

Electronic Health Records Management System

Request for Proposal

Point of Contact:

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Proposal Submittal Address:

Sauk County Clerk
505 Broadway
Baraboo, WI 53913

Clearly Mark Proposal:

Health Dept EHR

Dates:

Responses Due by: October 10, 2023

Written Questions Due No Later Than September 29, 2023

Proposal Opening Meeting: October 12, 2023 at 1:00 PM¹

All correspondence related to this RFP document must be directed to the point of contact listed above. Any questions regarding the specifications should be written and submitted via email.²

¹ See item 4 in Part Four

² See item 4 in Part One and item 3 in Part Four

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PART ONE

INTRODUCTION AND GENERAL INFORMATION

1. INTRODUCTION

This document constitutes a request for competitive proposals from qualified individuals or firms to provide hardware and/or software and/or related services in accordance with the terms and conditions set forth herein.

2. ORGANIZATION

This document, referred to as a Request for Proposal (RFP), has been divided into the following parts for the convenience of the contractor:

Part One	-	Introduction and General Information
Part Two	-	Terms and Conditions
Part Three	-	Specifications
Part Four	-	Proposal Submission and Evaluation
Part Five	-	Cost Proposal / Signature Page

3. DEFINITIONS

For the purpose of this RFP, the entity submitting the proposal will be referred to as Vendor or Contractor, and Sauk County will be referred to as County.

4. CORRESPONDANCE WITH SAUK COUNTY

Any request for additional information regarding this Request for Proposal must be directed to the point of contact. Vendors shall not contact any other County employee or official regarding this RFP between the time of the release of this request and the due date. Questions regarding specifications should be submitted in writing by email.

5. BACKGROUND INFORMATION

Sauk County is one of 72 units of county government in the State of Wisconsin and is a municipal corporation existing pursuant to the authority of Chapter 59 of the Wisconsin Statutes. Sauk County encompasses 840 square miles including 22 towns, 13 villages, and 2 cities. The County has an estimated population of 63,642. County operations include a skilled nursing facility, health, and human services functions, a law enforcement agency, a state circuit court system, a highway department, a tax administration and collection effort, and other local government related functions.

5.1. COUNTY BOARD DATA

The Sauk County Board serves approximately 63,000 people living within Sauk County. The Board is comprised of 31 county supervisors from 31 districts throughout Sauk County, WI.

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6. PROJECT DESCRIPTION

Sauk County wishes to procure an Electronic Health Records System (EHR) to support the operations of the Sauk County Health Department. This system will be a replacement for the current Netsmart / Allscripts system used by the Department.

The Sauk County Health Department provides wellness programs to support the well-being of the residents of Sauk County. The Department provides an array of health services to residents ranging from pregnancy and early childhood through adulthood. Services include health services such as immunization clinics and health screenings to services supporting community wellness such as well water testing, public outreach, and education, and health emergency preparedness.

The ideal system will provide operational support for all functions of the department and meet all applicable regulatory requirements for an EHR solution.

7. SCOPE OF SERVICES

The project shall include delivery, installation, configuration, migration of existing data, testing, and training for the new system, including related documentation. The system is to provide the following functionality, in compliance with the specifications set forth in Part Three of this RFP:

- Patient/client medical records management
- Clinical templates compatible with the functions of a public health entity
- Client/patient appointment scheduler with automated reminders
- Records workflow management
- Electronic signatures
- Scanned document support
- Immunization compliance management
- Clinical charting
- Event scheduling and attendance management
- Electronic billing
- ICD coding compliance
- Custom reports/queries

7.1. SYSTEM INSTALLATION AND CONFIGURATION

The successful vendor will be required to perform all system software installation tasks and hardware configuration necessary to implement the proposed solution. Any required hardware will be provided by the County to meet the vendor's specifications. Below is a list of typical tasks which will be required:

- Installation of system software.
- Configuration of server hardware to meet system specifications
- Configuration of appropriate backup procedures for system
- Configuration of workstation clients
- Configuration of interfaces to other Systems
- Migration of database records from the current system

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The above list is not intended to be all-inclusive. It is the vendor's responsibility to identify the tasks necessary to produce a fully implemented system. It is expected that installation will begin no later than January 2, 2024, with full implementation of the system to be completed by June 30, 2024, unless otherwise specified in the vendor's proposal.

7.2. DATA MIGRATION

The successful vendor will be required to provide for the migration of existing medical records from the Department's current Netsmart Allscripts system to the new solution, as necessary to meet the County's historical reporting requirements.

7.3. TRAINING

The successful vendor will be required to provide training to all departmental staff who will be using the system and the County's IT staff for the support and maintenance functions of the system.

8. MINIMUM QUALIFICATIONS

Responsive vendors must have a minimum of five years of experience as a primary vendor or integrator providing the services requested in this RFP for projects of similar scope and size and be able to provide a proven product currently in use by other agencies of similar scope and size.

