



# Request for Proposal #17-015 to Provide Electronic Health Record (EHR) Technologies

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May, 2017

*Prepared For Emergence Health Network*

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# I. General Information

## Purpose of Request For Proposal (RFP)

Emergence Health Network is seeking a vendor to provide a comprehensive, electronic health record (EHR) and billing software application.

## Emergence Health Network Information

Emergence Health Network provides recovery-based services for mental health, developmental disability, and related conditions for the people of El Paso County. More information can be found on the organization's website: <https://www.emergencehealthnetwork.org/>.

## Technology Solution Process & Timeline

Emergence Health Network hopes to make a decision regarding its software technology solution by November 2017. As such, the following timeline has been established once the RFP responses have been received:

<b>July 2017</b>	Select Vendors Are Invited To Conduct Initial Half-Day On-Site Software Demonstrations
<b>August 2017</b>	Vendor Finalists Are Invited For Full-Day On-Site Software Demonstrations
<b>August &amp; September 2017</b>	Additional Vetting Of Vendor Finalists, Including Technical Reviews & Customer Reference Checks
<b>October &amp; November 2017</b>	Final Vendor Selection & Contracting

## General Provisions

These General Provisions are considered standard language for all EHN proposals and RFP documents. If any "specific proposal requirements" differ from the General Provisions listed here, the "specific proposal requirements" shall prevail.

### 1. RFP PACKAGE

The proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by EHN, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by EHN. Any individual signing on behalf of the proposal expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the CEO. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. Changes must also be

made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with EHN.

## 2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the [bidquestions@ehnel Paso.org](mailto:bidquestions@ehnel Paso.org) or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all proposals. The signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

## 3. PROPOSER'S RESPONSIBILITY

The preferred proposer will:

- Demonstrate continuous operation of their business for services requested under this RFP for a minimum of 5 years;
- Demonstrate adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders that may be required in performing the services requested under this RFP;
- Demonstrate a satisfactory record of performance for the services requested under this RFP; and
- Demonstrate a satisfactory record of integrity and ethics.

## 4. REJECTION/DISQUALIFICATION OF PROPOSALS

EHN reserves the right to: (1) Reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts in seeking proposals or execution of a resulting contract for any reason or no reason whatsoever. EHN reserves the right to accept or reject all or any part of the proposal, waive technicalities, or to award by item or by total proposal; (2) Proposals may be rejected for any of (but not limited to) the following:

- a. Failure to use the proposal form(s) furnished by EHN, if applicable.
- b. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- c. Failure to properly complete the proposal.
- d. Proposals that do not meet the mandatory requirements.
- e. Evidence of collusion among proposers.

## 5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer/bidder to review the entire RFP/IFB packet and to notify EHN if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received by EHN no later than the close of third business day following the submission deadline. Vendors are to propose as specified herein or propose an approved equal/substitutes.

#### 6. SUBSTITUTES

It is not EHN's intent to discriminate against any material of equal merit to those specified. However, should the proposer desire to use any substitutions, prior written approval shall be obtained from EHN prior to the Question Deadline in order that an addendum might be issued.

#### 7. EXCEPTIONS TO PROPOSAL

The proposer will complete and submit the attached deviation form should proposer require any exceptions to the conditions of the proposal. If no deviations are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by EHN. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

EHN reserves the right to offer these alternatives to other proposers.

#### 8. PRICING

Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver. Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to EHN, including all freight or shipping charges. In case of error in extension, unit prices shall govern. Proposal subject to unlimited price increases will not be accepted. EHN is tax exempt and no taxes should be included in your proposal. Price should be itemized.

Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the Proposer, EHN may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to EHN. Prices paid by EHN shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

#### 9. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, EHN qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by EHN is exempt from the taxes imposed under Chapter 151.

#### 10. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of EHN.

#### 11. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposer from being considered by EHN. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to render the proposal and to sign the proposal sheets and contract under the terms and conditions of this Proposal and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is fully executed by both parties.

#### 12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

An award will be offered to the responsible proposer whose proposal is determined to be the best value and demonstrates the best ability to fulfill the requirements set forth in an RFP/IFB. The prices proposed will be considered firm and cannot be altered after the submission deadline. The proposed cost to EHN will be considered firm, unless EHN invokes its right to request a best and final offer and cannot be altered after the submission deadline.

A proposer whose proposal does not meet the mandatory requirements set forth in this RFP/IFB will be considered noncompliant.

Each proposer, by submitting a proposal, agrees that if its proposal is accepted by EHN, such proposer will furnish all items and services upon the terms and conditions in this proposal and any resultant contract.

Proposer shall submit to EHN, for approval, within ten (10) days from notice of contract award, all certificates of insurance evidencing the required coverage as described under the section entitled "Insurance".

#### 13. PUBLIC INFORMATION ACT

The parties agree that EHN is a governmental entity for purposes of the Texas Public Information Act (TPIA), codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. **Proposer acknowledges that any and all information submitted to EHN is subject to disclosure to third parties as per the requirements of the TPIA.**

#### 14. RESULTANT CONTRACT

**Any resultant contract shall be executed by both parties before taking effect.** The contract documents shall consist of the contract, any addenda or amendments thereto, the general and special provisions, the drawings, proposal package and any addenda issued, and any change orders issued during the work.

The contracts to be entered into between EHN and those whose proposals are accepted shall include, in addition to additional terms as agreed to by the parties, the following provisions.

The term "Contractor" as indicated below shall mean vendor or any other term which describes the awardee.



### **Governing Law and Venue**

Contractor acknowledges that EHN is a governmental agency established under the laws of the State of Texas. The parties agree that this contract is governed by the laws of the State of Texas. Venue for any legal claim shall be proper in the federal or state courts in El Paso County, Texas.

### **Texas Tort Claims Act**

Contractor acknowledges that EHN is a governmental agency and subject to the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101. Nothing in this Agreement shall be construed as a waiver of the rights or immunities available to EHN under the Texas Tort Claims Act.

### **General Conditions and Stipulations**

- a. **Indemnification and Worker's Compensation.** Contractor shall defend, indemnify and hold harmless EHN, its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the Contractor's acts or omission in the performance of the duties required under the Agreement. Contractor acknowledges that EHN, as a governmental agency cannot indemnify third parties as per the requirements of Texas law.
- b. **Independent Contractor.** It is agreed nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto. Further, nothing in this agreement shall be construed as establishing Contractor as the agent, representative or employee of EHN for any purpose or in any manner whatsoever. Contractor represents it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, or employees shall in no way be the responsibility of EHN. Such personnel or other persons employed by Contractor shall not be entitled to any compensation, rights or benefits of any kind available to EHN employees, including, without limitation, medical and hospital care, sick and vacation leave, worker's compensation, unemployment compensation, disability, or severance pay.

### **Right to Terminate**

EHN reserves the right to terminate this Agreement subject to thirty (30) calendar days' written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if EHN should substantially fail to perform its responsibilities as provided herein.

Additionally, EHN reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor should it be later identified as a service which can be consolidated into a statewide/regionalized Agreement. EHN may exercise its option to cancel the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, EHN would receive a better rate for the same service.

However, EHN can immediately terminate this Agreement for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the EHN's notification to the Contractor.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or EHN's premises or equipment are destroyed by fire or other catastrophe, or so



*substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.*

**Liability for Loss and Damages**

*Any damages by the Contractor to an EHN facility including equipment, furniture, materials or other EHN property, will be repaired or replaced by the Contractor to the satisfaction of EHN at no cost to EHN. EHN may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.*

**Computer Software Management Memo**

*Contractor certifies that it has appropriate systems and controls in place to ensure that EHN funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.*

**Accounting Principles**

*The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.*

**Liability for Nonconforming Work**

*All work provided by the Contractor shall conform to the latest requirement of federal, state, and local regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this agreement.*

*The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, EHN, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing EHN for any additional expenses incurred to cure such defects.*

**Subcontractor/Consultant Information**

*Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify EHN in writing within ten (10) working days of any changes to the subcontractor and/or consultant information.*

**Temporary Nonperformance**

*If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, EHN, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.*

**Extension of Term**

*If it is determined to be in the best interest of EHN, this Agreement may be amended to extend the term. Upon signing the amendment, the Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement. Agreement shall not be set for auto renewal.*

**Prohibition on Contracts with Companies Boycotting Israel**

*Pursuant to Chapter 2270 of the Texas Government Code, Contractor represents and warrants that it does not boycott Israel and will not boycott Israel during the term of this Agreement.*

**15. PROPOSER INVESTIGATION**

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the Agreement and to verify any representations made by EHN upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer for additional compensation.

**16. NO COMMITMENT BY EHN**

This Proposal does not commit EHN to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this proposal, or to procure or contract for services or supplies.

**17. SINGLE PROPOSAL RESPONSE**

If only one proposal is received in response to the Invitation for Bid or Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

**18. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be posted on the EHN Purchasing website. EHN is not bound by any oral representations, clarifications, or changes made in the written specifications by EHN's employees, unless such clarification or change is posted on the EHN Purchasing website. It shall be the Proposer's responsibility to check the website prior to the proposal opening date to verify whether any addendums have been posted.

**19. PROPOSAL IDEAS AND CONCEPTS**

EHN reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

**20. BID/PROPOSAL DISCLOSURES**

Results of proposals for the purchase of goods, materials, general services and construction are considered public information at the time of the proposal opening. All information contained in the proposal response is available for public review.

**21. WITHDRAWAL OF PROPOSAL**

Proposer may request withdrawal of a sealed proposal prior to the Submission Deadline provided the request for withdrawal is submitted to EHN in writing.

