PRMP’s expectations of vendors, and compliance with federal procedures.

1. **Title Page**

The vendor should review **Attachment I: Terms and Conditions Response,**signing each provided signature block using blue ink in order to note the vendor’s acknowledgment and intent of compliance. The vendor should identify any exceptions to the Terms and Conditions. If exceptions are not noted in **Attachment I: Terms and Conditions Response** of the RFP but raised during contract negotiations, the PRMP reserves the right to cancel the negotiation if, at its sole discretion, it deems that to be in the best interests of the PRMP.

1. **RFP Terms and Conditions**

RFP Terms and Conditions consist of provisions throughout this RFP. Moreover, these provisions encapsulate instructions, Commonwealth, and federal procedures, and the PRMP’s expectations of the vendor when submitting a proposal. The vendor should understand and strictly adhere to the RFP Terms and Conditions. Failure to follow any instructions within this RFP may, at the PRMP’s sole discretion, result in the disqualification of the vendor’s proposal.

**Please provide an authorized signature stipulating the vendor’s acknowledgment, understanding, and acceptance of these RFP Terms and Conditions.**

Ajay Kapare / March 8, 2024

|  |  |
| --- | --- |
| Printed Name/Signature of Authorized Personnel | Date |

1. **Customary Terms and Conditions**

The selected vendor will sign a contract with the PRMP to provide the services described in the vendor’s response. The following documents shall be included in any contract(s) resulting from this RFP:

* **Appendix 2: Service-Level Agreements (SLA) and Performance Standards**
* **Appendix 5: Proforma Contract Draft***inclusive of Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement*

**Please provide a signature stipulating the vendor’s acknowledgment, complete review, and acceptance of these documents.**

Ajay Kapare / March 8, 2024

|  |  |
| --- | --- |
| Printed Name/Signature of Authorized Personnel | Date |

**If the vendor is NOT** **taking exceptions to any of the PRMP Customary Terms and Conditions, then the vendor needs to provide a binding signature stipulating its acceptance of these documents. If the vendor is taking exceptions to any of the PRMP Customary Terms and Conditions, then the vendor should write “Taking Exceptions” on the line below and should follow the instructions for taking exceptions, as listed in** [**Attachment I: Terms and Conditions Response**](#_Attachment_I:_Terms)**, Section 6: Exceptions.**

Ajay Kapare / March 8, 2024

|  |  |
| --- | --- |
| Printed Name/Signature of Authorized Personnel | Date |

1. **Mandatory Requirements and Terms**

The following items are mandatory terms and documents. Please be advised, the vendor should provide its affirmative acceptance of these items in order to move forward with consideration under this RFP.

* [**Attachment E: Mandatory Specifications**](#_Attachment_E:_Mandatory)
* The awarded vendor must be registered with the “Registro Único de Proveedores de Servicios Profesionales” (RUP) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (IVU) as a provider (if applicable) in the Sistema Unificado de Rentas Internas (SURI). The PRMP shall not award a contract, unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the vendor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, please refer to the PR Treasury Department’s web site <http://www.hacienda.pr.gov>.
* Prior to the contract resulting from this RFP being signed, the successful vendor must provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in Puerto Rico. Each Certificate of Insurance shall indicate current insurance coverage meeting minimum requirements as specified by this RFP. A failure to provide a current Certificate of Insurance will be considered a material breach and grounds for contract termination. A list of the insurance policies that may be included in this contract are provided in **Appendix 5: Proforma Contract Draft**.
* A performance bond may be required for the contract resulting from this RFP.
* **Appendix 2: Service-Level Agreements (SLA) and Performance Standards**
* **Appendix 5: Proforma Contract Draft** inclusive of HIPAA BAA

Vendors that are not able to enter into a contract under these conditions should not submit a bid.

**Please provide an authorized signature stipulating the vendor’s acknowledgment, understanding, and acceptance of the mandatory requirements and terms stipulated in this section.**

Ajay Kapare / March 8, 2024

|  |  |
| --- | --- |
| Printed Name/Signature of Authorized Personnel | Date |

1. **Commercial Materials**

The vendor should list any commercial and proprietary materials it will deliver that are easily copied, such as commercial software, and in which the PRMP will have less than full ownership (“Commercial Materials”). Generally, these will be from third parties and readily available in the open market. The vendor need not list patented parts of equipment.