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PART TWO

STANDARD TERMS AND CONDITIONS

1. SPECIFICATIONS

The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability, and/or performance level desired. When alternates are proposed, they must be identified by manufacturer, model number, and other information necessary to establish equivalency. The County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their proposal.

2. DELIVERY

Deliveries shall be F.O.B. destination unless otherwise specified.

3. METHOD OF AWARD

Award shall be based upon the evaluation of the proposals and the determination of which the County deems to be in its best interest.

4. PAYMENT TERMS AND INVOICING

The County will pay properly submitted vendor invoices within forty-five (45) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

5. TAXES

The County and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise tax as described below which is excepted by State Statutes.

The County, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel, and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

6. GUARANTEED DELIVERY

Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

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7. ENTIRE AGREEMENT

These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

Any terms or conditions that the vendor wishes to propose in a final contract must be included in the proposal, or they may not be considered upon final award. Any final contract must be acceptable to the County for legal sufficiency and compliance with the terms and conditions of the RFP.

8. APPLICABLE LAW

The Sauk County Circuit Court shall be the court of exclusive jurisdiction for any litigation between the parties arising out of the performance of this contract. This contract shall be interpreted in accordance with the laws of the State of Wisconsin.

It is understood that requirements of s. 59.52 Wisconsin Statutes do not apply to this solicitation as the contract awarded will not involve "public work" as defined by Wisconsin law.

9. APPEALS PROCESS

Notice of intent to protest and protests of any award made must be made in writing and filed with Sauk County MIS Department, 510 Broadway, Rm C103, Baraboo, Wisconsin 53913, within five (5) calendar days after discussion and recommendation of award. The provisions of Chapter 68 of the Wisconsin Statutes shall apply.

Sauk County reserves the right to have claims, disputes, or other matters in question decided by litigation.

10. SAFETY REQUIREMENTS

All materials, equipment, and supplies provided to the County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

11. LICENSOR'S REPRESENTATIONS AND WARRANTIES

The representations and warranties enumerated below in no way limit any implied or express warranties.

11.1. SOFTWARE

11.1.1 – each item of Software media shall be new and shall be free from defects in manufacture, materials, and design, and each item of Software shall operate in conformance with the Acceptance Criteria for a period of one (1) year from the applicable Acceptance date of such

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Software (“Initial Warranty Period”) and thereafter so long as Client has paid the applicable Support Services fees;

11.1.2 - no portion of the Software contains, at the time of delivery, any “back door,” “time bomb,” “Trojan horse,” “worm,” “drop dead device,” “virus,” or other computer software routines or hardware components designed to (i) permit access or use of either the Software or Client's computer systems by Licensor or a third party not authorized by this Agreement, or (ii) disable, damage or erase the Software or Client's software, hardware or data;

11.1.3 - the Software and the design thereof shall not contain disabling code or similar preprogrammed preventative routines which prevent Client from exercising the rights granted to them under this Agreement or from utilizing the Software for the purpose for which it was designed;

11.1.4 - Licensor is the lawful owner of the Software, or, to the extent Licensor is not the lawful owner of the Software, it has all rights necessary for it to license the Software to Client pursuant to the terms of this Agreement;

11.1.5 - the Software does not and shall not infringe any copyright, trademark, patent or other proprietary right of a third party or misappropriate any trade secret of a third party;

11.1.6 - neither the execution of this Agreement nor its performance will directly or indirectly violate or interfere with the terms of another agreement to which Licensor is a party, nor will Licensor enter into any agreement the execution or performance of which would violate or interfere with this Agreement;

11.1.7 - Licensor is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary provision, and is not aware of any claim for the filing of an involuntary petition;

11.1.8 - the Software shall comply with all applicable laws and regulations where such non-compliance would have an adverse material impact upon Client or its use of thereof;

11.1.9 - the Software will correctly process date data for dates before and after January 1, 2000, including but not limited to leap-year recognition;

11.1.10 - Services will conform to the requirements set forth in this Agreement and any applicable SOW and will be performed in a professional and workmanlike manner by adequately trained and experienced personnel;

11.1.11 - Licensor shall comply with Client's safety and security guidelines and the requirements of all applicable laws, ordinances, and regulations of the United States or any state, country, or other governmental entity in the performance of Services;

11.1.12 - Any hardware configuration recommended by Licensor will be sized accordingly to enable Client's intended use of the Software and will be compatible with the Software;

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11.1.13 - unless expressly set forth in writing in an SOW, the Software shall not contain any open source software and shall not be an alpha or beta version; and

11.1.14 – Licensor makes the following general representations and warranties: (i) this Agreement has been validly executed and delivered by Licensor and that this Agreement constitutes the legal, valid and binding obligation of Licensor enforceable against Licensor in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, to the discretion of the court before which proceedings to obtain those remedies may be pending; (ii) Licensor has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and that the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all requisite corporate action on the part of Licensor; and (iii) there are no pending or threatened lawsuits, actions or any other legal or administrative proceedings against Licensor which, if adversely determined against Licensor, would have a material adverse affect on Licensor's ability to perform its obligations under this Agreement.

