

DIVISION OF FINANCE**Procurement Services****REQUEST FOR
PROPOSAL****Electronic Health Record System
RFP TAMUHSC 19-0008****PROPOSAL MUST BE RECEIVED BEFORE:****2:00 p.m. CST on February 19, 2019****MAIL PROPOSAL TO:**

Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-3013

HAND DELIVER AND/OR EXPRESS MAIL TO:

Texas A&M University
Procurement Services
Purchasing & Stores Building
Agronomy Road
1477 TAMU
College Station, TX 77843-1477

Show RFP Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at the **Texas A&M University Department of Procurement Services** before the hour and date specified for receipt of proposal.

Sealed proposals will be received until the date and time established for receipt.

REFER INQUIRIES TO:

Susan King

Texas A&M University
Procurement Services
email: sa-king@tamu.edu

PO Box 30013
College Station, TX 77842-3013
Phone 979-845-4570
Fax 979-845-3800

NAEP
National Association of
Educational Procurement

Purchasing & Stores Building
Agronomy Road
1477 TAMU
College Station, TX 77843-1477

Table of Contents

SECTION 1.	INTRODUCTION	4
1.1	Introduction	4
1.2	Brief History and Current Organization	4
1.3	Scope of Work.....	6
1.4	Form of Proposal	6
1.5	Award	6
1.6	Term of Contract	6
1.7	Schedule of Events	7
SECTION 2.	REQUIREMENTS	8
2.1	Technical Proposal	8
2.2	References	10
SECTION 3.	GENERAL INFORMATION	10
3.1	Submittal Deadline and Location	11
3.2	Submittal Instructions.....	11
3.3	Texas A&M Contacts	11
3.4	Inquiries and Interpretations.....	12
3.5	Electronic State Business Daily Website.....	12
3.6	Open Records	12
3.7	Terms and Conditions	12
3.8	Proposal Components.....	12
SECTION 4.	GENERAL TERMS AND CONDITIONS	13
4.1	General	13
4.2	Final Review and Approval.....	13
4.3	Definitions.....	13
4.4	Time of Performance	14
4.5	Default.....	14
4.6	Termination	14
4.7	Agreement Amendments	14
4.8	Independent Vendor Status.....	14
4.9	Right to Audit.....	15
4.10	Sales and Use Tax	15
4.11	Observance of Texas A&M Rules and Regulations	15
4.12	Non-Disclosure.....	15
4.13	Publicity	15
4.14	Severability	15
4.15	Non-Waiver of Defaults	15
4.16	Governing Law.....	15
4.17	Intellectual Property	16
4.18	Access to TAMU Information.....	16
4.19	Ownership of Documents	16
SECTION 5.	CONTRACTUAL REQUIREMENTS	17
5.1	Texas Public Information Act.....	17

5.2	Indemnification	17
5.3	Other Benefits	17
5.4	Alternative Dispute Resolution	17
5.5	HUB Participation Plan	17
5.6	Insurance Requirements	18
SECTION 6.	EXECUTION OF OFFER	19
6.1	Proposer Affirmation.....	19
6.2	Texas Family Code Section 231.006	19
6.3	Substitute W-9.....	21
6.4	Direct Deposit	21
6.5	Signature	21
SECTION 7.	RESPONDENT’S QUESTIONNAIRE/COMPANY EXPERIENCE	22
7.1	Company Profile	22
SECTION 8.	PRICING	23
8.1	Pricing	23
SECTION 9.	EVALUATION CRITERIA FOR AWARD	24
9.1	Evaluation Information.....	24
9.2	Demonstration/Presentation	24
9.3	Evaluation Criteria and Weights.....	24
SECTION 10.	NON-COLLUSION AFFIDAVIT	25
Appendix A – Insurance Requirement.....		26
Appendix B – System Design		28
Appendix C – Patient and Medical Functions		34
Appendix D - Business Practices.....		62

SECTION 1**INTRODUCTION****1.1 Introduction**

Texas A&M University Health Science Center, subsequently referred to as TAMUHSC, is seeking Request for Proposals to enter into an agreement to provide an Electronic Health Record System (EHR). The EHR shall include Clinical Management System (CMS) and Electronic Medical Records (EMR) functionality. In addition to the extension of the pricing to TAMUHSC, proposers are requested to extend the pricing, and all terms and conditions offered in their proposal to all components of the Texas A&M System and to state agencies listed as institutions of higher education as defined by Section 61.003, Education Code, Government Code Section 2155.134. In the event an award is made, the individual agencies may or may not elect to use the agreement.

A pre-proposal meeting is scheduled for Tuesday, January 22, 2019 @ 10:00 a.m. CST either via WebEx Videoconferencing or in person on the TAMU campus in College Station, TX. Driving directions to Texas A&M University are available at the following web address: <http://aggiemap.tamu.edu/>. Information about parking on the campus of Texas A&M University can be found at: <http://transport.tamu.edu/parking/vendor.aspx>. All bidders interested in attending the pre-proposal meeting shall RSVP to Susan King via email at sa-king@tamu.edu **no later than Friday, January 18, 2019** to obtain meeting details. This meeting is not mandatory, but is highly encouraged.

By submitting responses, each respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Brief History and Current Organization

Texas A&M Health is a medical practice comprised of faculty, residents and staff from the Texas A&M Health Science Center. The practice provides valuable clinical services to the community while teaching and mentoring the next generation of physicians, nurses, dentists, pharmacists and leaders in public health.

Texas A&M Health has Primary Care clinics in Bryan and Navasota with physicians specializing in family medicine, sports medicine and psychiatry with approximately 40,000 visits per year. The family medicine group offers wellness for the entire family, from prenatal to geriatrics. The clinic performs ultrasounds, well-child checkups and minimally-invasive procedures like endoscopies and colonoscopies.

Sports medicine works with each patient to maintain and enhance physical performance, fitness, health and quality of life. An emphasis is placed on prevention of disease and injury through promotion of overall wellness.

The psychiatry and behavioral health division provides confidential, comprehensive mental health assessment and treatment with a team of board-certified psychiatrists. It offers psychiatric evaluations, mental health medication and consultation involving addiction and substance abuse.

Texas A&M College of Dentistry in Dallas is dedicated to combining higher education and research with community service. It is the single largest provider of oral health care services in the Dallas/Fort Worth area with over 103,000 patient visits last year.

The Texas A&M Health Science Center provides the state with health education, outreach and research through campuses in Bryan-College Station, Dallas, Temple, Houston, Round Rock, Kingsville, Corpus Christi and McAllen. Its five colleges are the College of Dentistry, College of Medicine, College of Nursing, Irma Lerma Rangel College of Pharmacy and School of Public Health. Other units include the Institute of Biosciences and Technology, the Rural Community Health Institute and the Coastal Bend Health Education Center.

1.3 Scope of Work

Texas A&M University Health Science Center, subsequently referred to as TAMUHSC, is seeking Request for Proposals to enter into an agreement to provide an Electronic Health Record System (EHR). The EHR shall include Clinical Management System (CMS) and Electronic Medical Records (EMR) functionality.

It is preferred, but not required that all of the other applications automatically integrate with the core applications. TAMUHSC reserves the right to take a "systems integrator approach" in selecting the most cost effective mix of application software and hardware platform/operating system environments that meet TAMUHSC's current and future needs.

Numerous features are required. These requirements shall be met. Items that are not required will be noted as preferred and/or optional functionality. All Respondent proposals that do not offer all of the requested preferred and/or optional functionality, or proposed hardware will automatically be disqualified. .

Each vendor shall be completely responsible for providing installation, training, and support services related to the products they propose. TAMUHSC desires responses to all modules so that a selection decision may be made based upon understanding of the vendor's full capabilities. However, TAMUHSC may not initially purchase all of the application software modules being requested/proposed. The software selection criteria include but are not limited to software functionality and capabilities plus the vendors training and support capabilities and their ability to satisfy TAMUHSC's needs on a long-term basis

The intent of the RFP is:

1. To acquire and install a proven EHR that meets TAMUHSC's requirements in a cost effective manner.
2. To identify and acquire implementation assistance services provided by the proposer(s) to install and implement their proposed package(s), including:

- i. Basic installation services to be included in the licensed application software purchase costs.
- ii. Additional services that the proposer(s) may feel are appropriate/desired including the cost thereof. These additional services include training, data conversion, and other implementation support services.

1.4 Form of Proposal

Respondents shall format their proposals following the same numbering system used in this RFP.

Where appropriate, responses shall acknowledge/accept information provided in each section. Respondents will also provide the detailed information requested in each section. As a reminder, each proposal shall contain, as a minimum, all components as detailed in Section 3.8 Proposal Components.

1.5 Award

Any agreement resulting from this RFP will be awarded all or none and shall adhere to the Evaluation Criteria described in Section 9. No multiple awards will be made.

1.6 Term of Contract

Once executed by both parties, this agreement will be in effect for a period of five (5) years, with the option to renew for an additional five (5) years, two (2) years at a time, with the fifth year being a single year term, if mutually agreed upon by both parties. All terms and conditions shall remain the same.

Escalation

The agreement may be extended for an additional five (5) year period provided price increases, per renewal, do not exceed 4%

The percentages quoted will be a factor in evaluating and determining the award.

After Initial 5 Year Contract

1 st Renewal	5/1/24 – 4/30/26	_____ %
2 nd Renewal	5/1/26 – 4/30/28	_____ %
3 rd Renewal	5/1/28 – 4/30/29	_____ %

These figures will be included in the evaluation.

