

# **REQUEST FOR PROPOSALS**



**Codman Square**  
Health Center

## **Clinical Laboratory Services**

**BID MUST BE RECEIVED BY 11:00 a.m., August 9, 2022**

## **NOTICE TO VENDOR**

### **About Codman Square Health Center:**

CSHC is a non-profit, Federally Qualified Health Center (FQHC). CSHC's mission is to serve as a resource for improving the physical, mental, and social well-being of the community. CSHC is comprised of three hundred staff members serving a patient-base of more than 24,000 that generate over 120,000 visits annually. We offer urgent care, primary care, women's health, family planning, immunizations, communicable disease, and STD treatment. Our women's health and maternity clinic provides obstetrical care for women in our community during pregnancy, delivery, and the postpartum period. Services offered include pregnancy testing and counseling, routine maternity care, high-risk maternity care, nutritional counseling, mental health counseling, health screenings (breast and pelvic examinations), HIV & STD testing, basic gynecological care, and PAP smears. CSHC adult and pediatric clinics offers a full range of medical care for birth through adulthood. Care consists of preventive, chronic care management, immunizations, and sick visits. Our communicable disease clinic offers immunizations, COVID testing and vaccines, tuberculosis testing and treatment, sexually transmitted disease testing and treatment, PrEP for HIV prevention, and communicable disease investigation.

### **RFP Description and Scope:**

Codman Square Health Center (CSHC) is seeking proposals for:

- Onsite Clinical Laboratory and Phlebotomy Services;
- Reference Clinical Laboratory Services;
- Management and compliance oversight of point of care testing provided within its Primary Care, Urgent Care and Medical Specialties clinics and satellite locations.

Vendors must specify in their proposal which services they are bidding on. Vendors should submit detailed proposals in response to this RFP, including any alternatives that would enhance the services provided. Vendors should include the costs for all items necessary to perform laboratory testing, including but not limited to phlebotomy, courier services, testing, personnel, equipment, equipment maintenance, and electronic interface to CSHC's Electronic Health Record system.

Vendors are encouraged to provide separate pricing for any optional items, so that CSHC may determine their value to decide which components to include or exclude from a vendor contract.

### **Current CSHC Laboratory Services**

CSHC operates a laboratory within its health center which serves the above-mentioned clinics and programs. Half of the tests by volume are performed on site (in-house) and a small number of tests for which expedited results are required. The full list of in-house tests can be found on pages 2-4. The CSHC laboratory is also responsible for

phlebotomy and specimen handling for tests sent to reference laboratories. We are seeking a single laboratory services vendor to perform tests in-house and at its reference laboratory or laboratories. For some tests, the vendor may choose where to perform the test based on its preference and ability to return results quickly from its reference lab facilities.

**On Site Laboratory Facility**

CSHC recently renovated its laboratory space, which consists of three rooms. In addition to these dedicated laboratory rooms, there is an adjacent phlebotomy patient draw station, and patient waiting area that is shared space with urgent care and radiology and two restrooms.

CSHC owns or lease the following equipment:

<b>Equipment</b>	<b>Serial Number</b>	<b>Name of Testing performed</b>	<b>Manufacturer</b>
Advia Centaur	IRL79600721	Serology, HIV	Siemens
BD Viper LT	VLT0038	GC/Chlamydia	BD Life Sciences
Dimension EXL	503986	Chemistry	Siemens
Clinitex Status	KPS01071620	Urinalysis	Siemens
ACL TOP 300 CTS - Coagulation Analyzer	19013244	PT/ING	Instrument Lab
Sysmex XN-530 Hematology Analyzer	11342	Hematology	Sysmex

CSHC will not have use for exiting laboratory equipment if laboratory services are outsourced. CSHC request that vendors include their interest in transfer of any equipment that is leased and acquisition of own equipment at fair market value in proposal.