11.2. HARDWARE

Unless otherwise specifically stated by the Contractor, equipment purchased as a result of this request shall be warranted against defects by the Contractor for ninety (90) days from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.

12. CANCELLATION

Sauk County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the vendor to comply with the terms, conditions, and specifications of this contract.

13. PUBLIC RECORDS ACCESS

It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Contractor shall cooperate with the County in the fulfillment of open record requests in accordance with Sauk County Ordinance and Wisconsin Public Record Law.

Proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

14. DISCLOSURE

If a public official, a member of the public official's immediate family, or any organization in which a public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than one thousand dollars (\$1,000.00) within a twelve (12) month period, this contract is voidable by the County unless appropriate disclosure is made according to s. 36.08(5) of Sauk County Code of Ordinances, before signing the contract.

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15. MATERIAL SAFETY DATA SHEETS

If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

16. CONFIDENTIALITY NON-DISCLOSURE AGREEMENTS

All information disclosed by the County to the Vendor or the Vendors subcontractors for the purpose of work to be done, or information that comes to the attention of the Vendor or the Vendor's subcontractors in the performance of such work, is to be kept strictly confidential. A Non-Disclosure Agreement and/or Service Provider Agreement will be required of the Vendor prior to beginning work.

17. INSURANCE

During the term of this Contract, Vendor shall, at Vendor's sole cost, maintain the following insurance:

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Comprehensive General Liability Limits: \$1,000,000 bodily injury and \$1,000,000 property damage.

Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

Certificates of insurance are required for all policies. The Certificates of General and Automobile Liability Insurance shall name the County as an additional insured on the policy, and shall require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate shall be provided anytime a change is made to any policy which affects any requirement under this contract.

The parties intend that neither the insurance requirements, the insurance limits required herein, nor any other part of this section be deemed to limit any liability of Vendor.

18. STATUTORY PROTECTIONS

It is agreed by the parties that nothing in this contract, including but not limited to any indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any

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applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

19. RELATIONSHIP OF PARTIES

Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Vendor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Vendor will be an independent contractor and not the County's employee(s) for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the Vendor and the County, and the County will not be liable for any obligation incurred by Vendor including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Vendor is not entitled to receive any benefits from County or to participate in any County's benefit plan.

20. SUCCESSORS AND ASSIGNS.

The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives, and, in the case of a partnership, the partners, in the case of an LLC its members. to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

21. NO CONSTRUCTION AGAINST EITHER PARTY.

This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

22. MULTIPLE ORIGINALS.

This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

23. CAPTIONS.

The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

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24. SURVIVAL.

The warranties, representations, and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

25. DELAY IN PERFORMANCE.

Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

26. COMPLIANCE WITH LAWS.

The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

27. ELECTRONIC SIGNING.

It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.

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PART THREE

REQUIREMENTS / SPECIFICATIONS

1. PROJECT CONSIDERATIONS

Sauk County's preferred solution is an EHR system that may also be used to support the other business functions of the Sauk County Health Department. These include public outreach, community health education, and management of a community coalition. In addition to completing the requirements matrix in Appendix A, each vendor is to provide the following:

- 1.1. A narrative description of how the proposed solution could support the Health Department's public outreach activities including the management of clinic registration, event attendance, attendee communications, and presenter content.
- 1.2. A narrative description of how the proposed solution may be used to manage the activities of a coalition including the management of membership and contacts.

2. SYSTEM REQUIREMENTS

This section sets forth specifications for the replacement system. It is expected that any system proposed will meet or exceed any applicable standards or best practices for Electronic Health Records System including applicable privacy and security standards as established by the Health Information Portability and Accountability Act (HIPAA) and applicable State of Wisconsin privacy laws.

2.1. MINIMUM SYSTEM REQUIREMENTS

- 2.1.1 - Any qualified system must meet HIPAA privacy and security standards, including data encryption for stored and transmitted data.
- 2.1.2 - The system must comply with and support appropriate national and State data elements, transfer protocols, transaction coding, and relevant terminology for a patient-centric EHR capable of performing electronic billing for Medicaid, Medicare, and commercial insurance, including the following functionality:
 - 2.1.2.1 - Printable HCFA 1500 claims form
 - 2.1.2.2 - Import of national coding updates.
- 2.1.3 - The system must be capable of generating the appropriate reporting and outputs necessary to comply with the requirements of the federal government and the State of Wisconsin for a Wisconsin Public Health Agency, including:
 - 2.1.3.1 - Compliance with the requirements of Wisconsin's Prenatal Care Coordination Program (PNCC)
- 2.1.4 - The system must be a commercial off-the-shelf (COTS) computer-based system. The County recognizes that not all functions or operational requirements may be available in a COTS system. Vendors are required to note any modifications necessary to produce the requested functionality.

