

REQUEST FOR PROPOSALS

**FEASIBILITY STUDY FOR THE
ELECTRONIC HEALTH RECORDS PROJECT IN JORDAN**

Submission Deadline: **4:00 PM**
LOCAL TIME
MARCH 15, 2011

Submission Place: Mr. Ghassan Al-Lahham
CEO, Electronic Health Solutions
King Abdullah II Bin Al Hussein Street,
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King Hussein Business Park
P.O. Box 4408
Amman 11953
Amman, Jordan
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SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED. PROPOSALS MUST ALSO BE SENT ELECTRONICALLY TO THE ABOVE EMAIL ADDRESS.

**N.B.: Any and all questions pertaining to the RFP should be sent to Nina Patel, USTDA,
1000 Wilson Blvd, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357,
Fax: (703) 875-4009, npatel@ustda.gov**

REQUEST FOR PROPOSALS

SECTION 1:	INTRODUCTION	4
1.1	BACKGROUND SUMMARY	4
1.2	OBJECTIVE	4
1.3	PROPOSALS TO BE SUBMITTED	5
1.4	CONTRACT FUNDED BY USTDA	5
SECTION 2:	INSTRUCTIONS TO OFFERORS	6
2.1	PROJECT TITLE	6
2.2	DEFINITIONS	6
2.3	DESK STUDY REPORT	6
2.4	EXAMINATION OF DOCUMENTS	6
2.5	PROJECT FUNDING SOURCE	7
2.6	RESPONSIBILITY FOR COSTS	7
2.7	TAXES	7
2.8	CONFIDENTIALITY	7
2.9	ECONOMY OF PROPOSALS	7
2.10	OFFEROR CERTIFICATIONS	7
2.11	CONDITIONS REQUIRED FOR PARTICIPATION	7
2.12	LANGUAGE OF PROPOSAL	8
2.13	PROPOSAL SUBMISSION REQUIREMENTS	8
2.14	PACKAGING	8
2.15	AUTHORIZED SIGNATURE	8
2.16	EFFECTIVE PERIOD OF PROPOSAL	9
2.17	EXCEPTIONS	9
2.18	OFFEROR QUALIFICATIONS	9
2.19	RIGHT TO REJECT PROPOSALS	9
2.20	PRIME CONTRACTOR RESPONSIBILITY	9
2.21	AWARD	9
2.22	COMPLETE SERVICES	10
2.23	INVOICING AND PAYMENT	10
SECTION 3:	PROPOSAL FORMAT AND CONTENT	11
3.1	EXECUTIVE SUMMARY	11
3.2	COMPANY INFORMATION	12
3.2.1	COMPANY PROFILE	12
3.2.2	OFFEROR'S AUTHORIZED NEGOTIATOR	12
3.2.3	NEGOTIATION PREREQUISITES	12
3.2.4	OFFEROR'S REPRESENTATIONS	13
3.2.5	SUBCONTRACTOR PROFILE	14
3.2.6	SUBCONTRACTOR'S REPRESENTATIONS	14
3.3	ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL	15
3.4	TECHNICAL APPROACH AND WORK PLAN	15
3.5	EXPERIENCE AND QUALIFICATIONS	16
SECTION 4:	AWARD CRITERIA	16

- ANNEX 1 FEDBIZOPPS ANNOUNCEMENT
- ANNEX 2 BACKGROUND DESK STUDY REPORT
- ANNEX 3 USTDA NATIONALITY REQUIREMENTS
- ANNEX 4 USTDA GRANT AGREEMENT, INCLUDING MANDATORY CONTRACT
CLAUSES
- ANNEX 5 TERMS OF REFERENCE (FROM USTDA GRANT AGREEMENT)
- ANNEX 6 COMPANY INFORMATION

Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$567,605 to the Ministry of Planning and International Cooperation (the "Grantee"), in accordance with a grant agreement dated December 23, 2010 (the "Grant Agreement"). USTDA has provided a grant to the Grantee to perform the Feasibility Study for the Electronic Health Records Project in Jordan. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

1.1 BACKGROUND SUMMARY

Although Jordan is considered to be a center of excellence with a comparatively high level of medical care, further modernization in its healthcare ICT system is needed. In order to achieve improvements in healthcare information management, His Majesty King Abdullah II set out a vision to computerize the public healthcare system in 2008. As part of this vision, Jordan is currently undertaking a pilot implementation of the highly praised U.S. Veterans Administration's (VA) VistA Hospital Information System under a pilot project entitled "Hakeem." The program aims to improve health service delivery to all Jordanians, provide a channel for electronic communication between citizens and healthcare professionals, and allow patients, their families, and healthcare professionals to access up-to-date information.

The Hakeem pilot project is a Jordanian national initiative managed by the non-profit company, Electronic Health Solutions (EHS). The pilot phase involves three sites: Prince Hamzah Hospital (PHH), King Hussein Cancer Center (KHCC), and Amman Comprehensive Clinic (ACC). EHS has provided the hospitals and the clinic with the needed infrastructure to implement the solution, including data centers, hardware, networking (based on NBN – National Broadband Network), software licenses, support teams, and IT & business professional services.

The Feasibility Study will develop an objective evaluation of the pilot project results and provide recommendations for a business plan for EHS to expand the electronic health records system throughout Jordan. The Study will include collecting and evaluating pre-pilot data (the Grantee will support and facilitate the collection of the pre-pilot data by providing 2 staff members to assist with collecting the necessary data), gathering post-pilot data, analyzing results, developing a preliminary technical and financial analysis of an electronic records expansion, and training EHS staff on maintenance of the system. Furthermore, it is anticipated that the project's success will not only improve Jordan's healthcare system domestically, but will also aid in establishing Jordan as a preeminent healthcare provider for the Middle East region.

A background Desk Study Report is provided for reference in Annex 2.

1.2 OBJECTIVE

The Terms of Reference (TOR) for this Feasibility Study are attached as Annex 5.

1.3 PROPOSALS TO BE SUBMITTED

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US\$567,605. **The USTDA grant of US\$567,605 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$567,605 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called Jordan Electronic Health Records Feasibility Study.

2.2 DEFINITIONS

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

2.3 DESK STUDY REPORT

USTDA sponsored a Desk Study to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. A copy of the report is attached at Annex 2 for background information only. Please note that the TOR referenced in the report is included in this RFP as Annex 5.

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Feasibility Study.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Feasibility Study.

2.5 PROJECT FUNDING SOURCE

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$567,605.

2.6 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

2.7 TAXES

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

2.8 CONFIDENTIALITY

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

2.9 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2.10 OFFEROR CERTIFICATIONS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for

specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3.

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English, and only English.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

The **Cover Letter** in the proposal must be sent to:

Mr. Ghassan Al-Lahham
CEO, Electronic Health Solutions
King Abdullah II Bin Al Hussein Street,
Mecca Street Cross Circle
P.O. Bos 4408
Amman 11953
Amman, Jordan
ceo@ehs.com.jo

An Original and six (6) copies of your proposal must be received at the above address no later than 4:00 PM Local Time, on March 15, 2011.

Proposals may be either sent by mail, overnight courier, hand-delivered, and must be sent electronically to the email above. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.

2.14 PACKAGING

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including "original" or "copy number x"; the original and six (6) copies should be collectively wrapped and sealed, and clearly labeled.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly wrapped, sealed and labeled.

2.15 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.16 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for NINETY (90) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.17 EXCEPTIONS

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

2.18 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, feasibility study and/or other services similar to those required in the TOR, as applicable.

2.19 RIGHT TO REJECT PROPOSALS

The Grantee reserves the right to reject any and all proposals.

2.20 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

2.21 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received and, in all cases, the Grantee will be the judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP.

2.22 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA.

2.23 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 4.

Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US \$567,605, which is a fixed amount.

Offerors shall submit one (1) original and six (6) copies of the proposal. Proposals received by fax cannot be accepted.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Company Information,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

3.1 EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

3.2 COMPANY INFORMATION

For convenience, the information required in this Section 3.2 may be submitted in the form attached in Annex 6 hereto.

3.2.1 Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information requested in sections 3.2.5 and 3.2.6 below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (*) next to the names of those principal officers who will be involved in the Feasibility Study.
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).
7. Project Manager's name, address, telephone number, e-mail address and fax number.

3.2.2 Offeror's Authorized Negotiator

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

3.2.3 Negotiation Prerequisites

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Feasibility Study as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

3.2.4 Offeror's Representations

If any of the following representations cannot be made, or if there are exceptions, the Offeror must provide an explanation.

1. Offeror is a corporation *[insert applicable type of entity if not a corporation]* duly organized, validly existing and in good standing under the laws of the State of _____. The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Feasibility Study. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of _____. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

3.2.5 Subcontractor Profile

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).

3.2.6 Subcontractor's Representations

If any of the following representations cannot be made, or if there are exceptions, the Subcontractor must provide an explanation.

1. Subcontractor is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____ . The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the Offeror is selected, to execute and deliver a subcontract to the Offeror for the performance of the Feasibility Study and to perform the Feasibility Study. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.

5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Feasibility Study. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Feasibility Study.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee to provide the necessary information the Contractor will need to conduct the Study. Detail the amount of staff time required by the Grantee or other participating agencies needed to complete the Feasibility Study.

3.5 EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Feasibility Study. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

- Project name,
- Name and address of client (indicate if joint venture),
- Client contact person (name/ position/ current phone and fax numbers),
- Period of Contract,
- Description of services provided,
- Dollar amount of Contract, and
- Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to or larger in scope than the Feasibility Study as described in this RFP.

Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

Selection Criteria	Maximum Point
1.0 General Experience and Qualifications (10 points)	
1.1 Overall experience of the firm	3
1.2 Overseas experience	3
1.3 Experience in Arab countries	4
2.0 Specific Applicable Experience & Knowledge Electronic Health Records Evaluation (15 points)	15

3.0 Approach and Methodology (35 points)	
3.1 Knowledge of proposed work and understanding of the services to be performed (as demonstrated by the specific details of the firm's proposal)	15
3.2 Appropriateness of the proposed methodology and work plan	15
3.3 Appropriateness of the proposed Training Program as demonstrated by the specific details of firm's proposal	5
4.0 Qualifications of Proposed Key Personnel (30 points)	
4.1 Qualifications of project leader	15
4.2 Qualifications of other team professionals	15
5.0 Overall Impression (10 points)	10
Total	100

Proposals that do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.