**Laboratory Test Performed onsite:**

<b>INSTRUMENT</b>	<b>SPECIALTY</b>	<b>TEST</b>	<b>TEST COMPLEXITY</b>
All Manual Microscopic Analysis of Urinary Sediment	Urinalysis	Urinary Sediment Microscopic Elements	Moderate
Dimension Lab System	Routine Chemistry	Creatinine (urine)	Moderate
Fern Test	Routine Hematology	Body Fluid Microscopic Elements	Moderate

POLYMEDCO POLY STAT OC-LIGHT FOB TEST	Routine Chemistry	Fecal Occult Blood	Waived
Propper Seracult Plus	Routine Chemistry	Fecal Occult Blood	Waived
Roche Diagnostics Accu-Chek Inform System	Routine Chemistry	Glucose Monitoring Devices (FDA Cleared/Home Use)	Waived
Sekisui Diagnostics, LLC OSOM Strep A Test	Bacteriology	Streptococcus, group A	Waived
Siemens ADVIA Centaur XP System	General Immunology	Rubella Antibodies	Moderate
Siemens Clinitek Advantus Urinalysis Analyzer	Urinalysis	Urine Qualitative Dipstick	Moderate
Siemens Clinitek Status Urine Chemistry Analyzer	Endocrinology	HCG, Urine	Waived
Siemens Clinitek Status Urine Chemistry Analyzer	Urinalysis	Urine Qualitative Dipstick	Waived
Siemens Dimension EXL with LM	Routine Chemistry	Chloride	Moderate
Siemens Dimension EXL with LM	Routine Chemistry	Potassium	Moderate
Siemens Dimension EXL with LM System	Endocrinology	HCG, Beta, Serum, Quantitative	Moderate
Siemens Dimension EXL with LM System	Endocrinology	Thyroid Stimulating Hormone (TSH) Third Generation	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Alanine Aminotransferase (ALT) (SGPT)	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Albumin	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Alkaline Phosphatase (ALP)	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Aspartate Aminotransferase (AST) (SGOT)	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Bilirubin, Direct	Moderate

Siemens Dimension EXL with LM System	Routine Chemistry	Bilirubin, Total	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Calcium, Total	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Carbon Dioxide, Total (CO2)	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Cholesterol	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Creatinine	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Glucose	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Glycosylated Hemoglobin (Hgb A1C)	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	HDL Cholesterol	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Lactate Dehydrogenase (LDH)	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	LDL Cholesterol	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Microalbumin	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Phosphorus	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Protein, Total	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Sodium	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Triglyceride	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Urea (BUN)	Moderate
Siemens Dimension EXL with LM System	Routine Chemistry	Uric Acid	Moderate
IL TOPS 300	Coagulation	Prothrombin Time (PT)	Moderate
Sysmex XS Automated Hematology Analyzer series Sysmex XS Automated Hematology Analyzer series (XS-1000i and XS-800i)	Routine Hematology	CBC with automated diff	Moderate

Potassium Hydroxide Preparation	Microbiology	KOH	PPMP
Direct Wet Mount Prep	Endocrinology	Wet Prep	PPMP
Sekisui Diagnostics, LLC OSOM HCG	Endocrinology	Urine HCG by Visual Color Comparison	Waived
Siemens Advia Centaur XP	General Immunology	Hepatitis B Surface Antigen	Moderate
Siemens Advia Centaur XP	General Immunology	Hepatitis B Surface Antibody	Moderate
Siemens Advia Centaur XP	General Immunology	Antibodies to Hepatitis C	Moderate
Siemens Advia Centaur XP	Syphilis Serology	Syphilis	Moderate
Siemens Advia Centaur XP	General Immunology	p 24 antigen and antibodies HIV 1/2	Moderate
	General	COVID	Moderate

## REQUIREMENTS

### Requirement 1 – Corporate Information

The vendor’s proposal must include sufficient information about the vendor for CSHC to determine financial viability of the corporation, the corporate history, and the vendor’s ability to perform all or aspects of the work within the scope of their proposal.

### Requirement 2 – Reference Laboratory Information

The proposal must include information about all reference laboratories to which the vendor, if selected, would send specimens for testing. At a minimum, the information should include the location of the laboratory, the size, types of testing offered at the facility, the certifications maintained by that facility, speed of testing, and backup plans if tests cannot be performed at the facility for some reason.

