SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department
525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255   Fax: 316 383-7055
https://www.sedgwickcounty.org/finance/purchasing/
requests-for-bid-and-proposal/

REQUEST FOR PROPOSAL
19-0037
ELECTRONIC MEDICAL RECORDS SOFTWARE

June 27, 2019

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide a software solution for population management and administrative network management. 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 1:45 pm CDT, August 13, 2019.

All contact concerning this solicitation shall be made through the Purchasing Section. Bidders 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 Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder's response

Sincerely,

Josh Lauber
Purchasing Agent - Buyer

JL/ch

Table of Contents

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. 68, 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 514,000 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 2,500 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. It does not manage beds, prescribe medications, order labs, or provide direct staffing support. Rather, it works with individuals to assist them in accessing needed funding and/or services through available resources and through a network of contracted community service providers (CSP). Currently, the SCDDO tracks approximately 2,500 individuals eligible for funding and/or services. Of those, approximately 2,100 individuals receive one or more services from CSPs 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 and 3 part time staff.

Glossary
The following terms have specific meanings when used by the SCDDO:
- **IDD** – Intellectual and/or developmental disabilities.
- **Community Service Provider (CSP)** – An organization providing direct service to one or more persons with IDD.
- **Credentialing** – The SCDDO gathers information from a new CSP to ensure that they have met all state and county licensing and regulatory requirements prior to entering into a contract with the county.
- **Re-credentialing** – The SCDDO regularly reviews information from an established CSP to ensure that they remain in compliance with credentialing requirements prior to renewing their contract with the county.
- **Person Served (Consumer)** – An individual with intellectual and/or developmental disabilities who is currently determined eligible and either receiving or waiting for funding to receive services from a CSP.
- **Options Counseling** – A service performed by SCDDO staff. Staff educates persons served and/or legal representatives about CSPs available to them based on needed services, their insurance or other funding source, and their age or other special considerations.
- **Precautions** – Notices available to SCDDO staff about cautions to beware of when working with a specific person served.
- **Legal status** – Interactions of a person served with the legal system, courts, jail, prison, who has legal authority of the person, etc.
- **Batch processing** – Bundling multiple claims and/or documents for processing as a group with minimal human interaction.

III.   Project Objectives
Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide a software solution for population management and administrative network management.

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 firms 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 Purchasing Section
> 525 N. Main, Suite 823
> Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, August 13, 2019**. Responses must be <u>sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date</u>. 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 pm CDT, 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 are permitted to partner with other businesses or sub-contract parts of the solution. 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

Summary: 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 consumers, professionals, and CSPs, 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 would be used by up to 22 unique full-time staff and up to 3 unique part-time staff. Estimated concurrent users are 15-20 full-time and 1-3 part-time.

General
- Describe how users can search for consumer records, documents, appointments, and communications.
- Describe how the user interface can be customized by individual users.
- Describe how users can manage appointment and communication scheduling.
- Describe how system sends appointment reminders to consumers, and which languages are supported.
- Describe how a user can search and/or view another user's schedule and/or caseload.
- Describe how system handles maintenance of redundant data. For example, if a consumer's phone number is shown in different views, is the phone number editable in only one view and pushed to the others, editable in multiple views and synchronized to them all, or entered and maintained separately in each view?
- Describe how system supports user-defined reporting, and any limitations on how reports are built or what may be included in them.
- Describe how system can export data, e.g. save reports as Excel Worksheets, user schedules as Outlook calendars, documents/forms as Microsoft Word files or PDF files, etc. Further describe how system can exclude PHI from exports if needed to maintain HIPAA compliance.

- Describe what kind of supporting documentation, instruction manuals, and training material will be available to users and administrators.

Intake and eligibility determination
- Describe what information the system collects during consumer intake.
- Describe how system supports collecting new types of consumer information to support the SCDDO's changing needs, e.g. adding a new type of assessment result or new type of ID number.
- Describe what information system records about other parties related to a consumer, e.g. parent, foster parent, guardian, sibling, attorney, case manager, placing agency, etc., and any limitations to number or type of other parties.
- Describe any special considerations the system makes for foster families.
- Describe how system helps manage workflow for intake and eligibility determination process, and how that workflow can be updated later to reflect the SCDDO's changing needs.
- Describe how users can be assigned to oversee individual consumers from initial contact through intake process and eligibility determination.
- Describe any limitations to what consumer information can be changed after original entry.
- Describe which data elements support history tracking, e.g. viewing a history of address changes.
- Describe how system guards against duplicate consumer entry.
- In the event that duplicate consumer entry is discovered despite safeguards, describe how system supports merging consumer records.
- Describe how system handles consumers who leave the SCDDO system and then return later.
- Describe any limitations on viewing data for consumers who are no longer active in the system, or on viewing earlier data for consumers who have left the system and then returned later.
- Describe how system manages referrals from the SCDDO to CSPs.
- Describe how system manages referrals from external partners to the SCDDO.
- Describe how system tracks record requests.

