



**SEDGWICK COUNTY,
KANSAS FINANCE
DEPARTMENT DIVISION OF
PURCHASING**

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<http://www.sedgwickcounty.org/finance/purchasing.asp>

**REQUEST FOR PROPOSAL
#18-0080
ELECTRONIC MEDICAL RECORDS SOFTWARE**

December 3, 2018

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a vendor to provide a software solution for Electronic Medical Records (EMR) Management and administrative network management for Sedgwick County Developmental Disability Organization. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than

All contact concerning this solicitation shall be made through the Division of Purchasing. Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Proposer’s response.

Sincerely,

Josh Lauber
Purchasing Agent

JL/fr

Table of Contents

- I. [About this Document](#)
- II. [Background](#)
- III. [Project Objectives](#)
- IV. [Submittals](#)
- V. [Scope of Work](#)
- VI. [Sedgwick County's Responsibilities](#)
- VII. [Proposal Terms](#)
 - A. [Questions and Contact Information](#)
 - B. [Minimum Vendor Qualifications](#)
 - C. [Evaluation Criteria](#)
 - D. [Request for Proposal Timeline](#)
 - E. [Contract Period and Payment Terms](#)
 - F. [Insurance Requirements](#)
 - G. [Indemnification](#)
 - H. [Confidential Matters and Data Ownership](#)
 - I. [Proposal Conditions](#)
- VIII. [Required Response Content](#)
- IX. [HIPPA Required Response](#)
- X. [Response Form](#)
- XI. [Sedgwick County Non-Employee Information Technology Usage Agreement](#)

I. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Sedgwick County Developmental Disability Organization (SCDDO) a division of Sedgwick County is mandated by state law (K.A.R. 30-63 and K.A.R. 30-64) and designated by Sedgwick County Commission as the Community Developmental Disability Organization for Sedgwick County, Kansas.

Per the Kansas Developmental Disability Reform Act, SCDDO is responsible for performing the following key functions:

- **Single Point of Access** – Performing intake, eligibility and tracking of eligibility outcome for access to the Intellectual and Developmental Disability Service system.
- **Functional Eligibility** – Performs functional assessments to determine eligibility for access to the Kansas Home and Community Based Services for Intellectual and Developmental Disability (HCBS-IDD) Program funding waiting list and annual functional assessment of persons served.
- **Waiting List Management** – Collects and maintains data and reports waiting list information.
- **Resource Management**– Collects and maintains data to monitor service access and utilization of state and local funding resources.
- **Management of local service provider network** – Credentialing and contracting with providers of Intellectual and Developmental Disability Services initially, annually and responsible for maintaining network capacity.
- **Options Counseling** – Providing, initial, annual and episodic conflict free informed choice of service provider options.
- **Quality Oversight** – Performing oversight and managing processes to ensure services delivered by network of providers are delivered in accordance with contractual and regulatory standards.

SCDDO must maintain detailed records of how and when these functions are performed and archive all related documents.

To further clarify; SCDDO is not itself a service provider. Rather, it works with individuals to assist them in accessing needed funding and/or services through available resources and network of providers. Currently, there are approximately 2,500 individuals eligible for funding and/or services the SCDDO tracks. Of those, approximately 2,100 individuals receive one or more services and may be waiting for access to additional resources. The remaining individuals receive no service and are waiting for access to local or state resources. The SCDDO itself has approximately 20 full-time staff.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a vendor to provide an Electronic Medical Record and administrative network management software solution for Sedgwick County Developmental Disability Organization. The data collection system must be dynamic and diverse enough to support the management of the various responsibilities and requirements of the organizations contractual and regulatory authority.

The following objectives have been identified for this contract:

1. Acquire software and services meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing for a maintenance and support agreement with the vendor that has the best proven “track-record” in performance, service, and customer satisfaction.
3. Acquire a solution with the most advantageous overall cost to the county.

IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating vendors in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Josh Lauber
Sedgwick County Division of Purchasing
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CST, January 28, 2019**. Responses must be sealed and marked on the lower left-hand corner with the vendor name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CST, on the due date. No information other than the respondent’s name will be disclosed at bid opening.

V. Scope of Work

Proposers should include detailed responses to items in this section, clearly marked and labeled. Proposers should explain how the presented solution allows for the management of impacted individuals with intellectual and developmental disabilities (IDD). Provide the original statement with your response for ease of review and clarity.

