

Request for Proposal

Electronic Health Record and Integrated Practice Management System

Intent to Respond Due:

Monday, April 3, 2023

Proposal Due:

Friday, April 28, 2023

Lone Star Circle of Care 205 East University Avenue, Suite 300 Georgetown, TX 78626

All documents herein or associated with this project shall comply with federal, state, and local regulation and are subject to federal review by the Health Resources and Services Administration (HRSA)

LSCC will not entertain bids from contractors currently listed on the U.S. General Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs

I. INTRODUCTION

A. Purpose

Lone Star Circle of Care (LSCC) is seeking proposals from vendors for an Electronic Health Record (EHR) and Integrated Practice Management (EPM) system to replace its current EHR system. The new EHR system should meet the needs of all clinical departments and provide a comprehensive, secure, and user-friendly solution for managing patient information. Interested vendors must comply with the requirements in Section II–A to be considered in the process. This Request for Proposal (RFP) is being released to invite interested parties to prepare and submit proposals that meet the objectives and functional requirements specified in Section II-F, in accordance with instructions provided herein. A party or vendor that submits a proposal in response to this RFP shall be referred to herein as a "Respondent." LSCC may select a Respondent to contract with LSCC to implement such solutions and services. An electronic copy of this RFP is available on request.

B. Background

LSCC is a Federally Qualified Health Center (FQHC) and nonprofit, tax-exempt corporation dedicated to providing comprehensive primary care, integrated behavioral health, dental, and mobile mammography services to persons of all ages, cultures, and economic backgrounds across six counties in Texas. LSCC holds Ambulatory Care and Behavioral Health accreditation by The Joint Commission (TJC), which is recognized nationally as the gold seal of approval in healthcare quality and safety. Additionally, LSCC's 27 clinic locations are certified through TJC as a Primary Care Medical Home (PCMH).

LSCC currently employs over 700 individuals, including physicians, advanced practice providers, clinical support, and administrative personnel.

II. PROPOSAL CONDITIONS

- LSCC is not obligated to any course of action as the result of this RFP. Issuance of this RFP does not constitute a commitment by LSCC to award any contract.
- LSCC is not responsible for any costs incurred by any Respondent or its partners in the RFP response preparation or presentation.
- Information submitted in response to this RFP will become the property of LSCC.
- All Respondent proposals will be kept private from other Respondents.
- LSCC reserves the right to modify this RFP at any time and reserves the right to reject any and all responses to this RFP, in whole or in part, at any time.

A. Minimum Requirements

All Respondents submitting a proposal <u>must</u> meet the following criteria:

- 1. Respondent must be compliant with all Federal (e.g., HIPAA, HITECH), State, and or other accrediting body health information security standards for data integrity, confidentiality, auditing, and availability.
- 2. Respondent's proposal must include a currently certified EHR pursuant to standards set forth by the Office of the National Coordinator for Health Information Technology (ONC).
- 3. Respondent's proposal must include a comprehensive data migration plan to ensure the transfer of patient information from the current EHR system to the new system with minimal disruption to clinical operations.
- 4. Respondent must have a minimum of one hundred (100) FQHCs as active customers in the United States with at least five (5) FQHCs located in the State of Texas.
- 5. Respondent must be financially stable, as determined by LSCC in its sole discretion after review of Respondent financial documentation required as part of the proposal or reasonably requested by LSCC.
- 6. Respondent's proposal must indicate if any third-party entities or contractors will be used during the implementation.
- 7. Respondent, its principals, and any individuals or entities who will perform services for LSCC under an awarded contract must be eligible for participation in federal healthcare programs and not listed as debarred or excluded on the HHS Office of Inspector General's List of Excluded Individuals and Entities, the federal government's System for Award Management, the Office of Foreign Assets Control list of Specially Designated Nationals, International Trade Administration Consolidated Screening List or any state's exclusion or sanction list.
- 8. Respondent must provide as part of the offering non-production environment(s) for testing, training, and configuration/development purposes.
- 9. Respondent's products and services must support EHR/EPM functions for the following service-lines:
 - Family Practice
 - Behavioral Health
 - Pediatrics
 - Optometry

- Obstetrics and Gynecology
- Senior Care
- Dental
- Mammography

Respondent's products and services must include:

- Patient Portal
- Virtual Visits / Telehealth
- Automated and Advance Patient Registration
- Patient Self Scheduling
- Patient Communications (i.e., appointment reminders)
- Native support for mobile devices
- Ancillary Interface (lab, diagnostic etc.)
- B. Correspondence

All questions and correspondence should be in writing or via email and directed to the following LSCC contact (Point of Contact):

Email: EHR_Proposal@lscctx.org

- Mail: Lone Star Circle of Care Attn: Associate General Counsel – EHR Proposal 205 East University Avenue, Suite 200 Georgetown, TX 78626
 - C. Unauthorized Contact

Any unapproved contact with LSCC staff regarding this RFP is highly discouraged and may result in Respondent's disqualification from this process.

D. Modifications

LSCC reserves the right to issue addenda or amendments to this RFP.

E. Contingencies

This RFP does not commit LSCC to award a Contract. LSCC reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and delete any requirement from this RFP if LSCC determines that it is in LSCC's best interest to do so. LSCC will notify all Respondents, in writing, if LSCC rejects all proposals.

DEADLINE FOR RESPONSE

Respondents must submit an electronic copy of their proposed solution in PDF format to **EHR_Proposal@lscctx.org** in accordance with the following schedule:

Timeline	
Process	Deadline
Issue RFP	3/2/2023
Intent to Respond Due	4/3/2023
Q/A for assembling bids	4/4/2023
	4/21/2023
RFP Responses Due	4/28/2023
Vendor of Choice Selection	5/12/2023

Submissions will be confirmed by reply email. Late proposals will not be evaluated.

SUBMISSION PROCESS AND REQUIREMENTS

Responses shall be submitted in PDF format and sent using electronic mail. Send your response to: **EHR_Proposal@lscctx.org** before the end of the date specified above (Central Time). Receipt will be acknowledged via email. Please include the words "**RFP: Vendor Response**" in the subject line.

Respondents should organize their proposals as defined below to ensure consistency and to facilitate the evaluation of all responses. All the sections listed below must be included in the proposal, in the order presented, with the Section Number listed. The responses shall be submitted in the following format:

- Section 1 Executive Summary (provide a concise summary of the products and services proposed; provide a
 reference list of three current, likely situated customers including names, addresses, email addresses, and
 phone numbers of persons not employed by Respondent who LSCC may contact)
- Section 2 Vendor Profile (provide answers using the templates and instructions below)
- Section 3 Specifications (provide answers using the templates and instructions below)
- Section 4 Implementation Plan (provide a high-level implementation plan with estimated timeline; list all projects, including approximate dollar value and anticipated completion date(s), that will be undertaken simultaneously by the proposed staff during LSCC's EHR and EPM project; describe titles, responsibilities, and credentials for the proposed staff during LSCC's EHR and EPM project)
- Section 5 Hardware and Configuration Specifications for both self-hosted, hybrid, and cloud- hosted solutions (provide a list of hardware requirements and configuration options [client/server, SaaS, etc.])
- Section 6 Cost Estimate (provide answers using the template and instructions below)

F. Objectives and Functional Requirements

Using the template below, please provide the requested information on your organization. Your response to a specific item may be attached to this section as an additional page if necessary.