Not Applicable

1. **Exceptions**

The vendor should indicate exceptions to the PRMP’s Terms and Conditions in this RFP. Any exceptions should include an explanation for the vendor’s inability to comply with such terms or conditions and, if applicable, an alternative language the vendor would find acceptable. Rejection of the PRMP’s Terms and Conditions, in part or in whole, or without any explanation, may be cause for the PRMP’s rejection of a vendor’s proposal. If an exception concerning the Terms and Conditions is not noted in this response template, but raised during contract negotiations, the PRMP reserves the right to cancel the negotiation, at its sole discretion, if it deems that to be in the best interests of the PRMP.

The terms and conditions of a vendor’s software license, maintenance support agreement, and SLA, if applicable, will be required for purposes of contract negotiations for this operation. Failure to provide the applicable vendor terms, if any, as part of the RFP response may result in rejection of the vendor’s proposal.

**Instructions:** Identify and explain any exceptions to the PRMP’s terms and conditions using the tables provided below, adding tables, as needed. If no changes are listed, the vendor indicates that no changes to the Terms and Conditions are proposed and that the vendor intends to accept them as written if the vendor’s proposal is selected. Mandatory specifications and terms noted in this RFP are non-negotiable.

* The vendor may add additional tables, as appropriate
* Do not submit vendor’s Standard Terms and Contracting Provisions in lieu of stipulating exceptions below
* Making revisions to the PRMP statutes and regulations is prohibited
* The PRMP has no obligation to accept any exception(s).

Tables 18 and 19 below provide examples of how exceptions may be identified and explained.

**Table 18: Exception #1**

|  |  |  |
| --- | --- | --- |
| **Document Title**  **(Reference Specific Contractual Document and Section in Which Exception is Taken)** | **Vendor’s Explanation (Required for Any Rejection/Exception)** | **Vendor’s Proposed Alternative Language (If Applicable)**  **Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response** |
| **Appendix 5: Proforma Contract Draft**  **9. NEGLIGENCE OR ABANDONMENT**: The **FIRST PARTY** reserves the right to terminate this contract without prior notice or approval, in any case the **FIRST PARTY** deems that the **SECOND PARTY** has acted negligently and/or abandoned its duties and/or obligations under this contract. | Objection  This acts as a termination for convenience. Termination to be based upon compliance with clearly-defined, objective contract requirements. | The First Party may terminate this contract if the Second Party has abandoned its duties and obligations under this contract after notice and an opportunity to cure. |
|  |  |  |
|  | | |
| **NOTES/COMMENTS: <FOR THE PRMP USE ONLY>** | | |

**Table 19: Exception #2**

|  |  |  |
| --- | --- | --- |
| **Document Title**  **(Reference Specific Contractual Document and Section in Which Exception is Taken)** | **Vendor’s Explanation (Required for Any Rejection/Exception)** | **Vendor’s Proposed Alternative Language (If Applicable)**  **Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response** |
| **Appendix 5: Proforma Contract Draft**  **11. INTELLECTUAL PROPERTY: BOTH PARTIES** agree that any work, report and/or product resulting from the services provided by the **SECOND PARTY**, including but not limited to studies, research, consultations, or any other shape or form that they may take, will always be the personal and intellectual property of the **FIRST PARTY**. The **FIRST PARTY** will not be obligated to pay any monetary amount in addition to the payment specified in the **FOURTH CLAUSE** of this contract nor it would be in any obligation to the **SECOND PARTY** as a result of any intellectual rights, services and work performed including, but not limited to studies, research, consultations, or any other shape or form that they may take. The **FIRST PARTY** is also authorized and has the full right to give the aforementioned work product the official use it deems necessary.  The **SECOND PARTY** may not use work, reports and/or products resulting from services rendered in this contract for any other purposes other than the ones stated in this contract or authorized by the **FIRST PARTY**. | Client please note that ELLKAY is a SaaS provider. Aside from the Client data to be transmitted, hosted, or otherwise operated upon by the service, no IP rights are created in any ELLKAY products or services. | No Intellectual Property Rights are transferred by virtue of this Agreement. The First Party shall retain all its pre-existing IP, and the Second Party shall retain all its pre-existing IP. The services provided hereunder are the IP of the Second Party and no interest in the services is transferred to the First Party. |
|  | | |
| **NOTES/COMMENTS: <FOR THE PRMP USE ONLY>** | | |