1.7 Schedule of Events

The review and approval of RFPs is a multi-step process that requires variable amounts of time.

Responders are advised that the projected “Formal Execution of Agreement” date as listed in the “Tentative Timetable” may require extension.

Tentative Timetable

Pre-Proposal Meeting	January 22, 2019 @ 10:00 CST
Deadline for Questions.....	February 5, 2019 @ 2:00 p.m. CST
Posting/e-mailing Addendum and Responses to Inquires	February 11, 2019 @ 4:00 p.m. CST
Deadline for Receipt of Proposals.....	February 19, 2019 @ 2:00 p.m. CST
Evaluation of Proposals Completed	March 2019
Top-Ranked Responder Notified	March 2019
Negotiations with Responder(s)	March 2019
Formal Execution of Agreement (Projected).....	March 2019

SECTION 2 REQUIREMENTS

2.1 Technical Proposal

Provide a detailed plan on how Respondent shall provide an EHR System based on your understanding of the current environment and the scope of work described in Section 1.3, response shall clearly detail:

2.1.1 Requirements:

- 2.1.1.1 Provide a company overview of your business experience and how your company can successfully implement an Electronic Health Record System (EHR).
- 2.1.1.2 Provide an overview of your client support details
- 2.1.1.3 Provide an overview of your offered product support details
- 2.1.1.5 Provide detailed specifications and product literature of solution(s) offered
- 2.1.1.6 Provide any additional features available within your offered system that is not part of our current system or desired enhancements. Provide specifics for each available feature.
- 2.1.1.7 Include with your proposal how the new solution would keep TAMUHSC compliant with Federal and State Laws and TAMU policies related to the security and confidentiality of patient data.
- 2.1.1.8 Include with your proposal all preliminary cost associated with subscriptions, license per user, equipment options (lease, rental or purchase).
- 2.1.1.09 Identify the implementation project team and provide resumes and availability of individuals that will be assigned to begin this project.
- 2.1.1.10 Describe how you will assist TAMUHSC in reducing cost associated with this product.

2.1.2 Company History:

- 2.1.2.1 Provide an explanation of your company's contracts with projects of similar magnitude and scope as those specified within this RFP.
- 2.1.2.2 Provide a financial rating of your company and any supporting documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company.
- 2.1.2.3 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 2.1.2.4 Provide details of any open, current, or pending litigation or claims filed against your company and indicate how this may impact your company's performance under an agreement with TAMUHSC
- 2.1.2.5 Product History - Respondent shall provide a capsule history of the product, including its major versions, any previous product names, any ownership by previous companies, the original market or type of user that the product was designed to address, changes in the target market, etc.
- 2.1.2.6 Company History – Respondent shall provide a capsule history of the company, including involvement in any acquisitions, purchases, or other change of ownership or product lines. Please identify these other companies or arrangements.
- 2.1.2.7 Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with TAMUHSC
- 2.1.2.8 In the event of a change in corporate status, will the product(s) be supported for at least 3 years?
- 2.1.2.9 Are there any existing or pending sale or buyout agreements for any portion of the product or corporation?
- 2.1.2.10 Will the vendor waive the right to assign or transfer their rights to any third parties under this agreement without the prior written consent of Texas A&M and TAMUHSC?
- 2.1.2.11 Does your system address current and future Health Insurance Portability and Accountability Act (HIPAA) requirements?

2.1.3 Service Plan:

- 2.1.3.1 Describe the # of employees that would be utilized to support the needs of TAMUHSC
- 2.1.3.2 Provide resumes and job duties of the individuals that would be utilized to provide service to TAMUHSC
- 2.1.3.3 Describe your contingency workforce plan and how you will manage operations when individuals dedicated to support TAMUHSC are not available.
- 2.1.3.4 Describe turnaround time on service calls.
- 2.1.3.5 Describe your ability and prior experience with hiring students to support and/or service a customer account.
- 2.1.3.6 Describe the hours of operation and holiday schedule available to provide service and meet the needs of TAMUHSC
- 2.1.3.7 Describe how you will manage the processing of transactions (i.e. inquiries, service request) after normal business hours.
- 2.1.3.8 Describe the hierarchy with names and contacts for the resolution of service problems/complaints.
- 2.1.3.9 Provide performance measures that your company currently monitors with the current ratings available for these measures at existing contracted accounts.
- 2.1.3.10 Provide examples of previously identified performance with contracts for similar services that required improvement and how your company has improved services with contracted customers.
- 2.1.3.11 Describe your notification process for upgrades, updates, and system downtime (planned and unplanned).

2.1.4 Implementation /Transition Plan

- 1.3
from current
individuals that will
following
supplier if your
contract was not selected
year term.
required.
- 2.4.1.1 Describe your company's plan to design and implement the requirements within section
 - 2.4.1.2 Provide a detailed plan on your implementation plan that includes training and transition EHR System (Centricity) at TAMUHSC campuses.
 - 2.4.1.3 Provide an attachment illustrating your project flowchart with timelines illustrating your implementation plan and schedule.
 - 2.4.1.4 Identify the implementation project team and provide resumes and availability of be assigned to begin this project.
 - 2.4.1.5 Respondent shall provide an estimate of the earliest starting date for this engagement execution of an Agreement.
 - 2.4.1.6 Describe your experience and plans to transition the Texas A&M account to another company was awarded this contract and at the conclusion of the term of the for the new contract term or contract termination occurred during the 5
 - 2.4.1.7 Provide a transition plan with timelines to transition this account to another supplier, if

2.1.5 Pricing Plan

- 2.1.5.1 Describe the term/duration that pricing will be guaranteed without any pricing increases.
- 2.1.5.2 Describe your average yearly price increases and how Texas A&M pricing will not exceed this yearly percentage.
- 2.1.5.3 Describe how the University will recognize additional discounts on invoices as they apply to volume purchases and what are the various thresholds to achieve such discounts.
- 2.1.5.4 Describe available billing and payment options with associated discounts for payment made within 30 days.

2.1.6 Functional Requirements

- 2.1.6.1 The ability to configure the applications software to meet requirements without modification or addition to immediately deliverable source code.
- 2.1.6.2 The general ease of use of the software.
- 2.1.6.3 Reporting flexibility available with the software.
- 2.1.6.4 Maintenance/Technical Support, reliability and commitment.
- 2.1.6.5 The degree to which the proposer is able to integrate the application modules as requested.
- 2.1.6.6 The quality and clarity of documentation.

2.1.7 Proposer's Competence and Commitment

- 2.1.7.1 Previous successful installation of the proposed system(s) in ambulatory health centers of comparable size and complexity (The established user base).
- 2.1.7.2 Demonstrated ability of the proposed project team responsible for installing the software and hardware.
- 2.1.7.3 Demonstrated familiarity with the application software systems proposed.
- 2.1.7.4 Financial stability of the vendor.
- 2.1.7.5 The ability to provide a single vendor point of contact for application software installation and support.

2.1.8 Implementation Approach

- 2.1.8.1 The proposer's implementation approach and proposed implementation schedule and work plan.
- 2.1.8.2 The amount and quality of training and support, including the provision for different levels of sophistication of users, training resources and activities provided by the proposer to assure timely and effective use.

2.2 References

Respondents shall provide a list of at least three (3) references, all of institutions of higher education with similar size and scope project. References shall include Institution Name, Contact Person & Title, Address, Telephone & Fax Number, Email Address and summary of services provided.

TAMUHSC reserves the right to contact these references to verify the proposer's ability to perform these services. A negative reference may be grounds for the disqualification of your proposal.

**SECTION 3
GENERAL INFORMATION**

3.1 Submittal Deadline and Location

3.1.1 All responses must be received by Texas A&M no later than **Tuesday, February 19, 2019 @ 2:00 p.m. CST**

3.1.2 Responses are to be submitted to:

U. S. POSTAL SERVICE:

Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-3013

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Texas A&M University
Procurement Services
Agronomy Road
College Station, TX 77843-1477

Late responses properly identified will be returned to Respondent unopened. Late responses will not be considered under any circumstances.

3.2 Submittal Instructions

3.2.1 Proposals including Execution of Office (Section 6) must be signed by Respondent's company official authorized to commit such proposals. Failure to sign the Execution of Offer may be basis for proposal disqualification.

3.2.2 **One (1) hard copy original and one (1) virus free USB flash drive** of the complete proposal response is required.

All CD copies must either be in **Microsoft Office software or Adobe Portable Document Format (PDF)**. All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the CD must be clearly named and referenced in your proposal response

NOTE: The original signature on ONE (1) hard copy will serve as the official signature of record for all electronic copies.

Please create a text file in your root directory titled "table of contents.txt" that contains a brief explanation of the files and their layout found on the disc.

3.2.3 An unreadable electronic copy due to incorrect format may reflect negatively on your proposal. If your company is unable to provide a readable electronic copy in the requested format, then submit two (2) hard copies (one (1) original and one (1) copy)

3.2.4 Proposal package (box/carton) must indicate on the lower left-hand corner the submitter's company name, the proposal opening date, and RFP number.

3.2.5 Telephone and/or facsimile (Fax) responses to this RFP are not acceptable.

3.3 Texas A&M Contacts

All questions must be sent by email to:

Susan King
sa-king@tamu.edu

Texas A&M specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individuals. **Deadline for questions is February 5, 2019 @ 2:00 p.m. CST.**

3.4 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and e-mailed, faxed or mailed to all parties recorded by Texas A&M as having received a copy of the RFP. All such addenda issued by Texas A&M prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal.

