



# Harvey County

Electronic Health Records and Payment Management System  
Request for Proposal

May 18, 2015

Harvey County  
800 N. Main St., PO Box 687  
Newton, KS 67114

Harvey County is currently soliciting written proposals from qualified vendors to install, train staff and implement an Electronic Health Records and Payment Management System (EHR). The EHR must function for client eligibility checks, scheduling appointments, receive client data by converting and/or scanning, record client medical encounters, track immunizations and input to Kansas Immunization Program (Weblz), prepare, submit and reconciles electronic claim and billing files, typically 837 EDI, with 835 payment files and Electronic Remittance Advices (ERA) from payers (insurance companies) and ability to assist with processing denial and other billing discrepancies. The HCHD is seeking an EHR that is multi-functional with ease of data entry and maintenance.

All prospective vendors will be afforded an opportunity to submit statements of qualifications in response to this request and will not be discriminated against on the basis of race, religion, color, national origin, age, sex, or disability in receiving consideration for an award of any contract entered into pursuant to this Request.

This Request for Proposal (RFP) is an invitation by Harvey County for vendors to submit an offer which may be subject to subsequent discussion. Submittal of a proposal does not create any right in or expectation to a contract with Harvey County. Harvey County reserves the right to reject any or all proposals and the County further declares that it will incur no financial obligations for any costs incurred by any company in preparing their proposal.

#### Intent to Submit

It is requested that all interested Vendors notify Harvey County no later than **Friday, May 29, 2015** of their intention to respond to this Request for Proposal. A Notice of Intent should be faxed to Lynnette Redington, Health Department Director, at Harvey County, **(316) 283-1757**. Not providing a Notice of Intent will not disqualify a vendor's proposal, but providing such Notice will allow the County to furnish any addenda or other clarifications to vendors.

#### Statement of Qualifications and Approach

To be considered, a vendor must be a full-service software vendor with expertise in the field of electronic health records and payment management systems. The vendor should be able to demonstrate that its systems have been successfully implemented and maintained in at least three operations of comparable size and scope.

#### Criteria for Selection

The criteria upon which proposals will be evaluated include, but are not limited to, the following:

- Compliance with the RFP
- Ability of the vendor to propose solutions that satisfy the objectives of an electronic health records and payment management system as stated in the RFP
- Understanding of the project as indicated by the presentation and detailed scope of services proposed to fully address the requirements as stated in this RFP
- Scope of services to be provided
- Demonstrated ability to successfully complete and install a electronic health records and payment management system in an organization of comparable size and scope
- Qualifications of the Vendor, including but not limited to its experience and personnel assigned to this project
- Price and timeline as indicated in the proposal

County Representative

The Project Manager overseeing this RFP is:

Lynnette Redington, Health Department Director  
Harvey County  
800 N. Main St., PO Box 687  
Newton, KS 67114  
Phone: (316) 283-1637; Fax (316) 283-1757  
E-mail: lredington@harveycounty.com

The Project Manager shall be the first point of contact for any matters related to this RFP. The Project Manager may be contacted informally for information of a general nature. Questions pertaining to technical, functional, operational, or contractual matters must be submitted in writing. The Project Manager must receive all questions or requests for clarification concerning the meaning or interpretation of this RFP in writing at least five business days prior to the submittal deadline.

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The County may mail written addenda before the date fixed for receiving the proposals. Vendors shall contact the County to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. No oral explanation given to one vendor before the RFP opening shall be binding on other vendors.

All vendors are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the County through written communication with the Project Manager prior to the opening of the proposals.

Cost and Fee Arrangements

The Vendor must provide a proposal with maximum "not to exceed" cost for the project based on the project as described herein. To the extent desired, additional recommendations and services or options may be included as additions to the project on an optional basis. These optional items may be priced separately from this RFP.

Community Profile

Harvey County, founded in 1872, is located approximately 10 miles north of Wichita, the largest city in Kansas. The County encompasses approximately 540.5 square miles with a current population of 34,864 persons.

Government and Organization

Harvey County is governed by a three member Board of County Commission, which are elected to staggered four-year terms. The County Administrator is appointed by the Commission and is charged with the efficient and effective administration of the County. The County's revenues are significantly linked with the strength (or weakness) of the local economy which means that in recent years the financial resources available for compensation and benefits have been restricted. The County employs approximately 170 regular non-union employees in 16 departments.