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- 2.1.5 - The system must function as a single integrated product suite that allows user access to any authorized module or dataset from a single user interface.
- 2.1.6 - A robust custom reporting interface to allow the structured query of all system data elements or support a standard third-party reporting tool such as SQL Server Reporting Services (SSRS).
- 2.1.7 - To facilitate the custom reporting function, system documentation must include a complete data dictionary to include the following elements:
 - 2.1.7.1 - Data element descriptions
 - 2.1.7.2 - Table Definitions
 - 2.1.7.3 - Database schema
 - 2.1.7.4 - Relationship model for data
 - 2.1.7.5 - Security data model

2.2. ADDITIONAL SYSTEM REQUIREMENTS

In addition to the minimum requirements specified above, the County considers the following system attributes and capabilities to be desirable for a replacement system:

- 2.2.1 - Interface with existing Tyler MUNIS financial system.
- 2.2.2 - Interface with applicable State of Wisconsin systems related to public health.
- 2.2.3 - Flexible user licensing scheme that would allow the County to scale up licensing when required, as during a health emergency or other temporary circumstance, and then roll back to the original license quantity.
- 2.2.4 - The system should incorporate best practices for data management and validation and provide the following data management functionality:
 - 2.2.4.1 - Single entry (i.e., data is entered once and then reused by other modules as necessary)
 - 2.2.4.2 - Use of authoritative standardized code tables
 - 2.2.4.3 - Ability to enter and query narrative(s)/text fields
 - 2.2.4.4 - Spell check and formatting capability on narrative(s)/text fields
 - 2.2.4.5 - Data entry validation
 - 2.2.4.6 - Data validation for key fields entry with no duplicates
 - 2.2.4.7 - Ability to transmit data to external sources in an established standardized format.
 - 2.2.4.8 - Data import from external agency sources as defined by the agency
 - 2.2.4.9 - Detailed audit trail

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2.2.4.10 - Automatic submission of data to external organizations as defined by the agency

2.2.5 - Multi-level, role-based, user security

2.2.6 - Browser-based user interface

2.3. DATA MIGRATION REQUIREMENTS

The County wishes to migrate data from the existing Netsmart Allscripts system. At a minimum, the historical records required to fulfill the County’s obligations as a health provider under state and federal law must be migrated.

2.4. INTERFACE REQUIREMENTS

Table 4 below provides a list of the systems for which an interface would be desirable. It is anticipated that the replacement system may not provide all of the requested interface capability and vendors are encouraged to propose alternative methods of data transfer for such cases.

TABLE 2-1 SYSTEM INTERFACES

System Name	Description
Wisconsin Immunization Registry (WIR)	Secure, web-based reporting system for immunization tracking in Wisconsin
Wisconsin Electronic Disease Surveillance System (WEDSS)	Secure, web-based system designed to facilitate reporting, investigation, and surveillance of communicable diseases in Wisconsin.
Wisconsin Prevention Reporting System (DAISEY)	Secure, web-based system designed to facilitate reporting and data collection for federally funded grant dollars through MIECHV.
Wisconsin WIC Data System (ROSIE)	Wisconsin WIC Program’s Real-Time Online Statewide Information Environment is a secure, web-based system to report WIC program participant data to facilitate the provision of services

2.5. FUNCTIONAL REQUIREMENTS

The tables in Appendix A contain lists of functions for the various operational areas. Vendors are instructed to complete the table by indicating how the proposed system supports each specification using the following codes:

- F – Fully provided by software
- P – Partially provided by software
- C – Provided by customization or third-party application
- NA – Not available

For items coded P or C, please provide a detailed description of how this requirement will be implemented. (Appendix A is available in MS Excel format upon request.)

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PART FOUR

PROPOSAL SUBMISSION AND EVALUATION

1. REQUIREMENTS OF CONTRACTOR

A qualified vendor must be able to provide and perform the required equipment and/or services; and provide ongoing service, support, and maintenance for the proposed system, as applicable.

2. PROPOSAL CONTENT

To be considered responsive to this RFP, at a minimum, each proposal must comply with all of the items listed below and provide a signed cost proposal worksheet from Part Five. Submission shall consist of an original, plus five hard copies of the proposal and two electronic copies on separate USB drives. Hard copies should be indexed with all pages numbered, excluding exhibits and supplemental information, which may be added as attachments. Do not email copies of the proposal, or information related to the proposal, prior to the submission date, without a prior request from the County