Items listed in this section are requirements to completion of services under this contract. Contractor shall furnish labor, parts, material, and equipment necessary to perform the following:

Mandatory Project Requirements

System must have the ability to manage and track details of intake, program eligibility determinations, functional assessment, authorization of funding and services, options counseling and referral, contacts with clients, professionals, and providers, document creation and storage, insurance/benefit coverage, Health Care Financing Administration compliant claims processing, accounts receivable and payable functionality, state reporting, and support work flow management.

System must provide data management features that eliminate the redundant maintenance of duplicate patient data.

System must be compatible with other programs (e.g. synchronize with scheduling within Outlook, print documents as Word and/or PDF files, one click mailing of completed documents, import/export of bulk data from and to Excel or Access, interface for other management information systems, etc.).

System must include robust and flexible user defined search capability, e.g. by client ID number, client name, contractor name, guardian name, address, phone number etc.

System must be modern, intuitive and allow for flexible user interface, user defined reporting and customizable by staff role and/or individual user.

System must support electronic health care eligibility benefit inquiry, and import results to patient record. Responding vendor should provide a recommended clearing house.

System must be accessible from both mobile (phone and tablet) and traditional (laptop and desktop) platforms. When used in locations without network coverage, system allows offline access with secure temporary storage of data, and syncs data when network connection is restored.

System must send appointment reminders by voice, SMS, and e-mail with text-to-speech functions in English, Spanish, and Vietnamese based on client preference for language and contact method.

System must contain security framework and meet HIPAA standards.

Intake

- Ability to conduct client search and distinguish between episodes of admission.
- Ability to search and view previous episodes of admission with full client data.
- Ability to track name changes.
- Ability to track address changes.
- Ability to document client contact, to include date of contact, type of contact, phone, fax, email, letter, administrator defined reason for contact, summary of contact, start and end time of contact and relationship of contact, client, guardian, case manager etc.
- Ability to schedule contacts and notification to scheduler of contact to do and ability to search for contacts to do by date range.
- Ability to record client application to include, but not limited to demographic information, responsible party, date of application and services being requested and customizable as needed.
- Ability to document client alias and name changes.
- Ability to perform client record merge of duplicate records.
- Ability to record and track referrals in and out of organization.
- Ability to customize intake form and workflow processes.
- Ability to track custody status, parental, state authority etc.
- Ability to track custodial placement, foster parent address, responsible placing agency, state contractor and contact information; name, role, organization.
- Ability to record and report diagnosis from Diagnostic Statistical Manual, 4th and 5th edition (DSMIV and DSMIV).
- Ability to assign responsible staff for oversight of an individual from initial contact through Intake/eligibility determination.
- Ability to view and search staff caseload management.
- Ability to track program eligibility determination, status in process, outcome of determination and documentation creation for notification. Ability to record information request by intake staff and date of information receipt.
- Ability to track record request; authorization for release of records; date of request, date of release and to whom.

Funding, services and provider authorization

- Ability to document authorization of multiple funding sources, to include, but not limited to user defined units/duration, cost per unit, start and end date, service (procedure) and provider authorized.
- Ability to capitate authorization and deplete authorization upon usage.
- Ability to create reports based on funding, services, and provider authorizations.
- Ability to create documentation for notification to provider of authorization of funding and referral.

Options counseling documentation

- Ability to record in client record options counseling event date, user ID, contact name, start and end time of event.
- Ability to create customized documentation for event summary and notification to vendor and Managed Care Organization.

Functional Assessment data collection

- Ability to define templates to record assessment data as needed by changing requirements from state authority.
- Assessment data must be stored in a format that supports robust reporting.

Family and professional relationships

- Ability to record, relationship type (such as guardian, financially responsible, durable power of attorney, parent), name, address, email address, home address, home number, work number, cell numbers, primary language, secondary language.

Legal status

- Ability to record, incarceration facility and dates.
- Ability to record correctional supervision and dates.
- Ability to track parole status.

Precautions

- Ability to develop administrator defined precaution codes, start date, end date, history and track user ID entering and update.
- Ability to alert user of precaution upon record retrieval.