General	
Name	Click here to enter text.
Address (Headquarters)	Click here to enter text.
Address Continued	Click here to enter text. Click here to enter text.
Main Telephone Number	
Website	Click here to enter text.
Publicly Traded or Privately Held	Click here to enter text.
Parent Company (if applicable)	
Name	Click here to enter text.
Address	Click here to enter text.
Address Continued	Click here to enter text.
Telephone Number	Click here to enter text.
Main Contact	
Name	Click here to enter text.
Title	Click here to enter text.
Address	Click here to enter text.
Address Continued	Click here to enter text.
Telephone Number	Click here to enter text.
Fax Number	Click here to enter text.
Email Address	Click here to enter text.
Market Data	
Number of years as EHR vendor	Click here to enter text.
Number of live customers	Click here to enter text.
Number of live customers that are a Federally Qualified Health Center	Click here to enter text.
Breakdown of customers by provider # (1-5, 6-9, >10)	Click here to enter text.
Number of new EHR installations over the last 3 years?	Click here to enter text.
What is the percentage of vendor-provided installs vs. outsourced to 3rd party companies?	Click here to enter text.
Breakdown of customers by specialty	Click here to enter text.
Size of existing live customer base (# providers and # total users)	Click here to enter text.
Texas presence.	Click here to enter text.
# of live customers by specialty and size by Texas county	
What is the current implementation timeframe when using only vendor-supplied resources?	Click here to enter text.
How many organizations have migrated away from your product(s) in the past 24 months?	Click here to enter text.
What is your EHR customer retention for the years 2020, 2021 and 2022?	Click here to enter text.
Total FTEs in 2021 and 2022	Click here to enter text.
Total current FTEs	Click here to enter text.
Explain how your company is planning to meet the increase in demand for your EHR product (including implementation, training, and support) over the next five (5) years.	Click here to enter text.

Product Information	
Product name(s) and version(s)#	Click here to enter text.
When is your next version release?	Click here to enter text.
What is your standard release cadence?	
Do you support scheduling, billing, and EHR from a single database?	Click here to enter text.
Does your solution require a "fat client," endpoint installed, or served via a Virtual Desktop Infrastructure VDI)?	Click here to enter text.
Please describe the main features of your patient portal?	Click here to enter text.
 Was the product (or any of its significant functionality) acquired from another company? If yes, please answer the following: What was the original company's name that developed the product or functionality? What was the original product's name? What version did you purchase? 	Click here to enter text.
Does the product allow integration with 3rd party products (e.g., Patient portals, Google Health, etc.)?	Click here to enter text.
Is the product comprehensive or modular?	Click here to enter text.
Modular List all modules available, their current version, and provide additional documents with all technical specifications, requirements, and dependencies for each module to operate fully with the "core" product. 	Click here to enter text.
Would you charge to copy, move, or retrieve patient data from the product if we decided to change EMR vendors in the future?	Click here to enter text.
List all ways to import a patient's data into the product: Examples: PDF Format Paper Copies Clinical Exchange Document Database import API Other etc.	Click here to enter text.
Reporting Capabilities	
Does the product allow custom reports to be created?	Click here to enter text.
Does it allow for ad hoc reporting to be created by users?	Click here to enter text.
Provide a list of standard reports (out-of-the box) which LSCC may run at Go Live.	Click here to enter text.
Can this report information be exported? If yes, what formats?	Click here to enter text.
Certification	
Is the product certified? If yes, list certifications	Click here to enter text.
Version and Year of Certification	Click here to enter text.
Certified as Comprehensive or Modular?	Click here to enter text.
Do you have a guarantee the product will meet the current standards and future standards?	Click here to enter text.
Additional Information	
Timeframe to receive demonstration of product	Click here to enter text.
Is there documentation or a white paper that you can share prior to the demos?	Click here to enter text.
Please describe your proposed implementation protocol?	Click here to enter text.
Training options (train-the-trainer, # hours all staff)	Click here to enter text.
Has your company acquired, been acquired, merged with other organizations, or had any "change in control" events within the last five (5) years? (If yes, please provide details.)	Click here to enter text.

la your company planning to convira the conviration with other organizations, or have	Click have to option toxt
Is your company planning to acquire, be acquired, merge with other organizations, or have any "change in control" events within the next five (5) years? (If yes, please provide details.)	Click here to enter text.
Does your company use resellers to distribute your product(s)? If yes, please answer the following: — What is your reseller structure?	Click here to enter text.
 Who are your resellers who are authorized to sell within Texas? If no, please answer the following: What is your distribution and sales structure? 	
 Please provide information on any outstanding lawsuits or judgments within the last five (5) years. Please indicate any cases that you cannot respond to as they were settled with a non-disclosure clause. 	Click here to enter text.
Security and Security Features	
Describe how the product meets all HIPAA, HITECH, and other security requirements.	
Does the product provide different levels of security based on User Role, Site, and/or Enterprise settings?	Click here to enter text.
Does the product provide different levels of security based on type of patient (Employee vs. VIP)?	Click here to enter text.
Describe the audit process within the product.	Click here to enter text.
List the security reports the product provides at Go-Live to meet all auditing and HIPAA reporting needs.	Click here to enter text.
Describe any remote tools you offer the provider to access patient data (e.g., Mobile devices) and how these devices/data may be secured if the provider loses their device, or a breach is suspected.	Click here to enter text.
Describe the product's ability to terminate user connections/sessions by an administrator (remotely) if a breach is suspected.	Click here to enter text.
Describe the product's ability to lockout users (for upgrades, security breaches, employee terminations, etc.).	Click here to enter text.
Describe the product's ability to create new security rights/roles based on new workflows or enhancements (e.g., customer-developed content such as Psych notes or departmental flowsheets).	Click here to enter text.
Does the product provide access to significant events (modifications) for audit purposes?	Click here to enter text.
How often is user access audited and by whom?	Click here to enter text.
Data Protection	
Describe how the patient's data is secured when accessed via handheld devices (e.g., secured through SSL web sites, Mobile Device apps, etc.).	Click here to enter text.
Please describe any encryption protocols protecting PHI, PII	Click here to enter text.
Licensing	
How is the product licensed?	
Are licenses purchased per user?	Click here to enter text.
Define 'user' if it relates to the licensing model (i.e., FTE MD, all clinical staff, etc.).	Click here to enter text.
How does the system licensing account for residents, part time clinicians, and midlevel providers?	Click here to enter text.
– Can user licenses be reassigned when a workforce member leaves?	Click here to enter text.
 If licensing is determined per workstation, do handheld devices count towards this licensing? 	Click here to enter text.
Is system access based on individual licensing, concurrent, or both?	Click here to enter text.
What does each license provide?	Click here to enter text.
For modular systems, does each module require a unique license?	Click here to enter text.
In concurrent licensing systems, when are licenses released by the system (i.e., when the workstation is idle, locked, or only when user logs off)?	Click here to enter text.