**22. INDEMNIFICATION**

- a. The Proposer shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, EHN, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from Proposer's operations under this contract, its use of EHN facilities and/or

equipment or from any other breach on the part of the Proposer, its employees, agents or any person(s) in or about EHN's facilities with the expressed or implied consent of EHN. Proposer shall pay any judgment with cost which may be obtained against EHN resulting from Proposer's operations under this contract.

- b. Proposer agrees to indemnify and hold EHN harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Proposer shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Proposer fails to do so, then EHN reserves the right to pay unpaid bills of which EHN has written notice direct and withhold from Proposer's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.
- c. Any successful proposer who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to EHN. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed proposal specifications or scope of work.

## 23. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

### INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO EHN

#### GENERAL LIABILITY:

\$1,000,000 – Each Occurrence  
 \$1,000,000 – General Aggregate  
 \$1,000,000 – Personal & Advertising Injury  
 \$1,000,000 – Products/Completed Operations – Aggregate  
 \$5,000 – Premises Medical Expense  
 \$500,000 – Fire Legal Damage Liability Emergence Health Network named as "Additional Insured" Waiver of Subrogation

#### AUTOMOBILE:

\$1,000,000 – Each Occurrence  
 Emergence Health Network named as "Additional Insured" Waiver of Subrogation

#### WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident  
 \$1,000,000 – Employers Liability – Each Employee  
 \$1,000,000 – Employers Liability – Disease – Policy Limit Statutory Limits  
 Waiver of Subrogation

#### CONSTRUCTION PROJECTS

additional requirements:  
 Builders Risk Policy for total amount of completed project Bid Bond

## Performance & Payment Bond

### PROFESSIONAL SERVICES

additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

### CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to EHN.

Insurance is to be placed with insurers having a best rating of no less than A. The Proposer shall furnish EHN with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, EHN has the right to pursue other remedies permitted by law or in equity. EHN agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against EHN arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. EHN agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall EHN be liable for any damage to or destruction of any property belonging to the Proposer.

Emergence Health Network shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

## 24. MENTAL HEALTH FRIENDLY WORKPLACE

The Proposer shall submit a narrative demonstrating its commitment as a mental-health friendly workplace, however this may not be a determining factor in the proposal process.

## 25. MANDATORY DISCLOSURE

Texas law requires the following disclosures by vendors: Conflict of Interest Disclosure Reporting (required of all vendors responding to the IFB/RFP) 20 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form "Appendix I), in which the vendor must disclose any covered affiliation or business relationship with EHN personnel that might cause a conflict of interest with a local government entity. The EHN appointed officials and employees listed in Appendix K will award or make recommendations for the awarding of a contract. By law, a

completed questionnaire must be filed with EHN. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this IFB/RFP.

**26. NON-COLLUSION AFFIDAVIT**

The Proposer declares, by signing and submitting a response to this IFB/RFP, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited another proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

No EHN appointed official or employee who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all EHN contracts for this service.

**27. SOVEREIGN IMMUNITY**

EHN specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**28. MERGERS, ACQUISITIONS**

The Proposer shall be required to notify EHN of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this Proposal the Proposer shall merge or be acquired by another firm, the following documents must be submitted to EHN.

- a. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- b. New Proposer's Federal Identification Number (FEIN); and
- c. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide EHN with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The new Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan for its approval.

**29. DELAYS**

EHN reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of EHN. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused

by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

**30. ACCURACY OF DATA**

Information and data provided through this Proposal are believed to be reasonably accurate.

**31. SUBCONTRACTING/ASSIGNMENT**

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

**32. INDEPENDENT CONTRACTOR**

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing EHN to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Proposal.

**33. MONITORING PERFORMANCE**

EHN shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

**34. ASSURANCES**

Proposer, in responding, represents the following:

- a. Proposer has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal; and
- b. Proposer has arrived at the proposal independently without consultation, communication, or agreement for the purpose of restricting competition; and
- c. All cost and pricing information is reflected in the RFP response documents only; and
- d. Proposer and if applicable, its officers or employees, have no relationship now or will have no relationship during the contract period that interferes with fair competition or that is a financial or other conflict of interest, real or apparent; and
- e. If applicable, no member of the Proposer's staff or governing authority has participated in the development of specific criteria for award of this prospective contract, nor will participate in the selection of the successful Proposer to be awarded this prospective contract; and
- f. Proposer has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for award of this prospective

contract or will participate in the selection of the successful Proposer awarded this prospective contract; and

- g. Proposer, if currently providing services to EHN on a contractual or employment basis, shall not obtain and use, or attempt to obtain, confidential information regarding EHN operations that provides an undue advantage in the selection process; and
- h. Proposer has not given, offered to give, nor intends to give any economic opportunity, gift, loan, gratuity, special discount, trip, favor, or service to any public servant (including, but not limited to any member of the Board of Trustees or staff) or any public employee (including, but not limited to, any employee of EHN) in connection with its submitted proposal; and
- i. Proposer accepts the terms, conditions, criteria and requirements set forth in the above procurement package; and
- j. Proposer accepts EHN sole right to award any proposal (including negotiating with or issuing a contract to more than one Proposer when doing so would be in the best interests of EHN) or reject any or all proposals submitted at any time; and
- k. Proposer accepts EHN sole right to cancel the proposal at any time EHN so desires; and
- l. Proposer is not entitled to and will make no claim for payment to cover costs incurred in the preparation of the submission of its proposal or any other associated costs, even in situations where EHN cancels the proposal or rejects all proposals submitted in response to the proposal; and
- m. Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any completed contract that may result from its proposal; and
- n. Proposer, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas or is not otherwise subject to payment of franchise taxes to the State of Texas; and
- o. Proposer owes no funds to the State of Texas for unresolved audit exceptions. An unresolved audit exception is an exception for which the Proposer has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment; and
- p. Proposer agrees that information about individuals served by the EHN will be kept confidential; and
- q. Proposer shall comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, described in this proposal who will perform any labor or services; and
- r. Proposer shall comply with all federal statutes relating to nondiscrimination including but not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, gender, pregnancy, religion, and national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. §504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of disabilities; the Age Discrimination in Employment Act; the



Americans with Disabilities Act of 1990; Chapter 21 of the Texas Labor Code, which is informally referred to as the Texas Commission on Human Rights Act; and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age); and

- s. Proposer warrants that, to the extent it has exposure, access or control of patient information, it will protect the privacy and provide for the security of Protected Health Information ("PHI") that is in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable federal and state laws, including, but not limited to the requirements of Texas Health and Human Services as stated within their Data Use Agreement.
- t. Proposer shall comply with the requirements of Chapter 81 of the Texas Civil Practice and Remedies Code; and
- u. As provided by the Texas Family Code, §231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Proposer certifies that it is not ineligible to receive any payments under any contract resulting from its proposal and acknowledges that any contract that is executed as a result of its proposal may be terminated and payment may be withheld if this certification is inaccurate; and
- v. Proposer agrees to provide EHN with any information necessary to validate any statements made in its proposal, as requested by EHN. Such requests may include, but not necessarily be limited to, allowing access for on-site observation, granting permission for EHN to verify information with third parties, and allowing inspection of Proposer's records. Proposer understands that failure to substantiate any statements made in Proposer's proposal shall result in disqualification of the proposal.

NOTICE: EHN will not be liable for any fees or charges not specifically detailed in your proposal.

*EHN is an equal opportunity employer.*

## II. Procurement Protocols & RFP Response Package Instructions

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### Response Timeline

#### NOTICE TO INTERESTED PARTIES

#### ELECTRONIC SUBMISSIONS ONLY

Submissions must be received only via email at [rfp@ehnpaso.org](mailto:rfp@ehnpaso.org) **before 3:00 p.m. Mountain Time, June 20, 2017 ("Submission Deadline")**. Email attachments shall not exceed 150 MB per email.

Subject line of the email must state:

RFP #17-015 to Provide Electronic Health Record (HER) Technologies

### Response & Communication Protocols

**Do not contact the requesting department or any individual who may recommend or grant an award. Any questions or additional information required by interested vendors must be emailed to: [bidquestions@ehnpaso.org](mailto:bidquestions@ehnpaso.org) before June 13, 2017 at 12:00 p.m. Mountain Time ("Question Deadline"). Solicitation number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in specifications will be posted on the EHN website as an addendum. It shall be the proposer's responsibility to check the website prior to the due date/opening to verify whether any addendums have been posted. Website: [www.emergencehealthnetwork.org](http://www.emergencehealthnetwork.org); Procurement.

In order to remain active on the Emergence Health Network Vendor list, each vendor receiving this proposal must respond in some form. Vendors submitting proposals must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the Emergence Health Network.

Responses must follow the prescribed format detailed in this section in order to be accepted.

## Response Package Components

Responses to this RFP must include the following components:

### i. Vendor Overview

In this section, describe your company and what key qualifications you have to meet Emergence Health Network's needs. In addition, complete Appendix A: Customer Market Information, to tell us about the number of customers you have and which states they are located in.

### ii. Technical Information & Infrastructure Requirements

In this section, Emergence Health Network is looking for detailed technical information about your software solution, as well as the infrastructure requirements needed to successfully deploy your application. Please detail the hardware, network, and communication infrastructure requirements and third-party software needed to support your application, as well as any other technical information you deem necessary to understand how to fully deploy and support your application. Additionally, please respond to these specific questions regarding your technology solution:

#### a. Workflow Customization

The EHR should be able to be customized to your workstyle and practice. Some EHRs position themselves as built for a specialty, but don't offer flexibility. Ensure that the EHR lets you customize your workflow with customizable clinical forms and smart templates.