**Table 20: Exception #3**

|  |  |  |
| --- | --- | --- |
| **Document Title**  **(Reference Specific Contractual Document and Section in Which Exception is Taken)** | **Vendor’s Explanation (Required for Any Rejection/Exception)** | **Vendor’s Proposed Alternative Language (If Applicable)**  **Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response** |
| **Appendix 5: Proforma Contract Draft**  **13. RESOLUTION AND TERMINATION**: **General Terms**  This contract may be resolved prior to its termination date by any of the P**ARTIES**, through written notification to the **OTHER PARTY**, with thirty (30) days previous notice from the date of the intended resolution, with no additional obligations from either **PARTY** | Objection  This acts as a termination for convenience. Termination to be based upon compliance with clearly-defined, objective contract requirements. | This contract may not be terminated prior to its termination date except as a result of a material breach by either party, with notice and an opportunity to cure where detailed herein. |
|  | | |
| **NOTES/COMMENTS: <FOR THE PRMP USE ONLY>** | | |

**Table 21: Exception #4**

|  |  |  |
| --- | --- | --- |
| **Document Title**  **(Reference Specific Contractual Document and Section in Which Exception is Taken)** | **Vendor’s Explanation (Required for Any Rejection/Exception)** | **Vendor’s Proposed Alternative Language (If Applicable)**  **Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response** |
| **Appendix 5: Proforma Contract Draft**  The insufficiency of funds shall be just cause for the immediate termination or modification of the Compensation Clause of this contract. | Objection  This acts as a termination for convenience.  Funds to be allocated prior to contract execution. This may be read to allow Client to terminate this contract simply because it has allocated funds for the contract to another area. | Delete Clause. |
|  | | |
| **NOTES/COMMENTS: <FOR THE PRMP USE ONLY>** | | |

**Table 22: Exception #5**

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| --- | --- | --- |
| **Document Title**  **(Reference Specific Contractual Document and Section in Which Exception is Taken)** | **Vendor’s Explanation (Required for Any Rejection/Exception)** | **Vendor’s Proposed Alternative Language (If Applicable)**  **Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response** |
| **Appendix 5: Proforma Contract Draft**   1. If the **SECOND PARTY** is accused, administratively or criminally, or convicted, of the fraudulent acquisition of any credentials. | Objection  Any termination based on this concept should be based solely upon conviction or judicial determination, not accusation. | “6. If the Second Party is convicted, administratively or criminally...” |
|  | | |
| **NOTES/COMMENTS: <FOR THE PRMP USE ONLY>** | | |

**Table 23: Exception #6**

|  |  |  |
| --- | --- | --- |
| **Document Title**  **(Reference Specific Contractual Document and Section in Which Exception is Taken)** | **Vendor’s Explanation (Required for Any Rejection/Exception)** | **Vendor’s Proposed Alternative Language (If Applicable)**  **Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response** |
| **Appendix 5: Proforma Contract Draft**   1. Cancellation of the professional liability policy of the **SECOND PARTY**, described in **CLAUSE TWENTY NINTH** of this contract. | Objection.  Insurance policies are canceled for various reasons. ELLKAY would require a cure period for such occurrences. | Add the following language: “Cancellation of the professional liability policy of the Second Party without prompt reissuance...” |
|  | | |
| **NOTES/COMMENTS: <FOR THE PRMP USE ONLY>** | | |