Correspondence, document creation and storage

- System must support document storage and retrieval.
- System must support document workflow management that will alert staff of pending documents assigned to them.
- Ability to save document edits as drafts without requiring electronic signature.
- Ability to develop document templates with discrete data elements.
- Ability to electronically lock and sign documents.
- System must support secure electronic signature.
- Ability to assign documents for review prior to signing.
- Ability to auto create documents and attach to patient record on user defined event triggers.
- System must be able to create mailings to all active clients and to subgroups of clients by customizable criteria, with a copy of the letter inserted in each client record.

Insurance coverage and client account management

- Ability to record insurance coverage details; coverage plan name, payer, insureds name, insured id number, insured group number, policy number, authorization requirement, start and end date and coverage capitation.
- Ability to create transactions, documenting procedure code, duration, start and end time, status of transaction (scheduled, complete, no show, cancelled), staff delivering and billing diagnosis.
- Ability to set transaction to billable or non-billable.
- Ability to auto generate and transmit a 270 eligibility or benefit inquiry, by batch or by individual, and create documents in the client record based on the results.

- Ability to auto create documents upon entry of billable and non-billable transactions per administrator defined rules, requiring document completion.
- Ability to generate Health Care Finance Administration compliant (HCFA) 837 electronic claim and process an HCFA 835 file and supporting documentation creation for Medicaid and commercial payers.
- Ability to generate HCFA 1500 claim form.
- Ability to track accounts by client and payer to include transaction balances.
- Ability to view client billing history.
- Ability to view client payment history.
- Ability to cascade bill through multiple insurers/payers.
- Ability to post payments to client accounts individually or by batch process.
- Ability to produce user defined claims aging reports.
- Ability to print and manage single or batch claims.
- Ability to rebill claims.
- Ability to verify administrator defined documentation requirements are met prior to processing claim.
- Ability to review batch claim error report.
- Ability to enter denial codes on denied charges.

Provider Authorization and Accounts Payable

- Ability to create vendor authorization by funding source, allowing for multiple authorizations for multiple funding sources, procedures, durations and providers.
- Ability to capitate authorizations per contracted amount.
- Ability to adjudicate claims submitted by provider, depleting authorization for funding and/or service.
- Ability to query transactions by provider and funding source.
- Ability to create explanation of benefits by funding source and/or by provider.

System must be able to accommodate at a minimum 30 end users.

System must be customizable, allowing local administrator to create tables, fields and forms.

System provides user-definable screen and report prompts that will indicate missing, expiring, or critical information.

System must support workload management by alerting users of documents pending completion, upcoming appointments, contacts for follow-up, etc.

System must support the generation of alerts based on customizable rules for missing or expiring data or documents.

System must contain secure patient portal, providing secure, user-friendly access to a diverse population to:

- Complete and submit forms, including pre-first appointment forms.
- Update contact demographic information.
- View funding and provider authorization.
- View Network of provider Options.
- View, schedule or accept upcoming appointments.
- View bulletins and/or notifications.
- View educational/resource materials, (e.g. policy and procedures, fast facts etc.).

System must have comprehensive supporting documentation to include administrator and end user instruction manuals, including how-to videos.

Vendor shall notify end user in advance of any scheduled maintenance and software upgrades with at a minimum one week notice.

If vendor/cloud hosted, vendor must notify end user in the event any of the following occurs: security breach, anything

impacting client care, defects and errors, and any 3rd party access to or request for data.

Vendor must have the capability to complete performance testing to ensure EMR is fully functioning and efficient, secure and with full reporting capability.

If vendor/cloud hosted, vendor shall make reasonable efforts to ensure the EMR is accessible 24/7 with minimum maintenance performed during normal business hours. Vendor shall provide service level agreement, including credits for failure to achieve uptime.

If vendor/cloud hosted, vendor shall maintain daily backup of the data and provide Sedgwick County a copy of all data on a regular monthly schedule, as well as upon request, end of contract, or termination of contract.

Vendor must perform training to system administrators as needed.

Vendor must have Technical support available for all levels of users, provide system support by telephone and email for end users for issues related to the software solution.

Vendor shall describe technical support pricing, response times, and resolution times.

System must allow for defining access to specific data elements, files, functions, menus, commands, and networks based on user's job functions, including but not limited to:

By User:

- System Manager
- Department Manager
- Supervisor
- End-user - departmental personnel
- End-user - enterprise wide

By Function:

- Update, delete, and inquire
- Update and inquire
- Inquire only
- Print

System must support defining groups of users to be granted access to specific data elements, files, functions, menus, and commands or collections of these.