- Does your system have two factor authentication?
- Does your system provide flexibility for cross training employees?
- Does your system have single sign on capability?
- Does your system allow you to edit with one click?
- Does your system auto populate with the prior's note date?
- Is your system able to direct you to the following sections automatically?
- Does your system have the ability to access/view a form before the final is approved?
- Does your system have the ability to navigate between multiple opened forms?
- Will your system will be able to send alerts when a client is closed/suspended?
- Will your system have separate tabs that allow medical staff to quickly review a consumer's health record? (Example: quick access tab for medical progress notes, educational information, etc.)
- Is your system able to assist users in developing treatment strategies, suggesting course of treatment, providing educational material for specific diagnosis and medications?

#### b. Native Smartphone/Tablet Applications

The EHR platform should provide us with web access in addition to a native experience on SmartPhones and tablets. Native apps provide the full functionality of all of the SmartPhone features such as the built-in camera and microphone as well as the ease-of-use associated with a true native app. We should not have to worry about the loss of functionality caused by having to access your EHR on a tablet via an internet browser.

- Will your system interface with a phone system to make appointments, reminders or other information?
- Is your system able to work with tablets and smartphones applications so that signatures can be obtained, reports can be run and real time information can be viewed on those devices?

c. Referrals, Labs, & Integrated eRx

The EHR should allow us to seamlessly refer, order labs and write prescriptions. Referrals, labs and eRx must be integrated into the EHR to create a paperless solution that easily fits in our workflow. Lab and prescription capabilities must be integrated with best-in-class systems, like LabCorp, Quest, Surescripts and third party labs to provide patients with a plethora of options.

- Is your system able to send referrals?
- Will your system send notifications for any missed labs that the client may have failed to attend?
- Will your system be able to make recommendations when labs need to be done depending on med RX?
- Is your system able to notify staff when errors are being made, so the corrections can be done instantly instead of having to go back and corrected them?

d. Real Time Eligibility & Medical Billing

The EHR should provide us with real time eligibility checks so you know your patients' insurance status in seconds. In addition to Real Time Eligibility checks, the EHR should allow us to bill straight from our EHR platform, including making billing inputs during the appointment. The EHR must be integrated with a top tier clearing house.

- Is your system integrated with top tier clearing house, like Emdeon or Trizetto?
- Will your system be able to provide ADHOC customized reports, accrual-based not cash-based, General Ledger Interface, Static Reporting for Accounts, and AIR management reporting flexibility?
- Does your system have pop ups as the note is being written to ensure that all components needing billed are available for any service?
- Is your system able to provide the latest insurance status quickly?
- Is your system able to access a consumer's financial record through one tab to include copay, insurance information, pending balance, payments, pending reimbursements, and reimbursements from insurance company?
- Does your system have a report that shows all financials that are expired and updates in the system once financial is completed?
- Will your system be able to send alerts on expired financials?
- Is your system able to process services for billing instantaneously?

e. Data Flexibility & Portability

The solution should provide us with unlimited storage, seamless backup and ultimate data portability. An EHR integrated with a HIPAA-compliant cloud storage system is preferred but not required. The EHR should onboard our existing data while giving us the flexibility to take our data with us if we choose another solution.

- Will your system be maximized for speed?
- Do you offer on-site training?

- Is your system able to set up specialized suspense codes based on programs requirements and allow alerts for different assessments and treatment plans?
- Will your system send alerts when an assessment will be expiring?
- Will your system show LOC authorized assessment dates and recovery plan date?
- Is your system able to submit a billable progress note when entering more than 48 hours of services?
- Will the system calculate the consumer's monthly services to reflect UMUR guidelines? This would allow us to see how much time we are serving a consumer on average per month?

f. [Patient Portal](#)

The EHR should provide us with a patient-friendly portal where they can manage essential aspects of their medical experience. This includes the ability to book appointments online, access their medical records, securely message their physician and pay their bills.

- Will our clients be able to review their address, phone, insurance and leave comments if they have to make changes?
- Will our clients that are on rep-payee services be able to have access to see activity on account and balances financials?
- Will our clients have access to their recovery plan and assessment?

g. [Patient Check-In](#)

The EHR should provide us with a "clipboard free" way to check-in our patients. The EHR should provide us with a comprehensive check-in solution; the solution should allow our staff to provide our patients with a seamless check-in experience. Additionally, all input data should easily sync with the patient's EHR record upon approval from the front-desk staff.

- Does your system have a computerized check in for the front desk where client will enter their own information as well as view the next available appointment?
- Will your system be able to check in consumers for all services and not only for providers?

h. [Advanced Tools For Efficiency](#)

An EHR should offer time saving tools like medical speech to text, billing and appointment profiles, and macro buttons. Macros and profiles should be easy to build and use across the EHR. Medical speech-to-text should allow us to take clinical notes by voice and adapt to any accent or speech style.

- Does your system have the ability to dictate into the system with resulting transcriptions?
- Will your system increase efficiency and raise productivity, expand flexibility, improve user engagement, and decrease costs?
- Does your system offer configurable workflows and is it flexible enough to adapt to our ever-changing needs?
- Is your system able to match employee timesheets to notes entered and generated a quick, accurate productivity report (breaking it down by service codes, etc.)?
- Will your system review for accurate billing codes?
- Does your system link the client's insurance company with the medication that is being prescribed and automatically informs the provider that the medication is out of the formulary and therefore "uncovered"?

- Does your system allow the provider to complete a Prior Authorization for the insurance company to provide clinical justification for the use of a medication?
- Does your system eliminate the old, time consuming process of having to interchange faxes of information to get a medication approved?
- Does your system provide easy to access to EHR records where all documents in the system that are scanned and organized by departments?

**i. API & Third Party Integrations**

The EHR must allow us to integrate with other health applications or build directly on their API. An open API allows integrating the most innovative solutions in healthcare into our platform.

- Will the system link community resources so that we may have easier access?

**j. Meaningful Use**

The EHR solution must be Meaningful Use Stage 1 and 2 Certified, at the very least. Selecting an EHR that is certified for Meaningful Use will allow us to qualify for the Meaningful Use Incentive program. The new EHR must allow us to combine our data to attest for the current reporting period.

- Does your system include Meaningful Use data gathering and reporting capabilities?
- Are things like state reporting, compliance, and Meaningful Use priorities for your system?
- Does your system have a proven, state reporting process for Texas?

**k. Back Office (IT)**

The EHR should provide effective tools to allow us to administer all back office functions of the system. It should include a job scheduler to allow for automation and eliminate manual work. The EHR should provide system monitoring tools and effective visibility of system state, a consistent look and feel, minimalist design (excessive number of “views”), informative feedback (smart alerts, good error messages, improved self-help features – “help”), reversible actions (to recover from user errors), user customizability (to allow users to customize their personal view of screens). It should also be programmed in a way that minimizes memory load and be built for speed and efficiency.

- Explain your upgrade process.
- Does your system have good quality assurance?
- If a local client is needed, are upgrades automated?
- Will your system improve documentation for promotions and manuals?
- Does your system offer a browser-based interface?
- Does your system offer a document imaging management system for medical records?
- Will your system have the option to schedule and to purge older medical records (in compliance with HIPAA)?
- Will your system have the option to archive first, then purge, so we keep an electronic record of all purging activities?
- Will your system use active directory or local users to know who is logging-in to the database?

- Client representatives should be available at all times, including weekends and holidays and should answer or call back in a timely manner.
- Does your company have a separate team for each center made up of a developer, engineer and primary support personnel? This creates rapport and familiarity with the center and the EHR support team.

### iii. Training, Implementation, Support, Data Conversion, & Software Upgrades

In this section, describe your organization's typical approaches to training, implementation, support, data conversion, and software upgrades. Include the following detailed information in this section:

- The number of full-time equivalent (FTE) staff members you have in each of these operational areas
- Information on typical implementation services, including key tasks, timelines, and staff members involved both from your organization and the purchaser
- The operations of your Help Desk and availability
- Typical resolution time for Help Desk tickets
- Information about User Groups
- Information about how customers are involved in the software enhancement decision process and how frequently upgrades occur
- Availability of End-User Documentation

### iv. Configurable Form & Field Capability

In this section, detail how your software solution will support the creation of electronic health records as well as any other electronic data forms that Emergence Health Network needs and how end users (versus you as the vendor) will be able to customize the electronic record. Emergence Health Network is expecting to find a highly configurable system that supports its changing needs for data collection and electronic health records.

### v. Report-Writing Capabilities

In this section, please describe the report-writing capability of your technology solution, including a listing and description of standard reports, export capabilities, and compatibility with other applications, ease of use, etc. Specifically, Emergence Health Network desires the following key elements in a report-writer:

- Comprehensive and easy to use, allowing reporting on all data elements in the system
- Ability to write custom reports and write and use stored procedures
- Data-warehouse and data mining capabilities
- A data dictionary and supporting documentation
- An extensive library of reports, with commonly used queries and sorts, which can be easily customized as needed by the customer
- Ability to save and name report templates
- Ability to run reports in batches
- Ability to run reports or report batches at scheduled times
- Ability to support all state and other externally mandated reporting requirements for authorities and providers in Texas
- Ability to create management information dashboards



- Ability to control user access to specific reports or groups of reports
- Ability to create graphs or charts

#### a. MCO Request Form Generator

To help Texas Community Centers optimize the process of creating the Service Request Form required to send to Medicaid Managed Care payers, Tejas developed the MCO Request Form Generator. The Generator is an on-premise application which either monitors your EHR system or uses the CMBHS Data dump files to generate the SRF. By using the client's third party coverage information in your EHR system, the Generator creates the SRF when the following conditions exist:

- A new CANS/ANSA is completed for a client.
- Client becomes eligible for a new MCO.
- Retroactive eligibility is entered for the client, even if the eligibility period has expired and/or the TRR authorization period has expired.