- 2.1. Each vendor shall provide a brief company profile including how long the firm has been in business, number of employees, number of technicians available to provide service, average response time for service, the location from which technicians will be dispatched, and the name, address, telephone, fax, and contact information for the firm and a list of any Wisconsin Governments utilizing the proposed solution.
- 2.2. If any services will be provided by a third-party vendor, include a brief history of the third-party company including how long the firm has been in business, number of employees, number of technicians available to provide services, the location from which service technicians will be dispatched, average response time for service calls and the name, address, telephone, fax, and contact information for the firm.
- 2.3. Each vendor shall supply a list of three customer references to which similar solutions have been provided.
- 2.4. Each vendor shall provide an explanation of the user licensing schema used to license users, devices, and interfaces.
- 2.5. Each vendor shall disclose any licensing required for the proposed solution to support fifty users, including such for any third-party software included in the proposal with examples of any required license agreements.
- 2.6. Each vendor shall provide a written implementation plan to include a timeline for each participant in the implementation and transition, from the date of delivery, and a detailed description of services provided for the installation, configuration, data migration, and maintenance of the solution, as applicable.
- 2.7. Each vendor shall provide a description of their training process, a list of training resources for end users and system admins along with a written training plan to include a timeline for end-user training.

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- 2.8. Proposals must be received by the required response date and time at the address specified on the front of this document. Proposals received after this date and time may be rejected by the County.
- 2.9. Each submission must include a signed copy of the Non-Disclosure Agreement found in Appendix B.

3. WRITTEN QUESTIONS

Per Part One of this solicitation, written questions must be addressed to the point of contact identified and received on or before 4:00 PM on the date specified on the first page of this document.

4. PROPOSAL OPENING

Proposal opening will be held at the time specified on the first page of this document at a location to be determined by the County. Vendors may contact the Point of Contact for additional information or a link to attend the proposal opening virtually.

5. EVALUATION PROCESS

An Evaluation Committee designated by the County will evaluate all proposals. Any proposal that is deemed to be non-qualified or non-responsive to the specifications may be disqualified at the discretion of the County. As part of the evaluation process, the County may request additional information either verbally or in writing from the Vendor

5.1. EVALUATION CRITERIA

After determining that a proposal satisfies the mandatory requirements set forth in this Request for Proposal, a comparative assessment of the relative benefits and deficiencies of the proposal, utilizing the evaluation criteria below, shall be made using subjective judgment. The award of a contract resulting from this Request for Proposal shall be the proposal the County deems to be in its best interest, based upon such evaluation.

5.1.1 -	Cost	10%
5.1.2 -	Solution Compliance with Specifications	55%
5.1.3 -	Continuing Vendor Support	20%
5.1.4 -	Vendor Reputation and Past Performance	15%

The County reserves the right to negotiate the terms and conditions, including the price of any proposal. In addition, as part of such negotiations, the County reserves the right to require supporting cost, pricing, and other data from the vendor to determine the reasonableness and acceptability of the proposal.

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5.2. INTERVIEWS AND DEMONSTRATIONS

As part of the evaluation process, the County may at its discretion conduct interviews or request demonstrations with the Vendors that provide the top-ranked proposals. Demonstrations are to be held at the County's facilities and provided at the Vendor's expense.

5.3. SITE VISITS

As a part of the evaluation process, the County may wish to conduct a site visit(s) at the Vendor's or a customer's facility.

6. AWARD

The County will award to the Contractor who submits a proposal that is determined to be most advantageous to the County. In determining the most advantageous proposal, the County reserves the right to consider criteria such as, but not limited to, quality of workmanship, design features, compatibility with existing technology, standardization, past experience, delivery schedule, installation schedule, vendors past performance with the County and/or service reputation and service capability. The County may opt to establish alternate selection criteria to protect its best interest or meet other performance or operational standards.

7. RIGHT TO REJECT

- 7.1. This request does not commit the County to award any contract nor pay any costs incurred in the submission of a proposal.
- 7.2. **THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, FOR ANY REASON, AT ITS SOLE DISCRETION.**

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PART FIVE
COST PROPOSAL / SIGNATURE PAGE

The submission of a proposal shall be considered as a representation that the proposer has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable Federal, State, and Local regulations that affect, or may at some future date affect the performance of the contract.

The proper submission of this form by the proposer will be considered as the proposer’s offer to enter into a contract in accordance with the provisions herein set forth.

If your proposal is accepted and a contract issued, then this Request for Proposal and all documents attached hereto including any amendments, the Contractor’s price proposals, and any other written offers/clarifications made by the Contractor and accepted by the County, will be incorporated into the entire contract between the County and the Contractor, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be deemed to exist or bind any of the parties hereto.

Acceptance will take place only upon award by the County, execution of this document by the proper County officials, and delivery of the fully executed contract to the successful proposer. The contract may only be amended by written agreement by the Contractor and the County.

The Contractor shall, as part of this purchase contract, agree that the County shall not be subject to any price increases from the time the contract is accepted by the County until project completion. The County shall be able to acquire the equipment and services at the new price in the event of price reductions during this same period.

The following equipment and services will be provided to the County at the prices stated in the table below.