**Table 24: Exception #7**

|  |  |  |
| --- | --- | --- |
| **Document Title**  **(Reference Specific Contractual Document and Section in Which Exception is Taken)** | **Vendor’s Explanation (Required for Any Rejection/Exception)** | **Vendor’s Proposed Alternative Language (If Applicable)**  **Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response** |
| **Appendix 5: Proforma Contract Draft**  10. The Governor’s Chief of Staff shall have the power to terminate this contract at any time. | Objection  This acts as a termination for convenience. Termination to be based upon compliance with clearly-defined, objective contract requirements. | Strike. |
|  | | |
| **NOTES/COMMENTS: <FOR THE PRMP USE ONLY>** | | |

**Table 25: Exception #8**

|  |  |  |
| --- | --- | --- |
| **Document Title**  **(Reference Specific Contractual Document and Section in Which Exception is Taken)** | **Vendor’s Explanation (Required for Any Rejection/Exception)** | **Vendor’s Proposed Alternative Language (If Applicable)**  **Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response** |
| **Appendix 5: Proforma Contract Draft**  Furthermore, the Governor’s Chief of Staff will have the power to terminate this contract at any moment during its term. However, in the case of an immediate termination, reimbursement of wind-down costs (such costs are subject to the **FIRST PARTY’S** approval) incurred by the **SECOND PARTY** as detailed in **Appendix A** shall be payable. | Objection  This acts as a termination for convenience. Termination to be based upon compliance with clearly-defined, objective contract requirements. | Strike. |
|  | | |
| **NOTES/COMMENTS: <FOR THE PRMP USE ONLY>** | | |

**Table 26: Exception #9**

|  |  |  |
| --- | --- | --- |
| **Document Title**  **(Reference Specific Contractual Document and Section in Which Exception is Taken)** | **Vendor’s Explanation (Required for Any Rejection/Exception)** | **Vendor’s Proposed Alternative Language (If Applicable)**  **Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response** |
| **Appendix 5: Proforma Contract Draft**  **Termination Assistance Section** | Objection to this section, including a majority of pages 10-12.  These are burdensome provisions. ELLKAY cannot agree to this level of service and transition without detailed descriptions of fees, IP rights, etc. Transition services, fees, duration, etc. to be negotiated. | Please see our explanation. We do not have proposed language. Instead, this should be covered in a section called transition services and be priced at then-prevailing rates under the engagement. |
|  | | |
| **NOTES/COMMENTS: <FOR THE PRMP USE ONLY>** | | |

**Table 27: Exception #10**

|  |  |  |
| --- | --- | --- |
| **Document Title**  **(Reference Specific Contractual Document and Section in Which Exception is Taken)** | **Vendor’s Explanation (Required for Any Rejection/Exception)** | **Vendor’s Proposed Alternative Language (If Applicable)**  **Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response** |
| **Appendix 5: Proforma Contract Draft**  **Termination Assistance Section**  without the requirement of posting any bond, and the **SECOND PARTY** waives any right it may have to allege or plead or prove that the **FIRST PARTY** is not entitled to injunctive, declaratory, or other equitable relief. If the court should find that the **SECOND PARTY** has breached (or attempted or threatened to breach) any such obligations, the **SECOND PARTY** agrees that without any additional findings of irreparable injury or other conditions to injunctive or any equitable relief, the **SECOND PARTY** will not oppose the entry of an order compelling its performance and restraining the **SECOND PARTY** from any further breaches (or attempted or threatened breaches). | Objection  ELLKAY does not accept unilateral rights to seek injunction or specific performance without requirement of bond.  ELLKAY does not waive its right to object in judicial or administrative proceedings. | Strike “without requirement of posting any bond” and any language waiving right to objection in judicial or administrative proceedings. |
|  | | |
| **NOTES/COMMENTS: <FOR THE PRMP USE ONLY>** | | |

**Table 28: Exception #11**

|  |  |  |
| --- | --- | --- |
| **Document Title**  **(Reference Specific Contractual Document and Section in Which Exception is Taken)** | **Vendor’s Explanation (Required for Any Rejection/Exception)** | **Vendor’s Proposed Alternative Language (If Applicable)**  **Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response** |
| **Appendix 5: Proforma Contract Draft**  **Transition Services**  **The SECOND PARTY** shall provide assistance in turning over some or all artifacts, roles and processes to the **FIRST PARTY** and/or to another contractor. This section describes the facets of turnover planning and activities that are to start two (2) months preceding contract termination or upon request. Turnover must be smooth, timely, and without adverse impact on Medicaid beneficiaries. The **SECOND PARTY** shall provide a Turnover Results Report that documents completion and results of each step of the Turnover and Closeout Management Plan. | ELLKAY will reasonably cooperate with any transition services but will require negotiation of scope and fees in such a transition. No IP rights to be transferred, and no trade secret to be shared with transition vendor or successor. | Same note as above. Transition services will be fees-based at prevailing contract rate either on TM or flat fee basis, as applicable. |
|  | | |
| **NOTES/COMMENTS: <FOR THE PRMP USE ONLY>** | | |