If the vendor intends to send certain lab tests or types of tests to particular labs or that expedited testing be sent to one or more particular labs; the proposed approach and details should be included in the vendor’s proposal.

### Requirement 3 – Onsite Laboratory Certification & Joint Commission.

The proposal must include all certifications, e.g., CLIA, that will be maintained by the vendor for testing performed at CSHC’s health center or satellite locations.

Vendor must include in proposal knowledge and years of experience with Joint Commission laboratory accreditation process and process to support regulatory compliance and readiness for Joint Commission surveys, along with outlining its quality management system.

**Requirement 4 – Communication, Orders, Reporting Results and EHR Interface**

Proposal must include lab management’s engagement with health center personnel, process for time sensitive inquiries and escalation concerns. This includes communication and turnaround time for STAT, routine tests, and complex tests.

Proposal must include the vendor’s ability to interface with CSHC’s electronic health record system, EPIC. The interface must support CSHC's ability to send electronic lab orders to the vendor and receive electronic lab results from the vendor.

**Requirement 5 – Specimen Collection**

Proposal must include the collection of all specimens for CSHC lab tests, whether sent to reference labs or performed on site.

**Requirement: 6 – Point of Care Testing (POCT)**

If applicable the proposal must include the management oversight of POCT in clinical areas and satellite locations.

**Requirement 7 – Staffing**

Proposals must include non-discrimination policy and plans for staffing at CSHC. They should detail the number and qualifications of the staff that will be on site and the hours when they will be working. CSHC’s hours of operation can be found on our website:

[www.codman.org](http://www.codman.org)

Proposals should also indicate the vendor’s plans to staff the onsite lab when its staff take planned and unplanned leave.

CSCH’s laboratory staff consist of 9.98 FTE and requests that vendors state in their proposals if they have interest in acquiring existing laboratory staff.

**Staffing Structure**

<b>Title</b>	<b>Position</b>	<b>FTE</b>
Laboratory Manager	Laboratory Manager	1.00
Laboratory Supervisor	Laboratory Supervisor	1.00
Medical Technologist	Medical Technologist	1.00
Medical Technologist	Medical Technologist	0.80
Medical Technologist	Medical Technologist	1.00
Medical Technologist	Medical Technologist	0.60
Medical Technologist	Medical Technologist	1.00
Phlebotomist	Phlebotomist	0.94
Phlebotomist	Phlebotomist	1.00
Phlebotomist	Phlebotomist	1.00
Phlebotomist	Phlebotomist	1.00
<b>Total</b>		<b>10.34</b>

### **Requirement 8 – Personnel Qualifications and Health Screenings.**

Proposal must include the vendors operation procedures to determine license/registration or required certifications as applicable and appropriate for services provided, verification of education, training, and fitness for duty, along with health clearance, annual competencies, training, professional attire, hygiene, behaviors, and communication requirements.

### **Requirement 9 – Insurance and Patient Billing**

The proposal must include vendor billing to 3rd party payers for onsite and reference lab tests for insured patients.

### **Requirement 10 – Discounted Care and Client Billing**

The proposal must include language that provides discounted care for patients that qualify for CSHC Sliding Fee Program. As an FQHC, CSHC is required to have a Discounted Program for uninsured patients and Sliding Fee Program for patients that meet the federal poverty guidelines. Vendors performing work on behalf of CSCH must adopt CSHC Discounted Care and Slide Fee Program policies.

The proposal must detail how the vendor will respond and resolve issues with bills to CSHC patients. This should include the qualifications of the account manager, the time to respond to billing inquiries and resolve billing problems, and escalation procedures when issues go unresolved.

### **Requirement 11 – Lease Space**

The proposal must include propose lease amount inclusive of utilities and onsite security services.