Funding, services, and authorizations
- Describe what information system collects for authorization of one or more services from one or more funding sources.
- Describe how system supports collecting new types of funding and/or authorization information to support the SCDDO's changing needs.
- Describe how system helps manage workflow for funding authorization process, especially for regularly recurring authorizations, and how that workflow can be updated later to reflect the SCDDO's changing needs.
- Describe how system helps manage a consumer waiting list.
- Describe how a user can view a history of services and/or authorizations.
- Describe how system handles capitated authorizations, and any limitations on the number, type, frequency, duration, or value of capitated authorizations.

Options counseling documentation
- Describe what information system collects when options counseling is provided to a consumer.
- Describe how system supports collecting new types of information to support the SCDDO's changing needs.
- Describe how system helps manage workflow for options counseling process, and how that workflow can be updated later to reflect the SCDDO's changing needs.
- Describe how the collected information could support the creation of multiple summary and notification documents, both to the consumer and to any impacted CSPs and managed care organizations.

- Describe what history tracking is supported for options counseling.
- Describe what kind of user-defined reporting could be done from options counseling data.

Functional assessment
- Describe how system supports IDD functional assessments. The SCDDO currently uses the Developmental Disability Profile tool as the functional assessment.
- Describe how system supports switching to a new functional assessment, or adding an additional assessment.
- Describe what kind of user-defined reporting could be done from functional assessment data.
- Describe how system helps manage workflow for functional assessment process, and how that workflow can be updated later to reflect the SCDDO's changing needs.

Legal status
- Describe how system tracks consumer incarceration.
- Describe how system tracks consumer correctional supervision.
- Describe how system tracks consumer parole status.
- Describe what kind of user-defined reporting could be done from legal status data.
- Describe how system supports collecting new types of legal status information to support the SCDDO's changing needs.

Precautions
- Describe how system supports adding user-defined precautions (e.g. history of sexual impropriety, etc.) to a consumer record.
- Describe how precautions would be displayed in any workflow involving that consumer.
- Describe what history tracking is supported for precautions.

Communications, document creation and storage
- Describe what information system collects for communications between the SCDDO and consumers or other parties, including in-person visits.
- Describe how system supports collecting new types of communications information to support the SCDDO's changing needs.
- Describe how user can view a history of consumer communications.
- Describe what kind of user-defined reporting could be done from communications data.
- Describe how documents are associated with a consumer record, especially how documents can be associated with specific events in the consumer record such as a functional assessment or an options counseling.
- Describe how users can design or create printable documents containing discreet data elements which are populated with data already in the system (e.g. consumer address), and/or user editable (e.g. calendar date for future appointment or drop-down menu for meeting location).
- Describe what kind of user-defined reporting could be done from user-editable data elements in documents.
- Describe how users can edit a document prior to locking, signing, saving, and/or printing.
- Describe how documents can be designed to restrict user editing.
- Describe how system supports secure electronic signatures on documents.
- Describe how system supports document workflow management, including assignment of a document from one user to another and notification of pending documents to the assignee.
- Describe how system supports automatic creation of printable documents at user-defined points in any given workflow, e.g. a Save the Date letter when scheduling a certain kind of appointment with a consumer, a notice to a CSP that funding authorization has been received, etc.

- Describe how system supports creation of printable documents to all active consumers and to subgroups of consumers by user-defined criteria. For example, an annual rights notification letter is created for all active consumers, or for all consumers with a birthday in a three-month period, and this letter is visible in the consumer record just like any other document.
- Describe how system supports mass printing of all documents meeting user-defined criteria, e.g. the annual rights notification letter in the example above.