Existing System

Presently the Health Department is functioning with a payment management system. This system interfaces with WebIZ (Kansas Immunization Program), provides scheduling, creates billing statements and creates 837I electronic billing file. Clinical data is sorted for reporting purposes by client, service, date(s) of service, and provider.

# Specifications for Electronic Health Records and Payment Management System

## Scope of Work

The County desires to obtain a consultant who will install, train staff and implement an Electronic Health Records and Payment Management System (EHR). The EHR must function for client eligibility checks, scheduling appointments, receive client data by converting and/or scanning, record client medical encounters, track immunizations and input to Kansas Immunization Program (WebIz), prepare, submit and reconciles electronic claim and billing files, typically 837 EDI, with 835 payment files and Electronic Remittance Advices (ERA) from payers (insurance companies) and ability to assist with processing denial and other billing discrepancies. The HCHD is seeking an EHR that is multi-functional with ease of data entry and maintenance.

The successful vendor may be expected to make presentations to the Governing Body, Executive staff and Management Team. The County further expects ongoing and open communications between the Project Manager and the Vendor over the course of the project. All recommendations must comply with all applicable State and Federal laws.

## Specifications

The EHR must be a fully integrated, user friendly system capable of tracking, documenting and storing all actions from the first patient interaction until billing completion. To this end it must be compliant with all legal and professional standards while being capable of tracking and reporting needed data to maintain all grant standards current, and the ability to adapt to future needs, including potential of expansion to interface with the Kansas Health Information Network (KHIN).

The following are specifications for the electronic health records and payment management system:

- Installation of the system software, which includes:
  - All CPT and ICD codes including ICD 10
  - Federal Meaningful Use MU Stage 2 and 3 (2016) upgrade
  - Clearinghouse charges for connectivity to commercial and government payers including Medicaid, Medicare, BCBS, etc.
- Implementation which includes:
  - Training for staff prior to 'go-live' date
  - Availability of vendor IT support on 'go-live' day
  - HL7 interface – bi-directional to Kansas WebIz in real time
  - Import data from .xls or .csv files
  - Template assistance for data management needs
- Data conversion (from .xls or .csv files)
- Remote Training/IT Support for one year after implementation
- Upgrades/updates for system
- Client Eligibility search function
- Patient Portal (optional)
- Scheduling function
- Claims billing & submission
- Payment postings
- Client reminder system (optional)
- Report functions for clinical and financial data
- Reports (Patient, Clinical, Billing, Financial and others)
- Data management back up system
- Have up-to-date HIPAA security and privacy plans and cooperate in investigating security incidents
- Ability to function or to print clinical paper forms to use when system is down due to power outages or maintenance issues

- Provide core patient care data via a PDF format or Continuity of Care (CCD) export (in XML text format) upon request
- At least three references of other EHR users

Harvey County Support

The County will provide the following information in support:

- Information Technology staff of County will be available for implementation and “go-live” days to ensure successful function of an electronic health records and payment management system.
- Access to in-house contact persons as needed through the project manager
- Other information reasonably required by the Vendor to successfully complete the project

**Specification for Proposals**

All proposals submitted in response to this RFP must contain the following information in the stated order:

- a. Name, address, telephone number, facsimile number of the vendor
- b. Description of the vendor (corporation, partnership, etc.) and year established
- c. State of incorporation, if any, and type of ownership
- d. Names of all partners, principals and/or owners of the vendor
- e. Name and biography of all proposed vendor(s)/facilitator(s)
- f. Name, title and business address of person responsible for submitting the proposal
- g. List of proposed subcontractors, if any, and the scope of work they will perform
- h. Description of the scope of involvement of County staff
- i. Narrative proposal on what approach you will take to implementing an electronic health records and payment management system in Harvey County.
- j. Narrative proposal on scope of work as identified above
- k. An estimate of time required to complete the project and a proposed timeline of work tasks, with the date of final completion of the project.
- l. A breakdown of the vendor’s rates, fees and charges for services, by phase and for total project, and a proposed payment schedule.
- m. At least three references, including individual contact name, name of company and phone number, the County may contact regarding the installation of an electronic medical records and payment management system in an organization of comparable size and scope.