TABLE 5-1 COST PROPOSAL

DESCRIPTION	COST
1. System software and licensing for 50 users	
2. System installation and configuration	
3. Third-party software (if required)	
4. System Training (Admin and End-user)	
5. Other (itemize)	
6. Total system cost	

The Vendor hereby agrees to provide the services and/or items at the prices quoted, pursuant to the requirements of this document, and further agrees that when this document is countersigned by an authorized official of the County, a binding contract, as defined herein, shall exist between the contractor and Sauk County.

All prices quoted in Table 5-1 Cost Proposal shall be good for 180 days from the date signed.

September 12, 2023

For the Vendor:

AUTHORIZED SIGNATURE Date

PRINTED NAME Title

COMPANY NAME

For the County:

AUTHORIZED SIGNATURE Date

PRINTED NAME Title

Appendix A

FUNCTIONAL MATRIX (See Instructions in Sec 2.5 on page 15)

Number	Requirement	Code	Remarks
A1	System generates the HCFA 1500 form for billing		
A2	System generates the 837P file for electronic claims		
A3	System meets all PNCC requirements for billing		
A4	System provides for the integration of charting data with billing process to bill for services charted		
A5	System provides the capability to export billing and payment data to an external financial system (Tyler Munis)		
A6	System provides for receivables reporting by client to include ageing and payment summaries		
A7	System provides for receivables reporting by program		
A8	System provides for billing of contracted services based upon patient charting		
A9	System interfaces with the Forward Health (Medicaid) system for the import of electronic remittances		
A10	System interfaces with the Forward Health (Medicaid) system for electronic billing of services		
A11	System will allow for the electronic billing of insurance providers and update receivables with remittance verification.		
A12	System supports point of service receipting and payment		
A13	System supports inventory management for items sold		
A14	System supports the creation of custom billing schedules		
A15	System supports immediate billing		
A16	System validates billing records for required data prior to billing		
A17	System supports the creation of billing statements displaying balance, new charges and payments or adjustments		
A18	System provides an account detail display which includes: source of payment, date of service to which payment is applied, and co-payments)		
A19	System supports the retransmission of corrected transmittals		
A20	System provides verification of transmittals		
A21	System allows for the cancellation of prior transmittals		
A22	System provides the capability to record daily deposits		

Appendix A: EMR Functional Matrix

A23	System supports the export of deposit records to a financial system (Tyler MUNIS)		
A24	System provides for current ICD coding		
A25	System provides built-in ICD coding reference data		
B1	System allows for the storage of scanned documents in the patient record		
B2	System allows all scanned documents to be categorized by document type		
B3	System allows for the creation of custom attribute fields for the organization of scanned documents		
B4	System supports the storage of scanned photos		
B5	System supports the direct capture of photos		
B6	System maintains an audit record of all patient photos input by date		
B7	System supports the annotation of scanned documents		
B8	System supports drag and drop AND direct upload for the input of scanned documents or photos		
C1	System provides standardized health assessment tools		
C2	System allows for the creation of custom health assessment input forms		
C3	System allows for the creation of custom health assessment input fields for standard assessment forms		
C4	System supports the linking of assessment data to care planning and care provision modules		
C5	System provides alerts or triggers at the patient record level for periodic follow-up		
C6	System meets current PNCC requirements for care planning		
C7	System supports the creation of custom care plan templates		
C8	System provides modifiable care plan templates		
C9	System provides notifications for missing and pending care plan requirements		
C10	System provides notifications for incomplete assessments		
C11	System supports the collection of contact attempts into the patients record including method of contact attempt		
C12	System provides for the integration of care plans with charting for goals, interventions, treatments, and education		

Appendix A: EMR Functional Matrix

C13	System has the ability to calculate and record pregnancy stage based on charted calendar dates		
C14	System provides customizable progress note templates		
C15	System alerts users of documentation deficiencies by date / time lapse		
C16	System integrates progress notes and assessment data with care plans		
D1	system has the ability to capture email correspondence in patient record		
D2	system has the ability to capture SMS text messages in patient record		
D3	System has the ability to generate patient specific growth progress charts for infants and children based upon recorded data		
D4	System captures where/how services were delivered for each visit (in home, in office, virtually, etc.)		
D5	System meets current PNCC requirements for charting		
E1	System supports the management of membership rosters for committees and coalitions to include:		
E2	i. Contact information		
E3	ii. Membership dates		
E4	1. Date appointed		
E5	2. Length of term		
E6	System supports the management of committee or coalition meetings including agendas, minutes, and actions taken		
F1	System supports the creation of custom input forms for the acquisition of patient data		
F2	System provides data capture for standard patient demographic data		
F3	System allows for the creation of custom demographic attribute fields		
G1	System supports the capture and export of data to facilitate the GIS modeling of health trends by area		
G2	System supports the capture and export of data to facilitate the GIS modeling of disease outbreaks by area		
G3	System supports the capture and export of data to facilitate the GIS modeling of service delivery by area		
H1	System provides for an unduplicated census		

