

**CHEROKEE NATION
REQUEST FOR PROPOSAL
ELECTRONIC NOTIFICATION SYSTEM**



**Purchasing Department
On behalf of
Health Services**

**CHEROKEE NATION
P.O. Box 948
Tahlequah, OK 74465
(918) 453-5000**

REQUEST FOR PROPOSAL ELECTRONIC NOTIFICATION SYSTEM

Introduction:

The Cherokee Nation is the federally recognized government of the Cherokee people and thereby has sovereign status granted by treaty and law. Tribal sovereignty is the right to self-governance. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation. The jurisdictional area of the Cherokee Nation (hereinafter "Nation") covers 14 counties.

The Health Services Group administers patient care and oversight for the transactions with the full support of Cherokee Nation. The Nation is seeking proposals from interested parties to provide electronic notification services for the Health Services Group. Complete information regarding the scope of work and specifications is provided in this Request for Proposal (RFP).

The Nation is requesting proposals from qualified companies with knowledge and previous experience providing such platforms for organizations similar in size and scope. It is the goal of the Cherokee Nation to be a leader in all aspects of healthcare. The Cherokee Nation operates a network of eight (8) ambulatory health clinics, one (1) hospital in a 14 county area of northeastern Oklahoma.

The Nation will be accepting proposals from Indian and Non-Indian parties. Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Indian preference will be applied in accordance with Cherokee Nation Acquisition Management Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.

General Information:

1. **Purpose of the Request for Proposal (RFP):** The NATION, is soliciting detailed, proposals from contractors interested in providing scanning services for the NATION. The complete scope of work and specifications are included in this RFP.
2. **TERO CERTIFICATION & INFORMATION:** Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Proof of TERO certification must accompany and be included in proposal submittal.

TERO requirements apply to award of contract. Successful bidder must complete required TERO paperwork and pay all applicable fees in accordance with Legislative Act 30-12 for this project.

Please direct any questions for Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) in written format by deadline of **November 09, 2023 by 5:00 p.m. CT** to email michelle-parsons@cherokee.org as specified in this RFP. These questions will be addressed by TERO and included in any addendum issued by **November 14, 2023 by 5:00 p.m. CT** on the Nation's public website www.cherokeebids.org with bid announcement (reference sections 6, 7, 8, and 9).

3. **Conflict of Interest and Restrictions:** If any contractor, contractor's employee, subcontractor, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract, it shall be declared in writing and submitted to Cherokee Purchasing at stated email contact no later than **November 09, 2023 by 5:00 p.m. CST.** The NATION will determine in writing if the conflict is significant and material and if so, may eliminate the contractor from submitting a proposal.
4. **Verbal Instructions:** Interested parties shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any Cherokee Nation employee. Only written communications from the designated Contact Person at Cherokee Nation may be considered a duly authorized expression on behalf of the NATION regarding this RFP. Additionally, only written communications from interested parties are recognized as duly authorized expressions on behalf of the vendor. The same instructions shall apply to any subsequent award and agreement communications.
5. **Contact Person:** Any additional information required or questions regarding this RFP should be submitted, by specified deadline, in written format only to: Michelle Parsons at michelle-parsons@cherokee.org.
6. **Contractor's Review and Questions:** Contractor's should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Contractor's shall put these comments and/or questions in writing and submit them to the Cherokee Purchasing Department (Attn: Michelle Parsons) no later than **November 09, 2023 by 5:00 p.m. CT** to listed email.
7. **Addendum to the RFP:** The NATION reserves the right to issue written addendums to revise or clarify the RFP, respond to questions, and/or extend the due date of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, and will be posted on the Nation's bid website www.cherokeebids.org with bid announcement no later than **November 14, 2023 by 5:00 p.m. CT.** No interpretation of the proposal specifications will be made to any interest party orally. Failure to receive any issued addendum or interpretation shall not relieve responding party from any obligation contained in submitted proposal. All addenda so issued shall become part of the contract documents.
8. **Deadline for Receipt of Proposals:** Proposals may be emailed to Michelle Parsons at michelle-parsons@cherokee.org. Emailed proposals must be received no later than **November 20, 2023 by 5:00 p.m. CT.** Proposals received after this deadline will not be considered for award. No responding party may withdraw their proposal within 90 days after proposal due date.