System must permit the security administrator to grant specific users the authority to permit other users to access specific data items, menus, or functions.

System must prevent user from seeing menu items, screen formats, report forms if user's security profile prevents them from accessing the data elements associated with these system components.

System must support the encryption of sensitive data and key management tools to support the encryption methods.

System must have a time-out feature that automatically signs a user off if a terminal has been left unattended for an organization-defined time period.

System supports separate files or transactions to allow training without corrupting the operational database.

System supports alarm features to provide immediate notification of predefined events, including the events recorded in the audit logs. Audit trails can be produced to identify:

- All users who have used a selected function.
- All activity of a given user.
- All users who have signed on the system with date, time, and location or mode of sign on (port, terminal, LAN, etc.).
- Users who have signed off system with date/time of sign off.
- All detected attempts at unauthorized access including user identification code and invalid password with date, time and location.
- All modifications to security settings and parameters.
- All changes to access authorities, including creating, disabling and deleting user identification codes.
- All commands to enable and disable logging of activities.
- System must support the designated length of the time-out feature by system module, user, or a combination.
- System time-out parameters can be modified without changing a hard-coded program.
- System can determine who is accessing a patient's record at any point in time through on-line inquiry.
- System must provide the ability to store all rejected transactions along with a reason for the rejection.

System logs and reports all violations of system security procedures.

System provides management reports of security access.

System provides the ability to display organization-defined security messages.

System supports the ability to use third-party audit packages.

Vendor shall address the issue of converting the existing database of active and inactive patient records to the proposed software. Although it is understood that a detailed knowledge of CDDO's current records has not been offered, past experience of successful conversions should be utilized in providing an estimate.

Desirable

System supporting the management and detail tracking of the Sedgwick County Developmental Disability's regulatory and contractual requirements of the Provider Network to include but not limited to; provider credentialing, contracting, regulatory compliance, quality oversight, network capacity, consumer satisfaction, provider portal, accounts payable and data collection.

System would complement the Electronic Health Record and allow for report integration and unidentifiable consumer reference (as defined by HIPAA Privacy Rule de-identification standards), but function independently to ensure no HIPAA compliance difficulties.”

System should feature:

- Ability to assign a unique provider ID.
- Ability to track demographic information about the provider/facility (i.e., keep history for viewing and reporting), including but not limited to the following:
 - Name
 - Aliases
 - Addresses
 - Phone, fax, and other contact information
 - Staff and role/title within organization
 - Licenses, accreditations, and other credentials
 - Insurance information
 - Services contracted, including rates/fees for each contract period
 - ID numbers from other entities, e.g. FEIN, Medicaid ID, county contract ID, etc.
- Ability to define additional provider data elements as needed.

- Ability to store multiple provider addresses.
- Ability to track provider profiles and credentialing.
- Ability to set up non-contracted providers.

- Ability to track provider's progress through a user-defined credentialing and contracting process, including a historical status record for each credentialing checklist item.
- Ability to support multiple credentialing checklists, e.g. first-time, annual, and different lists for different types of organizations.
- Ability to electronically feed credentialing information from an outside credential verification organization into the provider data base.
- Ability to track providers who have applied but been denied a contract.
- Ability to track contract compliance using multiple customizable templates.
- Ability to track capitated contract status.
- Ability to track and report quality issue with providers through user-defined quality review process criteria.
- Ability to track compliance and quality oversight actions, including but not limited to site inspections, staff training and licensing records, capacity monitoring, survey results, critical incident reports, grievance management, and improvement plans.
- Ability to support free form comments or notes about providers/facilities.
- Ability to link providers with multiple practitioners, and multiple facilities (e.g. one provider linked to several group homes).
- Ability to track age range/sex limits, or other special population limits on clients to provider (e.g. only patients under 14 years old, or only visually impaired patients).
- Ability to track provider compliance to administrative and utilization management requirements
- Ability to flag a provider as accepting new patients.
- Ability to view/print list of providers who serve priority populations on demand.
- Ability to support provider lookup by any combination of.
 - Provider ID
 - Provider name
 - Provider alias
 - Federal tax ID
 - Address/zip code
 - Contact
 - User-defined fields
- Ability to maintain records of contact between CDDO and providers, including date of contact, reason for contact, persons initiating and receiving contact, and free-form notes about contact.
- Ability to generate alerts based on customizable rules, e.g. an organization's insurance will expire in the next 30 days.