ANNEX 1

GHASSAN AL-LAHHAM, ELECTRONIC HEALTH SOLUTIONS, KING ABDULLAH II BIN AL HUSSEIN STREET, MECCA STREET CROSS CIRCLE, P.O. BOX 4408, 11953, AMMAN, JORDAN, TEL: 962 6 5800 461/ 962 7 9558 9777
ceo@ehs.com.jo

JORDAN ELECTRONIC HEALTH RECORDS FEASIBILITY STUDY

POC: Nina Patel, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. Jordan Electronic Health Records Feasibility Study. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to conduct a feasibility study for an Electronic Health Records Project in Jordan.

Although Jordan is considered to be a center of excellence with a comparatively high level of medical care, further modernization in its healthcare ICT system is needed. In order to achieve improvements in healthcare information management, His Majesty King Abdullah II set out a vision to computerize the public healthcare system in 2008. As part of this vision, Jordan is currently undertaking a pilot implementation of the highly praised U.S. Veterans Administration's (VA) VistA Hospital Information System under a pilot project entitled "Hakeem." The program aims to improve health service delivery to all Jordanians, provide a channel for electronic communication between citizens and healthcare professionals, and allow patients, their families, and healthcare professionals to access up-to-date information.

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The Feasibility Study will develop an objective evaluation of the pilot project results and provide recommendations for a business plan for EHS to expand the electronic health records system throughout Jordan. The Study will include collecting and evaluating pre-pilot data (the Grantee will support and facilitate the collection of the pre-pilot data by providing 2 staff members to assist with collecting the necessary data), gathering post-pilot data, analyzing results, developing a preliminary technical and financial analysis of an electronic records expansion, and training EHS staff on maintenance of the system. Furthermore, it is anticipated that the project's success will not only improve Jordan's healthcare system domestically, but will also aid in establishing Jordan as a preeminent healthcare provider for the Middle East region.

The U.S. firm selected will be paid in U.S. dollars from a \$567,605 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and a background definitional mission report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/businessopps/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English directly to the Grantee by **4:00 PM Local Time, March 15, 2011** at the above address and email address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

ANNEX 2

**DESK STUDY JORDAN: ELECTRONIC HEALTH RECORDS
(PROJECT NO. PO2010210005)**

**OMMA HEALTHCARE, LLC
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October 31, 2010



This report was funded by the U.S. Trade and Development Agency (USTDA) an agency of the United States Government. The opinions, findings, conclusions, or Recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of the USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report.

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The U.S. Trade and Development Agency

The U.S. Trade and Development Agency (USTDA) advances economic development and U.S. commercial interests in developing and middle income countries.

The agency funds various forms of technical assistance, feasibility studies, training, orientation visits and business workshops that support the development of a modern infrastructure and a fair and open trading environment.

USTDA's strategic use of foreign assistance funds to support sound investment policy and decision-making in host countries creates an enabling environment for trade, investment and sustainable economic development. Operating at the nexus of foreign policy and commerce, USTDA is uniquely positioned to work with U.S. firms and host countries in achieving the agency's trade and development goals. In carrying out its mission, USTDA gives emphasis to economic sectors that may benefit from U.S. exports of goods and services.

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TABLE OF CONTENTS

SECTION I: EXECUTIVE SUMMARY.....	1
A. Project Overview.....	1
B. Key Desk Study Findings.....	2
C. Desk Study Recommendations.....	4
SECTION II: ASSESSMENTS & RECOMMENDATIONS.....	6
A. Project Description.....	6
B. Project Sponsor's Capabilities and Commit.....	13
C. Implementation Financing.....	14
D. Potential U.S. Contractors.....	15
E. Potential U.S. Exports.....	20
F. Foreign Competition and Market Entry Issues.....	19
G. Development Impact.....	20
H. Impact on the Environment.....	20
I. Impact on U.S. Labor.....	21
J. Terms of Reference.....	22
K. Task Implementation Schedule.....	29
L. Project Budget.....	31
M. Recommendations.....	31
APPENDIX A: CONTACT INFORMATION.....	38

SECTION I: EXECUTIVE SUMMARY

In September 2010, OMMA Healthcare, LLC was asked by the U.S. Trade and Development Agency (USTDA) to evaluate a proposal for *Technical Assistance (TA) to Evaluate the Outcomes of the Pilot Implementation of the U.S. Veterans Administration's (VA) Vista Hospital Information System in Jordan*. The assessment was intended (1) to assess the degree to which the proposed TA constituted a potentially viable project in terms of USTDA funding criteria, and (2) to recommend a budget and Terms of Reference (TOR) for accomplishing the project.

A. Project Overview

USTDA in 2009 retained the services of the Interdisciplinary Research Consultants-US (IDRC-US) to conduct a Healthcare Sector Definitional Mission (DM) to the Middle-East. The Mission's main objective was to assess the technical and financial needs for USTDA-funded studies for proposed projects in Jordan and Egypt.

The TA project in Jordan has been proposed by the Jordanian non-profit organization Electronic Health Solutions (EHS) and includes the following specific components.

- (a) Evaluation of outcomes of the Pilot Project of the Jordanian Health Information System (named *Hakeem*) involving the implementation of the U.S. Veterans Administration's Vista Hospital Information System;
- (b) The pilots, which are being implemented with the assistance of Perot Systems (recently acquired by Dell) for two hospitals and one health center, aim to improve health services delivery to all Jordanians, will provide a channel for electronic communication between citizens and healthcare professionals, and will allow patients, their families, and healthcare professionals to access up-to-date information;
- (c) The evaluation outcomes will provide critical inputs to an EHS Business Plan for the implementation of electronic medical records for the entire healthcare system throughout Jordan.
- (d) The conceptualization, planning, and setup for the project were actually initialized in January 2009. Actual system implementation is currently underway, with the installation of all modules at the three pilot facilities scheduled for completion by May 2011.
- (e) Based upon information provided by EHS to the Reviewer regarding the proposed project's implementation schedule and the current status of ongoing Vista module installations, it is anticipated that all outcomes data collection should be completed by the U.S. Contractor within 12 to 18 months of the formal contract signing by the Grantee. This time period should be adequate for (1) the selection of the 15 to 20 Key Performance Indicators (KPI's) to be collected at the three pilot facilities,

- (2) the "retroactive" extraction of KPI base-line data from the samples of existing patient records at each of the three pilot facilities, and (3) the collection and analysis of the KPI's at each of the pilot facilities following installation of the various VistA modules.

The project likely will have significant development impact on the country as a whole. *First*, the benefits of improved records management will increase Jordan's appeal as a destination for healthcare services and bolster the sector. *Second*, the cost savings achieved through better healthcare can be used to increase public and private saving/investment. *Third*, Jordan can utilize its proximity to the Gulf and the Arab market to become a hub for implementing and supporting electronic health records systems, thereby creating job opportunities in the IT sector; this sector expansion also may enhance the opportunities for U.S. exports throughout the Middle East region.

B. Key Desk Study Findings

- (a) **Market Need/Demand.** The political, social, and economic climate of Jordan appears to be extremely conducive to investment in the healthcare infrastructure. Jordan's healthcare system, by most accounts, is considered to be one of the best in the region. The system uses the latest technologies and has highly educated and well-trained physicians, many of whom have received some degree of training in the U.S. The influence of these physicians, as well as their familiarity with U.S. medical products and technologies, has provided an incentive for U.S. manufacturers and IT firms to aggressively enter the Jordanian market

There is a great deal of discussion in the IT industry concerning the long-term viability/relevance of VistA both in the U.S. and the international healthcare sector. For example, a recent comprehensive report (*VistA Modernization: Legacy to Leadership, May, 2010*) sponsored by the American Council for Technology and the Industry Advisory Council calls for comprehensive overhaul to the system to increase its currency and applicability, while encouraging the "open source" adoption of many of its features internationally. It thus is clear the implementation of VistA in the proposed project must be highly selective as to exactly what system components are tested and adopted in the Jordanian healthcare system.

- (b) **Financial Viability.** Representatives of EHS estimated that the approximate cost of the VistA pilot implementation to be \$15 to \$20 million and that the Jordanian government is fully committed to investing in the project. As to EHS's financial viability, however, the Reviewer has been unable to obtain either summary or detailed information regarding this non-profit organization's finances.

A strong positive regarding the potential success of the proposed project is the Jordanian government's documented record of heavily investing in the overall

healthcare sector. The Ministry of Health has announced plans to continue investing heavily in hospital infrastructure, improving the quality of healthcare services, and developing/implementing country-wide health information systems.

It is also important to note that the *Hakeem* project represents the first national e-Health initiative in Jordan. Through the funding of *Hakeem*, EHS and its stakeholders have assigned a high priority to investing specialized resources into the success of the program. This digital platform that supports the storage, retrieval and updating of the electronic health records of patients is envisioned as eventually being implemented by participating healthcare facilities throughout the entire country over the next decade.

- (c) **Potential U.S. Exports.** The Reviewer estimates that there is the potential for \$180 million to \$200 million in U.S. exports (hardware, software, and consulting services) in the initial 25% of the nationwide roll-out of VistA. This estimate is based upon the fact that the implementation scope entails over 46 hospitals and 1,000 clinics, most of which will also be required to upgrade laboratory and medical imaging equipment in addition to computer infrastructure.

The Desk Study has identified a number of U.S. firms that are potentially qualified to successfully carry out the proposed TA effort. USTDA support for the proposed project in general, and the involvement of a U.S. Contractor specifically, will facilitate U.S. exports in several ways.

First, U.S. firms which have a documented track record with VistA and related IT applications likely will be strong potential competitors for future consulting contracts regarding expansion of the system throughout the Jordan healthcare system.

Second, USTDA support also will promote consideration of U.S. hardware and supporting software as the implementation unfolds. As pointed out in the proposal, U.S. products such as computers/servers/high resolution monitors (*Dell, IBM, HP*), networks (*Cisco, Intel, Dell*), imaging processing/voice recognition applications, and supplementary data bases (*Dragon, Oracle*) are viable possibilities.

Third, U.S. firms also will have the opportunity to bid upon on-going education/training contracts required for the implementation of VistA or other electronic health record applications over the next several years. USTDA support for the project will undoubtedly enhance these opportunities, not just for U.S. companies, but for U.S. healthcare organizations and medical schools as well.