Insurance coverage and consumer account management
- Describe what information system collects for insurance coverage of a consumer.
- Describe what information system collects for service transactions.
- Describe how system supports collecting new types of insurance and/or transaction information to support the SCDDO's changing needs.
- Describe how system distinguishes between billable and non-billable transactions.
- Describe how system manages eligibility determinations, in particular Medicaid eligibility. Include the recommended clearing house for electronic eligibility benefit inquiry if applicable.
- Describe how system generates and transmits a 270 eligibility or benefit inquiry and documents it in a consumer record. Describe any limitations on 270 generation or transmission, either individually or by batch.
- Describe how system generates Health Care Finance Administration compliant (HCFA) 837 electronic claims, processes an HCFA 835 file, and creates supporting documentation for Medicaid and commercial payers.
- Describe how system generates HCFA 1500 claim forms.
- Describe how system supports cascading a bill through multiple insurers/payers, and any limitations on number or type of payers when cascading.
- Describe how system posts payments to consumer accounts, and any limitations on posting either individually or by batch.
- Describe how system supports printing, managing, and rebilling claims, and any limitations on such either individually or by batch.
- Describe how users can review claim errors, individually and by batch.
- Describe how system manages denied charges.
- Describe how system helps manage workflow for consumer account management, and how that workflow can be updated later to reflect the SCDDO's changing needs.
- Describe what kind of user-defined reporting can be done from transaction, billing, and/or payment history.

Security
- Describe how system meets HIPAA standards.
- Describe system encryption methodology.
- Describe user account management, and any limitations on administrator's ability to add, activate, or de-activate users.
- Describe general security options, such as idle user lock/logout, password expiration, password recovery method, etc. Describe any limitations on administrator's ability to configure security options.
- Describe how administrators can limit user access to specific data elements, files, menus, commands, etc., by user and/or by role. Describe any limitations on the number or type of user roles.
- Describe what information is available via security audit logs.
- Describe what kind of user-defined reporting could be done from security data.
- If vendor/cloud hosted, vendor must notify SCDDO in the event any of the following occurs: security breach, anything impacting consumer care, defects and errors, and any 3rd party access to or request for data.

Consumer portal
- Describe how the consumer portal is secured.
- Describe what actions a consumer can perform via the consumer portal.
- Describe what information the SCDDO can provide to consumers via the portal.
- Describe how the system supports legal representatives acting on a consumer's behalf via the consumer portal, and any restrictions that can be imposed on such action.
- Describe how system helps manage workflow for maintaining and/or updating the consumer portal, and how that workflow can be updated later to reflect the SCDDO's changing needs.
- Describe what kind of user-defined reporting could be done from consumer portal data.

Technical
- Describe system implementation process and any responsibilities of the SCDDO or the county during implementation.
- Describe whether system is hosted in the cloud, in specific data centers, or on Sedgwick County servers.
- Describe how system security is maintained.
- List the platforms on which the system can be used – desktop, laptop, tablet, smartphone, more – and describe any limitations and/or requirements when used on each of those platforms.
- Describe how system functions differently when used on mobile platforms in locations without network coverage.
- Describe how new users can train in the system, or administrators can test system changes, without impacting the live "production" environment.
- Describe what information is available via system activity logs.
- Describe performance testing methodology.
- Describe technical support available to users, administrators, and/or other levels of user, and whether support is available via telephone, e-mail, and/or other channels.
- Describe technical support pricing, response times, and resolution times.
- Describe system update and/or maintenance schedule, how this would impact the ability of the SCDDO to use the system, and how and when the SCDDO would be notified of pending maintenance.
- If vendor/cloud hosted, describe service level agreement, including credits for failure to achieve uptime.
- If vendor/cloud hosted, describe data backup and recovery schedule, when and how Sedgwick County could receive copies of all data, and any limitations on ability to receive copies of data on regular schedule, on request, or on contract termination.
- Describe methodology for converting the existing database of active and inactive patient records to the proposed system. Although it is understood that a detailed knowledge of SCDDO's current records has not been offered, past experience of successful conversions should be utilized in providing an estimate. SCDDO is currently using PsychConsult, by Askesis Development Group.

Desirable Project Features

Summary: Preferred system would additionally have the ability to manage and track details of the IDD CSP network in accordance with the SCDDO's regulatory and contractual requirements. Regulatory requirements include (but are not limited to) provider credentialing, contracting, compliance verification, quality oversight, network capacity, consumer satisfaction, data collection, etc.

General
- Describe what information the system collects when adding a CSP to the network.
- Describe what information the system collects about CSP staff, as well as any limitations on the type or number of roles that can be assigned to a single staff member.

- Describe how system supports collecting new types of CSP and/or CSP staff information to support the SCDDO's changing needs.
- Describe how the system handles removal/deactivation of a CSP.
- Describe any differences in how the system handles contracted vs. non-contracted CSPs.
- Describe how individual CSP staff are associated with a CSP, and how the system tracks changing associations over time. For example, if a particular case manager leaves one CSP and joins another.
- Describe how users can search for CSP information, and any limitations on what information could or could not be used in the search.
- Describe what kind of user-defined reporting could be done from CSP data.
- Describe how system helps manage workflow for maintaining CSP information, and how that workflow can be updated later to reflect the SCDDO's changing needs.
- Describe which data elements support history tracking, e.g. viewing a history of address changes.
- Describe how multiple service locations can be associated with a CSP, e.g. one CSP manages multiple group homes and/or day program sites.
- Describe how system supports creation of a printable directory listing contact info, services offered, and funding sources accepted for all active CSPs. Further describe how the content and/or layout of the directory can be updated later to reflect the SCDDO's changing needs.