Only those Texas A&M replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

3.5 Electronic State Business Daily Website

It is the responsibility of interested vendors to regularly check the ESD for any possible addenda to this project. The RFP is inclusive of all addenda issued.

<http://esbd.cpa.state.tx.us/>

3.6 Open Records

Texas A&M considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government code, Chapter 552) after an agreement is awarded.

Respondents are hereby notified that Texas A&M strictly adheres to all Statutes, court decisions and the opinions of the Texas Attorney General regarding the disclosure of RFP information.

3.7 Terms and Conditions

The Terms and Conditions (ref. Section 4) shall govern any Agreement issued as a result of this solicitation RFP.

Additional or attached terms and conditions which are determined to be unacceptable to Texas A&M may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

3.8 Proposal Components

The following documents are to be returned as part of your proposal submittal:

- ✓ Signed Execution of Offer (See Section 6)
- ✓ References (See Section 2.2)
- ✓ Technical Proposal (See Section 2)
- ✓ HUB Subcontracting Plan (Attachment A)
- ✓ Respondent's Questionnaire (See Section 7)
- ✓ Pricing (See Section 8)
- ✓ Non-Collusion Affidavit (See Section 10)
- ✓ One (1) original copy and one (1) virus free electronic copy (See Section 3.2.2)

SECTION 4 GENERAL TERMS AND CONDITIONS

4.1 General

These General Terms and Conditions shall be made a part of and govern any Agreement/Purchase Orders resulting from this Request for Proposal.

Each response should be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the offer requirements.

Texas A&M University (Texas A&M) reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous and award based on "Best Value". Additionally, all respondents are hereby notified that Texas A&M shall consider all factors it believes to be relevant in the determination of the "Best Value" including, but not limited to: past experience, references, proposal, and price. Texas A&M's decision is final.

Responses are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

4.2 Final Review and Approval

Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of the proposal.

The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

The vendor hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

Questions should be directed to the Texas A&M Purchasing official identified in Section 3.3 of this Request for Proposal.

Proposals and any other information submitted by Respondent in response to this Request for Proposal shall become the property of Texas A&M.

Texas A&M will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, product evaluations or demonstrations that may be made, unless otherwise expressly indicated.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by Texas A&M at its option.

4.3 Definitions

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

RFP shall mean Request for Proposal.

Proposal shall mean Respondents offer

Texas A&M shall mean Texas A&M University and other system parts.

TAMUHSC shall mean Texas A&M Health University Science Center

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Vendor shall mean the individual, partnership, corporation, or other entity awarded an agreement for labor or for equipment & supplies under this RFP in accordance with the terms, conditions, and requirements herein.

Agreement shall mean an agreement, documented by written instrument, between Texas A&M and the successful respondent to provide chemical storeroom supply services to Texas A&M in College Station, Texas.

4.4 Time of Performance

Time is of the essence in the rendering of services. Seller agrees to perform all obligations and render services set forth per this proposal.

4.5 Default

In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the agreement with Texas A&M, Texas A&M may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Seller fails to remedy such failure or default within the ten (10) day period, Texas A&M shall have the right to cancel the agreement upon thirty (30) days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the agreement and such cancellation by Texas A&M shall not limit any other right or remedy available to Texas A&M at law or in equity.

4.6 Termination

4.6.1. For Convenience:

The agreement may be terminated, without penalty, by Texas A&M without cause by giving sixty (30) days written notice of such termination to the seller.

4.6.2. In no event shall such termination by Texas A&M as provided for under this Section give rise to any liability on the part of Texas A&M including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

4.7 Agreement Amendments

No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the Texas A&M Purchasing Department for prior review and approval. Only the contract administrator within Strategic Sourcing & Purchasing Services or his/her designee will be authorized to sign changes or amendments.

4.8 Independent Vendor Status

Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with Texas A&M. Texas A&M shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any

other insurance payments, nor will Texas A&M furnish any medical or retirement benefits or any paid vacation or sick leave.

4.9 Right to Audit

At any time during the term of this agreement and for a period of four (4) years thereafter Texas A&M or duly authorized audit representative of Texas A&M, or the Texas A&M University System, at its expense and at reasonable times, reserves the right to incrementally audit Vendor's records and manufacturer's pricing relevant to all pricing provided under this agreement. In the event such an audit by Texas A&M reveals any errors/overpayments by Texas A&M, Vendor's shall refund Texas A&M the full amount of such overpayments within thirty (30) days of such audit findings, or Texas A&M at its option, reserves the right to deduct such amounts owing Texas A&M from any payments due Vendor..

4.10 Sales and Use Tax

Texas A&M, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Seller may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

4.11 Observance of Texas A&M Rules and Regulations

Vendor agrees that at all times its employees will observe and comply with all regulations of the University, including but not limited to parking and security regulations.

4.12 Non-Disclosure

Vendor and Texas A&M acknowledge that they or their employees may, in the performance of the resultant agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Seller or Texas A&M unless required by law.

4.13 Publicity

Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Texas A&M's name in connection with any sales promotion or publicity event without the prior express written approval of Texas A&M.

4.14 Severability

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

4.15 Non-Waiver of Defaults

Any failure of Texas A&M at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of Texas A&M at any time to avail itself of same.

4.16 Governing Law

This agreement shall be construed and governed by the laws of the State of Texas.

4.17 Intellectual Property

Pursuant to the Agreement, the University will license specified uses of certain of its intellectual property and assets during the Term of the Agreement, as contemplated herein. However, Texas A&M shall, in all cases, retain exclusive ownership of any and all such intellectual property and assets, including any and all derivative property and assets developed during the Term of the Agreement. The Proposer shall acknowledge Texas A&M's ownership of its intellectual property in the Agreement and shall agree to assign any and all such intellectual property to Texas A&M at the expiration or termination of the Agreement, if requested by Texas A&M.

4.18 Access to TAMU Information

Pursuant to Title 1, Chapter 202, §202.77 of the *Texas Administrative Code*, COMPANY hereby acknowledges responsibility to comply with all applicable TAMU policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by TAMU.

For purposes of this section concerning Vendor Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the *Texas Education Code*); and medical records. Mission Critical Information is information that is defined by TAMU to be essential to the continued performance of the mission of TAMU, the unavailability of which would result in consequences to TAMU.

In the event COMPANY should obtain or be granted access to Confidential and/or Mission Critical Information of TAMU ("TAMU Information"), COMPANY will keep and protect TAMU Information confidential to no less than the same degree of care as required by TAMU policies, rules and procedures. At the expiration or early termination of this Agreement, COMPANY agrees to return all TAMU Information or agrees to provide adequate certification that the TAMU Information has been destroyed. COMPANY, its employees, agents, contractors, and subcontractors shall use the TAMU Information solely in connection with performance by COMPANY of the services provided to TAMU pursuant to this Agreement, and for no other purpose. Should COMPANY, its employees, agents, contractors, or subcontractors acquire other TAMU Information during the course of this Agreement, it shall not be used for COMPANY's own purposes or divulged to third parties. COMPANY shall comply with all terms and conditions of any TAMU non-disclosure agreement applicable to this Agreement.

Upon award, both parties shall each provide contact information for specific individuals. Should the designated contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should COMPANY have a need to access TAMU Information, that request shall be directed to TAMU's designated contact. Further, COMPANY is responsible for reporting all security breaches directly to TAMU. TAMU's designated contact for breaches shall be Help Desk Central (helpdesk@tamu.edu; (979) 845-8300). Help Desk Central can be contacted 24/7. Security breach investigation reports shall be provided to the designated contact for TAMU and TAMU's Chief Information Security Officer (ciso@tamu.edu).

4.19 Ownership of Documents

Upon completion or termination of any contract agreement, all documents prepared by the RESPONDENT for the benefit of TAMU shall become the property of TAMU. At TAMU's option, such documents will be delivered to the TAMU Procurement Office. TAMU acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, TAMU shall have a recognized proprietary interest in the work product of the RESPONDENT.

SECTION 5 CONTRACTUAL REQUIREMENTS

5.1 Texas Public Information Act

All information, documentation and other material submitted by Respondent under this proposal is subject to public disclosure under the Texas Open Records Act (Texas Government Code, Chapter 552). Respondent is hereby notified that Texas A&M strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General. Respondent shall be deemed to have knowledge of this law and how to protect the legitimate interests of the contractor.

5.2 Indemnification

Vendor agrees to indemnify and hold the State of Texas, the Board of Regents of Texas A&M University System, Texas A&M, their officers, employees, and agents (the Indemnified Parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of Seller or the acts or omissions of others under Seller's supervision and control.

5.3 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by vendor for the performance of services associated with and pertinent to the resultant agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of the State.

5.4 Alternative Dispute Resolution

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and Company to attempt to resolve any claim for breach of contract made by Company that cannot be resolved in the ordinary course of business. Company shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer, Texas A&M University, who shall examine Company's claim and any counterclaim and negotiate with Company in an effort to resolve the claim.

5.5 HUB Subcontracting Plan

It is the policy of the State of Texas and Texas A&M University (Texas A&M) to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB Program is to promote equal access and equal opportunity in TAMU contracting and purchasing.

Subcontracting opportunities are anticipated for this Invitation for Bid/Request for Proposal and therefore a HUB Subcontracting Plan (HSP) is required. Failure to submit a comprehensive, acceptable HSP will be considered a material failure to comply with the requirements of the Invitation for Bid/Request for Proposal and will result in rejection of the submittal. The HUB Subcontracting Plan shall be submitted with the Invitation for Bid/Request for Proposal response by the date and time specified.