Computerized Dhysician Order Entry (CDOE)	
Computerized Physician Order Entry (CPOE)	Click here to enter text.
Is CPOE part of the core product or a separate module?	Click here to enter text.
Is CPOE customizable per provider or are templates available?	Click here to enter text.
Does the system allow for custom Order Sets to be built?	Click here to enter text.
 Does the system allow multiple Resultable Items to be mapped to a single Orderable Item? (e.g., Skin tests have multiple antigens (resultables) which must map to a single Orderable item code). 	
— Does the system allow free text ordering?	Click here to enter text.
Does the system provide the end user the ability to cancel pending orders?	Click here to enter text.
If so, does an outbound interface message result, sending the cancellation message to 3rd party systems?	Click here to enter text.
 Does the system utilize current ICD coding? 	Click here to enter text.
Are codes pre-loaded?	Click here to enter text.
 Are future code updates vendor or user applied? 	Click here to enter text.
– Does the system allow custom questions per order to be developed?	Click here to enter text.
If so, please describe how these items are built and managed by the customer.	Click here to enter text.
– Can these items be classified as "required" or "optional" to complete?	Click here to enter text.
– Does the product support recurring orders?	Click here to enter text.
If so, please describe how the system accommodates this workflow.	Click here to enter text.
 Does the product support Orderable Favorites per user and/or per specialty? 	Click here to enter text.
How does the product support ordering for off-site (non-integrated/interfaced) orders?	Click here to enter text.
Are there Reporting tools available to monitor all CPOE steps? (e.g., unsigned orders, overdue orders, etc.)	Click here to enter text.
Which LIS vendors currently interface "out of the box" with CPOE?	Click here to enter text.
Which RIS/PACS systems interface "out of the box" with CPOE?	Click here to enter text.
E-Prescribing	
Is E-Prescribing part of the core product or a separate module?	
Is E-Prescribing customizable per provider and/or at the enterprise level?	Click here to enter text.
What are the E-Signature Requirements for E-Prescribing?	Click here to enter text.
What is required of the customer to set this up?	Click here to enter text.
– Which local or national pharmacies interface with the EHR?	Click here to enter text.
How are these updated and with what frequency?	Click here to enter text.
 Is there an extra expense required for local pharmacies to be set up for E- Prescribing? 	Click here to enter text.
Rate per transmission?	Click here to enter text.
— What form of transmission is required?	Click here to enter text.
– Is there a fax server incorporated in the EHR?	Click here to enter text.
If so, does it require a separate server?	Click here to enter text.
 If not, are 3rd party vendor fax servers supported? 	Click here to enter text.
 Which vendors are supported? 	Click here to enter text.
 Can Rx faxes be configured to use a separate fax queue from other faxed documents within the system? 	Click here to enter text.
Is there a functional limit to the number of fax lines supported by the system?	Click here to enter text.
Can active faxes be cancelled during transmission by user or by system administrators?	Click here to enter text.
What security settings are available in the product to govern who can E-Prescribe?	Click here to enter text.

Are medication updates performed regularly?	Click here to enter text.
Which vendor(s) does the product support?	Click here to enter text.
— Does it include Drug Contraindications?	Click here to enter text.
 Does it include Drug Interactions? 	Click here to enter text.
— Does it include Drug Warnings received?	Click here to enter text.
 Are reporting tools for E-Prescribing available? 	Click here to enter text.
Describe how new medications are displayed in the system if added by: MD RN MA PA/NP Residents 	Click here to enter text.
Where is E-Prescription information housed in the EHR?	Click here to enter text.
Describe the audit features for E-Prescribing.	Click here to enter text.
Does the system keep a running history of Rx renewal changes?	Click here to enter text.
Population Health	
Describe your product capability to support the below:	Click here to enter text.
Remote Health Monitoring	
Transition in Care Management	
Chronic Care Management	
Risk Adjustment (Including Medicare, Medicaid & HHSC Models)	
NCQA Certified Quality Measures	
Customizable Quality Measures Pidirectional data with external partners (Health plans, regulatory entities, etc.)	
 Bidirectional data with external partners (Health plans, regulatory entities, etc.) Reporting 	
Robust Data Dictionary	Click here to enter text.
Standard Reporting Templates	
Non prod environments for reporting with copies of prod data	
Ability to link external reports	
Infrastructure and Technology	
Depending on your product's topology (cloud, on-prem/self-hosted, hybrid, etc.) Please respo	ond to the following as appropriate:
What is your recommended hosting solution?	Click here to enter text.
Does the product support use of a Hyper-Converged Infrastructure? (Nutanix, Dell VxRail, etc.)	Click here to enter text.
Will the product run on virtualized servers?	Click here to enter text.
If yes, what virtualization and remote access software is required on server?	Click here to enter text.
If no, are you moving toward certifying virtualized environments?	Click here to enter text.
Are we required to purchase hardware from your company?	Click here to enter text.
What are the recommended printer/scanner manufacturers/models?	
Internet Requirements	
internet Reduirements	

What is the minimum bandwidth requirement for the following:	Click here to enter text.
End User/Clients	
 For remote connection/maintenance Interfaces 	
Reporting	
How are these connections secured? (Examples: IPSec, VPN Tunnel, SSL secured site)	I
If so, please detail security setup required for this access. If Delta processes are initiated and data is downloaded into the system automatically, detail that information here.	Click here to enter text.
Remote Support?	Click here to enter text.
If so, please detail security setup and access rules governing when connections are created and what type of work can be performed on the live system during normal business hours.	Click here to enter text.
Access System/Application Remotely?	Click here to enter text.
Are there any Delta processes that run nightly/weekly/etc. and if so, what data is collected and how is it used?	Click here to enter text.
What are the minimum network infrastructure requirements?	Click here to enter text.
Since we would be dependent on Internet connection, what is your strategy if the Internet connection goes down and we cannot use your system?	Click here to enter text.
How will the customer be able to upload patient-provided records (either paper or electronic format (radiology, medical records, lab data, etc.))?	Click here to enter text.
What are the security requirements for remote users (non-office users)?	Click here to enter text.
What are the minimum bandwidth requirements?	Click here to enter text.
List all security settings/exceptions which must be accommodated on client workstations (e.g., Internet sites trusted, active x controls enabled, Dot Net versions supported, registry modifications, etc.).	Click here to enter text.
How often is routine maintenance performed on remote system? Backups? Updates? Performance Monitoring and Enhancements	Click here to enter text.
Can you provide a contingency strategy or disaster recovery plan in the event Internet service is lost and customer is unable to access your system and application?	Click here to enter text.
Do you have normal 'downtime' windows for system backup and maintenance?	Click here to enter text.
Does this affect access to the product?	Click here to enter text.
How is data gathered during Internet outages?	Click here to enter text.
Is it uploaded into the system when Internet restored? Is this process done manually or automatically? How do we verify information has been uploaded?	Click here to enter text.
In the event access to your site is unavailable, what steps will you take to notify the customer of progress towards resolving the issue?	Click here to enter text.
What steps should the customer take during this time?	Click here to enter text.
In the past two (2) years, how many outages have you experienced due to internal infrastructure issues?	Click here to enter text.
Do you have redundant Internet providers or some other form of redundancy for network access?	Click here to enter text.
Workstation/Client Requirements	

Does the product support any of the following external devices: USB Devices Scanners (Manufacturer/Model) Flatbed Handheld (i.e., Barcode, iPhone, Android, etc.) Card Readers (i.e., Smart Card, Security) Other Input Devices Waived test analyzers EKG, external fetal monitoring In-office imaging (i.e., ultrasound, dermascope) Barcode Inventory Systems Dictation Systems Dental Sensors: Schick	Click here to enter text.
Panorex: Gendex and Sorodex Cranex Novus	
IO Cameras: ProDent Vision	
Retinal Screening Camera by Intelligent Retinal Imaging Systems "IRIS"	
What is the recommended printer/scanner manufacturers/models?	Click here to enter text.
What are the workstation requirements?	Click here to enter text.
Manufacturer/Model	Click here to enter text.
Processor Storage	
 Storage Memory 	
Operating System	
Does the product require any type of client (i.e., Citrix, client ware, Cisco VPN, etc.)?	Click here to enter text.
What applications are supported and/or need to be installed on the workstations? The following are examples: • Java	Click here to enter text.
Adobe Reader	
Microsoft Office (i.e., Word, Excel, etc.)	
Crystal Reports	
Remote Access Software (RDP, GoToMyPC, etc.) for support How is data saved and stored?	Click here to enter text.
What are options for exporting data?	Click here to enter text.
Does product allow reports to be created?	Click here to enter text.
Ad hoc reporting option?	Click here to enter text.
Is there a test environment for the customer to use?	Click here to enter text.
Are there additional infrastructure requirements?	Click here to enter text.
What are your security requirements and recommendations for client workstations?	Click here to enter text.
Is your site secured with encryption and antivirus?	Click here to enter text.
How often is access audited and by whom?	Click here to enter text.
Is there an off-site disaster recovery location for your server farm?	Click here to enter text.
 How often is this tested? 	Click here to enter text.