Appendix A: EMR Functional Matrix

H2	System provides for duplicate record checking and alerts		
H3	System allows for the editing of census data		
H4	System allows for the removal of individuals from the census		
H5	System provides for the readmission of a patient /client		
I1	System has the capability to interface with the Wisconsin Immunization Registry (WIR)		
I2	System has the capability to interface with the Wisconsin Electronic Disease Surveillance System (WEDSS)		
I3	System has the capability to interface with the Wisconsin Prevention Reporting System (DAISEY)		
I4	System has the capability to interface with the Wisconsin WIC Data System (ROSIE)		
J1	system provides customized views and available functionality by user group or role (role-based security)		
J2	system allows non-relevant items to be hidden from user based on the user group or role.		
J3	System meets current MIPS (Merit-Based Incentive Payment System) standards		
J4	System supports user roles that allow for the amendment, modification, and voiding of entries but does not allow the deletion of entered data		
J5	System supports the capture of electronic signatures for all patient forms		
J6	System supports the acquisition of multiple electronic signatures for all applicable forms		
J7	System provides visual indicators for required fields on input forms and identifies required fields left blank		
J8	System supports user generated password reset		
J9	All system forms support drop-down, point and click navigation		
J10	All user customizable forms and fields support drop-down, point and click navigation		
J11	System supports allowing multiple users to access the same record simultaneously while limiting access to prevent both from making changes to the same element of the record		
J12	System provides the capability to import patient information from other systems		

Appendix A: EMR Functional Matrix

J13	System provides the capability to create custom help screens and training modules for system functions		
J14	System provides browser based access that supports industry standard browsers (Chrome, Edge, Safari, Firefox)		
J15	System information security methods conform to HIPAA and HITech requirements		
J16	System supports speech recognition translation for input of clinical notes		
J17	System supports voice transcription for clinical notes		
J18	system provides a timestamped audit trail for all user activity (logins, transactions, query, edits, printing, copying, etc.)		
J19	System supports multifactor identification		
J20	System provides audit trail for remote user access		
J21	System provides an audit trail for user access role changes		
J22	System provides for the deidentification of data for statistical reporting		
J23	System provides for the export of deidentified data for statistical analysis and reporting		
K1	System supports the creation of a custom MHR numbering schema		
K2	System supports the tracking of contract services provided by client		
K3	System supports the tracking of contract services provided by program		
K4	System supports remote access via mobile devices		
K5	System provides a separate test environment		
L1	System provides for the management of public outreach		
L2	System provides for the scheduling and tracking of outreach events		
L3	System provides for the management of outreach event registrations		
L4	System provides for the management of outreach event attendance		
L5	System provides for outreach event notifications via email or text		
L6	System provides for outreach event presenter management		
L7	System provides for outreach event staff time tracking		
L8	System provides for outreach event attendee surveys		

Appendix A: EMR Functional Matrix

L9	System supports contact management for outreach event attendee notifications by customizable categories of interest		
L10	System tracks preferred method of communication for event attendees and presenters		
L11	System supports client interest self selection for outreach activities		
M1	System supports the secure sharing of patient transition records with outside providers		
M2	System supports the tracking of referrals including to/from whom		
M3	System supports the tracking for responses to referrals		
N1	System allows for the query and reporting of data captured via custom fields or forms		
N2	System provides for the provision of de-identified trend reporting utilizing demographic data		
N3	System supports the creation of custom reports		
N4	System provides built-in "canned" reports that can be copied and modified.		
N5	System provides modifiable canned census reports		
N6	All user created custom fields are available for query or reporting		
N7	System provides a user customizable dashboard for each patient		
N8	System provides the following canned reports:		
N9	i. Services by client		
N10	ii. Client by pay source		
N11	iii. Services by pay source		
N12	iv. Client list		
N13	v. Discharge reporting		
N14	vi. Appointments by client		
N15	vii. Appointments by service type		
N16	viii. Appointments by staff member		
N17	ix. Totals by service type		
N18	x. Totals by client		
N19	xi. Invoices by payer or pay source		
N20	xii. Invoices by client		
N21	xiii. Invoices by date		
N22	xiv. Invoices by amount		
N23	xv. Active clients by date, by program		

Appendix A: EMR Functional Matrix

N24	System supports report and query export to Microsoft Excel		
N25	System supports report and query export to Tableau		
N26	System supports report and query export to CSV		
N27	System provides an adhoc report builder for end users to facilitate the creation of custom reports		
N28	System has the ability to schedule the generation of automated reports		
N29	System has the ability to automate the delivery of automated reports via email		
O1	System creates appointment schedules based upon care plan requirements		
O2	System allows of remote access of appointment schedules		
O3	System has the ability to integrate with or export appointments to Microsoft Outlook		
O4	System allows for admin staff to review appointment schedules		
O5	System provides for the transfer of a newly created patient appointment to the patients chart		
O6	System supports the collection of location information in the appointment for home visits		
O7	System provides a multi staff schedule in a single view pane		
O8	System supports drag and drop for appointment scheduling		
O9	System provides for automated patient reminders via phone, email and text		
O10	System provides for the scheduling of recurring appointments in a single entry		
O11	System provides views for daily, weekly and monthly schedules		
O12	System supports the configuration and display of staff availability for appointments		
P1	System supports customizable workflow reminders for care planning, appointments, charting, and billing		
P2	System provides for workflow notifications to be sent via email		