System capable of creating reports based on integrating data from both patient health records (EMR) and service provider management records. Vendor shall describe the security framework and describe compliance with federal standards.

System supporting de-identification of protected patient information (in compliance with federal standards) when used in administrative data for the purpose of contractor management including, but not limited to, credentialing, contracting and quality oversight activities.

A secure contractor portal that provides user-friendly access to a network of contracted providers to:

- Update and export information for persons served.
- Update contact demographic information.
- View credentialing and contract status.
- Forms completion and submission (e.g. critical incident reports, rosters).
- Electronic completion and submission of forms through tablet or mobile devices.
- Electronic submission of persons served information such as; behavior tracking, person centered support plan etc.

- Input and export claims and supporting documentation.
- Invoice submission and adjudication.
- Access to training materials and bulletins.
- Contractor defined reporting within user authorized access.
- View, schedule or accept upcoming appointments for participation in person served meetings.
- Import/Export data information request.

Vendor shall describe method of securing data transfer via contractor portal.

System supporting electronic submission and retrieval of claims via 837 and 835, and supporting documentation, on behalf of provider.

System able to create mailings to all active service provider organizations and to subgroups of organizations by customizable criteria, with a copy of the letter inserted in each organization's record. System should allow user to define which of a provider's addresses are used for mailing.

Architecture and IT Standards

If product proposed is vendor/cloud hosted:

System must have the ability to function in Internet Explorer Version 11 or Mozilla Firefox ESR, Extended Support Release.

Preferably written in HTML 5, not requiring Java, Reader, or Flash needs (vulnerable 3rd party apps) - if any, always the latest version.

Vendor should provide a list of client requirements.

Vendor should indicate data requirements - data growth rate per year (database size, attachments, binaries, backup sizes, etc...). How does this impact costs and services?

Vendor should list client application deployment methods (please include how these applications will be updated).

Vendor should list any included backup and recovery capabilities, objectives and estimated timelines.

Vendor should provide secure connections to data and be compliant with any regulatory requirements such as HIPAA, CJIS, and PCI requirements.

Vendor should include interface diagram and security specifics.

If not answered in previous question please list authentication and security methods for access to the system and system data:

If a hosted solution, Sedgwick County should retain access to data should contracts terminate, the data remains the property of Sedgwick County.

If On Premise (County servers):

System must have the ability to function in Internet Explorer Version 11 or Mozilla Firefox ESR, Extended Support Release.

The software needs to be able to be supported on current technology standards and future / modern OS releases. Does this system stay up to date with modern software updates -- such as Windows OS or SQL versioning to the latest versions?

If web based, preferably written in HTML 5, not requiring Java, Reader, or Flash needs (vulnerable 3rd party apps) - if any, always the latest version.

Environment and Platforms for on-Premise:

- Install on latest version of Windows -- Windows 2012R2 or newer, 64 bit.
- If web based, browser compatible with Internet Explorer 11+, or other modern browsers.
- If not proprietary or internal database - Latest version of SQL Server Supported (minimum 64bit 2012)
- VMWare 5.5+ compatible and supported.
- Application can be centrally managed:
 - Updates to app
 - Patches to operating system it is on
 - Microsoft Active Directory member
 - Ability to manage through Group Policy
 - If thick client, client can be deployed with minimal configuration needs, fully packaged in .MSI or other sustainable deployable method.

Vendor should list Server and Client resource requirements (CPU, Memory, and Disk Space).

Vendor should indicate data requirements - data growth rate per year (database size, attachments, binaries, backup sizes, etc...).

Vendor should indicate server and application update practices (Include the answers to how to patch the application on the client and server).

Vendor should list network connection requirements.

Vendor should list client application deployment methods (please include how these applications will be updated).

Vendor should list System External Interface requirements (Please include an interface diagram) – Is there any remote connection into the on Premise system needed for support?

If not addressed in previous response, vendor should list authentication and security methods for access to the system and system data.

Vendor should indicate backup methods recommended - any incompatibilities with backup systems on the market?

Software should be compatible with modern antivirus clients (list any needed exceptions or known problems)?

Vendor should list any firewall and security considerations or exceptions needed?

Vendor should list any database or software license needs, purchased outside of this request.