Communications, document creation and storage
- Describe what information system collects for communications between the SCDDO and CSPs, including in-person visits.
- Describe how system supports collecting new types of communications information to support the SCDDO's changing needs.
- Describe how user can view a history of CSP communications.
- Describe what kind of user-defined reporting could be done from communications data.
- Describe how documents are associated with a provider record.
- Describe how user would enter a mass communication such an e-mail sent to all or some CSPs, and how that communication would be associated with each provider record.
- Describe how users can design or create printable documents containing discreet data elements which are populated with data already in the system (e.g. provider address), and/or user editable (e.g. calendar date for future appointment or drop-down menu for meeting location).
- Describe what kind of user-defined reporting could be done from discreet data elements in documents.
- Describe how users can edit a document prior to locking, signing, saving, and/or printing.
- Describe how documents can be designed to restrict user editing.
- Describe how system supports secure electronic signatures on documents.
- Describe how system supports document workflow management, including assignment of a document from one user to another and notification of pending documents to the assignee.
- Describe how system supports automatic creation of printable documents at user-defined points in any given workflow, e.g. a Request for Information letter when initiating annual re-credentialing, a Site Visit Summary letter after conducting a quality assurance visit, etc.
- Describe how system supports creation of printable documents to all active CSPs and to subgroups of CSPs by user-defined criteria. For example, a contract amendment letter is created for all contracted providers, or an insurance update reminder letter is created for all providers with policies expiring in the next 30 days, and this letter is visible in the provider record just like any other document.

- Describe how system supports mass printing of all documents meeting user-defined criteria, e.g. the contract amendment letter described above.
- Describe how communications or documents in the provider record can be associated with consumer records in a way that renders the consumer unidentifiable as defined by HIPAA Privacy Rule de-identification standards.

Credentialing
- Describe how system tracks the credentialing status for CSPs, and any limitations on the type, number, or order of statuses used during the credentialing process.
- Describe how user can view a history of credentialing status changes.
- Describe how system handles different credentialing requirements. For example, a day service provider has different requirements than a residential service provider, and initial credentialing has different requirements than annual re-credentialing.
- Describe how system records business insurance for a CSP, and any limitations on the type or number of insurance policies.
- Describe how system helps manage workflow for CSP credentialing, particularly how to enforce that all requirements have been met, and how that workflow can be updated later to reflect the SCDDO's changing needs.
- Describe what kind of user-defined reporting could be done from credentialing data.

Contracting
- Describe how system tracks which services a CSP is contracted for and which insurance or other funding sources they accept.
- Describe how system supports service availably modifiers, such as only serving a certain age range or specialized population (e.g. visually impaired). Further describe any limitations on the type or number of modifiers that can affect a service, and if different modifiers can be applied to the same service based on which funding source is used.
- Describe how system helps manage workflow for provider contracting, and how that workflow can be updated later to reflect the SCDDO's changing needs.

Provider authorization and accounts payable
- Describe how system manages authorizations by funding source, and any limitations on number or type of funding sources, procedures, durations, and/or CSPs, as well as any limitations on number or type of funding sources per authorization.
- Describe how system creates an explanation of benefits by funding source and/or CSP.
- Describe how system supports CSP requests for reimbursement for authorized services.
- Describe how authorizations can be capped and how processing payments depletes the authorization.

Options counseling
- Describe how users can search for information about CSPs that meet criteria based on a consumer's needed services, their insurance or other funding source, and their age or other special considerations.
- Describe how the service availability modifiers from the Contracting section could or could not be used by SCDDO options counseling staff.
- Describe how system supports temporary and/or indefinite holds on one or more services offered by a specific CSP. For example, counselors would not offer provider X as an option for residential services for 30 days because that provider is at capacity for residential services, but would still offer provider X as an option for day services. Further describe any limitations on the number, type, or duration of holds.
- Describe how user can view a history of holds.
- Describe what kind of user-defined reporting could be done from hold history.