Email containing proposal must be received by **November 20, 2023 by 5:00 p.m. CT the subject line of the email must state: Proposal for Electronic Notification System. Proposals will be accepted from Indian and Non-Indian owned responding parties. Any proposal not received by the stipulated deadline will not be accepted or considered for award.**

9. **Cancellation of the RFP:** The NATION retains the right to cancel, modify or amend the RFP process at any time, at the NATION's sole discretion. The NATION shall not be responsible for costs incurred by contractors for proposal preparation.
10. **Proposal Withdrawal and Correction:** A proposal may be corrected or withdrawn by a written request received prior to the date of opening proposals.
11. **Multiple Proposals:** The NATION shall not accept multiple proposals from the same contractor.
12. **Disclosure of Proposal Contents:** A proposal's content shall not be disclosed to other contractor's.
13. **Retention of Proposals:** All proposals and other material submitted become the NATION's property and may be returned only at NATION's option.
14. **Cost of Proposal Preparation:** Any and all costs incurred by contractor's in preparing and submitting a proposal are the contractor's' responsibility and shall not be charged to the NATION or reflected as an expense of the resulting contract.
15. **Delivery of Proposals:** NATION assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
16. **Media Announcements:** Any and all media announcements pertaining to this RFP require the NATION's prior written approval.
17. **Other Governmental Requirements:** It is the responsibility of the contractor to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
18. **Qualification of Responding Party:** The Nation may make such investigations as deemed necessary to determine the ability of the responding party to perform the work. The responding party shall furnish to the Nation all such information and data for this purpose upon request. The Nation reserves the right to reject any proposal if the evidence submitted by, or investigation of, such responding party fails to satisfy the Nation such responding party is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.
19. **Binding Contract:** This RFP does not obligate the NATION or the selected contractor until a contract is signed and approved by both parties. If approved, it is effective from the date of final approval by the Contracting Officers. The NATION shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract.
20. **Concerns with the Special or General Provisions:** If a contractor has concerns with either the Special or General Provisions, they should put their comments and/or questions in writing and submit them to Cherokee Acquisition Management (Attn: Michelle Parsons) no later than **November 09, 2023 by 5:00 p.m. CT.** This will allow time for an addendum to the RFP to be issued, if required, to all recipients of the initial RFP.

The NATION reserves the right to not award or to cancel the award of a contract to a contractor who will not agree to all of the Special or General Provisions of said contract. It is the intent of the NATION to utilize only the NATION'S terms and conditions for any subsequent agreement based on award from this RFP.

An award for this project will be made subject to available funding. Firms are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

- 21. Governing Laws and Contract:** The Cherokee Nation will make this RFP and the successful Contractor's proposal a part of the contract. This RFP and any subsequent contract and related documents shall be construed under the laws of the United States and where applicable, the Cherokee Nation. Nothing in this RFP, any subsequent documents or contract or related documents shall be construed as a waiver of limitation upon the Nation's sovereign immunity. To the extent this statement is found to be inconsistent with any other language in this RFP or any subsequent document or contract or related document, this statement shall control. This statement shall survive the completion or termination of any subsequent contract. In the event of any dispute which may affect this Agreement, the Contractor agrees the Agreement shall be governed by the laws of the United States, and where applicable, the laws of the Cherokee Nation. The Cherokee Nation will make the final decision on the contract format to be utilized for any award(s) under this procurement. There will be no Arbitration, Mediations or Indemnification clauses, and the Nation will not waive sovereign immunity. By submitting a proposal in response to this RFP, the Contractor agrees to these terms and conditions.
- 22. Additional Terms and Conditions:** The NATION reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the scope of the original RFP and will be limited to price, clarification, definition, and administrative and legal requirements.
- 23. Contract Negotiations:** Upon completion of the evaluation process, contract negotiations may commence. If the selected contractor fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform the contract for any reason, including completion of the project within the amount of funds available for the project and/or as proposed, the NATION may terminate negotiations and negotiate with the next highest ranked contractor, or terminate award of the contract. The NATION shall not be responsible for costs incurred by the contractor resulting from contract negotiations.

Terms and Conditions

Acceptance of Conditions Governing the Procurement: Vendors must indicate their acceptance of conditions governing this procurement in their cover letter.

Incurring Cost: Any costs incurred by the vendor in preparation, transmittal, or presentation of any proposal, or material submitted in response to this RFP shall be borne solely by the vendor. The vendor is responsible for all costs associated with travel for on-site demonstrations

Amended Proposals: Any vendor may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter.

Vendor's Right to Withdraw Proposal: Vendors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The vendor must submit a written withdrawal request addressed to Michelle Parsons at michelle-parsons@cherokee.org.