Project Status Reporting

Weekly written status reports shall be submitted to the Department Project Manager. These status reports should outline:

- Overall summarization of the project progress.
- Deliverables achieved.
- Deliverables remaining, progress, and expected delivery on each.
- Issues and concerns affecting specific deliverables and the project schedule or any other aspect of the project.

Acceptance Testing

The vendor will work with the department to create an acceptance testing plan. Both parties shall agree to the plan in writing and the plan must be completed prior to county acceptance of the solution.

Documentation

The vendor shall provide system documentation (written or electronic) to the department.

User Training

(Describe any training to be provided by the vendor:

- Identify who and how many resources require training.
- Identify the timing of the training.
- Indicate if training is to be provided at the Department's site or off site.
 - If on-site training is required indicate if the vendor will be required to deliver training at multiple locations or at one central location.
- Identify location of training facilities.
- Describe the equipment and software to be provided at the training facility.
- Identify any required content for training materials to be provided to trainees.
- Identify any experience/skill requirements for the individual(s) delivering the training.)

VI. Sedgwick County's Responsibility

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- Approve payment(s) based on completed milestones and/or upon project completion.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Josh Lauber at Josh.Lauber@sedgwick.gov by January 07, 2019, 5:00 p.m. CST. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp, under view current RFQs and RFPs; to the right of the RFP number by January 14, 2019, 5:00 p.m. CST. Vendors are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. Minimum Qualifications

This section lists the criteria to be considered in evaluating the ability of vendors interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Vendors must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

1. Have a minimum of three (3) years' experience providing services similar to those specified in this RFP.
2. Have experience in managing projects of comparable size and complexity to that being proposed.
3. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
4. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
5. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
6. Provide project supervision (as required) and quality control procedures.

7. Have appropriate material, equipment and labor to perform specified services.
8. Park only in designated areas and display parking permit (if provided).
9. Wear company uniform or ID badge for identification purposes.

C. [Evaluation Criteria](#)

The selection process will be based on the responses to this Request for Proposal. County staff will judge each response as determined by the scoring criteria below.

Component	Points
Methodology in meeting Scope of Work requirements	30
Data security standards, practices, verification of HIPAA security	20
Experience with similar grant reporting requirements and organizations	20
Overall cost of solution	15
Meeting all Proposal requirements and instructions, submitting clear,	15
Total Points	100

Assume the following cost proposals (**examples only**)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

- | | | |
|---|---------|------------|
| A. \$38,000.00 divided by \$50,000.00 =.76 | .76*10 | 7.6 points |
| B. \$38,000.00 divided by \$38,000.00 =1.00 | 1.00*10 | 10 points |
| C. \$38,000.00 divided by \$49,000.00= .77 | .77*10 | 7.7 points |

Any final negotiations for services, terms and conditions will be based, in part, on the vendor’s method of providing the service and the fee schedule achieved through discussions and agreement with the county’s review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the vendor making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. [Request for Proposal Timeline](#)

The following dates are provided for information purposes and are subject to change without notice. Contact the Division of Purchasing at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	December 3, 2018
Questions and clarifications submitted in writing by 5:00 p.m. CST	January 7, 2019
Addendum Issued	January 14, 2019
Sealed Proposal due before 1:45pm CST	January 28, 2019
Evaluation Period	January 28 – March 15, 2019
Board of Bids and Contracts Recommendation	March 21, 2019
Board of County Commission Award	March 27, 2019

E. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful vendor(s) and continue for a period of three (3) years with two (2) one (1) year options to renew.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf

F. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Workers' Compensation:

Applicable coverage per State Statutes

Employer's Liability Insurance: \$100,000.00

Commercial General Liability Insurance:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Personal Injury:

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

Automobile Liability:

Combined single limit \$500,000.00

Professional Liability

If required

Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. Indemnification

To the fullest extent of the law, the vendor, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the vendor during the vendor's performance of the agreement or any other agreements of the vendor entered into by reason thereof. The vendor shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the vendor, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The vendor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. Proposal Conditions

http://www.sedgwickcounty.org/purchasing/pdf_files/Proposal%20Terms%20%20Conditions.pdf

General Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

Mandatory Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/Mandatory%20Contractual%20Provisions.pdf

Sample Contract

http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf

VIII. Required Response Content

THE PROPOSAL SUBMISSION MUST BE ORGANIZED IN THE FOLLWING FORMAT AND INFORMATION SEQUENCE.