## Services Required

To be completed

## Vendor Responsibilities

1. Execute a contract with the CSHC, including Appendix DS (Additional Terms and Conditions – Data Security). See Attachment #1 for details.
2. Sign a confidentiality agreement with appropriate state entities to insure privacy of customers.
3. Designate a mutually agreeable point-of-contact.
4. Prepare, with CSHC staff, a Lab Services Transition and POCT Implementation Plan
5. Provide weekly status reports on activity, progress, and current status during the project's implementation phase.
6. Participate in pre- and post-program implementation meetings with CSHC staff.
7. Participate in post-program evaluations.

## RFP PROCESS TIMELINE

Bidders interested in submitting proposals in response to this RFP should do so according to the following schedule. A Bidder may be disqualified for failing to adhere to the dates and times for performance specified below; please note that dates are subject to change at CSHC's discretion.

Release of RFP	<b>July 6, 2022</b>
Notice of Intent to Respond	<b>July 19, 2022</b>
Bidders Questions Deadline	<b>July 29, 2022,</b>
Bids Due	<b>August 9, 2022,</b>
Finalist Presentations/Site Visit	<b>August 19, 2022</b>
Contract Award	<b>September 5, 2022</b>

CSHC does not guarantee the above schedule and reserves the right to modify this schedule to best meet its needs. All modifications will be notified through E-mail.

## BIDDER INSTRUCTIONS

### Notice of Intent to Respond

Any prospective Bidder intending to submit a proposal should submit a completed Notice of Intent to Respond by the date indicated on the RFP schedule above. The notice should state who the Bidder's principal representative will be throughout the remainder of the RFP process and provide full contact information (office address,

phone, fax, and e-mail address). Forms must be submitted to Haidy Pena, RFP Administrator at [haidy.pena@codman.org](mailto:haidy.pena@codman.org)

### **Bid Acceptance**

The bid must be complete, submitted on the forms provided or in the format indicated, and comply with all specifications and legal requirements set in this Request for Proposal. CSHC reserves the right to not award the contract for any reason as seen fit.

### **Correspondence/Notifications**

All correspondence regarding this RFP must be written, not oral, and delivered by email to [haidy.pena@codman.org](mailto:haidy.pena@codman.org) . A receipt confirmation will be made available for each correspondence.

All RFP correspondence must occur only between that single point of contact from that company or affiliated group of bidding companies and CSHC's RFP Administrator, whose complete contact information appears on the cover sheet of this document.

This single-point-of-contact approach will be strictly enforced and monitored to ensure equal and fair distribution of relevant information and RFP updates to all prospective bidders.

### **Withdrawals or Modifications of the RFP**

Modifications and clarifications to the RFP document may be made by CSHC. Any modification will be done either as an amendment to the original document or as a "Q&A" clarification and sent by email to each prospective bidder's single point of contact. Questions submitted by any one bidder will be supplied as an anonymously submitted "Q&A" to all bidders.

CSHC may extend the due date for all participants in light of significant revision(s) or amendment(s). CSHC reserves the right to withdraw or cancel the RFP at any time and to subsequently re-issue the RFP in the same or modified format.

## **Withdrawals or Modifications of Bids**

Once submitted, bid documents may not be modified.

Bids may be withdrawn. To do so, submit a written request to that effect on company letterhead and signed by an authorized representative of your company to the RFP administrator (see above).

## **Submittal Costs**

CSHC is not liable for any costs incurred by prospective respondents. Respondent is responsible for all costs associated with information, proposals, evaluations, materials, visitations, and demonstrations and personnel furnished to comply with this bid requestor any subsequent request before issuance of an Agreement.

## **Disclosure of Records/Confidentiality of Information**

This Request for Proposal, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. Any trade secret or company confidential information submitted as a part of this bid should be clearly marked "Trade Secret Information" or "Confidential Information."

Should a request be made of CSHC for access to the information designated confidential or trade secret by the bidder and, on the basis of that designation, CSHC denies the request, the bidder may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

## **Proposal Acceptance Period**

OFFERS SUBMITTED FOR ALL ITEMS SPECIFIED HEREIN SHALL REMAIN VALID FOR AT LEAST ONE HUNDRED AND SIXTY (160) DAYS FROM THE RFP BID SUBMISSION (DUE) DATE.