For information regarding the HUB Subcontracting Plan requirements, please contact Robby Bounds at 979-845-4534 or via email at rbounds@tamu.edu. Documents attached are the State of Texas HUB Subcontracting Plan form, HSP Quick Checklist, and Prime Contractor Progress Assessment Report (PAR) form. The State of Texas HSP forms can also be found at the following site: <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/>.

5.6 Insurance Requirements

5.6.1 The successful vendor(s) will be required per the indicated requirements (Appendix A) to provide proof of insurance prior to beginning any work on the campus of Texas A&M University. The vendor will be held strictly liable for any damages to Texas A&M University property occurring during any installation.

5.6.2 Vendor shall not commence work until all the insurance specified hereunder has been obtained and certificates of such insurance have been filed with and accepted by Texas A&M University. Insurance coverage shall provide for a thirty day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance enforce must include a notice that the policy or policies do contain these provision. Acceptance of insurance certificates by Texas A&M University shall not relieve or decrease the liability of the vendor. Unless otherwise specified, the vendor shall provide and maintain, until the work included in this Request for Proposal is completed and accepted by Texas A&M University.

5.6.3 Certificates of Insurance must be delivered or mailed to:
Texas A&M University
Procurement Services
Attn: Susan King
P.O. Box 30013
College Station, TX 77842-3013.

SECTION 6

EXECUTION OF OFFER

RFP TAMUHSC 19-0008 Electronic Health Record System

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

6.1 Proposer Affirmation

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer may be removed from all proposal lists. By signature hereon affixed, the proposer hereby certifies that:

- 6.1.1. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- 6.1.2. The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 6.1.3. Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 6.1.4. Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 6.1.5. The proposer has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.
- 6.1.6. The proposer shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of proposer or any agent, employee, sub-Contractor, or proposer of proposer in the execution or performance of this purchase order.
- 6.1.7. Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 6.1.8. Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

- 6.1.9. Proposer agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

6.2 Texas Family Code Section 231.006**Ineligibility to Receive State Grants or Loans, or Receive Proposals or Payments on State Contracts.**

- 6.2.1. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
 - 6.2.1.1. receive payments from state funds under a contract to provide property, materials, or services: or
 - 6.2.1.2. receive a state-funded grant or loan.
- 6.2.2. A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - 6.2.2.1. all arrearages have been paid; or
 - 6.2.2.2. the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 6.2.3. Pursuant to Section 231.006 (c), Family Code, proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. Proposers that have pre-registered this information on the GSC Centralized Master Proposers List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.
- 6.2.4. "Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- 6.2.5. If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.

-
- 6.2.6. If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

EXECUTION OF OFFER

(continued)

6.3 Substitute W-9

Texas A&M University requires all companies and individuals (not employees or students) to have a Substitute W-9 form on file. This form is needed for IRS compliance.

Step 1: You can obtain the Substitute W-9 form from the Texas A&M University Financial Management Services website at:
<http://fmo.tamu.edu/media/395081/substitutew9.pdf>

Step 2: Vendor must fill out the form completely and mail the original to:

Texas A&M University
Financial Management Services
Accounts Payable
6000 TAMU
College Station, TX. 77843-6000

6.4 Direct Deposit

All vendors are encouraged to sign up for direct deposit. The direct deposit form is located at:
<http://fmo.tamu.edu/media/395081/substitutew9.pdf>

6.5 Signature

Proposal should give Payee Identification Number (PIN) (Formerly Vendor ID), full firm name and address of proposer (enter in block provided if not shown). Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

This offer consists of pages number (1) through

Payee Identification Number (PIN): _____

Sole Owner should also enter social security No.: _____

Proposer/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)

- ☐ Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- ☐ Agricultural products produced or grown in TX
- ☐ Agricultural products and services offered by TX bidders
- ☐ USA produced supplies, materials, or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH
RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL
RESULT IN THE REJECTION OF YOUR PROPOSAL.**

SECTION 7
RESPONDENT'S QUESTIONNAIRE/COMPANY EXPERIENCE

The Respondent recognizes that in selecting a supplier, Texas A&M will rely, in part, on the answers provided in response to this Section 7. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. Texas A&M reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

7.1 Company Profile

- a. Number of Years in Business: _____
- Type of Operation: Individual____ Partnership____ Corporation____ Government____
- Number of Employees: _____(company wide)*
- Number of Employees: _____(servicing location)*
- Annual Sales Volume: _____(company wide)
- Annual Sales Volume: _____(servicing location)
- b. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with Texas A&M.
- c. Names of top management and key employees and each person's duties. Include the background and experience of these employees.
- d. If proposal includes subcontractors, preferably in the State of Texas, include a description of each subcontractor's corporate background and experience.

SECTION 8 PRICING WORKSHEET

8.1 Pricing

Provide detailed pricing for the following offered solutions:

- Hosted Solution
- On-Premise Solution

Detail pricing for any other services offered

SECTION 9 EVALUATION CRITERIA FOR AWARD

EVALUATION CRITERIA FOR AWARD

9.1 Evaluation Information

Texas A&M University will utilize an evaluation team for the evaluation of this RFP. Texas A&M University will evaluate and make the award on the proposal that is determined to be the “Best Value” to the State based on, but not limited to the criteria listed below.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, Texas A&M alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

By submitting a proposal, Respondent acknowledges and accepts [a]the evaluation process, [b] the evaluation factors listed in the RFP Questionnaire, [c] the scope of this engagement (**Section 1**), [d] the terms and conditions of the Agreement (**Section 4**), [e] all other requirements and specifications set forth in this RFP, and [e] that some subjective judgments must be made by the University during this RFP process.

Should Texas A&M be unable to agree on final Agreement terms and conditions with the highest ranked proposer, a Texas A&M representative(s) will then negotiate with the second-ranked proposer or reissue the same or modified version of this RFP.

Texas A&M University reserves the right to reject any and all proposals.

9.2 Demonstration/Presentation

During evaluation, Texas A&M may request an on-site demonstration/presentation of proposer(s). The team may consider the demonstration/presentation in the evaluation criteria. The purpose of the on-site demonstration/presentations is for clarification or to amplify the materials presented in any part of your submission. However, vendors are cautioned that the evaluators are not required to request clarification; therefore, all submissions should be complete and reflect the most favorable terms available from the offer.

9.3 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet the university’s minimum requirements in Section 2 and to provide the best value to the University. Proposal shall be evaluated by assigning points to each of the items below. The maximum number of points that can be assigned to each item being evaluated are as follows:

Evaluation Criteria	Possible Points
Prior experience in review of comparable higher education	25
Responsiveness to scope of services/technical proposal requested	35
References	20
Price and Schedule	20
TOTAL POINTS	100

SECTION 10
NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of TEXAS A&M or any employee thereof, or any person, firm or corporation under contract with TEXAS A&M whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TEXAS A&M, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or TEXAS A&M.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of TEXAS A&M, nor any employee, or person, whose salary is payable in whole or in part by TEXAS A&M, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Respondent Name _____

Date _____

Subscribed and sworn to before me this

_____ day of _____, 2019.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

**AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH
RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET
MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.**

Appendix A – Insurance Requirements

[Vendor] shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M University. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to [Vendor] under this Agreement. [Vendor] shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. [Vendor] is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation.

Insurance:

<u>Coverage</u>	<u>Limit</u>
------------------------	---------------------

A. Worker's Compensation

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Texas A&M University. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures [Vendor's] or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Texas A&M University as additional insured's.

D. [Vendor] will deliver to Texas A&M University:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by [Vendor] under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation and employer's liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insured up to the actual liability limits of the policies maintained by [Vendor]. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University prior to the performance of any services by [Vendor] under this Agreement. [Vendor] is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed or emailed to the following Texas A&M University contact:

Name: Susan King

Address: PO Box 30013
College Station, TX 77843-3013

Email Address: sa-king@tamu.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University in writing.

Appendix B**SYSTEM DESIGN**

The notation **[REQUIRED ITEM]** designates a required feature.

Line item responses

Carefully consider each of the line item requirements in light of your software's capability to provide for them. Provide a specific response to each feature and function according to the following method:

Y Available in the standard software/contract without modification

N Not Available in the standard software/contract without modification

RW Available by user preparation using a report writer utility that is included in the vendor's proposed pricing

CU Requires custom programming and/or enhancement by the vendor. When this designation is used, provide a numerical estimate in hours for the proposer to complete the work. Attach a separate pricing page in your cost proposal explaining each custom-programming item listed.

1. Design Intent

- _____ a. **[REQUIRED ITEM]** Is the system designed to facilitate the integration of other Clinical Software systems (lab system, pharmacy, etc.)?
- _____ b. List these other systems

- _____ c. **[REQUIRED ITEM]** Is the system designed for use in multi-site, ambulatory care setting?
- _____ d. **[REQUIRED ITEM]** Is the system compliant with Health Resources and Services Administration requirements for Federally Qualified Health Centers?
- _____ e. Does the system have the ability to manage clinical trials?
- _____ f. Is the system optimized for utilization of touch screen technology?
- _____ g. Will the proposed system support up to 150 concurrent users?
- _____ h. If the database uses a proprietary format - does the vendor supply and support a driver or connector utility that allows third party applications (reporting apps or interfaces) to connect to the data?
- _____ i. Does the system support wireless network access?
- _____ j. Is there file archive and purge capability?
- _____ k. Will the supplying vendor provide future support of existing code/design or redesign and purchase third party?
- _____ l. Does the system meet/exceed HIPAA standards for electronic transactions?
- _____ m. Do the system **interfaces** meet/exceed HIPAA standards for electronic transactions?
- _____ n. Are all interfaces Health Level Seven (HL7) version 2.4 (or better) compliant?