- (d) **Developmental Impact.** The proposed study will provide documented evidence of whether the benefits achieved by the *Hakeem* pilot project justify the country-wide expansion of electronic health records. Such an expansion will have several benefits: (a) improved records management will enhance the quality and accessibility of Jordan's already excellent healthcare system; (b) the increase in quality will further

strengthen Jordan's appeal as a destination for healthcare services and bolster the sector through "medical tourism"; (c) the cost savings achieved through better healthcare can be used to bolster both public and private savings/investment; and (d) Jordan will be able to capitalize upon its proximity to the Gulf and Arab healthcare market to become a hub for implementing/supporting electronic health record systems. This in turn possibly will create expanded job opportunities in the IT sector as well as the potential for additional U.S. exports.

- (e) **Regulatory Environment.** As pointed out previously, the U.S.-Jordan Free Trade Agreement (signed in 2001) has consistently created advantages for U.S. exporters. Moreover, virtually all goods traded between the U.S. and Jordan will be covered by the agreement by 2011. In addition, the Jordanian government is gradually implementing policies to increase the transparency of the country's regulatory system and to encourage competition. As a result, many bureaucratic procedures have been streamlined, although red tape and opaque procedures still present difficulties for importers and investors. The arbitrary application of customs, tax, labor, health, and other laws or regulations, particularly at the local government level, continue to impede investment.
- (f) **Environmental Impact.** The proposed project is not expected to have any significant adverse environmental impacts. Indeed, it is anticipated that medical waste currently resulting from the duplication of laboratory tests and radiology examination results will be reduced upon country-wide implementation of the new electronic medical record system.
- (g) **Impact on U.S. Labor.** There should be no adverse or negative impacts of the proposed TA project upon U.S. labor. The project will comply with U.S. Labor Impact regulations and with internationally recognized workers' rights, and should have no adverse effects upon employment in the U.S.
- (h) **Terms of Reference.** The Terms of Reference (TOR) for the proposed TA project appear to fully satisfy USTDA requirements.
- (i) **Budget.** The budget for the TOR appears to be of a level sufficient to carry out the activities necessary for the full and complete TA project, given the extremely tight implementation timetable required by Jordan's Ministry of Health.

B. Desk Study Recommendations

The Reviewer recommends the USTDA provide funding for the proposed project in the requested amount of \$567,605, subject to the considerations summarized below.

- (a) Based upon information provided by EHS to the Reviewer regarding the proposed project's implementation schedule and the current status of ongoing VistA module installations, it is anticipated that all outcomes data collection should be completed by the U.S. Contractor within 12 to 18 months of the formal contract signing by the Grantee. This time period should be adequate for (1) the selection of the 15 to 20 Key Performance Indicators (KPI's) to be collected at the three pilot facilities, (2) the "retroactive" extraction of KPI base-line data from the samples of existing patient records at each of the three pilot facilities, and (3) the collection and analysis of the KPI's at each of the pilot facilities following installation of the various VistA modules.
- (b) The representatives of EHS state the Jordanian government is fully committed to full support and sponsorship of the proposed project and that EHS is adequately funded. Although the Reviewer has been unable to obtain (due to confidentiality issues) detailed information regarding the non-profit organization's finances, the EHS representative has stated that the Jordanian MOH has committed to an investment of approximately \$15 to \$20 million in the VistA Pilot Project. No specific information was available, however, regarding the extent to which the Jordan government has committed funds for the country-wide VistA implementation in the long-term.
- (c) USTDA support and the involvement of the selected U.S. Contractor in the outcomes assessment will promote consideration of U.S. hardware, supporting software, and consulting services as the VistA implementation unfolds throughout the Jordanian healthcare system.
- (d) The opportunity will be created for U.S. firms to bid upon ongoing education/training contracts required for the implementation of VistA or other electronic health record applications over the next several years. USTDA support for the project will undoubtedly enhance these opportunities, not only for U.S. companies, but also for U.S. healthcare organizations and medical schools as well.
- (e) The project potentially will increase the quality and accessibility of healthcare offered in Jordan and the region. As a result, U.S.--Jordan economic ties likely will be substantially strengthened to the benefits of U.S. firms in a variety of sectors.

The U.S. commercial firms listed as examples in *Section D* of this report are, in the Reviewer's opinion, well qualified to perform the multiple tasks delineated in the Terms of Reference (TOR). The required open solicitation of bids for the project will also identify additional U.S. companies potentially suitable for the project.

SECTION II: PROJECT ASSESSMENTS AND RECOMMENDATIONS

The Desk Study was intended (1) to evaluate the degree to which the proposed Technical Assistance (TA) constituted a potentially viable project in terms of USTDA funding criteria, and (2) to recommend a budget and Terms of Reference (TOR) for fully accomplishing the project.

This assessment were based upon the following: (a) Interactions with representatives of Electronic Health Solutions (EHS) management, notably Ghassan Al-Lahham and Joseph Dal Molin; (b) Conversations with USTDA staff, including Carl B. Kress (Regional Director) and Varinda Fike (Country Manager); (c) Discussions with selective U.S. medical equipment/software suppliers and procurement firms; (d) Communications with OMMA Projects—Middle East personnel based in Dubai and knowledgeable of Jordan healthcare; and (e) Representatives of the U.S. Commercial Service and other relevant governmental agencies.

A. PROJECT DESCRIPTION

The TA project in Jordan has been proposed by the Jordanian non-profit organization Electronic Health Solutions (EHS) and includes the following specific components.

- (a) Evaluation of the Pilot Project of the Jordanian Health Information System (named *Hakeem*) which is utilizing the U.S. Veterans Administration's VistA Hospital Information System;
- (b) *Hakeem* is being implemented by Perot Systems Corporation for three sites in Amman, Jordan: Prince Hamzah Hospital (PHH), King Hussein Cancer Center (KHCC), and Amman Comprehensive Clinic (ACC). The stated aim is to improve health services delivery to all Jordanians, to provide a channel for electronic communication between citizens and healthcare professionals, and to allow patients, their families, and healthcare professionals to access up-to-date information.
- (c) The list of VistA modules to be implemented in the three pilot sites includes the following:
 - VistA PIMS (Patient Registration, Patient Scheduling, ADT-Admissions/Discharge/Transfer)
 - VistA Laboratory Module
 - VistA Pharmacy Modules & BCMA
 - VistA Radiology (RIS)
 - Vista CPRS
 - VistA Surgery

- VistA Imaging
 - VistA Foundation
- (d) The anticipated, and in the Reviewer's opinion, very aggressive implementation schedule for the three pilot sites is summarized in the subsequent *Table*. The conceptualization, planning, and setup for the project were actually initialized in January 2009. The EHS representative has confirmed that the actual system implementation is underway, with the all *VistA* modules anticipated to be installed at the three pilot sites by May 2011.

Project Implementation Schedule

Milestones	Start Date	Finish Date
Prince Hamzah Hospital (PHH)		
PIMS	24/11/2010	07/12/2010
Ancillary Services	07/11/2010	13/12/2010
PHH Outpatient Clinics	07/11/2010	27/12/2010
VistA Imaging	29/11/2010	27/12/2010
Admission, Discharge, Transfer (ADT)	06/12/2010	20/12/2010
PHH Inpatient Floors	14/12/2010	31/01/2011
Surgery	01/02/2011	28/02/2011
Amman Comprehensive Clinics (ACC)		
ACC-PIMS	29/12/2010	11/01/2011
Ancillary Services	25/01/2011	07/03/2011
ACC Outpatient Clinics	25/01/2011	28/02/2011
VistA Imaging	01/02/2011	28/02/2011
King Hussein Cancer Center (KHCC)		
KHCC-PIMS	02/02/2011	15/02/2011
Ancillary Services	08/03/2011	02/05/2011
VistA Imaging	08/03/2011	04/04/2011
KHCC Outpatient Clinics	08/03/2011	02/05/2011
Admission, Discharge, Transfer (ADT)	05/04/2011	25/04/2011
KHCC Inpatient Floors	05/04/2011	02/05/2011
Surgery	03/05/2011	16/05/2011

- (e) The evaluation outcomes will provide critical inputs to an EHS Business Plan for the implementation of electronic medical records for the entire healthcare system throughout Jordan.
- (f) The outcomes assessment of the above three pilot sites will require the use of a minimum of a minimum of 15 and a maximum of 20 *Key Performance Indicators (KPI's)* to evaluate the following outcome categories:
- Health outcomes;
 - Capacity building for local sustainability;

- Clinical transformation;
- Project management and execution;
- End user training; and
- Reduction of service costs (e .g., patient scheduling, lab turn-around-time, physician time to treat, unnecessary tests, savings from utilizing filmless electronic imaging technologies, etc.).

(g) There are two key issues relevant to projecting the future success of the VistA system undergoing implementation in the Jordanian health care sector. Both of these issues were discussed with the EHS representatives and appear to have been adequately considered in the formulation of the system implementation plan.

First, the political, social, and economic climate of Jordan appears to be extremely conducive to investment in the healthcare infrastructure. Jordan's healthcare system, by most accounts, is considered to be one of the best in the region. The system uses the latest technologies and has highly educated and well-trained physicians, many of whom have received some degree of training in the U.S. The influence of these physicians, as well as their familiarity with U.S. medical products and technologies, has provided an incentive for U.S. manufacturers and IT firms to enter aggressively into the Jordanian market.

Second, there is a great deal of discussion in the IT industry concerning the long-term viability/relevance of VistA both in the U.S. and the international healthcare sector. For example, a recent comprehensive report (*VistA Modernization: Legacy to Leadership, May, 2010*) sponsored by the American Council for Technology and the Industry Advisory Council calls for comprehensive overhaul to the system to increase its currency and applicability, while encouraging the "open source" adoption of many of its features internationally. It thus is clear the implementation of VistA in the proposed project must be highly selective as to exactly what system components are tested and adopted the by the Jordanian healthcare system. Discussions of the Reviewer with EHS's representative support this approach.

Overall, the potential benefits of the *Hakeem* pilot project, as delineated by the DM report, are as follows:

- Computerized medical records will be established among the three sites. This will provide a complete electronic medical record for individuals and will include a patient's history, diseases, and procedures.
- Improved clinic scheduling, patient admission, and referrals. This will improve department workflow and patient waiting times. Doctors will be able to observe a patient's record, order medication, lab tests, radiology tests/exams, and surgical procedures through computerized physician order entry (CPOE). This will enable doctors to provide accurate orders, and receive up-to-date information about the

patient's case. This will improve the patient's safety and the quality of treatment, as well as reduce duplication of tests and other forms of cost inefficiencies.