If product is a SaaS model, please respond to questions below:

Do you provide direct SaaS solutions or require 3rd party vendor participation?

Does a 3rd party vendor host any part of your product and/or data?

Click here to enter text.

Does vo	ur product require or recommend a firewall/VPN on the client side?	Click here to enter text.
	nat is the recommended manufacturer/model?	Click here to enter text.
_ _	Can the product be securely accessed from any location with an Internet/broadband connection? Does the product support restricted access such as IP address whitelisting?	Click here to enter text.
Do you	provide ASP solutions or require 3rd party vendor participation?	
	he 3rd party vendor's involvement?	Click here to enter text.
	support issues handled?	Click here to enter text.
Does the	ASP model require a server at the customer location?	Click here to enter text.
•	If yes, what are the system requirements?	Click here to enter text.
•	Number of Server(s)?	Click here to enter text.
•	Processor	Click here to enter text.
•	Storage and Fault Tolerance Requirements?	Click here to enter text.
•	Memory?	Click here to enter text.
٠	<25 concurrent users	
٠	>25 concurrent users	Oliak hara ta antar taut
٠	Bandwidth Requirements?	Click here to enter text.
•	System Backup Requirements?	Click here to enter text.
•	Types of Server(s)	Click here to enter text.
٠	Database Servers	Click here to enter text.
٠	Web Servers	Click here to enter text.
•	Interface Servers	Click here to enter text.
٠	Scanning Servers	Click here to enter text.
•	Messaging (Fax, E-Prescribing, Print) Servers If fax from server, what fax cards are supported? Is separate fax software needed?	Click here to enter text.
•	Is virtualization supported or required (VMWare, XenApp, etc.)?	Click here to enter text.
•	If so, on which servers and in what configuration?	Click here to enter text.
•	Are Citrix and/or RemoteApp supported?	Click here to enter text.
٠	If so, are there any application modules not supported or recommended for use in a virtualized environment?	Click here to enter text.
-	Do you provide all CALs (client access licenses) for database and system access or does the customer purchase these?	Click here to enter text.
	her must purchase, how many need to be purchased based on expected number of the product?	Click here to enter text.
Require	ODBC driver or SQL application on workstations?	Click here to enter text.
Any othe	r applications required?	Click here to enter text.
How is d	ata saved at the ASP location?	Click here to enter text.
Does pro	oduct provide database software (Yes/No)?	
lf no, wh	at database application is required? (MS SQL, Oracle, MySQL, Other)	
-	Can data be exported or accessed remotely for BI purposes?	
11	n is routine maintenance performed on remote system?	

- How often is routine maintenance performed on remote system?

 - Backups?
 Are 3rd party backup solutions supported?
 - Updates?

Vendor Support

Do you offer multiple support programs? Please provide a detailed list of each with your standard SLA for each support program.

program.	
What are your support statistics (# of Support Calls to the % of resolutions at each severity level)?	Click here to enter text.
Define the Support Structure (Tiered Approach, Client assigned 1 point of contact, etc.)	Click here to enter text.
What is your availability to the practice for meetings to discuss EHR issues and concerns?	Click here to enter text.
 When is customer support available? Preferred method of contact (Phone call, e-mail, etc.)? Where is your customer support staff located? Are they 'off-shore'? What are your normal hours of support? How is after hours support handled? Will someone be on-call at all times? What type of support is offered in the event of a system downtime? Do you offer a downtime solution? 	Click here to enter text.
 Problem/Resolution Process Response time expectations for all levels of severity Average time to close tickets by severity level Escalation Process Severity Level System Issue/Resolution Tracking System 	Click here to enter text.
 Who has ownership of the following: Data Software Enhancements or Customizations Paid for by Customer Hardware Servers Workstations 	Click here to enter text.
 What are your additional fee-based services? 	Click here to enter text.
Do you have online support (Knowledgebase, Info Center, eLearning etc.)?	Click here to enter text.
Is your support staff certified?	Click here to enter text.
Describe Enhancement Request Model	Click here to enter text.
Do you have a user forum for practices to seek help from peers and share ideas?	Click here to enter text.
Do you have regional and national user conferences?	Click here to enter text.
On-going Maintenance	Click here to enter text.
 Upgrade Process Will customer get to choose which upgrades they want? Frequency of Upgrades? How long can a customer delay an upgrade without losing support? Will training be provided for new functionality? 	Click here to enter text.
 Testing Will customer get a chance to test the product in a test environment? Will customer get access to test scripts from vendor? Will customer have an opportunity to parallel test with vendor or conduct Acceptance Testing? End to End Testing? 	Click here to enter text.

 Product Enhancement Requests If customer wants to add an enhancement, what is the process? Are there additional costs for an enhancement? How soon will customer be able to view, test, and use enhancement? How will upgrades work with new enhancement? 	Click here to enter text.
 Will all other customers get the enhancement one company has paid for? 	
Training/Testing – All Phases (Selection through Post Go-Live)	
Development/Training Environment	
Specify if this will be provided before or after a contract is signed.	Click here to enter text.
Will access be granted to development/training environment for testing during upgrades and during training processes?	Click here to enter text.
What types of training are available? Describe all available methods offered.	Click here to enter text.
 Workflow Training Sessions "role-based" (Nurse, Provider, Front Office, etc.) One-on-One Training Sessions with Consultant Describe your training personnel (i.e., background, position, medical credentials). Vendor-Directed Demo (i.e., Web Ex Training, On-Site, etc.) 	Click here to enter text.
 Vehicle Directed Denio (i.e., web Ex fraining, On-Site, etc.) What is created by vendor vs. customer? Creating specialized templates for efficient documentation Creating favorites/shortcuts within the product Does the product have customizable preferences? 	Click here to enter text.
How will workflow development needs be assessed?	Click here to enter text.
Contractually, can users access the live EMR system prior to Go-Live for build or 'pilot' purposes?	Click here to enter text.
Super User Training — Will super users be trained by vendor? Remote or on-site training provided?	Click here to enter text.
Cost of Training Describe training options included in contract agreement. Will additional costs be incurred for training? 	Click here to enter text.
– Go-Live	Click here to enter text.
Will vendor staff be on-site during 'Go Live' timeframe?	Click here to enter text.
What will be their role during 'Go Live'? – Trainer – Technical	Click here to enter text.
Post Go-Live Training and Support	Click here to enter text.
After 'Go-Live', who (i.e., support team, implementation manager, etc.) will be available to answer questions, issues, and/or training requests? If original implementation team, how long before this level of service is transferred to "normal" support team?	Click here to enter text.
 Will a post Go-Live assessment be completed after a specified amount of time by the vendor? 	Click here to enter text.
How will we be notified of upgrades when they are released and who is responsible for installing these updates (dates, training, documentation, etc.)?	Click here to enter text.
Contract Terms and Vendor Guarantees	
Will the customer be allowed to perform acceptance testing of this product prior to "Go Will the customer be allowed to make payments based upon milestones with a significant portion of the fees not payable until "Go-Live"?	-Live"? Click here to enter text.

 What is the vendor's responsibility when: Problem resolution is not met by a certain time based on severity level of the problem or issue. Upgrades cause problems (causes critical workflows to break)? Training is not conducted in agreed upon timeframe and/or the training materials are not adequate or delivered per contract deliverables? Implementation is not completed by vendor in the agreed upon timeframe due to issues related to the vendor (staffing conflicts, software problems, etc.)? Incompatibility issues arise between hardware (which meets agreed upon specifications) and approved software? Promised product functionality does not exist at time of Implementation? Data is corrupted during normal use and operation of the product. 	Click here to enter text.
 Will you allow the representations made in your response to this RFI to be incorporated into the contract? 	Click here to enter text.
Will you agree to a cap on price increases? For how long?	Click here to enter text.
How long will you guarantee to provide maintenance (or other support) on this product?	Click here to enter text.
What is the process that you will follow when "sunsetting" this product?	Click here to enter text.
Will you escrow the source code for this product?	Click here to enter text.
Other Vendor Services Offered	

 What other companies have you partnered with to provide services on your behalf and what is their contact information?