## **Alternative Proposals**

CSHC will weigh **all** factors noted in this RFP to determine the best course of action in awarding this part of CSHC's business.

If a Bidder sees an opportunity to propose a different, more efficient way to structure pricing and/or services covered in the scope of this RFP, while still meeting all stated requirements, we ask that the Bidder provide this as an "Alternative Proposal." CSHC is committed to reviewing all proposals that meet stated requirements and which may also offer unanticipated benefits. Only those Bidders that respond to the entire RFP as written also qualify to bid an "alternative proposal" (***Bidders may not only bid an "Alternative Proposal"***).

## **Initial Contract Term and Extensions**

It is anticipated that the initial term of any agreement resulting from this RFP will be for a period of THREE (3) years. CSHC may, at its option, extend or renew the agreement for additional two (2) one-year periods under the same terms and conditions

## **Pricing ( if applicable)**

1. Price Quotation - The prices quoted in your proposal response shall be the CSHC net price for the various services/materials. In other words, for items in the bid pricing submitted, there shall be no separate or additional charges, fees, handling, or other incidental costs following contract award.
2. Price Protection - The prices quoted in your proposal response shall be firm for at least the first twelve (12) months of any resulting contract. Longer time periods for price protection may be submitted as the original or as an alternative proposal to provide additional cost savings opportunities to CSHC in exchange for a long-term agreement.

## **Audit Requirements**

Any agreement resulting from this Request for Proposal that procures services on behalf of CSHC may be subject to regulatory examination and audit by DPH, Joint Commission, HRSA, CSHC or CSHC's duly authorized third-party auditor for a period of three (3) years in the event services are terminated mutually or by either party. The examination and audit shall be confined to those matters connected with the performance of the agreement.

## **Marketing References**

The successful bidder shall be prohibited from making any reference to CSHC, in any literature, promotional material, brochures, or sales presentations without the express written consent of the Marketing Director and Chief Operating Officer or CEO of Codman Square Health Center.

## **Evaluation Process and Tender of Contract**

### **Bid Evaluation Methodology**

Bids will first be screened as to whether minimum qualifications are met. To be evaluated, the bid must be submitted **on time, complete, and responsive** to all questions or requests for information.

CSHC may waive irregularities in a proposal provided that, in the judgment of CSHC, such action will not negate fair competition and will permit proper comparative evaluation of bids submitted. CSHC's waiver of an immaterial deviation or defect shall in no way modify the Request for Proposal documents or excuse the Bidder from full compliance with the Request for Proposal specifications in the event the contract is awarded to that Bidder.

In performing its review of the bid submittals, CSHC reserves the right to obtain and use in its evaluation any independently derived information, including but not limited to financial reports and secondary customer references.

## **Evaluation Criteria**

### **Phase I: Selection of Finalists**

The goal of "Phase I" is to select a small group of finalists. Bids are reviewed by a team representing CSHC without regard to – or access to – bid pricing.

CSHC will evaluate all responsive bids using the following factors:

#### **A. General Capabilities**

1. Company organization and strategic direction
2. Account management and program administration
3. Expertise of personnel and training requirements for employees
4. Geographic support
5. Implementation plan
6. Company financial health

#### **B. Service Quality and Commitments**

1. Ability to provide service standards to meet CSHC requirements
2. Quality management and continuous improvement processes
3. Range of services provided

#### **C. Technical Qualifications and Information Management**

1. Alignment of bidder's services with CSHC requirements
2. Ability to provide response and other special services as required
3. Ability to provide types and frequencies of reports to meet CSHC requirements

CSHC will then assess the total cost of the bid, including in the calculations:

- Total Price
- Any additional costs, fees, charges, etc. as quoted for items within the scope of the bid

- Additional discounts for items/services within the scope of the bid.

## **Phase II: Reference Checks and Selection**

CSHC will check references of Bidders that appear to be among the lowest overall cost per quality points for an award. To warrant consideration for an award, Bidder must successfully pass the reference checks.