Proposal Offer Firm: Responses to this RFP, including proposal prices, will be considered firm for 90 days after the date of receipt of the proposal.

Proprietary Information: Any restriction on any data included in any proposals must be clearly stated in the proposal itself. Each and every page of the proprietary material must be labeled or identified with the word "PROPRIETARY".

Vendor's Right to Withdraw Proposal: Vendors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The vendor must submit a written withdrawal request addressed to Michelle Parsons, at michelle-parsons@cherokee.org.

Location of Services: Location sites within the 14 county reservation.

Term of Proposed Contract: NATION anticipates establishing a contract with a performance period starting from date of last signature on agreement and ending September 30, 2024 with the option to renew for four (4) additional fiscal years based on need, satisfactory performance, mutual agreement of both parties, and funding availability through September 30, 2028.

General Responsibility: The successful contractor will provide all necessary tools, equipment, parts, supplies, labor and supervision to provide health records scanning services for the Nation's Health Services Group as outlined in RFP scope of work.

Contractor's Compensation: Compensation to the contractor shall be based on specific price and/or rates identified in the Contractor's proposal, as negotiated. This shall include any proposed subcontractor pricing.

Subcontracts: Contractor is solely responsible for fulfillment of the contract terms. NATION will make payments only to the Contractor. Contractor must identify in response to this RFP any subcontractors that may perform services on the project. Except for those subcontractors identified by the Contractor in response to the RFP, Contractor shall not subcontract any portion of the services to be performed under this contract without prior written approval of NATION. The NATION reserves the right to approve or disapprove any subcontractors.

Contractor shall notify NATION no less than ten (10) days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor. Any subcontract must be in writing and contain provisions consistent with the Contractor's obligations pursuant to this contract.

Approval of any subcontract shall not obligate NATION the subcontractor against NATION or its agents, employees, representatives, directors, officers, successors or assigns.

The Cherokee Nation, in giving such acceptance, assumes no responsibility in connection with the terms of the subcontract and their performance will be the responsibility of the Contractor. All sums due to any suppliers must be paid or will be paid within ten (10) days of receipt of any money received from the Cherokee Nation under any executed Agreement.

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters: The responding party certifies to the best of its knowledge and belief that the person, the firm, or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe. The bidder will also certify they have not, within a three-year period preceding this Request for Proposal, 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 public (Federal, State, Local or Tribal) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commissions of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The responding party certifies they have not, within a three-year period preceding this Request for Proposal, had one or more contracts terminated for default by a Federal, State, Local or Tribal agency.

DRUG AND TOBACCO FREE WORKPLACE:

- Any Contractor performing work for the Cherokee Nation agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition.
- The Nation will consider lack of enforcement or lax enforcement of the statement by Contractor a default of the contract.
- The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- A copy of responding party's Drug Free Workplace statement shall be included with the proposal or else the successful responding party will be deemed to accept and agree to use the statement provided by Nation.
- The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

Indemnity and Insurance: The Cherokee Nation assumes no responsibility for acts of either the offeror or their employees; therefore, the offeror is responsible for obtaining the insurance coverage the NATION considers appropriate. The offeror will keep harmless, defend, and indemnify the Cherokee Nation against any or all loss, cost, damage, claims, expense or liability for all acts related to services provided.

Before performing contractual services on the behalf of or for the Cherokee Nation, compliance with the following insurance requirements must be verified:

** Provide a Certificate of insurance naming the Cherokee Nation as a certificate holder and additional insured with respect to general liability, automobile liability, with respect to the services defined in this bid packet. The certificate shall reflect that coverage has been placed with an AM Best Rated Carrier of at least A IX and will contain the following information for each required coverage:

- 1) Type of insurance
- 2) Policy number
- 3) Effective date
- 4) Expiration date
- 5) Limits of Liability (this amount is usually stated in thousands)
- 6) Thirty day notice of cancellation, except ten-day cancellation clause will apply for nonpayment of premium.

**** Required Coverages:**

Worker's Compensation and Employer's Liability:

Limits of Liability:

Bodily Injury by Accident: \$1,000,000 each accident

Bodily Injury by Disease: \$1,000,000 policy limit

Bodily Injury by Disease: \$1,000,000 each employee

Contractor's worker's compensation policy shall include a waiver of subrogation in favor of Cherokee Nation of Oklahoma.

General Liability

Coverages:

Commercial (including products/completed operations).