 If their work is done on your behalf (implementation, upgrades, etc.), do you warranty their work as if it was your own?
 Click here to enter text.

SPECIFICATIONS

When responding to each item in the specifications section, place an "X" under one of the following columns:

"Yes, included" = the function is available in the system, and it is part of the basic system

"Yes, Additional Cost" = the function is available, but it requires system customization at an additional cost

"No" = the function is not available

Use the column labeled "**Comments / Clarifications**" to include additional information you wish to include as part of your response. This column can also be used to indicate if a function is not currently available but will be available in a future release by indicating the version number and approximate month/year when the function will be available (e.g., Version 8.2/August 2023). No comment or clarification should exceed half a page in length. Comments and Clarifications may be provided on a separate attachment.

	Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
1. (General				
6 (The system supports both a total paperless function and a hybrid function, where the contents of the electronic record can be printed for inclusion in the paper chart.				Click here to enter text.

		Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
1.2	The system includes automatic translation of codes to data.				Click here to enter text.
	The system includes support and updates for the above vocabularies.				Click here to enter text.
	The system includes SNOMED CT as the integrated standard nomenclature of clinical terms.				Click here to enter text.
	Your company provides after-hours call center support for the system.				Click here to enter text.
1.6	Ability to provide a virtual method for purpose of patient registration and pre-visit collection of forms electronically (i.e., text, email, kiosk/tablet)				Click here to enter text.
2.	Demographics / Care Management				
	The system has the capability to record demographics including: Preferred language, insurance type, gender, race, ethnicity, and date of birth.				Click here to enter text.
2.3	The system supports the Continuity of Care Document Continuity of Care Record, HITSP standard.				Click here to enter text.
2.4	The system has the capability of importing patient demographic data via HL7 / FHIR interface from an existing Practice Management System, Patient Registration System, or any such system used for patient registration and/or scheduling.				Click here to enter text.
3.	Patient History				
3.1	The system has the capability to import patient health history data, including obstetrical history data, from an existing system.				Click here to enter text.
3.2	The system presents a chronological, filterable, and comprehensive review of patient's EHR, which may be summarized and printed, subject to privacy and confidentiality requirements.				Click here to enter text.
4.	Current Health Data, Encounters, Health Risk Appra	isal			
4.1	The system includes a combination of system default, provider customizable, and provider-defined and reusable templates for data capture.				Click here to enter text.
4.2	The system obtains test results via standard HL7 interface from: laboratory.				Click here to enter text.
	4.2.1. The system obtains test results via standard HL7 interface from: radiology/ imaging.				Click here to enter text.
	4.2.2. The system obtains test results via standard HL7 interface from: other equipment such as Vitals, ECG, Holter, Glucometer.				Click here to enter text.
4.3	The system has the capability to capture and monitor patient health risk factors in a standard format.				Click here to enter text.
	The system provides a flexible, user modifiable, search mechanism for retrieval of information captured during encounter documentation.				Click here to enter text.
4.5	The system provides a mechanism to capture, review, or amend history of current illness.				Click here to enter text.

Specifications	Yes,	Yes,	No	Comments / Clarifications
	Included	Addtl. Cost	110	
4.6 The system enables the origination, documentation, and tracking of referrals between care providers or healthcare organizations, including clinical and administrative details of the referral.				Click here to enter text.
4.7 The system tracks consultations and referrals.				Click here to enter text.
5. Encounter – Progress Notes				
5.1 The system records progress notes utilizing a combination of system default, provider customizable, and provider-defined templates.				Click here to enter text.
5.2 The system includes a progress note template that is problem oriented and can, at the user's option be linked to either a diagnosis or problem number.				Click here to enter text.
6. Problem Lists				
6.1 The system creates and maintains patient-specific problem lists.				Click here to enter text.
6.2 For each problem, the systems have the capability to create, review, or amend information regarding a change on the status of a problem to include, but not be limited to, the date the change was first noticed or diagnosed.				Click here to enter text.
7. Clinical Practice Guidelines (CPG)				
7.1 The system includes and maintains evidence-based Clinical Practice Guidelines (CPGs) published and maintained by credible sources such as the American Heart Association (AHA), U.S. Preventive Services Task Force (USPSTF), American College of Cardiologists (ACC), American College of Physicians (ACP) and other groups. The guidelines incorporate patient education and <u>actionable</u> alerts and reminders.				Click here to enter text.
7.2 The system allows reporting and analysis of any / all components included in the CPG.				Click here to enter text.
7.3 Included in each CPG, the system has the capability to create, review, and update information about:				Click here to enter text.
7.3.1 The performance measures that will be used to monitor the attainment of objectives.				Click here to enter text.
7.3.2 The quantitative and qualitative data to be collected.				Click here to enter text.
7.3.3 Performance metrics: CPG shall allow for decision support based on standardized discrete data to be used to calculate clinical performance measures.				Click here to enter text.
7.3.4 Collection means and origin of data to be evaluated.				Click here to enter text.
7.4 The system allows the provider or other authorized user to override any or all parts of the guideline. The system can collect exceptions for NOT following the CPG.				Click here to enter text.
8. Care Plans				

Specifications	Yes,	Vac	No	Comments / Clarifications
Specifications	Included	Yes, Addtl.	NO	Comments / Clarifications
		Cost		
8.1 The system provides administrative tools for				Click here to enter text.
organizations to build care plans, guidelines, and				
protocols for use during patient care planning and				
care.	_	_	_	Oliala have to a standard
8.2 The system generates and automatically records in the care plan document, patient-specific instructions				Click here to enter text.
related to pre- and post-procedural and post-				
discharge requirements. The instructions must be				
simple to access.				
9. Prevention				
9.1 The system has the capability to display health				Click here to enter text.
prevention prompts on the summary display. The				
prompts must be dynamic and consider sex, age, and				
chronic conditions.				
9.2 The system includes user-modifiable health				Click here to enter text.
maintenance templates. 9.3 The system includes a patient tracking and reminder				Click here to enter text.
capability (patient follow-up) updatable by the user at				Click here to enter text.
the time an event is set or complied with.				
10. Patient Education	1			
10.1 The system has the capability to create, review,				Click here to enter text.
update, or delete patient education materials. The				
materials must originate from a credible source and be				
maintained by the vendor as frequently as necessary.				
10.2 The system has the capability of providing printed				Click here to enter text.
patient education materials in culturally appropriate				
languages on demand or automatically at the end of				
the encounter. At minimum, the materials must be				
provided in English and Spanish as applicable.				
11. Alerts / Reminders				Click here to enter text.
11.1 The system includes user customizable alert screens / messages, enabling capture of alert details.				Click here to enter text.
11.2 The system has the capability of forwarding the alert				Click here to enter text.
to a specific provider(s) or other authorized users via				
secure electronic mail or by other means of secure				
electronic communications.				
12. Orders				
12.1 The system includes an electronic Order Entry module				Click here to enter text.
that has the capability to be interfaced with several				
key systems depending on the health center's existing				
and future systems as well as external linkages,				
through a standard, real time, HL7 two-way interface.	_	_		Oliak hara ta antar taut
12.2 The system displays order summaries on demand to				Click here to enter text.
allow the clinician to review/correct all orders prior to transmitting/printing the orders for processing by the				
receiving entity.				
13. Results	l 		 	