Once a SRF has been created, the Generator sends the SRF to the MCO through a secure online fax system or can work with an on premise electronic fax system.

No hard-copies of the forms are stored, but a form can be re-generated at any time. By default, the form will look just like the day it was originally generated, or the form can be updated with the latest information. When the MCO sends back a confirmation or denial letter, this system can also track which SRF forms have received a confirmation or denial.

**MCO Request Form Generator (TEST MODE) (DEMO MODE)**

[Settings](#) | [Flagged \(0\)](#) | [Overlap \(0\)](#) | [Sequestered \(6\)](#) | [Reports](#)

**Search**

☒ Consumer ☐ Batch ☐ Assessment  
 Search By: Case Number, Policy ID, SSN, Sort Name

**Create New Batch**

[Generate Batch](#)

**Recent Batches**

Batch Number	Type	Status	Created Date	Created By	Completed Date	Completed By	T / P
A0311	Auto	Started	09/03/2015 13:31:04	TestUser			9/9
A0310	Auto	Completed	09/02/2015 15:36:42	cturmelle	09/02/2015 15:39:54	cturmelle	28/28
A0309	Auto	Completed	09/01/2015 15:22:01	cturmelle	09/01/2015 15:26:12	cturmelle	16/3
A0308	Auto	Completed	08/31/2015 14:40:46	cturmelle	08/31/2015 14:43:00	cturmelle	5/3
A0307	Auto	Completed	08/28/2015 15:42:22	cturmelle	08/28/2015 15:43:31	cturmelle	11/3
A0306	Auto	Completed	08/27/2015 15:55:47	cturmelle	08/27/2015 16:01:14	cturmelle	7/1
A0305	Auto	Completed	08/26/2015 15:55:39	cturmelle	08/26/2015 16:06:14	cturmelle	13/0
A0304	Auto	Completed	08/25/2015 16:10:57	cturmelle	08/25/2015 16:15:28	cturmelle	18/1
A0303	Auto	Completed	08/24/2015 15:25:15	cturmelle	08/24/2015 15:34:39	cturmelle	18/0
A0302	Auto	Completed	08/21/2015 16:05:39	yhaynesmims	08/21/2015 16:12:48	yhaynesmims	10/0

[View All](#)

For Questions/Issues/Concerns email [support@tejasnha.org](mailto:support@tejasnha.org) © 2015 Tejas NHA, Version 2.0.1

## vi. Additional Business Intelligence Tools

If your organization also offers additional business intelligence tools for reporting executive and management metrics, or has a partner that provides these tools, please describe the functionality in detail here.

## vii. Scanning, Document Management, & Record Release Capabilities

In this section, detail how your software solution supports scanning and managing documents that are created by other parties so that they can be included in an electronic health record. Additionally, describe how the system supports releasing parts or all of the electronic health records to other parties, both in paper and secure electronic formats. Additionally, please respond to the following questions:

- Can Medical Records print in batches, selected date range, or all documents at once?
- Can medical records scan in batches and have the ability to separate documents?
- Can the new system scan double-sided straight to the EHR system?
- Can Medical print specific documents to eliminate documents with specific wording (e.g. to eliminate documents with substance use/alcohol wording)?
- When processing a release of information can the system capture specific documents listed as Electronic Release, and print only those documents specified?
- Does the EHR have a manager for unstructured content/archiving system?
- Is the content manager compatible with high-volume scanners?
- Does the content manager allow for automatic indexing of documents?
- If the EHR does not have a content manager is there an API/interface to allow the use of a content managing system?
- Does the EHR have document scanning capabilities (such as optical character reader) to address HIPAA and 42 CFR Part 2 Regulations?

## viii. GL & HR Software Interfaces

In this section, describe your organization's expertise in interfacing with commonly used general ledger/accounting and human resource management software applications. Additionally, describe your experience in helping provider organizations share data with other providers and stakeholders (for example, through regional health information organizations or similar provider data sharing). Please note that Emergence Health Network is using the following software applications in this area:

- EHN uses Microsoft Dynamics AX 2012 for all fiscal related matters.
- EHN uses DATIS E3 for all HR related matters.

## ix. Experience With Health Information Exchanges (HIEs)

In this section, describe your organization's expertise with support Health Information Exchanges.

## x. Experience In The Texas Market

Describe your organization's experience in the Texas market including support for the state versions of electronic billing forms, compliance reports, interfaces, etc. In particular, please note if your organization has experience interfacing with the following software systems, which are in use in the state of Texas:

- Encounter Control Report - DSHS
- CARE Diagnosis - HHSC
- CARE Registration - HHSC
- Colonias Report - DSHS
- ANSA (Adult Needs Strengths Assessment) - DSHS
- CANS (Child Adolescent Needs Strengths) - DSHS
- Generate Bed Day Services – HHSC
- DADS Forms

#### xi. Support For Assessment Instruments

In this section, describe your software's functionality in supporting the use of assessment tools. Also, please indicate if you specifically support any of the following assessment instruments:

- Patient Health Questionnaire (PHQ-9) (youth and adult versions)
- Generalized Anxiety Disorder 7-item (GAD-7)
- Yale-Brown Obsessive Compulsive Scale (Y-BOCS)
- Beck Anxiety Inventory
- UCLA PTSD Assessment
- Young Schema Questionnaire
- Columbia Suicide Severity Scale
- Ohio Youth Problem, Functioning and Satisfaction Scales
- Hamilton Depressive
- Anxiety Scales
- Depression Scales
- Brief Psychiatric Rating Scale (BPRS)
- Young Bipolar Scale
- 16.22 Mental health assessment
- 16.22 Competency Questionnaire
- PCL – 5
- Clinical Opiate Withdrawal Scale (COWS)
- Schizophrenia Algorithm
  - Total Positive Symptom Rating Scale (PSRS)
  - Total Brief Negative Symptom Assessment (BNSA)
- Bipolar Algorithm

- Total Brief Bipolar Disorder Symptom Scale (BDSS)
- Major Depressive Algorithm
  - Total Quick Inventory of Depressive Symptomatology
- Child Behavior Checklist (CBCL)
- Center for Epidemiological Studies Depression Scale for children CES-DC
- Clinician Administered PTSD Scale for Children and Adolescents
- Clinician Administered PTSD Scale for Adults
- PTSD Checklist
- ADHD kids
- MMSC
- AIMS
- Skills to Achieve Independent Living

## xii. Support For Evidence-Based Practices

In this section, describe your software's functionality in supporting the use of evidence-based practices.

## xiii. Overall Software Development Plans & Technical Direction

Emergence Health Network would like to know your overall plans for continued software and business development as well as the technical direction in which you plan to take your products and services. If you have either short- and long-term roadmaps about product enhancements or other initiatives, please describe them here.

## xiv. Mobile Device Support

Please indicate if you have the ability to securely connect your software to smartphones, tablets, or other mobile devices. If so, please describe this functionality.

## xv. Disconnected Database Functionality

Please indicate if your software application has the functionality to support disconnected use of the system in instances where internet or wireless is unavailable or unreliable. If so, detail what functionality is available with the disconnected solution.

## xvi. Consumer/Family/Network Provider/Other Care Providers Portals

In this section, please describe what "portal" capabilities your software has for outside parties to securely access the system, and detail what functionality is available with the various portals.

## xvii. Meaningful Use Certification & Other Compliance Requirements

Describe your organization's current status with regards to Meaningful Use (MU) as prescribed by the Centers for Medicare & Medicaid Services (CMS).

- Please provide the name of your Authorized Certification and Testing Body (ACTB), and your MU certification numbers.

- Please specify your plans for obtaining Stage 2 MU Certification, and your process for aiding providers in implementing Stage 2 or Stage 3 of MU.
- Please provide details on whether additional MU functionality is an additional cost.
- Please explain how you have adjusted to the new MACRA specifications.

#### xviii. Disaster Recover & Business Continuity Plans

Please describe your organization's disaster recovery and business continuity plans in case of disaster. Please make certain your response to this section answers the following questions:

- In the event of a system outage, what is the standard Service Level Agreement (SLA) for notification of this outage to clients? Additionally, what are the intervals in which clients are updated until resolution?
- What are EHN's responsibilities?

#### xix. Security Breaches

Please address the following in regard to security breaches:

- Has the vendor experienced a security breach of any kind within the past five years?
  - If so, what was the nature of the breach, how were clients notified, and how was it resolved?
- What are the SLA's for client notification when a security breach occurs?
- On average, what is the turnaround time for resolution of a security breach?