Compliance verification and quality oversight
- Describe how system supports a variety of quality oversight actions, including site inspections, review of CSP staff training and licensing records, capacity monitoring, satisfaction survey results, critical incident reports, grievance management, dispute resolution, and improvement plans.
- Describe what information system collects for quality oversight of CSPs.
- Describe how system supports collecting new types of quality oversight information to support the SCDDO's changing needs.
- Describe how specific communications between the SCDDO and CSP and/or documents in the provider record can be associated with one or more quality oversight actions.
- Describe how one or more quality oversight actions can be associated with each other, and any limitations on the number or type of such associations. For example, an initial site visit leads to a follow-up site visit which leads to an improvement plan, all concerned with the same issue.
- Describe how system helps manage workflow for quality oversight, and how that workflow can be updated later to reflect the SCDDO's changing needs.
- Describe what kind of user-defined reporting could be done from quality oversight data.

CSP portal
- Describe how the CSP portal is secured.
- Describe what actions a CSP can perform via the portal.
- Describe what information the SCDDO can give to CSPs via the portal.
- Describe how system helps manage workflow for maintaining and/or updating the CSP portal, and how that workflow can be updated later to reflect the SCDDO's changing needs.
- Describe what kind of user-defined reporting could be done from CSP portal data.

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 SCDDO 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.

VI. Sedgwick County's Responsibilities
- 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.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

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 5:00 pm CDT, Friday, July 19, 2019. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/ under the Documents column associated with this RFP number by 5:00 pm CDT, Wednesday, July 24, 2019. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B.   Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed theses 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 3 years' experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. 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.
5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.

C.   Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

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 firm'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 also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

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 firm 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 Purchasing Section at (316) 660-7255 to confirm any and all dates**.**

Distribution of Request for Proposal to interested parties	**June 27, 2019**
Questions and clarifications submitted in writing by 5:00 pm CDT	**July 19, 2019**
Addendum Issued	**July 24, 2019**
Sealed Proposal due before 1:45 pm CDT	**August 13, 2019**
Evaluation Period	**August 13, 2019-September 19, 2019**
Board of Bids and Contracts Recommendation	**September 19, 2019**
Board of County Commission Award	**September 25, 2019**

E.   Contract Period and Payment Terms
A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of three (3) years. This agreement will automatically renew at the end of each term for a further term of 1 year unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.

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
https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F.   Insurance Requirements
Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, 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.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	$1,000,000.00
General Aggregate, per project	$2,000,000.00
Personal Injury	$1,000,000.00
Products and Completed Operations Aggregate	$2,000,000.00
Automobile Liability:	
Combined single limit	$500,000.00
Umbrella Liability: Following form for both the general liability and automobile ____ **Required/ __X__ Not Required**	
Each Claim	$1,000,000.00
Aggregate	$1,000,000.00
Professional Liability/ Errors & Omissions Insurance: __X__ **Required/ ____ Not Required**	
Each Claim	$1,000,000.00
Aggregate	$1,000,000.00
Pollution Liability Insurance: ____ **Required/ __X__ Not Required**	
Each Claim	$1,000,000.00
Aggregate	$1,000,000.00
"Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than $1,000,000 combined single limit to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of Client or Client's clients." __X__ **Required/ ____ Not Required**	
Each Claim	$1,000,000.00
Aggregate	$1,000,000.00

Special Risks or Circumstances:

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

CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, Contractor shall also provide the following:

Builder's Risk Insurance:	In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, Contractor, and all Subcontractors shall be included as named insureds.

G.   Indemnification

To the fullest extent of the law, the provider, 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 provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider 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 provider, 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 provider 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

https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf

General Contract Provisions
https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf

  Mandatory Contract Provisions
https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf

       Independent Contractor
https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf

  Sample Contract
https://www.sedgwickcounty.org/media/39236/sample-contract.pdf

VIII.   Required Response Content
All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
3. The firm's relevant experience, notably experience working with government agencies.
4. 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.
5. 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.
6. 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.
7. Proof of insurance meeting minimum insurance requirements as designated herein.
8. Those responses that do not include all required forms/items may be deemed non-responsive.

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**

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REQUEST FOR PROPOSAL
19-0037
ELECTRONIC MEDICAL RECORDS SOFTWARE
</div>

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 _____

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RFP #19-0037
Sedgwick County…Working for you
</div>

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 onto 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. All portable media used must be FIPS 140-2 compliant media encrypted with hardware encryption using AES 256 algorithm.
24. Non-employee personnel may not remove, modify, erase, destroy or delete any computer software without the written approval in advance of the CIO.
25. Non-employee personnel shall not attempt to obtain or distribute Sedgwick County system or user passwords.
26. 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.
27. 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.
28. Non-employee personnel may not use Sedgwick County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
29. Non-employee personnel are prohibited from causing Sedgwick County to break copyright laws.

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: 12/13/2018   Sedgwick County Sponsor – employee and department