Specifications	Yes,	Yes,	No	Comments / Clarifications
	Included	Addtl. Cost		
13.1 The system has the capability to route, manage, and present current and historical test results to appropriate clinical personnel for review, with the ability to filter and compare results.				Click here to enter text.
13.1.1 Results can be easily viewed in a flow sheet as well as graph format.				Click here to enter text.
13.2 The system accepts results via two-way standard interface from all standard interface compliant / capable entities or through direct data entry. Specifically – Laboratory, Radiology, and Pharmacy information systems. <u>Please attach list of currently available interfaces, if available</u>				Click here to enter text.
13.3 The system includes an intuitive, user customizable results entry screen linked to orders.				Click here to enter text.
13.4 The system has the capability to evaluate results and notify the provider.				Click here to enter text.
13.5 The system allows timely notification of lab results to appropriate staff as well as easy routing and tracking of results.				Click here to enter text.
13.6 The system flags lab results that are abnormal or that have not been received.				Click here to enter text.
14. Medication and Immunization Management				
14.1 The system identifies drug interaction warnings (prescription, over the counter) at the point of medication ordering. Interactions include drug to drug, drug to allergy, drug to disease, and drug to pregnancy.				Click here to enter text.
14.2 The system alerts providers to potential administration errors for both adults and children, such as wrong patient, wrong drug, wrong dose, wrong route, and wrong time in support of medication administration or pharmacy dispense/supply management and workflow.				Click here to enter text.
14.3 The system supports multiple drug formularies and prescribing guidelines.				Click here to enter text.
14.4 The system provides the capability for electronic transfer of prescription information to a patient or organization selected pharmacy for dispensing.				Click here to enter text.
15. Confidentiality and Security				
15.1 The system provides privacy and security components that follow national standards such as HIPAA.				Click here to enter text.
15.2 The system provides privacy and security components that follow Texas state-specific laws and regulations.				Click here to enter text.
15.3 The system hardware recommendations meet national security guidelines.				Click here to enter text.
15.4 The system has hardware recommendations for disaster recovery and backup.				Click here to enter text.
16. Clinical Decision Support				
16.1 The system offers prompts to support the adherence to care plans, guidelines, and protocols at the point of information capture.				Click here to enter text.

Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
16.2 The system triggers alerts to providers when individual documented data indicates that critical interventions may be required.				Click here to enter text.
17. Reporting				
17.1 Are standard clinical reports built into the system for the user to query aggregate patient population numbers?				Click here to enter text.
17.2 The system can generate lists of patients by specific conditions to use for quality improvement.				Click here to enter text.
17.3 The system has the capability to report ambulatory quality measures to CMS etc				Click here to enter text.
17.4 The system can generate patient reminder letters for preventive services or follow-up care.				Click here to enter text.
17.5 The system supports disease management registries by:				Click here to enter text.
17.5.1 Allowing patient tracking and follow-up based on user defined diagnoses.				Click here to enter text.
17.5.2 Providing a longitudinal view of the patient medical history.				Click here to enter text.
17.5.3 Providing intuitive access to patient treatments and outcomes.				Click here to enter text.
17.6 What reporting engine is utilized within the software? (ex. Crystal Reports, Excel, proprietary).				Click here to enter text.
17.6.1 If utilizing Crystal Reports do you provide a listing of all reportable data elements?				Click here to enter text.
17.7 Does the end user have the ability to create custom reports?				Click here to enter text.
17.8 Can reports be run on-demand during the day? Please indicate limitations if applicable to report runs during high system utilization timeframes by end users.				Click here to enter text.
17.9 Can reports be set up to run automatically as well as routed to a specific person within the office?				Click here to enter text.
18. Interoperability				
18.1 The system has a bi-directional lab component.				Click here to enter text.
18.2 The system can check insurance eligibility electronically from public and private payers. List clearinghouses with which this functionality exists.				Click here to enter text.
 18.3 The system can submit claims electronically to public and private payers. 				Click here to enter text.
18.4 The system can provide patients with timely electronic access to their health information.				Click here to enter text.
18.5 The system can provide clinical summaries to patients for each visit.				Click here to enter text.
18.6 The system can provide a summary care record for each transition of care and referral visit.				Click here to enter text.
18.7 The system can exchange key clinical information among providers of care and patient authorized entities electronically.				Click here to enter text.
18.8 The system can submit immunization data electronically to the Texas immunization registry.				Click here to enter text.

Specifications	Yes,	Yes,	No	Comments / Clarifications
	Included	Addtl. Cost		
18.9 The system can provide electronic syndromic surveillance data to public health agencies and actual transmission according to applicable law and practice.				Click here to enter text.
19. Cost Measuring / Quality Assurance / Reporting				
19.1 The system has built-in mechanism/access to other systems to capture cost information.				Click here to enter text.
19.2 The system supports real-time or retrospective trending, analysis, and reporting of clinical, operational, demographic, or other user-specified data including current and future UDS reports.				Click here to enter text.
19.3 The system allows customized reports or studies to be performed utilizing individual and group health data from the electronic record.				Click here to enter text.
19.4 The system will provide support for third-party report writing products.				Click here to enter text.
20. Chronic Disease Management / Population Health			·	
20.1 The system provides support for the management of populations of patients that share diagnoses, problems, demographic characteristics, etc.				Click here to enter text.
20.2 The system has a clinical rules engine and a means of alerting the practice if a patient is past due.				Click here to enter text.
20.3 The system generates follow-up letters to physicians, consultants, external sources, and patients based on a variety of parameters such as date, time since last event, etc. for the purpose of collecting health data and functional status for the purpose of updating the patient's record.				Click here to enter text.
20.4 At minimum, the system is able to generate a variety of reports based on performance measures identified by the Physician Consortium for Performance Improvement (AMA/Consortium), the Centers for Medicare & Medicaid Services (CMS), and the National Committee for Quality Assurance (NCQA) for chronic diseases. Information on these measures can be found at: http://www.ama- assn.org/ama/pub/category/4837.html. The system follows measures approved by NQF (national quality form) and prompted by the AQA (ambulatory quality alliance) as well as those identified by the HRSA's Health Disparities Collaborative http://www.healthdisparities.net/				Click here to enter text.
21. Consents, Authorizations, and Directives				
21.1 The system has the capability for a patient to sign consent and other practice required forms electronically.				Click here to enter text.
21.2 The system has the capability to create, maintain, and verify patient treatment decisions in the form of consents and authorizations when required.				Click here to enter text.
21.3 The systems captures, maintains, and provides access to patient advance directives.				Click here to enter text.
22. Technical Underpinnings				

Specifications	Yes,	Yes,	No	Comments / Clarifications
	Included	Addtl. Cost		
22.1 The system incorporates extensive, secure telecommunications capabilities that link staff and				Click here to enter text.
clinicians from remote locations to the central site. 22.2 Do you provide hardware or have a relationship with a				Click here to enter text.
hardware vendor? 22.3 If working with a hardware vendor, do you have negotiated pricing with them?				Click here to enter text.
23. Billing				
23.1 The system provides a bi-directional interface with practice management systems.				Click here to enter text.
23.2 The system provides ability to provide sliding fee scale pricing based on household size and income in accordance with current federal poverty guidelines.				Click here to enter text.
23.3 Realtime electronic insurance eligibility/verification and real time claim edits.				Click here to enter text.
23.4 Ability to deliver patient statements				Click here to enter text.
23.5 Ability to maintain payer contract specifications				Click here to enter text.
23.6 Integrated Clearinghouse options for all claims processing requirements.				Click here to enter text.
23.7 Ability to build and pull high level reports				Click here to enter text.
23.8 Ability to process insurance and patient refunds				Click here to enter text.
23.9 Ability to import ERA data from the clearinghouse so that we can create Specialist Payer worklists based on initial, appeal and final filing deadlines				Click here to enter text.
24. Document Management				
24.1 The system includes an integrated scanning solution to manage old charts and incoming paper documents.				Click here to enter text.
24.2 Scanned documents are readily available within the patient's chart.				Click here to enter text.
24.3 Scanned documents can be attached to intra office communication and tracked.				Click here to enter text.
24.4 The system can bulk scan and easily sort old patient charts for easy reference later.				Click here to enter text.
24.5 Images and wave files can also be saved and stored in the document management system.				Click here to enter text.
24.6 Insurance cards and driver's license can be scanned and stored in patient demographics.				Click here to enter text.
24.7 Scanned documents can be attached to visit notes.				Click here to enter text.
24.8 In a multiple location environment can each office scan in the same manner?				Click here to enter text.
25. Technical Support				
25.1 What hours is technical phone support available?				Click here to enter text.
25.2 What is the average amount of time for issue resolution?				Click here to enter text.
25.3 If a problem persists what is the escalation process?				Click here to enter text.
25.4 Do you have electronic ticketing for non-emergent technical support?				Click here to enter text.