Limits of Liability:

Bodily Injury and Property Damage Combined: \$1,000,000 (each occurrence)

Medical Malpractice of at least \$5,000,000 per claim

Managed Care Errors and Omissions Insurance of at least \$5,000,000 per claim

Automobile Coverage

Vehicles Covered:

All Autos

Hired Autos

Non-owned Autos

Limits of Liability:

Bodily Injury and Property Damage Combined: \$1,000,000

Excess Liability Insurance with the following limits for each of the liability policies above including Medical Malpractice and Managed Care E&O.

Each Occurrence: \$5,000,000

General Aggregate: \$5,000,000

Liability and excess liability may be satisfied by primary limits, or primary and excess limits.

Cyber Liability Insurance, including third party cyber liability insurance, with limits not less than \$5,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Commercial liability, excess liability, and auto liability policies shall provide coverage to the Cherokee Nation as an additional insured and coverage shall be primary and non-contributory. In addition to the additional insured endorsement, each of the above policies shall also include a waiver of subrogation in favor of Cherokee Nation of Oklahoma. Claims made policies shall continue insurance or maintain tail coverage for at least three years following the expiration of the contract.

Availability of Funds: Any contract awarded as a result of this RFP is contingent on the appropriation of funds. A contract award may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. This vendor will be notified in writing of such terminations. The vendor will accept, as final, the Nation's decision as to whether sufficient appropriations and authorizations are available.

Legal Review: The Nation requires that all vendors agree to be bound by the general requirements contained in this RFP. Any vendor concerns must be properly brought to the attention of Michelle Parsons, Cherokee Nation Purchasing Manager.

Governing Law: This RFP and subsequent agreements shall be governed by, construed, and enforced in accordance with the laws of the United States, and where applicable, the laws of the Cherokee Nation.

Contract Terms and Conditions: The contract between the Cherokee Nation and the vendor will follow the standard format of the Cherokee Nation.

Vendor's Terms and Conditions: Vendors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Cherokee Nation.

Right to Waive Minor Irregularities: The proposal evaluation committee reserves the right to waive minor irregularities. This right is at the sole discretion of the proposal evaluation committee.

The Nation reserves the right to determine a proposal acceptable in terms of meeting RFP requirements. The Nation reserves the right to accept or reject any and all proposals received

and to negotiate with offerors regarding the terms of their proposals or parts thereof. The Cherokee Nation reserves the right to award a contract in the best interests of the Cherokee Nation.

Ownership of Proposals: All documents submitted in response to this RFP shall become the property of the Cherokee Nation and will not be returned to the vendors. Responses received will be retained by the Acquisition Management Department.

Prompt Payment: The successful firm agrees to pay all sums due to subcontractors, laborers and material suppliers within ten (10) days of receipt of payment by the Cherokee Nation.

Review of Proposals

1. **Proposal Format:** Proposals may be emailed to Michelle Parsons at michelle-parsons@cherokee.org. The subject line of the email must state: Proposal for Electronic Notification System. Email with proposal must be received by Michelle Parsons no later than **November 20, 2023 by 5:00 p.m. CT.**
2. **Table of Contents:** The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.
3. **Introduction:** Brief introduction which includes:
 - 1) The contractor's name and address;
 - 2) Statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline;
 - 3) Statement that indicates the contractor's willingness to perform the services described in this RFP;
 - 4) Proof of any other licenses and/or registrations as required by this RFP.
 - 5) A statement that all staff and other resources which are required to perform the services described in this RFP will be made available by your organization over the life of the anticipated contract;
 - 6) Statement that the signatory has authority to bind the contractor; and
 - 7) Signature of authorized individual.
4. **Cost:** Provide itemized listing of cost and grand total for entire project.
5. **EHR/IT Compatibility:** Confirm compatibility with Cerner; the current system in use by Cherokee Nation Health Services. Provide additional information on system compatibility should the Nation change to a different EHR system in the future.
6. **Past Performance/Experience:** Past performance in last five years on contracts with similar sized hospitals, ambulatory care facilities in terms of cost control, quality of work and compliance with performance schedules. Include a list of all contacts of similar services performed for work during the last two (2) years, with name of Contracting Officer for each contract. Provide phone numbers and emails for the named individuals.
7. **Customer Service and Support:** Provide confirmation all requested services can be provided and an overall outline of all services provided. Also, address average response time to requests for assistance addressing issues.
8. **References:** Provide list of references including name of company, contact name and phone number, and/or letters of reference.
9. **Professional Qualifications:** Professional qualifications of the firms proposed Project Manager, other key personnel, and/or team members necessary for satisfactory performance of required services. Include all personnel that will actively be involved with performing the work, to include a listing of all subcontractors, if any, with an explanation of purpose.
10. **TERO CERTIFICATION:** Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Indian

preference will be applied in accordance with Cherokee Nation Acquisition Management Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.