Appendix B

Non-Disclosure Agreement

CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT

This Agreement is made by and between Sauk County (hereinafter, "County") and its contractor _____ (hereinafter, "Contractor"), who agree as follows:

I. Confidential Information. The parties agree that the County is the owner of private, confidential, and proprietary information, hereinafter referred to as "Confidential Information." Confidential Information includes, but is not limited to, data, materials, products, technology, computer programs, specifications, manuals, business plans, software, financial information, statistical information, trade secrets, technical or test data, scientific data, graphic communication, personally identifiable information, personal health information and records protected from release by law that are in the possession of or have been developed by the County.

II. Agreement and Scope of Duty. The County has entered into an agreement with the Contractor to provide certain services to the County. These services are hereinafter referred to as the "Project." The Project may require granting the Contractor, its employees, agents and subcontractors, access to Confidential Information as may be necessary for the purposes of completing the "Project." Further, the Contractor, its employees, agents and subcontractors may be working in areas where Confidential Information is present in documentary form or being discussed. Providing access to Confidential Information or having the Contractor present in areas where Confidential Information is present is essential, necessary and desirable for completion of the Project. Protecting Confidential Information is also essential. Under this Agreement, the Contractor assumes a non-delegable, legal duty to protect the unauthorized release of Confidential Information by itself, its employees, agents and subcontractors. Where public disclosure of Confidential Information is prohibited by law and such law imposes a duty on the County to protect that information, that duty is hereby assumed by the Contractor to the same extent that such duty is binding upon the County.

III. Contractor Handling of Confidential Information and Personnel.

A. Confidential Information furnished in tangible form shall not be duplicated by the Contractor except as required to complete the Project and shall be protected as provided in this Agreement. Upon request of the County, the contractor shall return any Confidential Information in its possession in written or tangible form, including copies, reproduction or other media, within five (5) days of such request.

B. Contractor, its employees, agents or subcontractors shall not remove any Confidential Information from the Project site without the written agreement of the County.

C. If any employee or subcontractor of the Contractor releases Confidential Information in violation of this agreement, utilizes Confidential Information in any manner inconsistent with the County's ownership and interest in such information, or takes any action with respect to Confidential Information that could constitute a violation of law or regulation, the Contractor agrees to take all measures necessary to effectuate a return of said Confidential

Information to the County and to immediately remove any employee or subcontractor from the Project who may be responsible for the violation of this Agreement.

IV. Term. The obligations contained in this Agreement are effective from the date of this Agreement, or the date when the Contractor was assigned to this Project, whichever is earlier, and shall extend until two (2) years after the County certifies completion of the Project by the Contractor.

V. Miscellaneous Provisions

A. No License. Nothing contained herein shall be construed as granting or conferring any right or license to Confidential Information by the County to the Contractor.

B. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements related to the subject matter of this Agreement to the extent they conflict with the terms and conditions contained in this Agreement. This Agreement may only be modified in writing, duly executed by both parties, that expressly references this Agreement and the extent of the modification.

C. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms of this Agreement shall remain in full force and effect as if such invalid or unenforceable terms had not been included.

D. Indemnification. The Contractor agrees to indemnify the County should the County incur any expense or be assessed any damages, including reimbursement for actual attorney fees, costs and disbursements, that are a direct and proximate result of the Contractor's breach of its obligations under this Agreement. This provision does not relieve the Contractor from its obligation to use every effort to effectuate the return of Confidential Information to the custody and control of the County.

E. Governing Law and Equitable Relief. This Agreement shall be governed and construed by the laws of the United States and State of Wisconsin. Contractor agrees and understands that the County may, in addition to legal remedies, obtain any equitable remedies which may be necessary to protect the County against and breach or threatened breach of this Agreement. Sauk County Circuit Court is designated as the court of jurisdiction for disputes arising under this Agreement.

F. Notices. Any notice required by this Agreement or given in connection with it or required by law, shall be in writing and shall be given to the appropriate party by personal delivery, certified mail, or overnight delivery service. If said notice is to the County, it shall be provided to Sauk County Clerk, 505 Broadway, Baraboo WI 53913. With a copy to: Sauk County MIS Department, 505 Broadway, Baraboo, WI 53913. If said notice is to the Contractor, it shall be provided to:_____.

WHEREUNTO the parties hereby affix their hand and seal, effective as provided in this Agreement, and with the date of execution below, said act manifesting their solemn assent and pledge to the provisions contained herein.

FOR THE COUNTY:

FOR THE CONTRACTOR:

MIS Coordinator or designee

Title: _____

Date: _____

Date: _____