- Bar Code Medication Administration (BCMA) will be implemented and all drugs will be bar-coded and tracked through the entire prescribing/dispensing cycle. This will minimize the problems related to drug accountability and result in near elimination of adverse safety events due to medication errors.
- Pharmacy workflow will be automated as all orders for medications and drug administration will be computerized. This use of CPOE will allow doctors, nurses, and pharmacists to deal with medications in a more efficient way. This will result in an increase in patient safety and improved drug accountability.
- All radiology investigations and results reporting will be completed using an advanced Picture Archiving Communication System (PACS) for radiology and integrated radiology information system. This will result in a reduction of film costs and improvement in the quality of diagnosis through the usage of digital media. An improvement in turnaround times for exam procedures should be noticeable along with more efficient usage of radiologists. Also, the system will provide the ability to transmit images from one location to another within one facility or to other facilities.
- Laboratory orders and results will be automated using the CPOE capability of VistA. Lab analyzers will be interfaced directly with the system to support accurate results reporting and graphical display of data. This will improve departmental workflow, shorten turnaround times for results, and improve patient safety.
- Hospital workflows will be normalized and implemented in alignment with international best practices.
- International coding will be used for diseases (ICD) and procedures (CPT) to support standardization and to interact efficiently with international health providers and insurers

To summarize, the proposal asserts that the *Hakeem* project will have significant development impact on the country as a whole. *First*, the benefits of improved records management will increase Jordan's appeal as a destination for healthcare services and bolster the sector. *Second*, the cost savings achieved through better healthcare can be used to increase public and private saving/investment. *Third*, Jordan can utilize its proximity to the Gulf and the Arab market to become a hub for implementing and supporting electronic health records systems, thereby creating job opportunities in the IT sector as well as the potential for additional U.S. exports.

1. Project Sponsor

Electronic Health Solutions (EHS), a non-for-profit organization established in early 2009, focuses on deploying effective and proven technologies that leverage the best clinical practices to serve public health in Jordan. Significantly, EHS is a partnership between the Kingdom's main healthcare stakeholders, including the Ministry of Health, the Ministry of Information and Communication Technology, the Royal Medical Services, King Hussein Cancer Center, King Hussein Institute for Cancer and Biotechnology, the Royal Health Awareness Society, and the Private Hospital Association. The Reviewer, however, does not have details regarding the extent of monetary support provided by each of these entities for the project.

2. Project Location

Jordan is a Middle-Eastern constitutional monarchy with a 2009 population of approximately 5.97 million. The country encompasses approximately 34,495 sq. miles. Its capital city, Amman, has a population of about 2.5 million; other major cities are az-Zarqa (472,830), Irbid (272,681), and al-'Aqaba (107,115). Approximately 70% of Jordan's population is urban and there are an estimated 1.7 million registered Palestinian refugees and other displaced persons, including Iraqis, residing in the country. (*Country Commercial Guide-Jordan, 2008; Background Note: Jordan, Bureau of Near Eastern Affairs, January 19, 2010*).

Relations between Jordan and the U.S. have been relatively close for six decades, although the first Gulf war significantly strained relations. The U.S. continues to work close with Jordan to improve economic and living conditions through a multitude of initiatives. In 2008, for example, the U.S. and Jordan signed a non-binding Memorandum of Understanding to provide monetary assistance to Jordan over a five-year period, subject to the appropriation and availability of funds.

3. Economic and Regulatory Environment

Key economic and demographic indicators relevant to the proposed project are summarized below (*Country Commercial Guide-Jordan, 2008; Background Note: Jordan, Bureau of Near Eastern Affairs, January 19, 2010*).

- (a) Jordan is a relatively small country with limited natural resources, a limited water supply, and poor energy resources. Consequently, the country is almost totally dependent upon oil and natural gas imports from Saudi Arabia and Egypt. Since

2007, it has placed increased emphasis upon the development of more indigenous and renewable energy sources. Electricity is relatively stable and readily available.

- (b) The nominal GDP (2009) of Jordan was \$21.92 billion with an annual growth rate of 3.2%. Underemployment and poverty, however, are significant problems for the economy, despite a continued boom in new construction. Cost-of-living increases are primarily due to continued increases in fuel costs.
- (c) Jordan is extremely dependent upon imports, which rose from \$5.5 billion to about \$14 billion between 2003 and 2007. Major suppliers are Saudi Arabia, the EU, China, U.S., Egypt, South Korea, Japan, and Turkey.
- (d) Exports from the U.S. currently account for approximately 16% of all Jordanian imports. The U.S.-Jordan Free Trade Agreement consistently creates advantages for U.S. exporters in that virtually all duties on goods traded between the U.S. and Jordan will be eliminated by 2011.
- (e) Primary areas of opportunity for U.S. firms are construction and real estate development, energy and power, hotel and restaurant equipment, and automotive spare parts and accessories. For example there are over \$10 billion in new construction and real estate projects currently underway.
- (f) Significantly, the demand for medical equipment and services is expected to dramatically increase over the next several years due to the rise in the number of public and private healthcare facilities and ongoing governmental reform and modernization initiatives. In addition, the planned \$1 billion a year medical tourism industry is expected to continue drawing patients from across the region, thus creating even greater opportunities for U.S. medical products and services.

Under King Abdullah, Jordan has undertaken a number of economic and regulatory reform initiatives which potentially may serve as a basis for increasing economic stability and growth. (*Sources: Country Commercial Guide-Jordan, 2008; Background Note: Jordan, Bureau of Near Eastern Affairs, January 19, 2010.*)

- (a) The government has eliminated most fuel and agricultural subsidies, passed a number of anti-corruption measures, and has initiated a gradual tax reform effort. It joined the World Trade Organization (WTO) in 2000 and signed an Association Agreement with the EU in 2001.
- (b) In 2001, Jordan signed the first bilateral free trade agreement between the U.S. and an Arab country. This agreement was fully implemented in January 2010 and completely eliminated duties on almost all goods and services. It also contains a number of labor/environmental provisions and provides for more open markets in

communications, construction, finance, health, transportation, and service sectors, as well as stricter application of international intellectual property protection measures.

- (c) The U.S. and Jordan signed the Science and Technology Cooperation Agreement in 2007 to strengthen scientific and research cooperation between the two countries. This and other initiatives have helped diversify Jordan's economy and increased the government's emphasis upon information technology (IT), pharmaceuticals and medical products, tourism, and other growth sectors.
- (d) Also, the Aquaba Special Economic Zone (ASEZ) is increasingly considered to be a model for future private sector-led economic growth.
- (e) As pointed out previously, the U.S.-Jordan Free Trade Agreement (signed in 2001) has consistently created advantages for U.S. exporters. Virtually all goods traded between the U.S. and Jordan will be covered by the agreement by 2011.

To summarize, the Jordanian government is gradually implementing policies to increase the transparency of the country's regulatory system and to encourage competition. As a result, many bureaucratic procedures have been streamlined, although red tape and opaque procedures still present some difficulties for importers and investors. The arbitrary application of customs, tax, labor, health, and other laws or regulations, particularly at the local government level, may occasionally impede investment.

4. Jordan Healthcare Sector

Jordan's healthcare system, according to most sources, is considered to be one of the best in the region. The country has become a major medical tourism destination due to its relatively high quality care, comparatively inexpensive patient rates, reasonably well-trained physicians, and the availability of advanced medical technologies. (*Sources: Country Commercial Guide, 2008; Definitional Mission for Health Sector Projects in Egypt and Jordan, USTDA, April, 2010*).

1. The Jordan Ministry of Health administers approximately 42 public hospitals and 56 modern private hospitals. The country provides health care services for its citizens and over 100,000 patients from neighboring countries annually.
2. Currently, there are approximately 15 large public hospitals with 150 patient beds or more, 16 medium-size with 76 to 150 beds, and 14 smaller public facilities having 1 to 75 patient beds.
3. The Royal Medical Services (RMS) constitutes a military hospital. There are two major university teaching hospitals and health services in other governmental entities (municipalities, school health at the Ministry of Education, and Health and Safety Department at the Ministry of Labor).

4. The private sector consists of private hospitals, private clinics, and diagnostic/supportive medical services centers (e.g. laboratories). In addition, the international/charity sector includes the United Nations for Relief and Works Agency (UNRWA) and clinics and health centers operated by local/foreign NGO's.
5. Primary healthcare sector reforms currently underway include (a) renovating and adding medical diagnostic devices/therapeutic equipment, (b) improving accessibility to quality healthcare, upgrading hospital infrastructure, and (c) developing/implementing health information systems.
6. The *product export potential* is in reality quite large and includes essentially the entire gamut of medical, diagnostic, radiological, and laboratory equipment, including the following specific examples:
 - (a) Medical X-ray Equipment, C-T Scanners, MRI, Pet Scanners,
 - (b) Physiological monitoring, sonography and kidney dialysis equipment, reagents for automated laboratories, laparoscopy surgery, endoscopy, cardiology equipment, cardiac surgery, ophthalmology, neurosurgery, oncology, medical supplies, electromedical and electro-diagnostic apparatus, UV/IR apparatus, surgical medical equipment, scopes, laparoscopic surgery sterilization equipment, and surgical instrumentation.
 - (c) Anaesthesia and operating theatres, hospital and clinical furniture, emergency response communications/transportation equipment.
 - (d) Orthopedic and prosthetic appliances, plastic surgery equipment and supplies, clinical lab diagnostic equipment.
7. In general, the best U.S. *service export prospects* include: (a) consulting in hospital administration, quality control, and certification standards; (b) training; and (c) hospital software for hospital administration and laboratory test results.

B. PROJECT SPONSOR CAPABILITIES/COMMITMENT

Electronic Health Solutions (EHS), a non-for-profit organization established in early 2009, is headquartered in Amman, the capital city of Jordan. The stated mission of the organization is to focus on deploying effective and proven- technologies that leverage the best clinical practices to serve public health in Jordan.

1. EHS's major asset is that it represents a non-profit partnership among the Kingdom's main healthcare stakeholders, including the Ministry of Health, the Ministry of Information and Communication Technology, the Royal Medical Services, the King Hussein Cancer Center, King Hussein Institute for Cancer and Biotechnology, the Royal Health Awareness Society, and the Private Hospital Association.