11. **Responsiveness:** Prior to evaluation, each proposal shall be reviewed to determine whether or not it is responsive. Nonresponsive proposals shall be eliminated and will not be evaluated. Factors that may result in a proposal being declared nonresponsive are:
 - a. Not providing evidence of meeting the Minimum Requirements.
 - b. Substantive and material conflicts of interest which were not declared and/or were declared and determined to be significant enough that the NATION requested the potential contractor not submit a proposal.
 - c. Substantive and material noncompliance to requirements of the RFP proposal submission guideline.
 - d. Not providing a price, if applicable.
12. **Evaluation Process:** An evaluation committee consisting of NATION employees shall evaluate responsive proposals. Each proposal shall be independently evaluated by each member of the evaluation committee. The evaluation will be based on the evaluation factors and values stated in this RFP.
13. **Presentations:** At the discretion of Cherokee Nation, selected offerors may be invited to supply additional information on the contents of their proposal. Such offerors could be asked to give a presentation of their proposal (possibly with an emphasis on a topic or topics of Cherokee Nation's choice) followed by a question and answer session. If Cherokee Nation determines that there is such a need, the presentation will be held at Cherokee Nation in Tahlequah, Oklahoma.

NOTE: Presentations or other individual contact is expressly prohibited during the proposal process; refer to page 2, sections 6 and 7.

14. **Evaluation Factors:** The evaluation factors and the value of each are:

Interface and Workflow	40 points
Cost	30 points
Customer Service	15 points
References:	15 points
TERO Certification:	10 points

15. **Notice of Award:** After award of Contract, award information will be posted on the Nation's website www.cherokeebids.org with RFP announcement.

SCOPE OF WORK PROVIDED BY HEALTH SERVICES

Cherokee Nation Health Services is seeking companies to assist with compliance for the Center for Medicare & Medicaid Services (CMS) Condition of Participation (CoP) requirement to send electronic notifications to outside health systems. Our electronic health record, Cerner, is capable and thus the Cherokee Nation is subject to this requirement.

Below is a summary of the compliance issue the Nation seeks services from an outside source to address.

On May 1, 2020, the Center for Medicare & Medicaid Services (CMS) released the Interoperability & Patient Access Final Rule in the Federal Register. This rule, which became effective on May 1, 2021, introduced a new Condition of Participation (CoP) requirement. CMS's Interoperability and Patient Access Final Rule was published in collaboration with The Office of the National Coordinator for Health Information Technology (ONC) Cures Act, as part of the federal initiative to enhance interoperability and eliminate information blocking practices in healthcare.

The newly established hospital electronic event notification CoP mandates that hospitals, psychiatric hospitals, and Critical Access Hospitals must make a reasonable effort to send electronic notifications directly or through an intermediary. These notifications should be sent at various key points, including emergency department registration and discharge, observation stay registration and discharge, as well as inpatient admission, discharge, and transfer to specific healthcare practitioners, practice groups, entities, and relevant post-acute care providers and suppliers with established care relationships. These notifications are essential for facilitating treatment, care coordination, and quality improvement activities.

To comply with this requirement, CMS has specified that a hospital must possess health information technology (HIT) with the minimum capability to send notifications. This capability is determined by the support for HL7 2.5.1 in the hospital's Electronic Health Record (EHR) system. Consequently, hospitals should assess their EHR and HIT capabilities to determine their ability to send Admission, Transfer, and Discharge messages using HL7 2.5.1 ADT messages. If a hospital can use this capability, it is reasonable to assume that it is subject to the compliance requirement.

Hospitals have the flexibility to send notifications directly or through an intermediary that facilitates the exchange of health information. They can use any electronic notification method at their disposal, in addition to or as an alternative to HL7 ADT 2.5.1 messages. CMS will evaluate a hospital's compliance based on several factors, including the recipient's ability to receive electronic notifications in a manner compatible with the hospital's technical infrastructure, the hospital's ability to identify the recipients mentioned in the regulation, and any limitations posed by the hospital's technical infrastructure.

Hospitals need to assess their electronic notification capabilities and consider what resources they have available as of the May 1 compliance date, taking into account their current technical infrastructure. They should also ensure that their registration and admitting processes are designed to identify the providers and organizations required to be notified.