Timetable for Submission

For consideration to be given to any proposal submitted pursuant to this RFP, 3 bound originals and 3 copies of the RFP materials must be received **by 4:30 P.M. on Friday, June 19<sup>th</sup>, 2015** at the address listed below:

John Waltner, County Administrator  
 Harvey County  
 800 N. Main St., PO Box 687  
 Newton, KS 67114  
 Phone: (316) 284-6806; Fax (316) 284-6811

To facilitate processing please mark the outside of the envelope as follows: **EHR/PMS Proposal**. The envelope shall also include the **VENDOR'S RETURN ADDRESS**.

A Vendor may submit the proposal by personal delivery or by mail, but not by facsimile or email.

The County cautions Vendors to assure actual delivery of mail or hand-delivered proposals **directly** to the Administration Office at the Harvey County Courthouse, 800 N. Main St., PO Box 687, Newton, Kansas, 67114 prior to the submission deadline. Telephone confirmation of timely receipt of the proposal may be

made by calling (316) 284-6806 before the deadline. A proposal received by the County after the established deadline will be returned unopened to the Vendor.

#### Letter of Transmittal

This letter will summarize in a brief and concise manner, the Vendor's understanding of the scope of work and make a positive commitment to timely perform the work.

The letter of transmittal should be physically signed by an officer of the vendor and include the following:

- a. Name, Address, telephone and facsimile number
- b. Name, title and telephone number of the individual authorized to commit the respondent
- c. Names, title, telephone and facsimile numbers of the individual to be the official contact person regarding all matters concerning the proposal
- d. A statement ensuring validity of the proposal for at least ninety (90) days.

#### Preparation of Proposal

Each proposal will be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation.

#### Disposition and Disclosure of Proposals

All proposals submitted in response to this RFP will become the property of Harvey County and a matter of public record. The Vendor must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure. Any vendor claiming such an exemption must also state in its proposal that the vendor agrees to hold harmless, indemnify and defend the County and its agents, officials and employees in any action or claim brought against the County for its refusal to disclose such materials, trade secrets or other proprietary information to any party making a request therefore. Any vendor failing to include such a statement shall be deemed to have waived its right to an exemption from disclosure.

#### Addenda to the RFP

If revisions to the RFP become necessary, the County will provide written addenda to all known, potential Vendors. All addenda issued by the County will include a receipt form, which must be signed and included with any proposal submitted to the County. If multiple addenda are issued, a separate receipt for each addendum must be included with the proposal when it is submitted to the County.

All Vendors wishing to be notified of any addenda should provide to the Project Manager the Vendor's name, address, telephone number, and if available, facsimile number or e-mail address.

#### Presentations

Any Vendor who submits a proposal may be required to make an on-site presentation of its capability to perform as described in its proposal to Harvey County. Such a presentation will be at the Vendor's expense and will provide an opportunity for the Vendor to clarify its proposal to ensure a thorough mutual understanding. The Project Manager will schedule such presentation if deemed necessary.

#### Contract Awards

The County anticipates entering into a contract with the Vendor who submits the proposal judged by the County to be most advantageous. The County anticipates awarding one contract but reserves the right to award more than one if in the County's best interest.

The Vendor understands that this RFP does not constitute an offer or a contract with the Vendor. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the County and executed by the parties.

The County reserves the right to reject all proposals, to abandon the project, or to re-advertise for and solicit other proposals. The County may, in its discretion, waive any informalities, technicalities and irregularities contained in a proposal or in the manner of its submittal and award a contract to the Vendor who, in the County's opinion, has submitted the Proposal most advantageous to the County. The County further reserves the right to negotiate any and all elements of the proposal.

Vendors may withdraw their proposals by notifying the County in writing at any time prior to the submission deadline. After the deadline, proposals shall become a record of the County and will not be returned to the Vendors. All proposals shall remain valid and binding upon the Vendors for a period of sixty (60) days following the proposal submission date.

Upon opening, proposals are subject to public disclosure consistent with Kansas law. Vendors must invoke the exemptions to disclosure provided by law and must identify in the proposal the data or other materials to be protected and state both the reasons why such exemption from public disclosure is necessary and the legal basis for such exemption as outlined in the section Disposition and Disclosure of Proposals.

#### Delays

The County may delay the scheduled due date if it is to the advantage of the County to do so. The County will notify known, potential Vendors of all schedule changes by written addenda.

### **Contractual Obligations**

#### Order of Precedence

This document shall have precedence in the event dispute arises between this and any other documents pertaining to the Harvey County Request for Proposal, responses to the Request for Proposal, or any other related documents.