Bidder experience is an important criterion in the selection process. Bidder shall provide a reference list of four (4) customers who have used the same or similar products and services as specified in this RFP. At least two of the four should be an entity of similar size and with a comparable scope of operations as CSHC (i.e., health centers, primary care, urgent care, hospitals, etc.). Such services must have been provided for a period of not less than two (2) years within the previous three (3) years. At least two of the references provided must be located in New England. In addition, please provide the names of three accounts that have left your company within the last twenty-four (24) months (for reasons other than consolidations) and give us the reason they left.

For those Bidders who have provided service to CSHC in the previous two (2) years, CSHC may decide to use internal data to evaluate Bidder performance in addition to the reference criteria.

Providing or submitting incorrect or incomplete reference information may lead to Bidder's elimination from consideration for the Agreement. The decision to eliminate Bidder from consideration for the Agreement for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of CSHC and shall not be subject to appeal.

Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in the RFP, as well as the contents of the bidder's proposal as accepted by CSHC and will be in writing.

CSHC reserves the right to accept or reject any or all bids, make more than one award, or no award, as the best interests of CSHC may appear. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in the RFP, as well the contents of the bidder's proposal as accepted by CSHC and will be in writing.

### **Bidder Checklist For Response To Request For Proposal**

This section is provided in the interest of making it easier to submit a complete bid package. Please review all items (as noted below), in your bid packages prior to submission of your bid.

On or before RFP Due Date (see timeline above), please provide the following:

- Two RFP responses (one priced and one unpriced) – Both sent via email to [haidy.pena@codman.org](mailto:haidy.pena@codman.org)
- Include all files and attachments

The RFP Administrator’s package **must also contain** the following:

1. Certificate(s) of Insurance
2. Audited annual financial reports for the last 2 (two) years (if a privately held company, 10K filings are acceptable)
3. A list of 8 (eight) complete Customer References, consisting of four **current** clients and four **former** clients who are no longer contracted with your company.
  - Please submit name, title, company name, phone number and email address.
  - Customer references ideally should be using similar services as specified in this RFP. At least two of the four should be an entity of similar size and with a comparable scope of operations as CSHC (i.e., health centers, primary care, urgent care, hospitals, etc.). Such services should have been provided for a period of not less than two (2) years within the previous three (3) years. At least two of the references provided must be located in New England.
  - For those Bidders who have provided service to CSHC in the previous two (2) years, whether as part of a system wide agreement or as a one-time bid on a single service at one location, CSHC may decide to use internal data and end-user customer feedback to evaluate Bidder performance in addition to the customer reference criteria that you provide.

## **Bid Response To Request For Proposal**

### **Instructions for General, Service and Technical Capabilities Questions**

- Answers should be provided in space that you create, immediately following the questions, in a document that begins with the “Bid Cover Sheet”.
- Answers should be as brief as they can be, **while also being full and complete**.
- Attachments may be necessary for some questions to further clarify or illustrate a response. In those cases, please use some widely accepted method (such as labeled divider tabs or page numbers) to make it easy for the evaluators to find the referenced attachment.

### **Bid Cover Sheet: Respondent Identification and Classification**

Provide a cover sheet for your response, which contains:

- The following text: **Response to Codman Square Health Center’s RFP for Laboratory Services.**
- Company name and address for primary U.S. location or headquarters.
- Company contact’s name and title

- Contact's telephone number, fax number and email address (and mailing address if different from above)
- Signature of a representative of your company who is duly authorized to enter into bids for contracts

NOTE: Only the Original bid response, submitted to the RFP Administrator, should contain the original signature of your company's representative. All additional copies should have copies of the original bid response cover page.