#### xx. Audit Tools

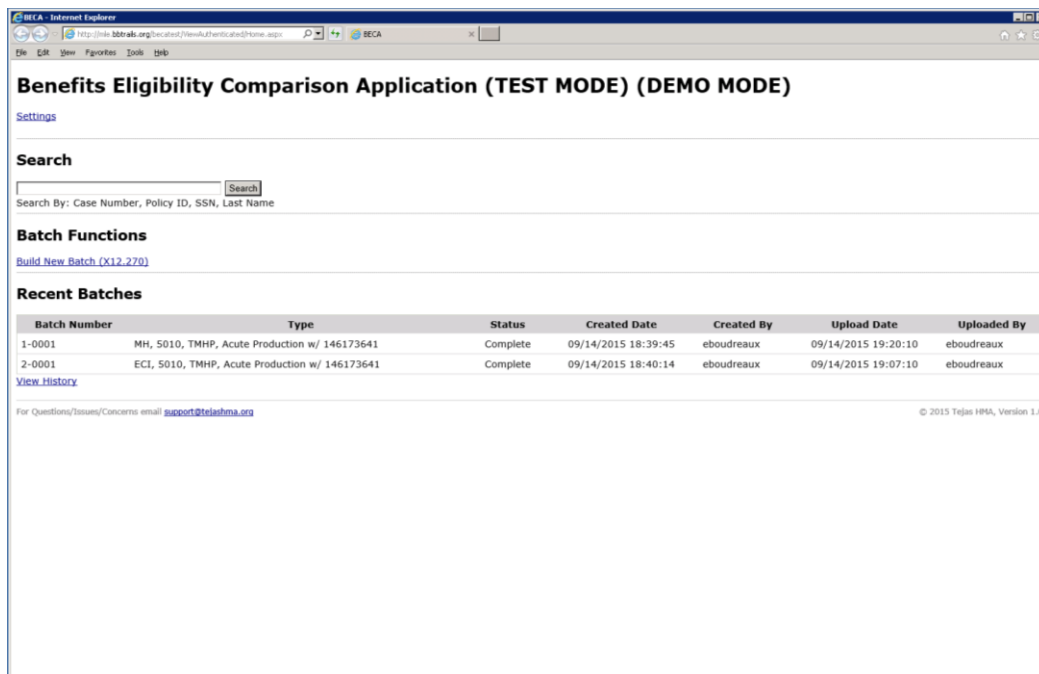
In this section, please detail what audit tools and reporting your system has and how it supports overall compliance with billing and documentation requirements, include attestation that your EHR is certified (SSAE-16 or similar), and the current certification(s).

##### a. Benefits Eligibility Comparison Application (BECA)

Provides the ability to perform eligibility verification checks with groups of clients served instead of individual verifications. BECA allows users to create a HIPAA 270 Eligibility file, import the HIPAA 271 Eligibility Response file returned from a payer, and generates reports that compare the data in the 271 file to the data in your system.

Currently certified with the following payers:

- Texas Medicaid Healthcare Partnership (TMHP) Acute Care



Payers with plans to get certified:

- Texas Medicaid Healthcare Partnership (TMHP) Long Term Care
- Medicare
- Medicare Advantage

#### BECA System Requirements

- SQL Database
  - Microsoft SQL Server/SQL Server Express 2005 and above
  - Backup Software for Database
- Web Hosting
  - IIS 7.0+ with Windows Authentication
  - ASP.NET 4.5
  - 1GB Hard Drive space

### xxi. Experience With Integration With Primary Care & Support For Health Home Care Management Requirements

In this section, describe your experience with aiding behavioral health providers with integrating with primary care providers through data exchange and whether or not your software solution includes functionality needed by primary care providers. Additionally, describe your experience and functionality to support organizations who manage care delivery in health home or medical home models. If the system supports assorted research driven primary care protocols, please detail that information here.

## xxii. Support For EHN's Crisis Hotline Services

In this section, describe how the system may support tracking EHN's crisis hotline services. For the service, the consumer may not be identified by name, but the agency would like to be able to track all calls and key activities.

## xxiii. Consumer Budget & Voucher Functionality Support

Please indicate if your system supports the ability for an organization to manage the dollars and services for consumers who receive an annual budget amount or voucher for their person-centered plan. This would likely include the following:

- Ability to record an annual budget for the consumer's person-centered plan
- Ability to record the planned services that are part of the budget and plan, including the number of services, rates paid for service, and the person or organization providing the service (internal or external)
- Ability to monitor services delivery and utilization, and compare with the budget and service plan

## xxiv. Description Of Available Billing Edits For Claims

In this section, describe in detail how the system edits claims for billing requirements and how this helps improve billing collection. Include a list and description of all system edits that affect billing logic. Also, indicate which edits can be turned on or off by the provider organization.

## xxv. Support For Evaluation & Management (E&M) Code Billing

In this section, describe how the system supports Evaluation and Management (E&M) billing requirements and documentation, including support for the following specific billing codes:

- Established Consumer Codes: 99211, 99212, 99213, 99214
- New Consumer Codes: 99201, 99202, 99203, 99204, 99205
- Psychotherapy (Add On) Codes: 90833, 90836, 90838, 90785 (Can be used in conjunction with 90833, 90836, 90838)

## xxvi. Additional Questions

Please provide answers to the following additional questions:

- What is the legal status of the company?
- What year was the company established?
- Who are the principal officers of the company, and what are their positions?
- Who are the other members of the executive team, and what are their positions?
- Has the company filed for bankruptcy in the last five years?
- Is there, or has there been, any litigation against the company in the past five years? If so, please describe.
- How many EHR software implementations are currently in progress?
- Which organizations are the company's three largest EHR customers in terms of total revenues, and what was the 2015 revenue associated with each of these?



## xxvii. Cost

In this section, detail the cost for your software technology solution. The information should clearly distinguish between one-time and on-going costs and include an easy-to-understand summary of the expected costs for each of the first five years (assume a count of 600 named users). Please make sure you provide pricing for all modules or tools that you have available that meet Emergence Health Network's needs as described in this RFP.

Additionally, please complete the Excel spreadsheet labeled Appendix B: Vendor Pricing Template, summarizing costs for your recommended solutions (excluding hardware, network, and telecommunication costs) for a five-year period. If you offer both cloud-based and non-cloud based solutions, please provide detailed pricing information for both (and complete two versions the Vendor Pricing Template).

## xxviii. Functionality Summary Sheet

This component is Appendix C: Functional Specifications Scoring Sheets. It is used to summarize the functional capabilities of your technology solutions. (These capabilities are detailed in the next section of this RFP.)

## xxix. Functional Specifications Comments (Optional)

This is the section where you can comment on the individual functional specifications as referenced in Appendix C: Functional Specifications Scoring Sheets, if desired. *This section is not required.*

## xxx. Customer Information

In this section, please use Appendix D: Customer Contact Information to provide contact information for a minimum of 25 customers. Be certain to include all customers who are currently implementing your software product and all Emergence Health Network's customers. Please indicate the customers whose scope of business and service lines are similar to those of Emergence Health Network.

Also provide a minimum of three (3) customer references from individuals for projects similar to the goods or services sought under this RFP.

References from at least three (3) different individuals are required to satisfy the requirement above. The standard reference questionnaire, which must be used and completed, is provided as Appendix E. References that are not completed as required may be deemed non-responsive and may not be considered.

The Respondent will be solely responsible for obtaining fully completed reference questionnaires and including them in the sealed response. In order to obtain and submit the completed reference questionnaires follow the process below.

1. Add the Respondent's name to the standard reference questionnaire at Appendix E and make a copy for each reference.
2. Send a reference questionnaire and a standard #10 envelope to each reference.
3. Instruct the reference to:
  - Complete the reference questionnaire;
  - Sign and date the completed reference questionnaire;

- Seal the completed, signed, and dated reference questionnaire within the envelope provided;
  - Sign his or her name in ink across the sealed portion of the envelope; and
  - Return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed response).
4. DO NOT open the sealed references upon receipt.
  5. Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the response as required.

NOTE: EHN will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.

EHN will not review more than the number of required references indicated above.

While EHN will base its reference check on the contents of the sealed reference envelopes included in the response, EHN reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. EHN is under no obligation to clarify any reference information.

#### xxxi. Term

The proposal must include pricing for a five (5) year term.

#### xxxii. Additional Required Forms

The Appendices F through K in this RFP include: (Please utilize the attached forms to identify the following)

- Appendix F: EHN Signature Page
- Appendix G: Deviation Form
- Appendix H: HUB Subcontracting Plan
- Appendix I: Conflict of Interest Questionnaire
- Appendix J: Certification Regarding Lobbying
- Appendix K: EHN appointed officials and employees

#### xxxiii. Review Process and Evaluation Criteria

This RFP is not intended to favor any vendor. It is solely designed to provide the best value to EHN in meeting organizational needs. The evaluation team will make a recommendation to the Chief Information Officer (CIO), who will, in turn present the recommendation to the CEO, CFO, and the Emergence Health Network Board of Trustees. The evaluation team will review each proposal based on the following criteria. The selected finalists will be asked to complete on-site demonstrations (By responding to this RFP, vendors agree to be available for on-site demonstrations) in which the second criteria will be utilized to evaluate and determine best value.