Specifications	Yes, Included	Yes, Addtl. Cost	No	Comments / Clarifications
25.5 Do you have a user forum for practices to seek help from peers and share ideas?				Click here to enter text.

COST ESTIMATE

For each proposed product, please provide cost estimates based upon a typical installation. To allow us to be able to compare responses, please assume that the product is going to be used at number of site(s) with number of providers. Also, any additional details regarding cost or pricing that may be helpful in our analysis should be included as well.

Please use the following template, if possible—or attach a cost estimate proposal that includes answers to each question below — *and provide it as a separate, sealed document within the RFP response.*

One-time fees				
One-time implementation fees:	Click here to enter text.			
Training fees:	Click here to enter text.			
Consulting fees:	Click here to enter text.			
Initial year costs (include all fees for license, use, access, etc	2.)			
For 135 full-time providers:	Click here to enter text.			
For each additional provider:	Click here to enter text.			
Please provide the pricing algorithm used to calculate this cost.	Click here to enter text.			
Ongoing annual costs (include all fees for maintenance, support, use, access, etc.)				
For 135 full-time providers:	Click here to enter text.			
For each additional provider:	Click here to enter text.			
Please provide the pricing algorithm used to calculate this cost. Also, please provide your policy regarding price increases.	Click here to enter text.			
Five (5) year cost of ownership				
Please indicate the estimated TCO ("total cost of ownership") for the product over a 5-year period.	Click here to enter text.			
Training fees:	Click here to enter text.			

III. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by LSCC. The evaluation will be based on the written proposal as submitted but may include interviews.

- B. Evaluation Criteria
- 1. <u>Initial Review.</u> All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and comply with all stated requirements.
- b. Respondents must respond to all applicable questions and requirements.
- c. Respondents must meet the requirements as stated in the Minimum Respondent Requirements as outlined in Section II-A. Failure to meet all of these requirements may result in a rejected proposal.
- 2. <u>Compliance Review</u>. Because LSCC is a Federally Qualified Health Center subject to government procurement requirements, all Respondents will be evaluated according to the following compliance criteria.
 - a. Respondent integrity.
 - b. Compliance with public policy.
 - c. Record of past performance, including privacy and security of healthcare information.
 - d. Financial and technical resources.
 - e. Responsiveness of the proposal.
 - f. Verification that Respondent and its principals are eligible for participation in government contracts.
- C. Award of Contract

LSCC reserves the right, for any reason, to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP. Respondents are advised that the lowest cost proposal will not necessarily be awarded the Contract (defined in Section IV, below), as the selection will also be based upon qualification criteria described later in this document.

D. Limitation of Liability

LSCC will not compensate any Respondent for any costs incurred in preparation and submission of a proposal, or for any presentation made. Respondents submit proposals at their own risk and expense. Issuance of this RFP does not imply an obligation upon LSCC to enter into a contractual agreement with any Respondent. LSCC reserves the right without qualification to select a Respondent based on, in part, but not exclusively, the content of the proposal, experience with the Respondent, cost, and any other relevant information as well as recommendations concerning the Respondent's respective record of past performance with other clients.

E. Conflict of Interest

LSCC may refuse to consider any proposal and may immediately terminate any Contract if it determines that any improper consideration was offered to any officer, employee, or agent of LSCC with respect to the proposal and award process. This prohibition shall apply to any

amendment, extension, or evaluation process, and including after a Contract has been awarded. Respondent shall immediately report any attempt by an LSCC officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Respondent. The report shall be made to the Point of Contact.

- F. Respondents are invited to submit a confidential proposal for consideration. Submission of a proposal indicates that the Respondent has performed the due diligence necessary to create a proposal, and has included all attachments, exhibits, schedules, and addenda (as applicable). Proposals must be submitted in the format described in Section II.
- G. An LSCC selection team comprised of appropriate members will open and evaluate all submissions and select a limited number of Respondents to move on to final negotiations.
- H. Respondents may be required to adjust their proposals as appropriate to meet LSCC operational and financial possibilities.
- I. LSCC will review and evaluate final proposals and will determine if awarding a contract to a selected Respondent is appropriate.

IV. CONTRACT REQUIREMENTS

The contents of the winning proposal (if any) will become contractual obligations. Failure to accept such obligations in a contractual agreement (Contract) may result in cancellation of the award. Failure to accept the following additional terms in a Contract, or other terms reasonably requested by LSCC, may also result in cancellation of the award.

- A. General Requirements
- 1. <u>Representation of LSCC</u>. In the performance of the services, Respondent, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of LSCC.
- 2. <u>Primary Contact</u>. Respondent will designate an individual to serve as the primary point of contact for the Contract. Respondent or designee must respond to LSCC inquiries within two (2) business days. Respondent shall not change the primary point of contact without advance written notice to LSCC.
- 3. <u>Subcontracting</u>. Respondent's sub-contractors, if any, shall be subject to the same terms and conditions as Respondent. Respondent shall be fully responsible for the performance and payments of any sub-contractor's contract.
- 4. <u>Contract Assignability</u>. Without the prior written consent of LSCC, the Contract is not assignable by Respondent either in whole or in part.

- 5. <u>Contract Amendments</u>. Respondent agrees that any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when written, executed, and attached to the original Contract in the form of an amendment and approved by the required persons at LSCC.
- 6. <u>Procurement</u>. Respondent understands and agrees that this RFP, and the initiative contemplated herein, is subject to federal procurement requirements and that all contracts for the services or related to the initiative described in this RFP, including small purchases, shall contain the procurement provisions found and referenced in 45 C.F.R. § 74.44, as applicable. Respondent agrees to adhere to all of the applicable provisions of 45 C.F.R. §§ 74.40 74.48 and 45 C.F.R. § 92.36.
- 7. Fraud and Abuse Law and Texas Occupations Code. Respondent will conduct itself in full compliance with applicable local, state, and federal law, including but not limited to, the Federal Fraud and Abuse Statutes and Regulations, specifically the False Claims Act (31 USC §§3729-3733), the Anti- Kickback Statute (42 USC §1320a-7b), the Civil Monetary Penalties provisions contained in Section 1128A of the Social Security Act (42 USC §1320a-7aa), Section 1877 of the Social Security Act (42 USC §1395nn), also known as the physician self-referral law and commonly referred to as the "Stark Law," as amended from time to time, the Texas Patient Solicitation Act (Tex. Occ. Code §§102.001 et seq. And the Texas Medicaid Fraud Prevention Act (Tex. Human Res. Code, Chs. 32 & 36). Neither Respondent nor LSCC will intentionally conduct itself during the RFP or under the terms of any resulting Contract in a manner to constitute a violation of these or any other laws.
- 8. <u>Confidentiality</u>. Respondent may learn confidential business, financial, operational, or other information about LSCC. Respondent shall keep all such information strictly confidential and shall not use the information for any other purpose other than to respond and prepare a proposal for this RFP or provide the services as set forth in a resulting Contract. Respondent shall indemnify and hold LSCC harmless against any claims related to Respondent's breach of this provision. This Section shall survive the termination of the Contract. Responses and proposals will be held confidentially and shared only with LSCC staff members and agents responsible for assisting LSCC with the evaluation of proposals. LSCC reserves the right to use proposals as evidence of compliance with state and federal procurement regulations.
- 9. <u>Equal Employment Opportunity</u>. Respondent shall comply, and shall ensure that its subcontractors comply, with the terms of Executive Order 11246 entitled "Equal Employment Opportunity," as such Executive Order may be amended and supplemented.
- 10. <u>Anti-Kickback</u>. Respondent shall comply, and shall ensure that its subcontractors comply, with the terms of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as such act may be amended and supplemented.