- _____ o. Will existing interfaces be refined and made compliant with subsequent versions of the HL7 standard?
- _____ p. Does all data have a date and time stamp relationship?
- _____ q. Is the initial date and time stamp data maintained after subsequent changes are made? (ex. If we change the price of a lab test 5 times over the course of a year, can we report on all 5 changes)
- _____ r. Is date and time stamp data maintained in a table/file?
- _____ s. What database (give name and version) does the system use?
- _____ t. Does any portion of the installed workstation client require that a server drive(s) be mapped on the client PC?
- _____ u. Can the workstation client complete all operations without a drive mapping? (via IP address, UNC path, etc.)

1. Users

With the understanding that licensing models will vary from vendor to vendor, our current user counts are as follows:

- Total providers: 20
- Total resident providers: 30
- Total number of users : 150

2. Input Devices

Input from sources other than the keyboard and mouse will be utilized for appointment and walk-in registration, medical record check-in and check-out, cashier activities, provider interaction with the system and other activities not yet determined.

- a. Are the following devices supported and in use at other sites

- _____ 1) **[REQUIRED ITEM]** Handheld devices (Tablets, PDAs)
- _____ 2) Windows Tablet devices
- _____ 3) Barcode readers
- _____ 4) Magnetic stripe readers
- _____ 5) Scanners
- _____ 6) Touch screens
- _____ 7) Voice recognition technology
- _____ 8) Other? _____
- _____ 9) How Many Sites?

- b. _____ Does the system use proprietary software to interface to any of the devices listed above?

- c. _____ Does the system use commercially available, non-proprietary, third party software interface with any the items listed above?

- d. _____ We are particularly interested in touch screens. Is the system optimized for use with a touch screen?

3. Support

[ALL ITEMS REQUIRED] Training

On site vendor training of users and administrators, in sections by administrator-defined user function, training designated staff as trainers. The supplying vendor shall provide the System Administrator with a training schedule 30 days prior to the first day of training.

At a minimum, the training shall cover the following items:

- 1) Providers
 - _____ a) Patient Processing – encounter, appointments
 - _____ b) Ordering Lab tests, X-rays, Prescriptions, Referrals
 - _____ c) Coding the visit
 - _____ d) Creation of chart notes
 - _____ e) Viewing patient history, transcribed notes, Lab results, X-ray interpretations
 - _____ f) Posting supply charges
- 2) Nursing Staff
 - _____ a) Patient Processing - Appointments
 - _____ b) Ordering Lab tests, X-rays, Prescriptions
 - _____ c) Viewing transcribed notes, Lab results, X-ray interpretations
 - _____ d) Documenting verbal orders
 - _____ e) Posting charges
- 3) Medical Records Staff
 - _____ a) Patient Demographic and Eligibility Data
 - _____ b) Patient Processing - Appointments
 - _____ c) Patient Processing – Registration
 - _____ d) Transcription of dictation into the system
- 4) Business Office Staff
 - _____ a) Financial Reporting
 - _____ b) Auditing Procedures
 - _____ c) Cashier Functions
 - _____ d) Closing procedures
- 5) Administrative Staff
 - _____ a) Patient Demographic and Eligibility Data
 - _____ b) Patient Processing - Appointments
 - _____ c) Patient Processing - Registration
 - _____ d) Transcription of dictation into the system
- 6) Ancillary Staff
 - _____ a) Order entry
 - _____ b) Results entry

-
- ☐ c) Patient Demographic and Eligibility Data
 - ☐ d) Reporting and history
 - ☐ e) Posting charges
- 7) Computing Staff
- ☐ a) Custom Report Writer
 - ☐ b) Backup and recovery procedures
 - ☐ c) File maintenance
 - ☐ d) Data Integrity
 - ☐ e) System administration
 - ☐ f) Import and export of data
 - ☐ g) Ordering Lab tests, X-rays, Prescriptions
 - ☐ h) Viewing transcribed notes, Lab results, X-ray interpretations
 - ☐ i) Patient Demographic and Eligibility Data
 - ☐ j) Patient Processing - Appointments
 - ☐ k) Patient Processing - Registration
 - ☐ l) Financial Reporting
 - ☐ m) Closing Procedures
 - ☐ n) Auditing Procedures
- 8) b. Annual Maintenance
- ☐ a) Are software updates included in the annual maintenance contract?
 - ☐ b) Are new versions of the proposed software included in the annual maintenance contract?
- 9) c. Technical Support
- ☐ a) Is technical support by phone available between 8:00 am CST and 5:00 pm CST?
 - ☐ b) Are non-emergency requests addressed within 2 business days?
 - ☐ c) Are emergency requests (system crash) addressed within 10 minutes with resolution begins within 30 minutes of initial report of emergency request?
 - ☐ d) Is there in-house support for standard EMR functions and data?
 - ☐ e) Is there in-house support for standard CMS functions and data?
 - ☐ f) Is there in-house support for custom functions, custom data elements, and interfaces?
- 10) Documentation
- ☐ a) Written user manuals - can we duplicate vendor-supplied manuals at no 'per copy' cost?
 - ☐ b) Are royalties paid to the supplying vendor each time we duplicate a manual for internal use?
 - ☐ c) Is a detailed data map/data diagram provided to the customer?
 - ☐ d) Does the vendor supply a listing of base system programs and databases and their interactions?
 - ☐ e) Does the vendor supply a listing of any custom programs and databases and their interactions?
 - ☐ f) Are error logs accessible to the System Manager?
 - ☐ g) Are error messages defined?
 - ☐ h) Is a course of action described for each error message?
 - ☐ i) Does the supplied documentation cover automated and manual processes as they relate to the system?
 - ☐ j) Does the supplied documentation cover the base clinical system functions?
 - ☐ k) Does the supplied documentation cover custom programs/interfaces?
 - ☐ l) Does the supplied documentation cover the Custom Report Generator?
 - ☐ m) Does the supplied documentation cover error messages and error log information?
 - ☐ n) Are reference guides and "cheat sheets" for repetitive tasks (i.e. making appointments, ordering lab tests)?
 - ☐ o) Are icons described on mouse over?
 - ☐ p) Are on-line help functions accessible via icon or hotkey from each screen?
 - ☐ q) Are on-line help functions context sensitive?

4. System Management Utilities

a. System Security

- _____ 1) **[REQUIRED ITEM]** Is there a unique, 8-character or greater ID code and password required to access the system?
- _____ 2) **[REQUIRED ITEM]** Is there a unique, 8-character or greater ID code and password for each user that will be accessing the system?
- _____ 3) **[REQUIRED ITEM]** Do the ID and password recognize a combination of both alpha and numeric characters?
- _____ 4) **[REQUIRED ITEM]** Can the system restrict access, by user, to specific processes?
- _____ 5) Can the system restrict access by user to specific fields within an input screen?
- _____ 6) Can the system restrict access by user to specific fields within an input screen to read-only access?
- _____ 7) Does the system track all user activity?
- _____ 8) Can the system report on all tracked user activity?
- _____ 9) Does the system track duration of access by user?
- _____ 10) Does the system track user name, user identifying information, (name, etc.)?
- _____ 11) Does the system track user sign on with a date, time, and location or mode of sign on?
- _____ 12) Does the system track users that have utilized a specific function?
- _____ 13) Does the system track failed attempts to access a specific function?
- _____ 14) Does the system permit only designated users to create and edit users?
- _____ 15) Does the system support the ability to restrict viewing of a specific patient's data?
- _____ 16) Does the system support the ability to restrict viewing of patient data by provider?
- _____ 17) Does the system support the ability to restrict viewing of patient data by user group (provider, clerk, etc.)?
- _____ 18) Is the System Manager automatically alerted when there is a breach in security?
- _____ 19) Does the EHR allow the system manager to log individual users out of the system?
- _____ 20) Does the EHR allow the system manager to prevent users from logging into the system?
- _____ 21) Is the lockout functionality provided by the network/server operating system?
- _____ 22) Does the system support a digital signature for authorized system users?
- _____ 23) Does the system support a digital signature for patients?

_____ 24) Can the system store a graphical representation of a written signature for authorized system users?

_____ 25) Can the system store a graphical representation of a written signature for patients?

e. Backup

_____ 1) Does the system use commercially available, non-proprietary backup software?

_____ 2) Is backup media type determined by the user?

_____ 3) **[REQUIRED ITEM]** Can unattended backup be performed on a user-defined basis (i.e. nightly, weekly, etc.)?

_____ 4) Does the system allow backup of open files?

_____ 5) Does the system allow backup of only data modified or added since the last backup (incremental backup)?

_____ 6) Does backup when there are users logged into the cause an increase in system response time?

_____ 7) Does the system allow backup of all patient data?

_____ 8) Does the system allow backup of all system setup parameters?

_____ 9) Does the system allow backup of operating system and database software?

_____ 10) Is there a system status monitor that provides real-time system status and alerts the system manager when a problem arises?

_____ 11) Will TAMHSC have the ability to backup to the following?

_____ a) Remote hard drive

_____ b) Local hard drive

_____ c) Backup server

_____ d) Other

c. Data Recovery

_____ 1) **[REQUIRED ITEM]** Are detailed recovery procedures that allow System Administrator to bring the system up after a full or partial system crash provided?