**Table 29: Exception #12**

|  |  |  |
| --- | --- | --- |
| **Document Title**  **(Reference Specific Contractual Document and Section in Which Exception is Taken)** | **Vendor’s Explanation (Required for Any Rejection/Exception)** | **Vendor’s Proposed Alternative Language (If Applicable)**  **Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response** |
| **Appendix 5: Proforma Contract Draft**  **19. AUDITS**: The **SECOND PARTY** agrees to make viable any audits that the **FIRST PARTY** and/or the Office of the Comptroller of Puerto Rico may deem necessary and, accordingly, it must:  1. Maintain available for examination by the **FIRST PARTY** or the Office of the Comptroller of Puerto Rico at all times, all files, documents, books and data pertaining to all matters covered by this contract.  2. Preserve all files and any other document pertaining to this contract for a period of six (6) years after the expiration of this contract. If an audit has been started and it has not been completed at the end of the six (6) years, the files must be preserved until the final results of the audit are issued. | Audits to be reasonably limited in frequency and scope (no more than once annually except as required by statute/law), no right to audit records of other ELLKAY clients, reasonable advance notice (no less than 15 business days), audits to be conducted at Client's sole expense. | Audits to be reasonably limited in frequency and scope (no more than once annually except as required by statute/law), no right to audit records of other ELLKAY clients, reasonable advance notice (no less than 15 business days), audits to be conducted at Client's sole expense. |
|  | | |
| **NOTES/COMMENTS: <FOR THE PRMP USE ONLY>** | | |

**Table 30: Exception #13**

|  |  |  |
| --- | --- | --- |
| **Document Title**  **(Reference Specific Contractual Document and Section in Which Exception is Taken)** | **Vendor’s Explanation (Required for Any Rejection/Exception)** | **Vendor’s Proposed Alternative Language (If Applicable)**  **Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response** |
| **Appendix 5: Proforma Contract Draft**  **22. RESPONSIBILITY FOR TORT DAMAGES**: The **SECOND PARTY** will be responsible for any damages and injuries caused by the negligent handling or the abandonment of the responsibilities under this contract and will thus exempt the **FIRST PARTY** from any obligation or responsibility from such actions. | This is broadly drafted. ELLKAY does not accept indemnification obligations for simple negligence in contract performance. To the extent that this is the intent of this clause, ELLKAY objects. | Propose full strike of this provision. |
|  | | |
| **NOTES/COMMENTS: <FOR THE PRMP USE ONLY>** | | |

**Table 31: Exception #16**

|  |  |  |
| --- | --- | --- |
| **Document Title**  **(Reference Specific Contractual Document and Section in Which Exception is Taken)** | **Vendor’s Explanation (Required for Any Rejection/Exception)** | **Vendor’s Proposed Alternative Language (If Applicable)**  **Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response** |
| **Appendix 5: Proforma Contract Draft**  **28. CERTIFICATION REGARDING DEPARTMENT OF LABOR AND HUMAN RESOURCES MATTERS:** The **SECOND PARTY** certifies and warrants that at the moment of executing this contract it has paid:  \_\_\_\_\_ Unemployment Insurance  \_\_\_\_\_ Temporary Disability \_\_\_\_\_ Chauffeur’s Insurance | ELLKAY does not carry Chauffeur's Insurance. ELLKAY offers temporary disability insurance, but it is at the option of the EE. | To the extent contrary to the explanation provided, we propose a strike. |
|  | | |
| **NOTES/COMMENTS: <FOR THE PRMP USE ONLY>** | | |