### First Evaluation Scoring Criteria

- *Functionality* (Ability for product to provide key functionality needed to achieve the organization's vision) – Category Weight 25%
- *Technology* (Ability for vendor use the desired technology) – Category Weight 20%
- *Interoperability* (Ability to integrate with other products – labs, billing, HIE, etc.) - Category Weight 15%
- *State Reporting* (Guarantees the ability to comply with federal, state of Texas (or similar experience) and local regulations and requirements for quality measures reporting) - Category Weight 25%
- *Cost* - Category Weight 15%

### Second Evaluation Scoring Criteria

- *Ease of Use* (easy to understand, user friendly, user roles, customizability) – Category Weight 30%
- *Organizational Fit:* ( Ability to accomplish the key goals of the organization) - Category Weight 25%
- *Cost* (start-up, reoccurring, customization, support) - Category Weight 10%
- *Viability* (Vendor's Stability and/or Product Maturity) - Category Weight 15%
- *System Implementation and Customer Service* - Category Weight 20%

### xxxiv. **Additional Information (Optional)**

In this optional section, you may provide any additional information you feel would be valuable to Emergence Health Network in evaluating your company and its software technology solution. *This section is not required.*

### III. Functional Specifications

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Emergence Health Network has identified a number of software functional needs that apply to its business. The functional needs are grouped into 14 categories:

- A.** Core Electronic Health Record Functionality
- B.** Psychiatry, Nursing, & Primary Care Services Functionality
- C.** Additional Bed & Slot-Based Program Functionality
- D.** Additional Case Management, Care Coordination, Service Coordination, & Crisis & ACT Team Functionality
- E.** Additional Outpatient Functionality
- F.** Additional Behavioral Health Home Functionality
- G.** Substance Abuse & Dependence Functionality
- H.** Employment Services Functionality
- I.** Compliance, Quality Assurance, & Health Information Record Department Functionality
- J.** Billing & Accounts Receivable (A/R) Functionality
- K.** Other System Functionality
- L.** Clinical Decision Support System (CDSS)
- M.** Clinical Document Architecture (CDA)
- N.** HL7 Standard

Vendor responses to the functional specifications will have two components in the RFP:

- 1. Software Functionality Summary Sheet** – Vendors will use the summary sheets in Appendix C to code their responses as to whether or not the functionality is available in their application. Additionally, vendors can use the 'comments' column of the summary sheet to indicate that they have a comment about the specification in the Functional Specifications Comments section.
- 2. Functional Specifications Comments** – This is the section where vendors indicate comments, if any, regarding the specifications. Comments should be coded by specification number and name.

## A. Core Electronic Health Record Functionality

**A1. Referral Call Tracking & Disposition Data** – The system supports tracking detailed referral call information for all programs and services and data about the disposition of each call. The system also has the ability to support staff in tracking important information about each referral.

**A2. Admission, Transfers, & Discharge Information** – The software allows users to record service and program admission and discharge information for each consumer, overall and by service line or program.

**A3. Standard & Program Specific Consumer Demographic Data** – The software supports recording all consumer demographic data required for tracking consumers receiving service as well as those required for standard third-party billing functions. Additionally, it supports the ability for the organization to track demographic data specific to individual programs or services, and these data requirements should be easily changeable over time.

**A4. Consumer Photo** – The software supports the import and viewing of consumer photos for identification purposes.

**A5. Family & Relationship Tracking** – The software supports recording family members, EHN employees who are also consumers, and other relationships for all consumers in care.

**A6. Waitlist Tracking** – The software supports tracking consumers on waitlists for specific services, clinicians, and/or programs.

**A7. Discharge Planning & Referral Tracking** – The software supports detailed discharge planning from service and clinical programs, including community providers referred to and their areas of expertise.

**A8. DSM & ICD Diagnoses** – The software allows users to record a DSM diagnosis and translates the diagnosis to ICD codes as required by third-party payers. The system contains diagnostic checklists or other tools to help ensure that the diagnostic criteria for DSM/ICD diagnoses are met. This includes support for all ICD diagnoses for medical conditions. The diagnosis data is date-sensitive.

**A9. Master Individual Service Plans** – The software allows users to record all individual service plans, including identified problems, and goals for treatment, objectives, and interventions. Service plans reflect consumer-focused, mental health recovery model language and approaches.

**A10. Program-Specific Service Plans** – The software supports the ability to have different versions of the service plan by program.

**A11. Care Provider Tracking** – The software allows users to record all assigned care providers (e.g., primary clinician, case manager, service coordinator, psychiatrist, employment specialist, etc.) and be date-of-service sensitive.

**A12. Consumer Electronic Signature** – The software supports the ability to import and document consumer and responsible party signatures from signature pad devices (e.g., for consent for treatment, receipt of mandated information, etc.).

**A13. Staff Electronic Medical Record Signature Standard Compliance** – The software supports national standards for signing electronic medical records.

**A14. Support For Multiple Signature Requirements & Progress Note Roll-Up** – The system supports instances when multiple staff members write and sign a medical record note (e.g., for day treatment services, supervisor signatures, or shift notes).

**A15. Configurable Progress, Telephone, & Shift Notes** – The software supports clinical notes for individual, group, and family sessions, telephone contact notes, and staffing shift notes. These notes are customizable by the organization to best meet the needs of individual programs.

**A16. Group Notes** – The system easily handles progress notes for group therapy services such that individual notes and “group” notes can be done simultaneously and become part of individual records.

**A17. Aftercare Monitoring** – The software supports tickler, data tracking, and monitoring functions related to aftercare once a consumer has been discharged from services.

## B. Psychiatry, Nursing, & Primary Care Services Functionality

**B1. Medical Conditions, Vital Signs, & Metrics** – The software allows staff to track other medical conditions and have appropriate alerts as needed (e.g., for medication allergies, etc.) as well as vital signs and medical metrics such as the Abnormal Involuntary Movement Scale (AIMS), weight, blood pressure, body mass index (BMI), sugar levels, etc.

**B2. Medication Monitoring** – The system allows users to record and monitor medications for consumers in care, including drug name, dosage, date range, and prescribing physician.

**B3. Medication Administration Records (eMAR)** – The system includes an electronic medication administration record (eMAR) to ensure that all medications are administered correctly to the right consumer in care.

**B4. Electronic Prescription Transmission** – The software supports sending electronic prescriptions to external pharmacies.

**B5. Electronic Prescribing Of Controlled Substance Medication** – The software supports sending electronic prescriptions to external pharmacies for controlled substances.

**B6. Preferred Prescription & Orders Sets** – The system supports creation of sets of preferred prescriptions and commonly grouped prescription orders by prescriber.

**B7. Links To Medication Information & Drug Interaction & Contraindications** – The software allows easy access to web-based information about drug interactions, contraindications, and consumer drug information.

**B8. Formulary Support** – The software aids prescribers in selecting medications that are in the formularies for the specific payers that consumers have on file.

**B9. Laboratory Interface** – The software supports sending data to and from laboratories of our choosing for laboratory testing as well as the ability to track laboratory results over time for individual consumers.

**B10. Laboratory Orders Sets** – The system supports creation of sets of commonly grouped laboratory orders.

**B11. Laboratory Result & Medical Condition Alerts** – The system supports alerting clinical staff when lab results or other medical metrics are outside normal criteria.

**B12. Injection Site Monitoring** – The system allows prescribers to easily see a history of injections administered to consumers (for example, for long-acting injecting psychotropic medications).

**B13. Pharmacy Inventory For Individual Consumers** – The system supports maintaining and managing the inventory of medication on-site for individual consumers.

**B14. Pharmacy Inventory For Medication Samples** – The system supports maintaining and managing the inventory of medication samples.

**B15. Clinical Diagram Support** – The system supports clinical body diagrams and note-taking for referencing body locations for medical and health issues.



**B16. Support For MACRA/MIPS Requirements** – The system supports quality payment programs and the requirements for The Medicare Access and CHIP Reauthorization Act of 2015 (MACRA) and Medicare’s Merit-based Incentive System (MIPS).

**B17. Support For Tracking HEDIS Measures** – The system supports tracking and reporting Healthcare Effectiveness Data and Information Set (HEDIS) data.

**B18. Auto-Generation Of Clinical Summaries** – The system supports creating draft summaries of clinical information (for example at the time of discharge and transfer) for consumers based on available data in the system.

## C. Additional Bed & Slot-Based Program Functionality

**C1. Bed Assignment & Management** – The system supports the ability to search for available beds or slots (for shelters, housing units, inpatient units, residential facilities, and day programs), admit to open beds, and manage censuses. It also supports tracking when beds become available, required housekeeping or medical device set-ups, or other requirements before patient placement can occur.

**C2. Day Program Attendance Tracking & Unit Census Management** – The software supports the ability to track attendance in the organization’s day programs (in minutes, hours, and/or by services), including the times consumers came and left the program as well as census information for the various bed- or slot-based programs.

**C3. Personal Inventory Log** – This system supports a date-sensitive list of personal property (including medications) for consumers in care or receiving services.

**C4. Physician & Care Provider Order Support** – The software records, tracks, and routes various types of physician or care provider orders (including labs, medications, dietary needs, special watch, etc.).

**C5. Periodic Consumer Checks & Vital Sign Monitoring Support** – The system supports reminding, monitoring and documenting periodic medical checks on consumers in care (such as checking vital signs or other medical metrics for patients in detoxification, suicide watches, etc.).

**C6. Consumer “At A Glance” Functionality** – The system supports the easy viewing of summary clinical and medication information for individual consumers to aid physicians/providers in getting a quick overview of conditions and recent events when they are going in to see consumers in care. Similarly, the organization is looking for “Unit at a Glance” on-screen reporting to aid staff in overseeing a whole unit.

**C7. External Consult Tracking** – The system supports scheduling and tracking when consumers are referred for outside clinical or medical consultation.

**C8. Facility Tickler Information** – The system supports reminders for tasks and requirement for facilities (such as annual inspections, fire drills, etc.).

**C9. Occupational Therapy Tracking** – The system should support planning and tracking occupational therapy services for consumers in care.

## D. Additional Case Management, Care Coordination, Service Coordination, & Crisis & ACT Team Functionality

**D1. Case Management, Care Coordination, & Service Coordination Plans** – The software allows users to record consumer care plans, including problems, goals, objectives, interventions/approaches, and care providers. These plans should reflect consumer-focused, recovery model language and approaches.

**D2. Internal & External Care Provider Tracking** – The software allows users to record date-of-service sensitive internal and external care providers.

**D3. Customizable Care Notes** – The software supports recording clinical and care notes for consumers in services.

**D4. Person-Centered Plan Service Utilization Monitoring** – The system supports the monitoring of the services delivered versus the services planned as part of the consumer's person-centered plan of care.