_____ 2) Does system restoration require a site visit?

_____ 3) Does system restoration require intervention by the vendor?

Appendix C

PATIENT AND MEDICAL FUNCTIONS

1. Appointment System

The appointment system should be flexible enough to meet the scheduling needs of clinical and ancillary departments. Time periods shall be flexible, user defined (i.e., 5 minutes to 30 minutes) and double booking shall be available. Access to system from PCs shall be protected by password access. System shall be able to interface with A/R to allow for collection of delinquent accounts.

a. Requirements

- _____ 1) Are flexible appointment scheduling periods (variable times, i.e. 5 minutes to 30 minutes for different providers) and block appointing provided?
- _____ 2) Can appointment intervals vary within a provider's schedule on a given day? (Every Tuesday, Dr. X has a combination of 10-minute appointments and 25-minute appointments)
- _____ 3) Does the system provide the ability to double book appointments? **Briefly describe how this is done and how many appointments can be assigned to a single time slot.**
- _____ 4) Does the system associate type of appointment with appointment length?
- _____ 5) Does the system print or display daily the appointment schedule by department and provider, showing time, patient name, phone, and reason for visit, from each client?
- _____ 6) Is patient demographic information visible when scheduling an appointment?
- _____ 7) Is the eligibility status displayed on the appointment screen?
- _____ 8) Can appointment schedules be accessed and updated from multiple locations?
- _____ 9) Are multiple appointments scheduled from the same entry screen?
- _____ 10) Does the system have the ability to generate for each clinic or department, encounter templates with appropriate user-defined diagnosis and procedure descriptions and codes to allow easy medical provider entry?
- _____ 11) Does the system email user-defined appointment reminders?
- _____ 12) Does the system text user-defined appointment reminders?
- _____ 13) Does the system have the ability to schedule routine multiple appointments for certain patients for a period of greater than one year?
- _____ 14) Does the system automatically maintain a patient profile with procedures on patients with special problems, immunization, and allergies?
- _____ 15) Does the system search for first available provider (appointment) in each department?
- _____ 16) Does the system generate scheduling reports by physician, department and patient?
- _____ 17) Can the system generate no show lists on daily, weekly, and monthly basis?
- _____ 18) Can the system generate a report listing at-risk patients with missed appointments on daily, weekly and monthly basis?

-
- _____ 19) Is there a system to process scheduled and walk-in visits?
 - _____ 20) Can the system globally block schedules for holidays and closings?
 - _____ 21) Does the system support individual schedule templates for each provider?
 - _____ 22) Can a user-defined time span or selected days be applied to a designated provider's schedule? (i.e. Every day for three months or every Tuesday from 5/1/07 - 6/30/07)
 - _____ 23) Can multiple schedule templates be created and stored until the effective date or start date?
 - _____ 24) Can an individual provider schedule or template be created and put on "hold" so they will not be immediately accessible for making patient appointments?
 - _____ 25) Can vacation, days off, full day cancellation, etc. be input by overriding the current provider schedule for that time (as opposed to having to remove all template items and appointments)?
 - _____ 26) Is the start/end of day for each provider and/or resource user-defined?
 - _____ 27) Can the start/end of day for each provider and/or resource be unique for each provider and/or resource?
 - _____ 28) Can each provider's schedule be viewed either by full detail (every time slot) or in summary form (each appointment type block with beginning and ending times for the time block only)?
 - _____ 29) Can a block of appointments or an entire day's schedule (including patients) be moved from one provider to another?
 - _____ 30) Can appointments be canceled and rescheduled from the provider schedule screen?
 - _____ 31) Can the entire schedule for one provider for one day be viewed on the screen?
 - _____ 32) Can a specific appointment be selected from all appointments for a selected provider (over an indicated date/time span)?
 - _____ 33) Does the system allow the system manager to maintain (add, delete and edit) a table of user-defined appointment type codes and time associated with each appointment type code?
 - _____ 34) Does the system prevent users from scheduling an appointment after the desired appointment time has passed?
 - _____ 35) Can a new patient record be created with minimal data if there is no patient record on file?
 - _____ 36) Can multiple consecutive time slots be blocked for a single appointment?
 - _____ 37) Can an appointment be cancelled and rescheduled without requiring re-entry of original data?
 - _____ 38) Does the system scan for available appointments that meets patient criteria (provider/date/day of week/time/appointment type/date range) individually or in combination?
 - _____ 39) Can end users easily move from provider schedule fragments (mornings, for example)

to the rest of the day (afternoons, for example) for all providers on the screen?

- _____ 40) Can end users easily scroll from one page of provider schedule fragments to other providers in the same group with the same appointment type available?
- _____ 41) Can end users easily view appointment detail for patients already scheduled, including multiple bookings?
- _____ 42) Does the system track cancellations, no shows, reschedules?
- _____ 43) Is there a screen or view that displays all past and pending appointments for a given patient?
- _____ 44) Can end users easily specify a group of providers to bring up to make an appointment instead of an individual provider?
- _____ 45) Does the system flag forms that the patient needs to submit (patient demographics, parental consent, proof of immunization, etc.) so operator can remind the patient when making an appointment?
- _____ 46) Does the system track a provider's request for a follow-up visit to the patient follow-up appointment once it is made and to the actual encounter once it takes place?
- _____ 47) Can patient recall data be entered, tracked and managed by the system?
- _____ 48) Is patient recall data tracked to recall appointment and encounter?
- _____ 49) Does the system have an appointment history screen showing all past and pending appointments?
- _____ 50) Can the system scan all appointment slots for a given date/time, but restrict by appointment type, open appointment, particular group of providers, etc.?
- _____ 51) Can appointments for Clinics, Specialty Clinics, Programs, Ancillary services, Physical Therapy, Health Education, immunizations, etc., be scheduled?
- _____ 52) Can appointments be cancelled and rescheduled from the patient appointment screen?
- _____ 53) Are appointments and walk-ins differentiated?
- _____ 54) Can an end-user edit and change the parameters of an appointment (appt. time, comment, etc.) without rescheduling?
- _____ 55) Does an end-user have the ability to assign user-defined status labels to a patient (arrived, checked-in, chart pulled, interviewed, lab complete, x-ray complete, etc.)?
- _____ 56) Are patient appointment displayed in a user-defined color as status changes?
- _____ 57) Is there an automated means of locating open appointment slots that result from no-show patients?
- _____ 58) Does the system have the ability to automatically/manually cancel appointments if the patient does not register/check in at the user-specified time?
- _____ 59) Can the system automatically change the color of a no-show appointment (in a displayed appointment schedule)?
- _____ 60) Does the schedule screen update in real-time?
- _____ 61) Does the system update the screen of other users as changes take place and 'locks' a

field so that 2 users cannot update the same information simultaneously (i.e. 2 users attempting to fill the same appointment slot)?

b. Patient self-scheduling

- _____ 1) We want our patients to be able to make their own appointment within user-specified parameters. Is there an online patient scheduling module?
- _____ 2) Is the online patient scheduling module web-based?

c. Reporting

Does the system produce user-defined (daily, weekly and monthly) reports showing:

- _____ 1) Number of scheduled encounters
- _____ 2) Number of walk-ins
- _____ 3) Number of cancellations
- _____ 4) Number of no-shows with patient name
- _____ 5) At-risk patients who no-show
- _____ 6) Habitual no-show patients
- _____ 7) Complete lists of all appointments for following day by time, including patient name/Social Security Number, provider name, and time of appointment. Ability to order by terminal digit Social Security Number
- _____ 8) Current pending appointment list by patient
- _____ 9) Current pending appointment list by appointment type for designated time span
- _____ 10) Current pending appointment list by provider for designated time span
- _____ 11) Current available appointment list by provider for designated time span
- _____ 12) All no shows and cancellations by patient
- _____ 13) Daily appointment/walk-in tally

2. PATIENT DEMOGRAPHIC RECORD

a. Does each patient demographic record contains the following data?

- _____ 1) Account creation date
- _____ 2) CMS Internal patient number
- _____ 3) Medical record number
- _____ 4) First name
- _____ 5) Middle name (user-defined to accommodate at least three middle names)
- _____ 6) Last Name
- _____ 7) Nickname
- _____ 8) Local Address
- _____ 9) Permanent Address
- _____ 10) Local Phone
- _____ 11) Permanent Phone
- _____ 12) Mobile Phone

-
- _____ 13) Email address
 - _____ 14) 2nd email address
 - _____ 15) Sex
 - _____ 16) Date of birth
 - _____ 17) Social Security Number
 - _____ 18) Driver's License number and issuing state
 - _____ 19) Marital Status
 - _____ 20) Ethnicity - 2 characters, alphanumeric
 - _____ 21) Nationality
 - _____ 22) Occupation
 - _____ 23) Employer & Employer Phone
 - _____ 24) Emergency contact – relationship, name, address, phone
 - _____ 25) Guardian – relationship, name, address, phone
 - _____ 26) Eligibility status
 - _____ 27) Eligibility status expiration date
 - _____ 28) High-risk codes
 - _____ 29) Payor numbers with valid dates (minimum of 3)
 - _____ 30) Guarantor I.D. code (minimum of 3)
 - _____ 31) Relation to guarantor (minimum of 3)
 - _____ 32) Re-registration date (date to re-qualify)
 - _____ 33) Census tract
 - _____ 34) Number of dependents

 - _____ 35) "Program" codes of six alphanumeric characters to identify program sponsoring patient services.
 - _____ 36) Adjustment codes two alphanumeric characters for prepaid, full pay, etc.
 - _____ 37) Twenty-five undefined user fields
 - _____ 38) Family income, pay classification code
 - _____ 39) Referral code
 - _____ 40) Transportation service requirement report
 - _____ 41) Registration clerk ID number
 - _____ 42) Provider identifier code (for continuity purposes)
 - _____ 43) List of encounter numbers
 - _____ 44) Policyholder name
 - _____ 45) Policy carrier
 - _____ 46) Policy number
 - _____ 47) Plan Number
 - _____ 48) To: - From: dates
 - _____ 49) Visit Copay
 - _____ 50) Deductible
 - _____ 51) Insurance Company contact info – name, phone, fax, contact person

b. Patient Listing

Does the system print patient listings by?