A. Proposal Response Form:

- a) Clearly and accurately completed to include vendor name and contact information are visibly (copy included in this RP document but an electronic copy can be provided upon request).
- b) Reviewed, "Sedgwick County Non-Employee Information Technology Usage Agreement" signed upon award.

B. Cost Information:

- a) Un-allowed costs include fundraising and depreciation.
- b) Total amount requested for the project, meeting all Mandatory Requirements and Preferred listed in this Request for Proposal.

C. B.1 Project Description (NARRATIVE):

- a) Narrative describing in detail how vendor's software solution will meet or will not meet the required and preferred requirements in the scope of work.
- b) Written management plan; to include, but not limited to, timeline and discuss milestones for development and implementation of software solution.
- c) Written plan for conversion of data from current Electronic Medical Record and Administrative Management software solution.
- d) Provide copy or sample of training outline for implementation and recurring/new user trainings.
- e) Detailed description of current system and security overview which shall include physical security, real-time monitoring, database administration, browser access, end user access, quality of the data center, disaster recovery process/protocol, and back-up.
- f) A description of the type of assistance that will be sought from county staff, including assistance required from the county to lessen the costs of this project.
- g) Vendor should expect to complete a scripted demonstration of software.

D. Miscellaneous Agency Information:

- a) Vendor profile: the name of the vendor, address, telephone number(s), contact person, year the vendor was established, and the names of the principals of the vendor.
- b) Provide information about any current relevant litigation in which you are a defendant.
- c) The names of the staff members who will be available for work on the contract, including a listing of their work experience.
- d) A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
- e) The vendor's relevant experience, notably experience working with government agencies.
- f) At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
- g) Proof of insurance meeting minimum insurance requirements as designated herein.
- h) Provide a sample Software License Agreement.
- i) Provide a sample Maintenance and Support Agreement.
- j) Completed and signed Business Associate Agreement (attached).

E. Appendices (should be revised based on the above list):

- 1. Appendix A: Budget
- 2. Appendix B: Resumes of Principle Staff
- 3. Appendix C: List of references
- 4. Appendix D: State of Kansas Tax Clearance Certificate

IX. HIPAA Required Response

All proposal submissions shall include the following:

1. During the past 36 months, how many notices of breach affecting 500 or more individuals have you reported to the U.S. Department of Health and Human Services regarding your breaches of unsecured protected health information, as required pursuant to HIPAA regulation 45 C.F.R. § 164.408?
2. During the past 36 months, how many notices of breach affecting fewer than 500 individuals have you reported to the U.S. Department of Health and Human Services regarding your breaches of unsecured protected health information, as required pursuant to HIPAA regulation 45 C.F.R. § 164.408?
3. Have you been responsible for any civil penalties as a result of any U.S. Department of Health and Human Services HIPAA enforcement action within the past 60 months? If so, for each instance during which you were responsible for these civil penalties, please describe: (a) when those civil penalties were imposed; (b) the amount of any such civil penalties; and (c) the activity that led to the imposition of such civil penalties.

X. Response Form

REQUEST FOR PROPOSAL

#18-0080

ELECTRONIC MEDICAL RECORDS SOFTWARE

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

STATE OF INCORPORATION or ORGANIZATION _____

WEBSITE ADDRESS _____ EMAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____
Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____
Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)
____ African American (05) ____ Asian Pacific (10) ____ Subcontinent Asian (15) ____ Hispanic (20)
____ Native American (25) ____ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ Woman-Owned Business: _____ (Specify Below)
____ Not Minority -Woman Owned (50) ____ African American-Woman Owned (55)
____ Asian Pacific-Woman Owned (60) ____ Subcontinent Asian-Woman Owned (65) ____ Hispanic Woman Owned (70)
____ Native American-Woman Owned (75) ____ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: ____ Yes ____ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: ____ Yes ____ No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp .

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature _____ Title _____

Print Name _____ Dated _____

XI. [Sedgwick County Non-Employee Information Technology Usage Agreement](#)

Sedgwick County Non-Employee Information Technology Usage Agreement

Anyone that is not a Sedgwick County employee who will access Sedgwick County information technology in the course of their work for Sedgwick County (“Non-employee personnel”) are required to sign this document before accessing any Sedgwick County information technology system. “Information technology” includes any computer, network, Internet access, electronic mail and voice message systems, facsimile devices, or other electronic systems used by Sedgwick County.