#### Insurance

The Vendor, if awarded a contract, during the performance of the services under the contract shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein, and shall provide originals or certified copies of all policies, which shall be written by an insurance company authorized to do business in Kansas. Misrepresentation of any material fact, whether intentional or not, regarding the Vendor's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

A. Worker's Compensation Insurance: The Vendor shall procure and maintain for the life of this Agreement, worker's compensation insurance covering all employees with limits meeting all applicable state laws. This coverage shall include employer's liability insurance. The policy must contain a waiver of subrogation in favor of Harvey County, executed by the insurance company. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested.

B. Comprehensive General Liability: The Vendor shall procure and maintain, for the life of the contract, comprehensive general liability insurance. This coverage shall be on an "occurrence" basis. Coverage shall include premises and operations; independent Vendors' products and completed operations and contractual liability with specific reference to the insurance provisions of the contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of the contract. The minimum limits of coverage shall be \$500,000 per occurrence, combined single limit for bodily liability and property damage liability. Thirty

(30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested.

C. Business Automobile Liability: The Vendor shall procure and maintain, for the life of the contract, business automobile liability insurance. The minimum limits of coverage shall be \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be an "any auto" type policy. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested.

D. Professional Liability: Unless the Vendor meets the self-insurance requirements described herein, the Vendor shall procure and maintain professional liability insurance for the life of the contract, plus two (2) years after completion. This insurance shall provide coverage for liability resulting from the contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$25,000. The deductible will be the responsibility of the insured. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested. If the Vendor self-insures, the Vendor shall maintain an annual net worth of not less than \$10,000,000 at all times during the life of the contract and shall provide the County with a copy of Vendor's most recent audited financials prior to executing the contract and provide the County with a copy of the Vendor's audited financials for each year the contract is in effect.

In the event that subcontractors used by the Vendor do not have insurance, or do not meet the insurance limits, Vendor shall indemnify and hold harmless the County for any claims in excess of the subcontractor's insurance coverage, arising out of negligent acts, errors or omissions of the subcontractor.

Vendor shall not commence work under the contract until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

Indemnification/Hold Harmless Agreement

Vendor shall, in addition to any obligation to indemnify Harvey County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Harvey County, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses) and costs arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss if use resulting there from, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights by Vendor in the performance of the work; or (c) liens, claims or actions made by the Vendor or any subcontractor under workers compensation acts' disability benefit acts, other employee benefit acts or any statutory bar.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Vendor or any subcontractor under worker's compensation acts' disability benefit acts, other employee benefit acts and any statutory bar. All expenses, including attorney's fees, incurred by Harvey County in enforcing this provision shall be borne by the Vendor.

No Collusion

By submitting a proposal in response to this RFP, the Vendor certifies the Vendor has not divulged to, discussed or compared the proposal with other Vendors and has not colluded with any other Vendor or competitive parties. Also, Vendor certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal:



- A. All prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices and/or cost data with any other Vendor or with any competitor.
- B. No prices and/or cost data quoted in the proposal have been knowingly disclosed by the Vendor, and will not knowingly be disclosed by the Vendor, to any competitor prior to the scheduled opening.
- C. No attempt has been made or will be made by the Vendor to induce any other person or company to submit or not to submit a competitive proposal.
- D. The only person(s) or principal(s) interested in the proposal is/are named therein, and no person other than those named has/have any interest in the proposal or in the agreement to be entered into.
- E. No person or agency has been employed or retained to solicit or secure the agreement for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

Phasing

The Vendor will be required to submit periodic status reports covering progress of work being performed, milestones, problems encountered, and corrective actions being taken. Meeting minutes will be issued for purposes of insuring continuity of contractual intents and agreement on any changes which may be necessary.

Documentation

The Vendor will provide such comprehensive, current documentation as is reasonably necessary to perform the services outlined in this Request for Proposals and in the Proposal.

Payments

The County will require a payment schedule based on defined and measurable deliverables which will be negotiated with the successful Vendor. Under no circumstances will payments be made in advance of work performed. The Vendor shall be required to provide a total not-to-exceed amount for the project. No payment for extra services shall be made unless services and their costs have been previously authorized in writing and approved by the County as a written change order.

Additional Data

Any additional information which the Vendor considers pertinent for consideration should be included in a separate section of the proposal. In such event, the County will require a statement about why the Vendor feels its approach would be the most cost effective to the County.

Fees

The proposal must contain a statement of fees for each element of the proposal as well as the total "not-to-exceed" amount.