2. EHS promotes itself as an innovative, technology-driven organization that works on transforming the concepts and practices of health and medical care in Jordan through the provision of automation solutions that enhance the quality and efficiency of health care offerings. Currently, the non-profit company reports that it employs 50 administrative and IT professionals.
3. EHS's website states that it plans to implement a number of projects that are expected to have a quick and lasting impact on the health sector. Over the next five years, the company will concentrate its efforts on successfully implementing the above referenced *Hakeem* initiative. This program was launched in January 2009 and entails the utilization of the local broadband networking infrastructure to enable Jordanian physicians, nurses, pharmacists, medical technologists, and other health clinicians to electronically access the medical records of patients within the participating health facilities in Jordan with a click of a button.
4. *Hakeem* also is intended to enhance health providers' capacities to manage their inventory of medical supplies. This function will assist health facilities in ensuring the availability of medications at all times, and in reducing medication waste through accurately dispensing medications according to patients' particular needs.
5. EHS also envisions exploring the potential for collaboration with health authorities and health donors to develop and implement diverse e-health solutions. This includes studying the costing of basic health services, strengthening on-line health information sources, building the capacities of fresh graduates in the field of e-health, and introducing health awareness technologies for public media and local outreach.

While the representatives of EHS state that the non-profit organization is well-funded, the Reviewer has been unable to obtain either summary or detailed information regarding EHS's finances. Consequently, the Desk Study does not have a basis for addressing EHS's capacity to fully support the long-term implementation of the conversion project.

C. IMPLEMENTATION FINANCING

A strong positive regarding the potential success of the proposed project is the Jordanian government's documented record of heavily investing in the healthcare sector. The Ministry of Health has announced plans to continue investing heavily in hospital infrastructure, improving the quality of healthcare services, and developing/implementing country-wide health information systems.

Hakeem is the first national e-Health initiative in Jordan. Through the funding of *Hakeem*, EHS and its stakeholders have assigned a high priority to investing specialized resources in

the success of the program. This digital platform that supports the storage, retrieval and updating of the electronic health records of patients is envisioned as eventually being implemented by participating healthcare facilities throughout the entire country.

The Reviewer explicitly inquired about the size and extent that the Hakeem stakeholders plan to invest in the project. Representatives of the Project Sponsor state that the government's budget currently contains the \$15 to \$20 million required for the pilot project. In addition, the Jordan government plans to invest approximately \$200 million for new computing, equipment, software, and training/consulting services just for the initial 25% of the country-wide VistA implementation. The commitment of the Jordanian government, also is supported by the fact that it has a documented record of heavy investment over recent years in the country's healthcare system.

D. POTENTIAL U.S. CONTRACTORS

Selection of the U.S. Contractor by the Grantee will be carried out using a competitive process approved by the USTDA. The final contractor selection also must be approved by the USTDA. The Jordan DM report referenced earlier summarizes the required qualifications for the potential U.S Contractor, as well as the weighted selection criteria to be applied by the Grantee upon approval by the USTDA.

D-1: Project Team Requirements. The Project Team will include senior U.S. experts that are experienced in and fully familiar with the health information system sector, specifically in the fields of electronic health records, clinical transformation, evaluation, business planning and strategy, health care IT or biomedical engineering and health care economics or financial analysis. The experts will have demonstrated experience and education credentials to reflect the criteria as showed below.

Electronic Health Records Specialist

Experience: 10-years Experience with VistA including the core module (CPRS)

10-years Experience with ancillary systems such as lab, pharmacy, and radiology/imaging

Experience working on the two above fields in Jordan and/or the Middle East and North Africa Region.

Education: Advanced degree in Electronic Health Record and certified in Electronic Health Record (EHR)

Clinical Transformation Expert

Experience: 10-years experience with Electronic Health Records (EHR)
10-years experience with lab, pharmacy, and radiology/imaging
Experience working on the two above fields in Jordan and/or the Middle
East and North Africa Region

Education: Advanced degree in Electronic Health Record (EHR)

Evaluation Specialist

Experience: 10-years experience with healthcare evaluations
Experience working on the two above fields in Jordan and/or the Middle
East and North Africa Region

Education: Advanced degree in Public Health

Business Planning and Strategy Specialist

Experience: 10-years experience with electronic health records implementation
Experience working on the two above fields in Jordan and/or the Middle
East and North Africa Region.

Education: Advanced degree in Electronic Health Record (EHR)

Healthcare IT Specialist or Biomedical Engineer

Experience: 10-years hardware, networking, medical equipment integration.
Experience working on the two above fields in Jordan and / or the Middle
East and North Africa Region

Education: Advanced degree in Biomedical Engineering or IT

Healthcare Economist and Financial Analyst

Experience: At least 10 years management/planning experience, including financial
modeling and forecasting for medical facilities projects, infrastructure and
payments structures.
Experience in working with organizations involved financing medical facilities.
Experience working on refrigeration and industrial refrigeration projects in
Jordan. and / or the Middle-East and North Africa

Education: Advanced degree in Business Finance or Economics.

D-2: Application of Selection Criteria

The competitive selection of a U.S. Contractor for the proposed evaluation project, in the Reviewer's opinion, will be substantially enhanced by the requirement that a procurement notice will be published online through *Federal Business Opportunities* (www.fedbizopps.gov). Additionally, the application of the criteria as described below will further strengthen the selection process.

Selection Criteria	Maximum Point
1.0 General Experience and Qualifications (10 points)	
1.1 Overall experience of the firm	3
1.2 Overseas experience	3
1.3 Experience in Arab countries	4
2.0 Specific Applicable Experience & Knowledge Electronic Health Records Evaluation (15 points)	15
3.0 Approach and Methodology (35 points)	
3.1 Knowledge of proposed work and understanding of the services to be performed (as demonstrated by the specific details of the firm's proposal)	15
3.2 Appropriateness of the proposed methodology and work plan	15
3.3 Appropriateness of the proposed Training Program as demonstrated by the specific details of firm's proposal	5
4.0 Qualifications of Proposed Key Personnel (30 points)	
4.1 Qualifications of project leader	15
4.2 Qualifications of other team professionals	15
5.0 Overall Impression (10 points)	10
Total	100

D-3: Examples of U.S. Contractors

The Terms of Reference (TOR) specified in *Section J* of this Desk Study Report specifies that the selected Contractor will submit a detailed *Technical Approach and Work Plan*. The Plan will detail the commitment to conduct the evaluation project per the tasks, schedule, personnel, and deliverables outlined in the TOR.

There are a number of U.S. firms which have experience working with VistA and likely would have an interest in the proposed assessment project. Several representative examples are summarized below:

Hewlett Packard (HP). HP won the contract to implement VistA in the Oklahoma state veterans homes.

MedSphere Systems Corporation is a health IT company actively involved in migrating VistA to an open platform. It has recently implemented VistA in public and private healthcare facilities in Oklahoma and Texas and is currently deploying VistA in West Virginia.

Document Storage Systems (DSS) offers middleware that integrates COTS products with VistA. Its intimate knowledge of the VistA system has made it an important player in the growing VistA marketplace.

SAIC is a Fortune 500 company providing IT solutions to the private and public sectors, including the DOD Composite Health Care System (CHCS).

EDS is a major information services player in public and private sectors, and provides development and maintenance services to the VA for its VistA system.

Oleen Healthcare Information Management is a health IT services company with extensive experience in systems implementations and the "M" language environment used by VistA.

Other large IT companies, including **IBM, Perot Systems/Dell, Oracle, Novell, Red Hat,** and **Northrop Grumman,** are strong supporters of VistA. In addition, a number of small and mid-size companies and consultants offer a variety of VistA implementation and support services, such as **Blue Cliff, Mele Associates, Metro Computer Systems, Sea Island Systems, KRM Inc. and Informatix Laboratories.**

E. U.S. EXPORT POTENTIAL

Jordan's healthcare system, as pointed out previously, is by most accounts considered to be one of the best in the region. The system uses the latest technologies and has highly educated and well-trained physicians, many of whom have received some degree of training in the U.S. The influence of these physicians and their familiarity with U.S. medical products and technologies has provided an incentive for U.S. manufacturers and IT firms to aggressively enter the Jordanian market (*Source: Country Commercial Guide—Jordan, 2008*).

Estimation of U.S. Export potential for the proposed project includes the following considerations:

1. The proposal asserts that there is the potential for \$200 million in U.S. exports (hardware, software, and consulting services) in the initial 25% of the nationwide roll-out of VistA. In evaluating this assertion, the Reviewer analyzed the scenario of a 320-bed U.S. hospital that recently converted to the VistA "open source" system at a cost of \$6.4 million on their conversion. This comes to approximately \$20,000 per patient bed. Using this as a benchmark, it is reasonable to anticipate \$180 million to \$200 million in potential U.S. exports. Assuming that even 50% of this amount did indeed come to U.S. vendors and consultants, that amount has the potential resulting in \$90 million to \$100 million in U.S. exports for the first 25% of the country-wide implementation.
2. VistA, as pointed out above, is an "open-source" software package which is supported by a large number of U.S. firms. Indeed, Perot Systems/Dell, as mentioned in the proposal, has provided support for the current implementation. Thus U.S. firms (e.g., EDS/HP, Medsphere, DSS-INC), which have a documented track record with VistA and related IT applications will be strong potential competitors for future consulting contracts regarding expansion of the system throughout the Jordan healthcare system
3. USTDA support also will promote consideration of U.S. hardware and supporting software as the VistA implementation unfolds. As pointed out in the proposal, U.S. products such as computers/servers/high resolution monitors (*Dell, IBM, HP*), networks (*Cisco, Intel, Dell*), and imaging processing/voice recognition applications, and supplementary data bases (*Dragon, Oracle*) are viable possibilities.
4. U.S. firms also will have the opportunity to bid upon ongoing education/training contracts required for the implementation of VistA or other electronic health record applications over the next several years. USTDA support for the project will also enhance these opportunities, not just for U.S. companies, but for U.S. healthcare organizations and medical schools as well.

To summarize, USTDA support and the involvement of an U.S. Contractor in the outcomes assessment potentially will promote consideration of approximately \$180 million to \$200 million in U.S. hardware, supporting software, and consulting services as the VistA implementation unfolds throughout the Jordanian healthcare system.

F. FOREIGN COMPETITION & MARKET ENTRY ISSUES

There are a number of foreign companies which have worked with VistA and represent potential competition for U.S. firms. These include Sobha Renaissance (India) and the Taiwan Health Information Management Team (Taiwan). In addition, Daou Systems has experience with VistA and has an office located here in the U.S., but the company is part of Daou Tech, which is a South Korean entity.