- 11. <u>Quality of Service</u>. All Services shall be performed in a diligent and workmanlike manner and in accordance with generally accepted professional and technical standards for the EHR industry. Respondent represents to LSCC that Respondent has and will have throughout the term of the Contract, all necessary staff and equipment to perform the services contemplated under the Contract, and that all staff performing such services shall have the appropriate technical and/or professional expertise to do so. Respondent shall satisfy the work product quality criteria set forth in the Contract. Payment of any fees under the Contract may be delayed or withheld until Respondent work product satisfies agreed upon quality criteria. Respondent represents that none of the work product shall infringe upon any other party's intellectual property rights and shall indemnify and hold LSCC harmless from any claims related to Respondent's breach of such representation.
- 12. <u>Termination for Convenience</u>. LSCC, at its convenience, may terminate the Contract in whole or in part within the first ninety (90) days by providing fifteen (15) days written notice of cancellation. If such termination is affected, an equitable adjustment in the price provided for in the Contract shall be made. Such adjustment shall provide for payment to Respondent for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Respondent shall promptly discontinue services unless the notice directs otherwise.
- 13. <u>Licenses and Permits</u>. Respondent shall ensure that it has all necessary licenses and permits required by the laws of federal, state, county, and municipal laws, ordinances, rules and regulations. Respondent shall maintain these licenses and permits in effect for the duration of the Contract. Respondent will notify LSCC immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses or permits may result in termination of the Contract.
- 14. <u>Notification Regarding Performance</u>. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, Respondent shall notify LSCC within one (1) working day, in writing and by telephone.
- B. Process Integrity
- <u>Conflict of Interest</u>. Respondent shall represent that no LSCC officer or employee shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to Respondent or officer or employee of Respondent. Respondent shall represent that no offer (either directly or through an intermediary) for any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value, was made to or solicited by any officer, employee, or agent of LSCC in an attempt to secure favorable treatment regarding the award of the Contract.

- 2. <u>Inaccuracies or Misrepresentations</u>. If, during the RFP process or in the administration of a resulting Contract, LSCC determines Respondent has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to LSCC Respondent may be terminated from the RFP process. In the event a Contract has been awarded, the Contract may be immediately terminated. LSCC shall have access to all appropriate legal remedies in response to such breach.
- 3. <u>Public Announcements</u>. Respondent will not make any public announcements regarding the RFP, the Contract or their respective contents or otherwise use LSCC's name or the name of the RFP or Contract without the prior written consent of LSCC.
- C. Monitoring and Auditing
- 1. <u>Right to Audit</u>. LSCC and state and/or federal government agencies, shall have absolute right to monitor and audit the performance of Respondent in the delivery of services provided under the Contract.
 - a. Respondent shall give full cooperation in any auditing or monitoring conducted. Respondent shall cooperate with LSCC in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by LSCC.
 - b. In the event LSCC determines that Respondent's performance of its duties or other terms of the Contract are deficient in any manner, LSCC will notify Respondent of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Respondent shall remedy any deficiency within forty-eight (48) hours of such notification. After this period, LSCC, at its option, may terminate the Contract immediately upon written notice, or allow Respondent more time to cure the deficiency and offset LSCC's related costs from any amounts due Respondent under the Contract or otherwise. LSCC shall have access to all appropriate legal remedies in response to such deficiency.
- 2. <u>Availability of Records</u>. Respondent's records pertaining to services delivered and all fiscal, statistical, and management books and records shall be available for examination and audit by LSCC, federal, and state representatives for a period of three years after final payment under the Contract or until all pending LSCC, state and federal audits are completed, whichever is later.
- D. Privacy and Security
- 1. <u>Business Associate Agreement</u>. If applicable, Respondent must execute LSCC's HIPAA Business Associate Agreement (BAA) that includes all provisions required under federal and Texas law.

- 2. <u>Security Risk Assessment</u>. Respondent agrees to participate in LSCC's annual Security Risk Assessment by providing all requested documentation and technical assistance as may be applicable and including but not limited to:
 - a. Copies of Respondent's privacy and security policies.
 - b. A network diagram illustrating how Respondent's support services will interact with LSCC's technical infrastructure.
 - c. A copy of Respondent's Security Risk Assessment or a summary of Respondent's information security practices and activities sufficient to fulfill LSCC's obligations with respect to the HIPAA Security Rule.
 - d. A contact who can provide technical assistance and answer questions when LSCC conducts its own Security Risk Assessment or a third-party or government auditor reviews LSCC's security and privacy practices.

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ATTACHMENT A: CERTIFICATION STATEMENT

Respondent Name	Owner Name & Telephone # (required if sole proprietorship)
Federal Tax ID #	Contact Name & Telephone & fax#
Mailing Address	Remittance Address

I am _		representing	
	Representative Name		Respondent

I have the authority and do submit this proposal to provide to Lone Star Circle of Care the following:

Product/Service Description Provide pricing only for those scenarios you plan to support	Anticipated Cost	
	Initial	Annual
Scenario 1: Self-Hosted / On-Prem		
Scenario 2: Hybrid Hosted (Cloud and On-Prem)		
Scenario 3: Cloud Hosted		
Estimated Implementation Costs		
Scenario 1		
Scenario 2		
Scenario 3		
Development / Customization Costs (specify methodology, such as hourly, flat rate)		

List any assumptions or qualifications that will change the pricing detailed in your proposal.

I certify that:

- 1. All declarations in this proposal and attachments are true and correct to the best of my knowledge.
- 2. All aspects of this proposal, including cost, have been determined independently, with no consultation of any other prospective competitor for the purpose of restricting competition.
- 3. The offer made in this proposal is firm and binding for 120 days after receipt of the proposal by LSCC.
- 4. All aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded. Terms may only be modified by later written agreement of the parties.
- 5. I will provide LSCC with any additional information deemed necessary to accurately determine ability to perform services proposed. Furthermore, submission of this proposal constitutes permission by this organization for LSCC to verify all information contained herein. Failure to comply with any request for additional information may disqualify my organization from further consideration. Such additional information may include evidence of financial ability to perform.
- 6. My organization does not have any commitments or potential commitments which may affect or compromise its assets, lines of credit, guarantor letters, or ability to perform the contract.
- 7. Except with LSCC knowledge and written consent, my organization shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise my organization's professional or ethical judgment with respect to LSCC's existing or new EHR and EPM system. In the event such a conflict arises during the proposal review or any Contract term, my organization will immediately notify LSCC in writing and LSCC shall have the option of rejecting my organization's proposal or terminating the Contract. I disclose the following potential conflicts of interest on behalf of my organization:

[Indicate NONE or list the nature of each potential conflict of interest]

Signature of Authorized Representative

Date

Printed Name

Title