### **General Capabilities Questions**

1. Provide a copy of your company's organization chart and describe your company's business model (breadth and depth of services offered, even if outside the scope of this RFP).
2. How long has your company been in business? Have your service offerings changed in the last 5 (five) years? If so, how?
3. Does your company have a mission statement or corporate vision/corporate values statement? If so, please specify here.
4. If awarded the business, how would CSHC's account be managed? Specifically, what level of experience or qualifications would oversee the administration of the account overall and how would that person interact with local account personnel, drivers, accounts receivable representatives, senior management, others?
5. What is the reporting relationship from the prospective CSHC account manager to the President of your company? (i.e., who is the account manager's immediate supervisor, their immediate supervisor and so on up to the President of the entire organization).
6. Describe in detail the training requirements for all key personnel in your organization that would provide services to CSHC if awarded a contract. Use additional pages if necessary.
7. Where is your company headquartered (actual street address)? If different, where is the regional office from which the University account would be managed? How many offices does your company have in New England? Which offices (in-State and out-of-State) would be involved with CSHC?
8. How is the account management team compensated? (Please do not include actual salaries, but indicate what percent of their compensation is tied to performance and what aspects of that performance are measured)
9. How often is customer feedback solicited on a formal and informal basis from the executive level of your company? (i.e., formal customer feedback session might be



a “customer advisory board” quarterly meeting and informal feedback might be a periodic phone call by the VP of Sales to briefly check in on account satisfaction).

10. Please list all your employees who would service CSHC’s account (functional titles are OK, rather than names, i.e., “local sales representative”) and what % of their time would be dedicated to CSHC’s account.
11. Describe your proposed transition and implementation plan. Should CSHC award the business described in this RFP to your company (include timeline for start-up system wide, site visits, etc.).

## **ATTACHMENT #1**

### **CODMAN SQUARE HEALTH CENTER APPENDIX DS Additional Terms and Conditions – Data Security**

#### **ARTICLE 1 – ACKNOWLEDGMENT OF ACCESS TO INFORMATION CHARACTERIZED AS COVERED DATA**

Contractor acknowledges that its contract/purchase order with Codman Square Health Center (“Agreement”) may allow the Contractor access to confidential CSHC information including, but not limited to, personal information, student records, health care information, protected health information (PHI), or financial information notwithstanding the manner in which or from whom it is received by Contractor (“Covered Data”) which is subject to state laws that restrict the use and disclosure of such information. Contractor shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, CSHC policies, and the provisions of this Agreement. Contractor agrees that it will include all of the terms and conditions contained in this appendix in all subcontractor or agency contracts providing services under this Agreement.

#### **ARTICLE 2 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF COVERED DATA AND INFORMATION**

Contractor agrees to hold Covered Data received from or created on behalf of CSHC in strictest confidence. Contractor shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by CSHC. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, Contractor will notify CSHC in writing prior to any such disclosure in order to give CSHC an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the CSHC.

#### **ARTICLE 3 – SAFEGUARD STANDARD**

Contractor agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

#### **ARTICLE 4 – RETURN OR DESTRUCTION OF COVERED DATA AND INFORMATION**

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Covered Data to CSHC unless CSHC requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement. Within such thirty (30) day period, Contractor shall certify in writing to CSHC that such return or destruction has been completed.

#### **ARTICLE 5 – REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND INFORMATION**

Contractor shall report, either orally or in writing, to CSHC any use or disclosure of Covered Data not authorized by this Agreement or in writing by CSHC, including any reasonable belief that an unauthorized individual has accessed Covered Data. Contractor shall make the report to CSHC immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) CSHC Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by CSHC.

#### **ARTICLE 6 – EXAMINATION OF RECORDS**

CSHC and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.

#### **ARTICLE 7 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

Contractor shall make itself and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations under the Agreement available to CSHC at no cost to CSHC to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against CSHC, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.

**ARTICLE 8 – NO THIRD-PARTY RIGHTS**

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

**ARTICLE 9 – ATTORNEY'S FEES**

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

**ARTICLE 10 – INDEMNITY**

Contractor shall indemnify, defend and hold CSHC Harmless from all lawsuits, claims, liabilities, damages, settlements, or judgments, including CSHC's costs and attorney fees, which arise as a result of Contractor's negligent acts or omissions or willful misconduct.

**ARTICLE 11 – SURVIVAL**

The terms and conditions set forth in this Appendix shall survive termination of the Agreement between the parties.