**D5. Care Management Notifications** – The software supports notifying case management and psychosocial program staff of key events when they occur for consumers in care (e.g., no-shows, admissions and discharges, critical incidents, etc.).

**D6. Crisis Service Support** – The system supports the tracking and documentation of crisis and mobile crisis team services.

**D7. ACT Team Support** – The system supports team-based care models of planning, managing, and documenting services for consumers in the ACT team program.

## E. Additional Outpatient Functionality

**E1. Resource-Based Appointment Scheduler Capabilities** – The system supports centralized scheduling functions, including rules-based user assistance in finding available appointments based on service needs, payer requirements, staff credentials and specialty areas, etc.

**E2. Group Scheduling Support** – The system supports scheduling appointment for group therapy, including support for scheduling attendance for the designated number of slots for each group.

**E3. Double Booking Appointment Scheduling Support** – The system supports the ability to double book appointments for staff if desired.

**E4. Recurring Appointment Scheduling Support** – The system supports the ability to schedule recurring appointments for staff.

**E5. Consumer Arrival and Check-In Alerts** – The system supports the ability to alert staff when a consumer has arrived and checked in to the front desk.

**E6. Front Desk Cash Application** – The system supports self-pay payment receipt and cash application at office reception locations.

**E7. Front Desk Consumer Financial Summary Information Access** – The software provides front desk staff easy access to summary consumer financial information such as co-payments required, self-pay balances, authorization statuses, required form updates, requests or notes from billing staff, etc.

**E8. Automatic Service Generation From Scheduler** – The software allows users to indicate that a scheduled service has occurred so that it is available for billing without the need to re-enter service data.

**E9. Reminder Calls/Texts/Emails** – The system offers or interfaces with systems that provide reminder calls, texts, or emails to consumers to remind them of upcoming appointments.

## F. Additional Behavioral Health Home Functionality

**F1. Multiple Provider Care Plans** – The system should also support the process developing and managing consumer care plans that include both internal and external providers.

**F2. Medication Reconciliation Support** – The system should also support the process of confirming and reconciling all medications in use by a health home consumer (including verification of the medications with pharmacies and other providers as appropriate).

**F3. Service Authorization & Disclosure Consents Management** – The system should also support the process of confirming that there are two-way service authorization and data disclosure consent in place for all care providers that are part of the consumer's care plan.

**F4. Care Provider Data Sharing** – The system should also support the process of sharing consumer data with external providers as appropriate, either through interfaces, portals, or some other means.

## G. Substance Use & Dependence Functionality

**G1. Random Appointment Scheduling For Urinalysis & Compliance Monitoring** – The system supports random appointment scheduling for urinalysis for substance abuse consumers (and other required testing if needed). The functionality includes the ability for staff to monitor compliance with required testing as well as providing an easy way to notify consumers if they have been selected for testing on a specific day.

**G2. Detoxification Vital Sign Tracking Support** – The system supports the tracking and recording of vital sign information in a detoxification unit. This includes tracking an assortment of vital signs every two hours for roughly 100 patients.

**G3. Support For Substance Abuse Confidentiality Regulations** – The system supports compliance with the Substance Abuse and Mental Health Services Administration's 42 CFR Part 2 (REVISED) requirements for protecting confidentiality.

## H. Employment Services Functionality

**H1. Employment Services Data Tracking & Consumer Matching** – The system should support tracking employers used in the organization’s employment services programs, including data about job positions and requirements, and support for matching consumers with available positions.

**H2. Consumer Employment History** – The system should support tracking consumer employment placement histories.

**H3. Expanded Employment & Support Services Data Tracking** – The system should support tracking a broader array of services used to support consumers in their employment and daily activities, including dependent care support services, wellness services (such as nutritional and fitness coaching), and legal and financial services.

**H4. Employer Services Data Tracking** – The system should support tracking services delivered directly to employers and other companies, including management counseling and training to support employment, critical incident counseling, etc.

**H5. Employment Services Authorization Support** – The software supports date-of-service tracking requested and recording employment service authorizations from payers.

## I. Compliance, Quality Assurance, & Health Information Record Department Functionality

**I1. Alerts Or “Tickler” Capabilities** – The software allows users to indicate required components of health/case records, files, outcome measures, satisfaction surveying, and/or required actions, and also have a companion reporting and editing system for identifying incomplete files or pending requirements. The “tickler” system will be linked to the staff alert and messaging system.

**I2. Satisfaction & Outcomes Tracking & Analysis** – The software has the ability to track date-sensitive, program-specific satisfaction and outcome data for consumers as well as having robust capabilities for analyzing this information.

**I3. Critical Incident & Other Required Reporting** – The software supports critical incident and other required reporting and follow-up, including tracking seclusions and restraints, medication errors, police interventions, abuse and neglect reporting, etc. Also, the software supports tracking of the investigation of suspected human rights violations, etc. The system allows the tracking of multiple events within a single critical incident if needed.

**I4. Restraint/ Physical Hold Requirements Support** – This system supports detailed monitoring of when physical holds occur, including all required documentation and notification to appropriate parties to ensure that all licensing and other requirements are met when physical holds are used.

**I5. Clinical Documentation Compliance Tracking** – The software has some mechanism for tracking and ensuring that clinical documentation have been completed for all services entered and billed.

- I16. Progress Note Compliance Tracking** – The software has some mechanism for tracking and ensuring that progress notes have been completed for all services entered and billed. Ideally, there should be flexibility in setting up the alerts and parameters regarding requirements for the progress note and other documentation.
- I17. Service Plan Compliance Tracking**– The software has some mechanism for tracking and ensuring that services delivered are part of the service plan for consumers.
- I18. VIP Medical Records Protection** – The software supports locking a medical record so that only specific individual staff members can access it for cases where the consumer is a VIP, special, or sensitive case.
- I19. Medical Record Access Override Support** – The system supports emergency overrides of system access controls for when clinical or other staff need emergency access to electronic medical records that they would normally not have access to. This should include the ability to record the override event and reason for emergency access.
- I10. Security Access Delegation** – The software supports the ability to temporarily transfer an individual's caseload (and related record access) to another staff person when needed (e.g., when covering for someone on vacation or when a staff member leaves.).
- I11. Release Of Information Tracking** – The software supports the ability to track the release of records regardless of the release format (e.g. paper or electronic). This includes storing the request associated with the release and information detailing the records that were released and when the release occurred.
- I12. Record Access Tracking** – The software has the capacity to report on user access to records and demonstrate detailed logging to ensure HIPAA Compliance and auditing for protected health information (PHI).
- I13. Grievance & Complaint Tracking** – The software supports the ability to track consumer grievances and complaints.

## J. Billing & Accounts Receivable (A/R) Functionality

**J1. Consumer Fee-For-Service, Per Diem, & Contract Billing** – The software supports traditional FFS billing, per diem billing, and grant or contract fund billing, including support for the billing logic of individual payers and programs.

**J2. Support For Standard Electronic Billing Forms** – The software supports electronic billing for the 837i and 837p file formats.

**J3. Consumer Payer & Service Authorization Data** –The software supports date-of-service sensitive payer data and service authorizations required for billing for all consumers in care (by units, sessions, visits, and/or dollars). It includes the ability to record multiple payers for each consumer with standard “waterfall” logic for third-party billing.

**J4. Clinician Credentialing & Privileging Data For Billing** – The system supports tracking all clinician credentials and payer privileging data used for billing edits and billing claims, including payer-specific identifiers.

**J5. Payers Rules For Billing** – The system supports payer-specific billing edits and rules, including indicating whether or not specific services are covered for billing and payment.

**J6. Procedure Code & Net Revenue Selection For Services** – The system supports determining the correct procedure code (and modifier code if required) as well as the net revenue for a service (fee screen) based upon payer, clinician privileges, date of service, location, and clinical program.

**J7. Complex Billing Requirement Support** – The system supports complex billing requirements such as billing net charges instead of gross, billing bed days but not ancillary charges, bundling services, allowing staff to manually edit the final bills, etc.

**J8. Medicare Incident To Billing Support** – The software supports tracking both the rendering and physically present incident to supervisor for services for Medicare consumers as required.

**J9. Consumer Sliding Scale Fee Screen** – The software supports consumer-specific sliding scale fees for services in both flat fees and as a percentage of the gross service charge.

**J10. Variable Charge Data Entry** – The system supports the ability to change or enter the charge for services at the time of data entry for products or services that have a rate that is unique to an individual product or service (e.g., for billing mileage, consumer rents or utilities, prescription costs, etc.).

**J11. Individual Claim Payment Posting Capability** – The software supports the ability for a payment to be applied to specific service date and procedure.

**J12. Service Entry** – The software supports user-friendly data entry of billable and non-billable services.

**J13. Payer Eligibility Data Import** – The software supports import of payer eligibility data (270/271).

**J14. Electronic Remittance Posting & Waterfall Billing** – The software supports electronic remittance posting (835) for both payments and denials and then automatic billing for paid claims to the next payer for consumers (e.g. waterfall billing).



**J15. Automated Waterfall Billing Upon Primary Payer Claim Denial** – The system supports the ability to automatically bill secondary or tertiary payers when the primary payer denies payment when required (e.g., to automatically bill Medicaid when the primary payer Medicare does not cover the service).

**J16. Pre-Billing Edits** – The software has edit capabilities based upon payer requirements and authorization data to prevent billing of claims that are likely to be rejected for payment. This includes more complex payer rules, such as a limitation on the number of particular services that can occur in a time frame.