While the U.S. remains Jordan's top trading partner, there are trends which indicate the unfolding of an increasingly competitive environment. For example, Jordan in 2002 entered into an economic association agreement with the European Union. In 2004, Jordan signed a Free Trade Agreement with Singapore and is currently considering free trade agreements with several other nations, including Turkey and Canada,

G. DEVELOPMENT IMPACT

The proposed study will provide clear evidence of whether the benefits achieved by the *Hakeem* pilot project justify the country-wide expansion of electronic health records. Such an expansion will potentially have several benefits: (a) Improved records management will enhance the quality and accessibility of Jordan's already above-average healthcare system; (b) The increase in quality will further strengthen Jordan's appeal as a destination for healthcare services and bolster the sector through "medical tourism"; (c) The cost savings achieved through better healthcare can be used to bolster both public and private savings/investment; and (d) Jordan will be able to capitalize upon its proximity to the Gulf and Arab healthcare market to become a hub for implementing/supporting electronic health record systems—this in term potentially will create expanded job opportunities in the IT sector as well as the potential for additional U.S. exports to the region.

H. IMPACT ON THE ENVIRONMENT

The proposed project is not expected to have any significant adverse environmental impacts. Indeed, it is anticipated that medical waste currently resulting from the duplication of laboratory tests and radiology examination results will be reduced, since filmless operations of the VistA will allow test results to be available system-wide. The Contractor, however, will conduct a preliminary environmental assessment of potential environmental impacts of the Project. If necessary, the Contractor will outline appropriate mitigation measures, management procedures, and monitoring programs.

I. IMPACT ON U.S. LABOR

There should be no adverse or negative impacts of the proposed TA project upon U.S. labor. The project will comply with U.S. Labor Impact regulations and will comply with internationally recognized workers' rights. Moreover, no U.S. businesses will relocate outside the U.S. as a direct result of this project. Nor will the project export materials or services result in any special export zones.

J. TERMS OF REFERENCE (TOR)

The Terms of Reference (TOR) for the proposed TA Project are displayed on the following pages. In the Reviewer's opinion, the TOR satisfies all USTDA requirements for the contractual scope of work.

K. TASK IMPLEMENTATION SCHEDULE

The proposed project is projected to take approximately 11 months with an estimated 5-month period between the pre- and post-evaluation phases. A projected *Task Completion Schedule* is displayed on the next page.

TASK IMPLEMENTATION SCHEDULE

	Month					
	1	2	3-8	9	10	11
Task 1: Project Start-Up and Kick-off	Home Field	Home Field				
Task 2: Development of Pre-Pilot Data	Home Field	Home Field				
Task 3: Collection of Post-Pilot Data			Home Field	Home Field		
Task 4: Analysis and Assessment of Pilot Result				Home Field	Home Field	
Task 5: Preliminary Technical and Financial Analysis of Electronic Records Expansion					Home Field	Home Field
Task 6: Input for a Business Plan for Rollout						Home Field
Task 7: Environmental and Social Assessment					Home Field	
Task 8: Development Impact					Home Field	
Task 9: Training of EHS Staff for Continuous Evaluation					Home Field	
Task 10: Final Report and Workshop					Home Field	Home Field

Note: This chart is intended to indicate the duration of tasks and provide guidance regarding the relative level of effort per task.

L. BUDGET FOR TOR

The budget for the proposed project is displayed in the Table on subsequent pages. In the Reviewer's opinion, the budget clearly is sufficient to accomplish the objectives and TOR requirements for the proposed study.

M. RECOMMENDATIONS

The Reviewer recommends the USTDA provide funding for the proposed project in the requested amount of \$567,605, subject to the considerations summarized below.

- (a) Timing of the USTDA grant award is critical. Based upon discussions with EHS representatives, award of the grant in the first quarter of 2011 should allow a sufficient amount of time to carry-out the outcome assessments as each VistA module is implemented over the remainder of this year and 2011.
- (b) The representatives of EHS state the Jordanian government is fully committed to full support and sponsorship of the proposed project and that the non-profit organization is well-funded. The Reviewers, however, have been unable to obtain (due to confidentiality issues) either summary or detailed information regarding the state of EHS's finances. The lack of such information leaves somewhat open the issue of whether this non-profit organization will have sufficient capital/resources to support the country-wide VistA implementation in the long-term.
- (c) USTDA support and the involvement of an U.S. Contractor in the outcomes assessment will promote consideration of U.S. hardware, supporting software, and consulting services as the VistA implementation unfolds throughout the Jordanian healthcare system.
- (d) The opportunity will be created for U.S. firms to bid upon ongoing education/training contracts required for the implementation of VistA or other electronic health record applications over the next several years. USTDA support for the project will undoubtedly enhance these opportunities, not only for U.S. companies, but also for U.S. healthcare organizations and medical schools as well.
- (e) The project potentially will increase the quality and accessibility of healthcare offered in Jordan and the region. As a result, U.S.--Jordan economic ties likely will be substantially strengthened to the benefits of U.S. firms in a variety of sectors.

The U.S. commercial firms listed as examples in *Section D* of this report are, in the Reviewer's opinion, well qualified to perform the multiple tasks delineated in the Terms of Reference (TOR). The required open solicitation of bids for the project will also identify additional U.S. companies potentially suitable for the project.

ANNEX 3



**U.S. TRADE AND DEVELOPMENT AGENCY
Arlington, VA 22209-2131**

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS

The purpose of USTDA's nationality, source, and origin requirements is to assure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

Except as USTDA may otherwise agree, each of the following provisions shall apply to the delivery of goods and services funded by USTDA under this Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from host country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for implementation of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in host country are not subject to the above restrictions. USTDA will make available further details concerning these standards of eligibility upon request.

NATIONALITY:

1) Rule

Except as USTDA may otherwise agree, the Contractor for USTDA funded activities must be either a U.S. firm or a U.S. individual. Prime contractors may utilize U.S.

subcontractors without limitation, but the use of host country subcontractors is limited to 20% of the USTDA grant amount.

2) Application

Accordingly, only a U.S. firm or U.S. individual may submit proposals on USTDA funded activities. Although those proposals may include subcontracting arrangements with host country firms or individuals for up to 20% of the USTDA grant amount, they may not include subcontracts with third country entities. U.S. firms submitting proposals must ensure that the professional services funded by the USTDA grant, to the extent not subcontracted to host country entities, are supplied by employees of the firm or employees of U.S. subcontractor firms who are U.S. individuals.

Interested U.S. firms and consultants who submit proposals must meet USTDA nationality requirements as of the due date for the submission of proposals and, if selected, must continue to meet such requirements throughout the duration of the USTDA-financed activity. These nationality provisions apply to whatever portion of the Terms of Reference is funded with the USTDA grant.

3) Definitions

A "U.S. individual" is (a) a U.S. citizen, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the U.S. (a green card holder).

A "U.S. firm" is a privately owned firm which is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. individuals, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership, organized in the U.S. with its principal place of business in the U.S., may also qualify as a "U.S. firm" as would a joint venture organized or incorporated in the United States consisting entirely of U.S. firms and/or U.S. individuals.

A nonprofit organization, such as an educational institution, foundation, or association may also qualify as a "U.S. firm" if it is incorporated in the United States and managed by a governing body, a majority of whose members are U.S. individuals.

SOURCE AND ORIGIN:

1) Rule

In addition to the nationality requirement stated above, any goods (e.g., equipment and materials) and services related to their shipment (e.g., international transportation and insurance) funded under the USTDA Grant Agreement must have their source and origin in the United States, unless USTDA otherwise agrees. However, necessary purchases of goods and project support services which are unavailable from a U.S. source (e.g., local food, housing and transportation) are eligible without specific USTDA approval.

2) Application

Accordingly, the prime contractor must be able to demonstrate that all goods and services purchased in the host country to carry out the Terms of Reference for a USTDA Grant Agreement that were not of U.S. source and origin were unavailable in the United States.

3) Definitions

"Source" means the country from which shipment is made.

"Origin" means the place of production, through manufacturing, assembly or otherwise.

Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.

ANNEX 4

Grant Agreement

GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and Hashemite Kingdom of Jordan, acting through the Jordanian Ministry of Planning and International Cooperation, acting through Electronic Health Solutions, a non-profit company registered in Jordan ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US\$567,605 ("USTDA Grant") to fund the cost of goods and services required for a feasibility study ("Study") on the proposed Electronic Health Records Project ("Project") in Jordan ("Host Country").

1. USTDA Funding

The funding to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the Study ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

2. Terms of Reference

The Terms of Reference for the Study ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The Study will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the Study shall also be included in the Contract.

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials, and commercial entities, in their respective countries. The parties to this Grant Agreement and the Contractor shall observe these standards, which include not accepting payment of money or anything of value, directly or indirectly, from any person for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the Study.

4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.

5. USTDA as Financier

(A) USTDA Approval of Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities* (www.fedbizopps.gov). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

(B) USTDA Approval of Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 17 below upon selection of the Contractor to perform the Study. Upon approval of this selection by USTDA, the Grantee and the Contractor shall then enter into a contract for performance of the Study. The Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the Study that they were not selected.

(C) USTDA Approval of Contract Between Grantee and Contractor

The Grantee and the Contractor shall enter into a contract for performance of the Study. This contract, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing. To expedite this approval, the Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 17 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract.

(D) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the

Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

(E) Grant Agreement Controlling

Regardless of USTDA approval, the rights and obligations of any party to the contract or subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and any contract or subcontract funded by the Grant Agreement, the Grant Agreement shall be controlling.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant funds directly to the Contractor only after USTDA approves the Grantee's contract with the Contractor.

(B) Contractor Invoice Requirements

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the Study by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

7. Effective Date

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature.

8. Study Schedule

(A) Study Completion Date

The completion date for the Study, which is June 1, 2012, is the date by which the parties estimate that the Study will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

9. USTDA Mandatory Clauses

All contracts funded under this Grant Agreement shall include the USTDA mandatory clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA mandatory clauses, except for clauses B(1), G, H, I, and J.

10. Use of U.S. Carriers

(A) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(B) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

11. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

12. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

13. Cooperation Between Parties and Follow-Up

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (as defined in Clause I of Annex II), the Grantee agrees to respond to any reasonable and relevant inquiries from USTDA about the status of the Project. USTDA will make any such inquiries as part of its process of evaluating successful developmental and/or commercial results of the Study.

14. Implementation Letters

To assist the Grantee in the implementation of the Study, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by the Grant Agreement. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by the Grant Agreement.