- _____ 1) Adjustment type
- _____ 2) Billing class
- _____ 3) Charge type
- _____ 4) Diagnosis type
- _____ 5) Patient type
- _____ 6) Payment type
- _____ 7) Procedure type
- _____ 8) Clinic
- _____ 9) Collection Agency
- _____ 10) Contract
- _____ 11) Department
- _____ 12) Diagnosis

- _____ 13) Provider
- _____ 14) Employer
- _____ 15) Ethnic Group
- _____ 16) Hospital
- _____ 17) Insurance
- _____ 18) Location (of service)
- _____ 19) Nationality
- _____ 20) Place of service
- _____ 21) Race
- _____ 22) Referral physician
- _____ 23) Specialty
- _____ 24) Census tract
- _____ 25) Pay code
- _____ 26) Zip code range
- _____ 27) Other (list)

c. Duplicate Accounts

- _____ 1) **[REQUIRED ITEM]** Does the system check for probable duplicate patient name/numbers?
- _____ 2) Does the system combine duplicate patient accounts on a per patient basis?
- _____ 3) Does the end user decide which account to delete and which one to retain?
- _____ 4) Is appointment history automatically transferred from the duplicate account to the original account?
- _____ 5) Is charge history automatically transferred from the duplicate account to the original account?
- _____ 6) Is medical information automatically transferred from the duplicate account to the original account?
- _____ 7) Is the remaining (original) account is marked as one that has been combined?

d. Eligibility

- _____ 1) **[REQUIRED ITEM]** Does the system automatically verify current patient eligibility?
- _____ 2) Can the eligibility code (ex. Not Eligible) be set to stop the registration process for a given patient?
- _____ 3) Can the eligibility code (ex. Not Eligible) be set to stop further record creation for a given patient?
- _____ 4) When accessing or manipulating an ineligible patient, is there an audible tone/warning that indicates ineligibility to the end user?
- _____ 5) Is the eligibility status displayed on the registration screen?
- _____ 6) Is there a minimum of 50 eligibility status designations?
- _____ 7) Does each eligibility status have an expiration date?
- _____ 8) Does eligibility expire when the expiration date has passed?

9. Can the eligibility code be manually overwritten?

3. MEDICAL INFORMATION

Medical information is very important to the clinic. The system shall allow for entry of free form data as well as

results from the ancillary services. The system shall have the ability to generate a hard copy of on-line medical information. Pertinent information such as a capsule patient history and the last visit history shall be available on-line real time. Management of paper charts will continue until we transition to the EMR.

a. Requirements

- _____ 1) **[REQUIRED ITEM]** Does the system maintain medical history information with diagnosis history, medical procedures history, date of first visit and last visit, total number of visits and visit site?
- _____ 2) Does the system maintain a phone call consultation history?
- _____ 3) Does the system maintain the identity of the TAMHSC personnel that participated in phone call consultation?
- _____ 4) Does the system maintain history of laboratory and radiology work?
- _____ 5) Does the system maintain information on referrals to outside services including the tracking of referrals up to their return?
- _____ 6) Does the system maintain latest medication and immunization status?
- _____ 7) Does the system allow supplemental ICD coding with modifiers to identify diagnoses as possible, probable, resolving and rule-out in addition to narrative of diagnosis?
- _____ 8) Does the system allow selective archiving of medical history records by encounter date and patient status code (active status) to a historical database/archive?
- _____ 9) Can the system print a hard copy of lab results in the medical records office?
- _____ 10) Does the system interface with a pharmacy system to allow building patient medication profiles?
- _____ 11) Does the system interface with the Lab systems to allow building lab test profiles?
- _____ 12) Does the system provide a recent encounter history for progress notes, lab results and medication list?

b. Tracking and Management

- _____ 1) Does the system have the ability to assign a user-defined 'home' location to charts?
- _____ 2) Can charts be requested electronically?
- _____ 3) Can charts be marked as delinquent based on user-defined criteria?
- _____ 4) Can user-defined delinquent chart reports be printed?

c. Medical History

- _____ 1) Does the system support point of service entry of patient history and physical exam data?
- _____ 2) For each new patient, does the system captures and stores the following risk factors:
 - _____ a) Tobacco use and history including number of years and packs per day (PPD)

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- ☐ b) Alcohol use, history
 - ☐ c) Drug use, history
 - ☐ d) Occupational environment
 - ☐ e) Customizable fields
 - ☐ 3) For each new patient, does the system capture and store the following social history elements:
 - ☐ a) Marital Status
 - ☐ b) Occupation
 - ☐ c) Race
 - ☐ d) Socioeconomic Status
 - ☐ e) Native Language
 - ☐ f) Customizable Fields
 - ☐ 4) Does the system have the ability to import patient health history data?
 - ☐ 5) Does the system document prior hospitalization data including:
 - ☐ a) Admission and Discharge dates
 - ☐ b) Chief complaint
 - ☐ c) Admitting diagnosis / Other diagnoses
 - ☐ d) Procedures performed
 - ☐ e) Discharge summary
 - ☐ f) Discharge disposition
 - ☐ 6) Does the system document allergies such as:
 - ☐ a) Drug
 - ☐ b) Food
 - ☐ c) Drug-drug
 - ☐ d) Drug-food
 - ☐ e) Other (herbals/supplements)
 - ☐ 7) Does the system capture the history of immunizations including:
 - ☐ a) Prior
 - ☐ b) Given at a practice location

- ☐ c) Vaccination lot numbers
- ☐ d)
- ☐ 8) Is the system capable of linking or grouping records of other family members on file (group together dependents/spouses/domestic partners)?
- ☐ 9) The system collects and stores family history, including, but not limited to:
 - ☐ a) History of chronic diseases, including date of diagnosis
 - ☐ b) Disease status
 - ☐ c) Family member functional status
 - ☐ d) If deceased, date and cause of death

d. Patient Self-Registration

- ☐ 1) Does the system provide a component to allow patients to check themselves in for a scheduled appointment?
- ☐ 2) Does the system provide a component to allow patients to check themselves in as a walk-in patient?
- ☐ 3) Does the system utilize a magnetic stripe card/reader for self-registration?
- ☐ 4) Does the self-registration component verify appointment and time of check in?
- ☐ 5) Does the self-registration component verify name, address, phone number, email address?
- ☐ 6) Does the self-registration component allow students to change address, phone number, email address?
- ☐ 7) Is the self-registration component web-based?
- ☐ 8) Does the system provide a component to allow patients to electronically sign consent forms?

4. ENCOUNTER PROCESSING

The patient encounter system module shall provide real-time tracking. This system is important because it ties together all of the services provided by the clinic. It provides a method for making charges, entering the data necessary to follow procedures, and updating the medical records of patients. The encounter system also acts as a point of sale for collecting fees from patients.

a. Requirements:

- ☐ 1) **[REQUIRED ITEM]** Does the system allow patient and guarantor record access or search by any data field (i.e., name, social security number, internal (system) patient number, medical record number, telephone number, insurance and date of birth)?
- ☐ 2) **[REQUIRED ITEM]** Does the system record place of service, date, provider, procedure codes (CPT), responsible party, program, financial information, department and diagnosis (Current ICD codes and subsequent revisions of the standard)?
- ☐ 3) Does the system support printing a walkout billing form with previous balance and current charges at the time of service?

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- _____ 4) Does the system support fee discount schedules by program?
 - _____ 5) Does the system interact with discount tables for automatic calculation of discounts on patient charges?
 - _____ 6) Does the system record charges to appropriate revenue accounts at full fee rate and record appropriate discounts to corresponding deduction from patient fee revenue account?
 - _____ 7) Does the system provide for manual override of the default assignment of carrier/program code for charges at the time of service?
 - _____ 8) Does the system provide for manual override of the default assignment of carrier/program code for charges at the time of checkout?
 - _____ 9) Does the system track encounter forms by system assigned reference numbers (encounter number)?
 - _____ 10) Is a unique encounter number assigned to each patient visit (each time the patient is admitted/checked in to a clinic)?
 - _____ 11) Can the end user access and report on the unique encounter number?
 - _____ 12) Does the system record encounter data and charges by department, program and provider?
 - _____ 13) Does the system record encounters on patients on prepaid plans with normal and customary charge rate for later analysis?
 - _____ 14) Does the system track the number of "no show" encounters per patient?
 - _____ 15) Does the system flag the patient as a "no show" as subsequent appointments are made?
 - _____ 16) Does the system allow for override on "carrier" assignment to allow entry of an alternate carrier or program to be entered?
 - _____ 17) Does the system allow input of free text procedure comments?
 - _____ 18) Does the system allocate charges by program, department and financial classes for reporting and financial statements?
 - _____ 19) Does the system provide cash drawer and point of sale facilities for cashier to accept payment (cash, check, credit card, debit card, etc.) for services at each clinic site?
 - _____ 20) Does the system date and time stamp all encounters upon arrival and at the end of the visit?
 - _____ 21) Does the system have the ability to balance multiple cash drawers?
 - _____ 22) Does the system reconcile cash receipts and print deposit reports?
 - _____ 23) Does the system interface with a magnetic stripe/card swipe?
 - _____ 24) Does the system include a patient self-checkout function that will accept payments?
 - _____ 25) Is the patient self-checkout function web-based?