**J17. Standard A/R Functionality** – The software supports standard A/R functionality for billing third-party payers, including payment posting, contractual expense write-offs, bad debt write-off, balance billing, and rebilling.

**J18. A/R Notes For Collection & Follow-Up** – The system supports the ability for financial staff to maintain consumer and claim notes on A/R and collection activity to aid in managing and collecting the accounts receivable.

**J19. Multiple Write-Off Codes** – The system supports the coding of multiple write-off reasons or codes so that financial staff can better track write-offs and adjustments to the accounts receivable.

**J20. Billing/Collection Ticklers** – The system has the ability to set reminders for tasks necessary and related to billing and collection based on consumer/payer data.

**J21. Clearinghouse Interface** – The system supports billing select payers to a clearinghouse instead of to payers directly.

**J22. Guarantor Private Pay Statements** – The software supports generating guarantor private pay statements with flexible content.

**J23. Transportation Billing** – The system supports billing for consumer transportation services, including support for fixed rate, per trip and mileage-based billing.

**J24. Bed Day Hold & Leave Of Absence Support & Billing** – The system supports the billing requirements related to placing beds on hold or indicating leaves of absence.

**J25. Evaluation & Management Code Selection Assistance** – The system supports the ability to correctly select the proper evaluation and management (E & M) codes for services based on length of time, intensity, and other factors.

**J26. Support For Retroactive Rebilling For Medicaid Coverage** – The software supports rebilling Medicaid (and relate accounts receivable functions) for individual consumers in the even that they obtain retroactive coverage for services.

## K. Other System Functionality

**K1. Secure Internal Staff Alert & Messaging System** – The software supports the ability to alert and message the organization's staff for important clinical and administrative needs. This should also include the ability to message multiple staff members in case of emergency.

**K2. Microsoft Outlook Integration** – Ideally, the system would support two-way integration of the systems appointment scheduler module with Microsoft Outlook.

**K3. Google Maps Integration** – Ideally, the system would support integration with Google Maps for addresses in the system to aid staff in planning travel.

**K4. Staff To-Do Lists** – Ideally, the system would support the ability for staff members to create individual to-do lists in addition to whatever reminders or prompts are already system generated.

**K5. Voice Recognition Software & Transcription Support** – The software supports the use of voice recognition software by clinical staff during clinical record keeping as well as the utilization of transcription services.

**K6. Support For Mail Merges** – Ideally, the system would support the ability for staff members to create mail merges into Microsoft Office products.

## L. Clinical Decision Support System (CDSS)

**L1. CDSS Functionality:** The system provides a clinical decision support system.

## M.Clinical Document Architecture (CDA)

**M1. CDA Functionality:** The system provides Clinical Document Architecture.

## N. HL7 Standard

**N1. HL7 Standard Functionality:** The system supports HL7 Standard.

## Appendix A: Customer Market Information

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See attached PDF document.

## Appendix B: Vendor Pricing Template

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See attached Excel spreadsheet.

## Appendix C: Functional Specifications Scoring Sheets

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See attached PDF document.



## Appendix D: Customer Contact Information

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See attached Excel spreadsheet.

## Appendix E: Reference Questionnaire

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**The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.**

The Respondent will be solely responsible for obtaining completed reference questionnaires as required, and for enclosing the sealed reference envelopes within the Respondent's Response.

### **RFP #17-015 to Provide Electronic Health Record (EHR) Technologies**

**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

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The "reference subject" specified above, intends to submit a response to Emergence Health Network in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- Complete this questionnaire (either using the form provided or an exact duplicate of this document);
- Sign and date the completed questionnaire;
- Seal the completed, signed, and dated questionnaire in a standard #10 envelope;
- Sign in ink across the sealed portion of the envelope; and
- Return the sealed envelope containing the completed questionnaire directly to the reference subject.

**(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

**(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**(3) What goods or services does/did the reference subject provide to your company or organization?**

- (4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

*Please respond by circling the appropriate number on the scale below.*

least satisfied		1		2		3		4		5			most satisfied
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**If you circled 3 or less above, what could the reference subject have done to improve that rating?**

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?**

- (8) In what areas of goods or service delivery does/did the reference subject excel?**

- (9) In what areas of goods or service delivery does/did the reference subject fall short?**

- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?**

*Please respond by circling the appropriate number on the scale below.*

least satisfied      1      2      3      4      5      most satisfied

**What, if any, comments do you have regarding the score selected above?**

- (11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?**

*Please respond by circling the appropriate number on the scale below.*

least satisfied      1      2      3      4      5      most satisfied

**What, if any, comments do you have regarding the score selected above?**

- (12) Would you contract again with the reference subject for the same or similar goods or services?**

*Please respond by circling the appropriate number on the scale below.*

least satisfied      1      2      3      4      5      most satisfied

**What, if any, comments do you have regarding the score selected above?**

**REFERENCE SIGNATURE:** (by the individual completing this request for reference Information)

\_\_\_\_\_  
 (must be the same as the signature across the envelope seal)

**DATE:** \_\_\_\_\_

## Appendix F: EHN Signature Page

**Description – Provide EHR Technologies  
RFP #17-015**

Vendor must meet specifications

Please do not include tax, as EHN is tax-exempt. We will sign tax exemption certificates covering these items. Please submit the proposal to [rfp@ehnel Paso.org](mailto:rfp@ehnel Paso.org) in a PDF format. Email attachments shall not exceed 150 MB per email.

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to Emergence Health Network that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Federal Tax Identification No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**\*\*\*THIS MUST BE THE FIRST PAGE ON ALL PROPOSALS\*\*\***

## Appendix G: Deviation Form

**All deviations to this Solicitation (Proposal and Sample Contract) must be noted on this sheet.**

In the absence of any entry on this Deviation Form, the prospective vendor assures EHN of their full agreement and compliance with the Specifications, General Provisions.

Each response to this Solicitation shall contain a Deviation Form, which states the prospective vendor's commitment to the provisions of this Solicitation. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package including the Sample Contract must be expressly stated in the Deviation Form. **(Appendix G)**

**THIS DEVIATION FORM MUST BE SIGNED BY EACH PROSPECTIVE VENDOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS SOLICITATION**

SPEC#/Section#/Page #	DEVIATION(S)

\_\_\_\_\_  
**Independent Contractor/Firm**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

## Appendix H: HUB Subcontracting Plan

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### HISTORICALLY UNDERUTILIZED BUSINESS

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*(HUB-LOI IS USED BY POTENTIAL VENDOR/VENDOR TO IDENTIFY SUB-VENDORS SELECTED FOR WORK ON THE CONTRACT)*

Vendor \_\_\_\_\_ Vendor Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_-\_\_\_\_-\_\_\_\_ Bid/Proposal Number: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Description of commodities/specifications: \_\_\_\_\_

**Duration of Contract:** \_\_\_\_\_

Name of Subcontractor/Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_-\_\_\_\_-\_\_\_\_ Is the subcontractor a certified HUB? \_\_\_\_ Yes \_\_\_\_ No

If yes, enter the GSC Certificate (VID) number: \_\_\_\_\_

Dollar amount of contract with subcontractor /supplier: \$ \_\_\_\_\_

Percentage amount of contract with subcontractor /supplier: % \_\_\_\_\_

Description of materials/services performed under agreement with the subcontractor for amount indicated above:

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**PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBVENDOR/SUPPLIER**

## Appendix I: Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1      Name of person who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p> <p>RFP# 17-015</p>	
<p><b>2      <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3      Name of local government officer with whom filer has employment or business relationship.</b></p> <p style="text-align: center; margin-top: 10px;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>_____ Signature of person doing business with the governmental entity</p> </div> <div style="width: 35%;"> <p>_____ Date</p> </div> </div>		



## Appendix J: Certification Regarding Lobbying

### PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, “New Restrictions on Lobbying”, published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

### PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- ☐ Yes  
☐ No

<b>Name of Provider</b>	<b>Vendor ID No. or Social Security No.</b>	<b>Program No.</b>
<b>Name of Authorized Representative</b>		<b>Title</b>

\_\_\_\_\_  
 Signature – Authorized Representative

\_\_\_\_\_  
 Date

## Appendix K: EHN Appointed Officers and Employees

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RE: RFP #17-015 to Provide Electronic Health Record (EHR) Technologies

Dear Vendor:

All vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity are required to complete and submit a Conflicts of Interest Questionnaire (CIQ).

In filing out the CIQ Form, the following are EHN appointed officials and employees which will award or recommend the awarding of a contract:

EHN Appointed Officials:

- Robert Jacob Cintron, Chair
- David Stout, Vice-Chair
- David Driscoll, Secretary
- Rick Myer, Ph.D., Trustee
- Kathleen Peyton, Trustee
- Peter M. Thompson, M.D., Trustee
- Joyce Wilson, Trustee

EHN Employees:

- Kristen Daugherty, Chief Executive Officer
- Ashley Sandoval, Associate Chief Executive Officer
- Roxie Samaniego, Chief Financial Officer
- Rene Hurtado, Chief of Staff
- Rene Navarro, Chief Compliance Officer
- Tewiana Norris, Chief Nursing Officer
- Chrystal Davis, Chief of Clinical Services
- David Puentes, Chief Officer of IDD Services
- Marcelo Rodriguez-Chevres, MD, Chief Medical Officer
- David Baquera- Chief Officer of Addiction Services
- Juan Gonzalez- Chief Information Officer
- Carol Thornburg, DO, Chief Medical Officer Substance Abuse
- Diana Billingsley, Purchasing Manager
- Robert Freres, Clinical Applications Manager
- Toni Beltran, Executive Assistant to Chief of Staff