15. Recordkeeping and Audit

The Grantee agrees to maintain books, records, and other documents relating to the Study and the Grant Agreement adequate to demonstrate implementation of its responsibilities under the Grant Agreement, including the selection of contractors, receipt and approval of contract deliverables, and approval or disapproval of contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the Study and the Grant Agreement.

16. Representation of Parties

For all purposes relevant to the Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by the Ministry of Planning and International Cooperation. The parties hereto may, by written notice, designate additional representatives for all purposes under the Grant Agreement.

17. Addresses of Record for Parties

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through a wire or electronic medium which produces a tangible record of the transmission, such as a telegram, cable or facsimile, and will be deemed duly given or sent when delivered to such party at the following:

To: Mr. Ghassan Al-Lahham
CEO, Electronic Health Solutions
King Abdullah II Bin Al Hussein Street,
Mecca Street Cross Circle
P.O. Bos 4408
Amman 11953
Amman, Jordan

Phone: 962 6 5800 461/ 962 7 9558 9777
Fax: 962 6 5800 463/ 962 6 5800 464
Email: ceo@ehs.com.jo

To: U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 11 11/12 1001
Activity No.: 2011- 21004A
Reservation No.: 2011028
Grant No.: GH201121028

18. Termination Clause

Either party may terminate the Grant Agreement by giving the other party thirty (30) days advance written notice. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the Study, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the written notice of termination.

19. Non-waiver of Rights and Remedies

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

20. U.S. Technology and Equipment

By funding this Study, USDA seeks to promote the project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Government of the United States of America and the Hashemite Kingdom of Jordan, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

**For the Government of the
United States of America**

By: 

Date: 23/12/2010

For the Hashemite Kingdom of Jordan

By: 

Date: 23/12/2010

Annex I – Terms of Reference

Annex II – USTDA Mandatory Clauses

Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and Hashemite Kingdom of Jordan, acting through the Jordanian Ministry of Planning and International Cooperation, acting through Electronic Health Solutions, a non-profit company registered in Jordan ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the feasibility study ("Study") for the Electronic Health Records project ("Project") in Jordan ("Host Country"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

All contracts funded under the Grant Agreement, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the contract has been formally approved by USTDA or until the contract conforms to modifications required by USTDA during the contract review process.

(2) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract

or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

D. Recordkeeping and Audit

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the contract term and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(2) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

F. Workman's Compensation Insurance

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

G. Reporting Requirements

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the Study. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, and fax number. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

H. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds will be made only after USTDA approval of this contract. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor a photocopy of an English language version of a signed contract or a final negotiated draft version to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon receipt by USTDA of an approved Final Report in accordance with the specifications and quantities set forth in Clause I below. Invoicing procedures for all payments are described below.

(3) Contractor Invoice Requirements

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available from USTDA) with the first invoice. The Client shall request disbursement of funds by USTDA to the Contractor for performance of the contract by submitting the following to USTDA:

(a) Contractor's Invoice

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

(i) For a mobilization payment (if any):

"As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(ii) For contract performance milestone payments:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(iii) For final payment:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(b) Client's Approval of the Contractor's Invoice

(i) The invoice for a mobilization payment must be approved in writing by the Client.

(ii) For contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement."

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client. "

(c) USTDA Address for Disbursement Requests

Requests for disbursement shall be submitted by courier or mail to the attention of the Finance Department at USTDA's address listed in Clause M below.

(4) Termination

In the event that the Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for reasonable and documented costs which have been incurred in performing the Terms of Reference prior to termination, as well as reasonable wind down expenses. Reimbursement for such costs shall not exceed the total amount of undisbursed Grant funds. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the reasonable and documented costs incurred in performing the Terms of Reference prior to termination.

I. USTDA Final Report

(1) Definition

"Final Report" shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such "Final Report" is described therein, "Final Report" shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

(a) One (1) complete version of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

(b) One (1) copy of the Final Report suitable for public distribution ("Public Version"). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) copy of the Public Version of the Final Report to the Foreign Commercial Service Officer or the Economic Section of the U.S. Embassy in Host Country for informational purposes.

(3) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, USTDA's mailing and delivery addresses. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version." The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version." The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U. S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of

USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's mailing and delivery addresses, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

"The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution."

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

J. Modifications

All changes, modifications, assignments or amendments to this contract, including the appendices, shall be made only by written agreement by the parties hereto, subject to written USTDA approval.

K. Study Schedule

(1) Study Completion Date

The completion date for the Study, which is June 1, 2012, is the date by which the parties estimate that the Study will have been completed.

(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

L. Business Practices

The Contractor agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a governmental official or private individual) for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the Study. The Client agrees not to receive any such payment. The Contractor and the Client agree that each will require that any agent or representative hired to represent them in connection with the Study will comply with this paragraph and all laws which apply to activities and obligations of each party under this Contract, including but not limited to those laws and obligations dealing with improper payments as described above.

M. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

Fiscal Data:

Appropriation No.: 11 11/12 1001
Activity No.: 2011- 21004A
Reservation No.: 2011028
Grant No.: GH201121028

N. Definitions

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Grant Agreement.

O. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Client nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

ANNEX 5

Terms of Reference

Annex I

Terms of Reference

Background and Objectives

The purpose of this Study is to assist Electronic Health Solutions ('Grantee') in determining the feasibility of implementing the Hakeem Electronic Health Records pilot project throughout Jordan. This national initiative includes undertaking a pilot project to implement the Hakeem system using open software from the U.S. Veterans Administration's (VA) VistA Hospital Information System. The Study will assess the effectiveness of this pilot implementation through the use of 15 to 20 Key Performance Indicators (KPI's).

The designated Contractor shall (1) assist in the selection of the 15 to 20 KPI's to be collected at the three pilot facilities, (2) conduct the "retroactive" extraction of KPI base-line data from the samples of existing patient records at each of the three pilot facilities, and (3) collect and analyze the KPI's at each of the pilot facilities following installation of the various VistA modules. Based upon the analysis, the U.S. Contractor shall suggest methods to improve the efficiency of the VistA implementation methodology and create a Business Plan with recommendations on expanding the electronic records solution on a national level.

The Grantee shall provide project management support; local project implementation information, including, but not limited to, information pertaining to project costs and site conditions and information relating to financing market opportunities; and assistance in obtaining necessary information from relevant entities. The Contractor shall coordinate with the Grantee and the Hashemite Kingdom of Jordan Ministry of Health to address all issues related to the feasibility of developing and implementing a national electronic health records system in accordance to Jordanian laws and regulations as specified in these Terms of Reference

Task 1: Project Start-Up and Kick-off

The Contractor shall travel to Jordan and meet with the Grantee (EHS) in Amman to discuss the basis for the project and its objectives. The Grantee will brief the Contractor on the current status of the pilot rollout. As part of this task, the Contractor will:

- Meet with EHS staff to discuss overall Study strategy, objectives, and deliverables
- Meet with the following key parties to confirm common understanding of Study objectives:

- Staff of pilot facilities
- Ministry of Information and Technology (EHS board member(s) from this ministry)
- Ministry of Health (EHS board member(s) from this Ministry)
- Chairman of EHS Board
- Research the U.S. VA VistA Hospital Information System that the pilot will be based upon, including methodology, outcomes and evaluation literature.
- Finalize the work plan and data collection strategy.

The Grantee will make available from its staff a point of contact to help the Contractor access facilities and establish contacts. In addition, the point of contact will help arrange short-term support to the Contractor from technical experts within EHS.

Deliverable: The Contractor shall prepare an Inception Report describing the work performed under Task 1 and the Study's methodology and timeline. The Inception Report will also include a work plan.

Task 2: Collection of Baseline Data

Under this Task, the Contractor shall reach agreement with the Grantee and the Hashemite Kingdom of Jordan Ministry of Health on a minimum of 15, but not more than 20, KPIs for measuring the pilot project results and collecting the baseline data for these indicators.

Given the timeline of the Study, the KPIs may need to be measured as intermediate results that predict final outcomes. Extrapolating final outcomes from intermediate outcomes is required due to the fact that measuring the full impact of some benefits requires more time than is available. Looking at chronic disease management, for example, the study will be able to measure the degree of compliance responding to reminders for diabetes care. The study will not be able to use available data, however, to determine whether there will be certain long-term health benefits (e.g. reduction in amputations and blindness).

The Contractor shall analyze the pilot data and give a qualitative, and, when possible, quantitative assessment of what the expected impact will be. In cases where intermediate results are used, the Contractor should be familiar with the evaluation literature and U.S. VA experience to similarly extrapolate final outcomes from the intermediate results. The contractor shall focus only on KPIs that can be measured within the Study duration. The KPIs selected should cover the following categories of results:

- Health outcomes
- Capacity building for local sustainability
- Clinical transformation
- Project management and execution
- End user training

- Reduction of service costs (patient scheduling, lab turn-around time, physician time to treat, unnecessary tests, savings from utilizing filmless electronic imaging technologies, etc.).

The data collection will be conducted at the three pilot facilities: Prince Hamzah Hospital (PHH), King Hussein Cancer Center (KHCC), and Amman Comprehensive Clinic (ACC). The Contractor will conduct the "retroactive" extraction of KPI base-line data from samples of existing patient records (i.e., records documented prior to the VISTA system going live) at each of the above three pilot facilities.

The Contractor shall refine the KPIs in consultation with the Grantee. Close discussion will be required with the Grantee to reach an acceptable list of KPIs. The Contractor shall also:

- Provide a draft of the Task 2 deliverable to confirm a common understanding with the Grantee.
- Collect the retroactive baseline data for the KPIs. Where there are gaps in baseline data for a KPI, a mitigation strategy should be developed to define ways of measuring impact. Data collection is expected to span three to five weeks.
- Conduct structured interviews with patients, providers, and healthcare funders to provide a baseline for the qualitative analysis that will provide context and facilitate interpretation of the quantitative results.

Deliverable: The Contractor shall prepare a report of all the work performed under this Task 2, including a Baseline Data Report containing a detailed report of the baseline findings as well as the raw data. The Grantee will approve a draft of the report before the Contractor finalizes it.

Task 3: Collection of Post-Pilot Data

The Contractor shall return to Jordan 6 months after the pilot has begun to collect post-pilot data. The 6-month period is provided to allow time for the effects of the new electronic records to be evident at the pilot locations. As part of this task, the Contractor shall:

- Collect data 6 months after the pilot has begun to compare with the baseline data and determine the effects of the pilot.
- Conduct follow-up structured interviews with patients and medical care providers.