1. Non-employee personnel have no expectation of privacy in any electronic communications, use of Sedgwick County property, or Internet access. Sedgwick County reserves the right to review, audit, or monitor any information technology used by non-employee personnel.
2. Non-employee personnel shall use only accounts authorized by the Sedgwick County Chief Information Officer (CIO).
3. Non-employee personnel may access only those resources for which they are specifically authorized.
4. Non-employee personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to the following.
 - a. Passwords shall remain confidential.
 - b. Passwords shall be changed at least every 90 days.
 - c. Passwords shall be at least eight characters long.
 - d. Passwords shall contain characters from at least three of the following four classes: (i) English upper case letters, A, B, (ii) English lower case letters, a, b, (iii) Westernized Arabic numerals, 0,1,2, and (iv) Non-alphanumeric (special characters) such as punctuation symbols.
 - e. Passwords shall not contain your user name or any part of your full name.
 - f. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
5. Non-employee personnel are not permitted to script their user IDs and/or passwords for log-on access.
6. Non-employee personnel are not permitted to allow another person to log-on to any computer utilizing their, if provided, personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple authorized people.
7. Non-employee personnel may not leave their workstation logged on to the network while away from their area. Non-employee personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
8. Non-employee personnel shall maintain a log, left with the computer, of all software loaded onto any Sedgwick County computer. The software must have been approved in writing in advance by the CIO.
9. Non-employee personnel shall execute only applications that pertain to their specific contract work.
10. Non-employee personnel shall promptly report log-on problems or any other computer errors to the Helpdesk (316-660-9811).
11. Non-employee personnel shall promptly notify the County Helpdesk if they have any reason to suspect a breach of security or potential breach of security.
12. Non-employee personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the County Helpdesk.
13. Non-employee personnel shall not install or use any type of encryption device or software on any Sedgwick County hardware, which has not been approved in writing in advance by the CIO.
14. Non-employee personnel shall not attach any device to the Sedgwick County network without prior written approval in advance from the CIO.
15. Non-employee personnel may not remove any computer hardware, data or software from a Sedgwick County building for any reason, without prior written approval from the CIO.
16. Non-employee personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program, installed on Sedgwick County hardware.
17. Non-employee personnel shall not attach any network or phone cables to any Sedgwick County device without written approval from the CIO.
18. Non-employee personnel may not copy any data and/or software from any Sedgwick County resource for personal use.
19. Non-employee personnel may not utilize Sedgwick County computer systems or networks for any of the following reasons:
 - a. Game playing;
 - b. Internet surfing not required for their work activity;
 - c. Non-work related activity.
 - d. Any illegal activity.
 - e. Downloading of files from non-County resources. If files are needed for your work, contact Sedgwick County IT personnel.
20. Non-employee personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing in advance by the CIO.
21. Non-employee personnel may not give out any Sedgwick County computer information to anyone. Exception: other non-employee personnel needing the information to complete authorized tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
22. All data storage media shall be erased or destroyed prior to disposal.
23. Non-employee personnel may not remove, modify, erase, destroy or delete any computer software without the written approval in advance of the CIO.
24. Non-employee personnel shall not attempt to obtain or distribute Sedgwick County system or user passwords.
25. Non-employee personnel shall not attempt to obtain or distribute door passcodes/passkeys to secured rooms at any Sedgwick County facility for which they are not authorized.
26. All equipment issued to non-employee personnel will be returned in good condition to Sedgwick County upon termination of the Sedgwick County/non-employee Personnel relationship.
27. Non-employee personnel may not use Sedgwick County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
28. Non-employee personnel are prohibited from causing Sedgwick County to break copyright laws.
29. Use by non-employee personnel of any Sedgwick County information technology will acknowledge acceptance of the above- referenced policies. Any non-employee who violates any of these policies shall be subject to disciplinary action, including total removal from the Sedgwick County project as well as being subject to Kansas civil and criminal liability. Disciplinary action may include Sedgwick County requesting the non-employee be considered for demotion, suspension and termination.

Non-employee personnel's signature

Date

Company's/Agency's name, printed

Non-employee personnel's name, printed

Purpose – reason you are signing the form

Revision Date: 03/22/2018

Sedgwick County Sponsor – employee and department