Deliverable: The Contractor shall prepare a report of the work performed under this Task 3, including a Post-Pilot Data Report of the raw data collected.

Task 4: Analysis and Assessment of Pilot Result

The Contractor shall analyze all of the data collected to determine the results of the pilot. The analysis will examine the KPIs to establish the magnitude of effect, if any, of the use of electronic health records on each of the indicators used. The analysis will also use documented evidence of impacts observed in the U.S. Veterans Affairs as a benchmark.

The analysis will include a cost-benefit analysis and a cost-effectiveness analysis for each of the pilot sites. The analysis will also look at the sustainability of the system at the pilot sites and at the national level.

In addition to establishing the results of the pilot project, the Contractor shall also analyze the implementation of the pilot and recommend ways in which implementation can be improved during the expansion. The Contractor shall:

- Assess the results of the pilot against the KPIs.
- Conduct the cost-benefit and cost-effectiveness analyses of the pilot.
- Create a description of actual pilot implementation/operation compared to planned pilot implementation/operation and assess the efficiency of the pilot execution. The Grantee will provide background material regarding the scope and time-frame of the pilot project to facilitate this task.
- Analyze user acceptance and satisfaction.
- Assess the ability of the system as executed under the pilot to ensure patient and provider privacy.
- Assess the sustainability of the new system given operating costs, value to the facilities, and usability by staff, capacity of staff to use effectively, privacy concerns, and other factors.
- Document lessons learned from the pilot.

Deliverable: The Contractor shall prepare a report of all the work performed under this Task 4, including a Pilot Appraisal Report containing a detailed write-up of the pilot results and lessons learned.

Task 5: Preliminary Technical/Financial Analysis of Electronic Records Expansion

The Grantee is mandated with facilitating the expansion of electronic health records in Jordan. The Grantee is in the process of defining the best strategy for fulfilling this mandate and expects lessons from the pilot project to inform the strategy. The Grantee will initially focus on public sector facilities. For public facilities, the Grantee is expected to provide electronic health records through a "turn-key" model when requested by the Ministry of Health, the Royal Medical Services (RMS), or a university hospital. Under this model, the Grantee would conduct needs assessments, design the system, purchase the necessary hardware, train staff, and install the new system. Private institutions will be able to acquire services as needed from EHS.

The Contractor shall examine the Jordanian health sector to identify opportunities for expanding the Grantee's pilot, given its mandate. To conduct this analysis, the Contractor will collect and reference existing studies related to health records in Jordan.

The Contractor will also reference the results of the pilot evaluation. This assessment will describe the technical requirements and provide a basic financial analysis for expansion. The Contractor shall:

- Examine the legal, policy, and procedural issues related to sharing records across institutions both within institutions of the same type (private, public and RMS) and across institutions of different types in Jordan.
- Prepare potential scenarios for the rollout of the system within the following five categories: public hospitals, RMS hospitals, private hospitals, university hospitals, and stand-alone clinics. The five scenarios shall also provide for how the system will be implemented in large, medium, and small facilities within each category. This will help to address differences in bed capacity/occupancy rates, scope and mix of programming, staffing and support services, etc.

Jordan currently has approximately 15 large public hospitals with 150 patient beds or more, 16 medium sized hospitals with 76 to 150 beds, and 14 smaller public facilities having 1 to 75 patient beds.

- For each scenario, prepare financial projections for implementing the electronic records system based on cost estimates for hardware, networking, software, and services. Assumptions made in the financials should be clearly explained.
- Identify risk factors in the financial analysis, test the sensitivity of the Project to them, and propose mitigating measures. Undertake sensitivity analysis by testing key variations.
- Prepare a cost-benefit analysis calculated on the basis of non-incremental and incremental economic benefits and economic costs (including economic capital, operation, and maintenance costs) in constant economic prices. In addition to including the financial benefits to medical facilities, the analysis will account for benefit streams such as improved health outcomes and reduced household expenditure on medical treatment and prescriptions.
- Provide a list of sources of U.S. equipment, supplies, software, and services that may be used during Project rollout. A report of potential suppliers and contact information shall be presented as an Annex to the deliverable.

Deliverable: The Contractor shall prepare a report of the work performed under Task 5, including a financial model based on assumptions, input, and results of the financial modeling with all the financial indicators.

Task 6: Input for a Business Plan for Rollout

The Contractor shall provide inputs for a business plan for use by EHS in the expansion of the electronic records system, based on the technical and financial analysis conducted under Task 5. EHS shall be responsible for preparing the business plan, and the Contractor shall provide the following inputs for use by EHS in creating the business plan:

- Identify likely sources of financing. The Contractor shall describe potential financing sources such as the Ministry of Health, World Bank, the U.S. Agency for International Development, the Export-Import Bank of the United States, the Overseas Private Investment Corporation, and other international financial

institutions that have already made significant investments of time, effort and capital in the Jordanian health sector.

- Identify national level issues that would need priority attention, such as procedures/institutions for ensuring compatibility between organizations as the system grows, the regulatory environment, privacy concerns, any need for central record keeping, and public awareness campaigns.
- Present advantages and disadvantages for different rollout scenarios identified under Task 5.
- Recommend modifications to the methodologies and protocols used during the pilot phase based on lessons learned.

Deliverable (a): The Contractor shall prepare a report of all the work performed under this Task 6, including inputs for a business plan for the increased use of electronic records.

Deliverable (b): The Contractor shall prepare a PowerPoint presentation on electronic health records for the Grantee's use. The presentation will describe the results of the pilot phase in a format suitable for the Grantee to use when explaining the project to future facility administrators and potential financiers.

Task 7: Preliminary Environmental and Social Assessment

The Contractor shall prepare a preliminary review of the project's anticipated environmental and social impact with reference to local requirements and those of multilateral lending agencies (such as the World Bank). The Contractor's review shall identify potential negative impacts, discuss the extent to which they can be mitigated, and develop plans for a full environmental and social impact assessment if and when the project moves forward to the implementation stage.

Deliverable: The Contractor shall prepare a preliminary environmental and social assessment.

Task 8: Development Impact

The Contractor shall conduct a host country development impact analysis. The host country development impacts analysis is intended to provide the Project's decision-makers and interested parties with a broader view of the Project's potential effects on the host country. The analysis shall focus on what development impact is likely if the Project is implemented according to the Study recommendations. While specific focus shall be paid to the immediate impact of the Project, analysis shall include any additional developmental benefits that may result from the Project's implementation, including spin-off and demonstration effects. The factors to be considered shall include, but are not limited to, the following:

Infrastructure – The Contractor shall assess the infrastructure created as a result of the Project. The Contractor shall also analyze the impact that the

infrastructure changes will have both on Jordan nationally and on the locations where the electronic health records system is implemented.

Market-Oriented Reform – The Contractor shall provide a description of any regulation, laws, or institutional changes that are recommended by the Contractor and the effect they would have if implemented.

Human Capacity Building - The Contractor shall assess the number and type of local positions that would be needed to operate the proposed Project, as well as the number of local people who would need to receive additional training after the study is concluded; the contractor also shall provide a description of the necessary additional training programs. The Grantee anticipates that implementation of the Project would lead to a substantial increase in employment.

Technology Transfer and Productivity Enhancement - The Contractor shall include a description of any advanced technologies that would be utilized and/or developed as a result of the Project. The Contractor shall include a description of any efficiency that would be gained. This analysis should draw on the earlier economic analysis.

Other - The Contractor shall describe any other developmental impacts or benefits that would result from the project, such as follow-up or replication projects, improved health, or improved financial revenue flows to the Host Country.

Deliverable: The Contractor shall prepare a Development Impact Report.

Task 9: Training of EHS Staff for Continuous Evaluation

The Contractor shall provide training to EHS staff to prepare such staff to undertake continuous evaluation of the electronic health records system as it is expanded across Jordan. The Grantee shall provide facilities for the training. The Contractor shall provide three two-hour training sessions; each session shall include at least five EHS staff members. The Contractor shall provide training concerning:

- The KPIs with greatest applicability to the facilities in Jordan.
- How to collect the data needed to report on the KPIs.
- How to maintain the database of KPIs.
- How to conduct the qualitative analysis required to provide context for the KPIs.

Deliverable: The Contractor shall provide the training described under this Task 9.

Task 10: Final Report and Workshop

The Contractor shall prepare and deliver to the Grantee, the Hashemite Kingdom of Jordan Ministry of Health and USTDA a substantive and comprehensive final report of

all work performed under these Terms of Reference ("Final Report"). The Final Report shall be organized according to the above tasks, and shall include all deliverables, documents and training materials that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

In addition to with the copies of the Final Report required by Clause I of Annex II of the Grant Agreement, the Contractor also shall provide the Grantee 6 copies of the English – language version of the complete Final Report on CD-ROM and 6 copies of the Arabic-language version of the complete Final Report on CD-ROM.

The Contractor will also conduct a workshop in Jordan explaining the results of the Study and describing the results of the pilot evaluation to the appropriate members recommended by EHS.

Deliverable: Final Report and "Next Steps Workshop," which will be an event conducted by the Contractor presenting the Contractor's findings and recommendations.

Notes:

- (1) **The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.**
- (2) **The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.**
- (3) **The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed**

ANNEX 6

COMPANY INFORMATION

A. Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers:

2. Year established (include predecessor companies and year(s) established, if appropriate).

3. Type of ownership (e.g. public, private or closely held).

4. If private or closely held company, provide list of shareholders and the percentage of their ownership.

5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (*) next to the names of those principal officers who will be involved in the Feasibility Study.

6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).

7. Project Manager's name, address, telephone number, e-mail address and fax number.

B. Offeror's Authorized Negotiator

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

C. Negotiation Prerequisites

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Feasibility Study as proposed and reflect such impact within the project schedule.

2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

D. Offeror's Representations

Please provide exceptions and/or explanations in the event that any of the following representations cannot be made:

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____. The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Feasibility Study. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.

2. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of _____. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____

E. Subcontractor Profile

1. Name of firm and business address (street address only), including telephone and fax numbers.

2. Year established (include predecessor companies and year(s) established, if appropriate).

F. Subcontractor's Representations

If any of the following representations cannot be made, or if there are exceptions, the subcontractor must provide an explanation.

1. Subcontractor is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____ . The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the Offeror is selected, to execute and deliver a subcontract to the Offeror for the performance of the Feasibility Study and to perform the Feasibility Study. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.

2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.

3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.

4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.

5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____