b. Care Plan

- _____ 1) Does the system have the capability to import/create, review, and amend information about the desired single or multi-disciplinary long / short-term goals and objectives that will be accompanied by the care plan?
- _____ 2) Does the system have the capability to import/create, review, and addend information about:
 - _____ a) The provider's explanation and the patient's understanding of the recommended and/or alternative care plan options.
 - _____ b) The medical orders, which authorize the execution of the selected, care plan.
 - _____ c) The collection of specimens (body fluids, tissue, etc.) from the patient to be used for diagnostic or treatment purposes.
 - _____ d) The actions taken to safeguard the patient to avert the occurrence of morbidity, trauma, infection, or condition deterioration.
- _____ 3) Does the system have the capability to import/create, review, and amend information about the proposed set of single or multi-disciplinary care plan options that are based upon expected outcomes

5. ORDER ENTRY AND MANAGEMENT

This functionality included in this module shall apply to the Laboratory, Pharmacy, and Radiology sections described in detail below

a. Requirements

- _____ 1) **[REQUIRED ITEM]** Does the proposed system include an electronic order entry feature?
- _____ 2) Can the proposed system be interfaced with other systems (Lab, Pharmacy, & Radiology) through a standard, real time, two-way interface?
- _____ 3) Does the system accommodate the rules-based ordering?
- _____ 4) Does the system accommodate the electronic ordering of consults?
- _____ 5) Does the system accommodate the electronic ordering of medications?
- _____ 6) Does the system accommodate the electronic ordering of nursing instructions?
- _____ 7) Does the system accommodate the electronic ordering of diagnostic tests (laboratory, radiology, etc?)
- _____ 8) Does the system accommodate the electronic ordering of procedures?
- _____ 9) Does the system accommodate the electronic ordering of internal physician-to-physician referrals?

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- _____ 10) Does the system accommodate the electronic ordering of physician-to-physician referrals to external providers?
 - _____ 11) Can orders be printed for manual transmission?
 - _____ 12) Can orders be faxed to an external entity from within the system?
 - _____ 13) Can commonly used orders be displayed to assist in order placement? ex. 10 most popular
 - _____ 14) Does the system accommodate recurring orders?
 - _____ 15) Does the system accommodate standing orders?
 - _____ 16) Does the system accommodate reflex orders?
 - _____ 17) Are order summaries displayed to facilitate review/correction of orders prior to transmission?
 - _____ 18) Does the system detect duplicate orders and issue visual/auditory warning to the individual attempting to place the order?
 - _____ 19) Does the system accommodate the electronic signature of orders?
 - _____ 20) Can the system require an electronic signature be present before order is transmitted?
 - _____ 21) Can order sets be created by TAMHSC personnel?
 - _____ 22) Can order sets be defined by provider?
 - _____ 23) Can orders be presented alphabetically?
 - _____ 24) Can orders be presented by system?
 - _____ 25) Can orders be presented by CPT code?
 - _____ 26) Can order lists be searched by description fragment?

6. LABORATORY

This module is currently required to interface ClinLab Laboratory Information System (LIS) functions with the EHR. This module shall allow the physician or nurse in the clinic to send automated requests to the ClinLab LIS, check the status of the request, and receive a notice when the exam is complete.

a. Requirements

- _____ 1) Is there an HL7 Compliant interface?
- _____ 2) Does the system document and track lab orders?
- _____ 3) Does the system have the ability to assign a minimum of 6 status labels to a lab order/requisition?
- _____ 4) Is there on-screen access to patient demographic data, including eligibility and

comments from within the lab module?

- _____ 5) Is there a real-time status screen that lists ordered tests and their status?
- _____ 6) Can a hard copy of test results be printed in remote locations (i.e. medical records)?
- _____ 7) Is there a user-defined requisition status that can be changed (ordered, sample collected, cancelled, provider reviewed, and Results Final)?
- _____ 8) Does the system create and post charges as status of the lab order changes?
- _____ 9) Is charge posting prompted by a status code change (like time of collection or finalized)?

b. Electronic requisitions

- _____ 1) **[REQUIRED ITEM]** Does the system accommodate the transmission of electronic requisitions sent from in-house providers?
- _____ 2) Can order sets be created by authorized end-users?
- _____ 3) Does the system accommodate the transmission of electronic requisitions sent from remote providers?
- _____ 4) Are electronic requisitions accompanied by a user-defined printed requisition?
- _____ 5) Can requisitions and labels be reprinted without re-ordering the test?
- _____ 6) Can specimen labels that conform to lab specifications be generated at the time of order?
- _____ 7) Can a provider view the status of ordered lab work?
- _____ 8) Does the system accommodate the transmission of panels? (Order via a single test code of one or more lab tests)
- _____ 9) Is there a free text comment field for special instructions?
- _____ 10) Do electronic requisitions include:
 - _____ a) Requesting Provider's name
 - _____ b) Patient name
 - _____ c) Clinic name
 - _____ d) Date of request
 - _____ e) Report template for entry of test result values
 - _____ f) Encounter number

c. Receiving results

- _____ 1) Does the system receive test result data from labs on a real-time basis?
- _____ 2) Does the system provide a screen that allows the provider to view the results of finalized lab work?
- _____ 3) Are lab panels supported in the results portion of the interface?
- _____ 4) Can a single request for a lab panel return multiple results back to the EHR?
- _____ 5) Is there an automated means of notifying the ordering provider of an abnormal lab

result?

- _____ 6) Is there an automated means of notifying the ordering provider that results have been received and are ready for review?
- _____ 7) Are abnormal results highlighted or otherwise made obvious to the end-user?
- _____ 8) Are results accessible from the patient summary screen?
- _____ 9) Can results be selected and copied into a progress note?
- _____ 10) Are progress notes automatically updated when result information is received?
- _____ 11) Do electronic results include:
 - _____ a) Requesting Provider's name
 - _____ b) Patient name
 - _____ c) Clinic name
 - _____ d) Date of request
 - _____ e) Date of service
 - _____ f) Time of service
 - _____ g) Status of the results (pending, finalized, etc.)
 - _____ h) Name of lab staff that posted the results
 - _____ i) Indication of abnormal results
 - _____ j) Normal values
 - _____ k) Report template for entry of test result values
 - _____ l) Encounter number

d. Lab Charges

- _____ 1) Is there a user-defined requisition status that can be changed (ordered, patient presents, test finalized)?
- _____ 2) Does the system create and post lab charges as the status of lab test changes?
- _____ 3) Is charge posting prompted by a status code change (like time of collection or finalized)?
- _____ 4) Is there a one to one pairing of test descriptions and other information across the interface? (If lab sends a CBC and its associated charge back to the EHR, is the description (CBC) maintained? We do not want charges to have a generic description like 'Lab Charge')
- _____ 5) Can the system create and post lab post charges at the time of collection?
- _____ 6) Can the system create and post lab charges before a test is sent to lab?
- _____ 7) Can the system create and post lab charges after a test is sent to lab?

e. Reporting

Can the following reports be generated?

- _____ 1) Lab charges by patient
- _____ 2) Lab charges by terminal digit SSN
- _____ 3) Lab charges by date and date range

-
- _____ 4) Lab charges by ordering provider
 - _____ 5) Finalized tests by test type
 - _____ 6) Total activity
 - _____ 7) Supplies used
 - _____ 8) Repeat tests
 - _____ 9) Out of normal limits test results
 - _____ 10) Other (list)

f. Pharmacy Interface

- _____ 1) Is there an interface to pharmacy Software?

g. Electronic prescriptions

- _____ 1) Does the system document and track prescriptions ordered through the EHR?
- _____ 2) Does the system document and track prescriptions ordered through the CMS?
- _____ 3) **[REQUIRED ITEM]** Can electronic prescriptions be sent from in-house providers?
- _____ 4) **[REQUIRED ITEM]** Can prescriptions for controlled substances be sent electronically from in-house providers?
- _____ 5) Can electronic prescriptions be sent from remote providers?
- _____ 6) Are electronic prescriptions accompanied by a user-defined printed prescription?
- _____ 7) Can prescriptions and labels be reprinted without re-ordering the prescription?
- _____ 8) Can prescriptions be faxed from within the system?
- _____ 9) Does the system generate user-defined printed prescriptions that conform to State of Texas specifications?
- _____ 10) Does the system have a free text comment field for special instructions?
- _____ 11) Can an authorized user initiate a refill and route it to the provider for signature?
- _____ 12) Can the proposed system automatically update the progress note with prescription information?
- _____ 13) Can a set of medications be associated with a diagnosis for quick order entry?
- _____ 14) Is the provider notified/alerted to the following when an order is placed:
 - _____ a) Drug – Allergy reactions
 - _____ b) Drug – Drug reactions
 - _____ c) Drug - food reactions

7. RADIOLOGY**a. Requirements**

- _____ 1) Does the system document and track radiology orders?
- _____ 2) Is there on-screen access to patient demographic data, including eligibility and comments?
- _____ 3) Does the system have the ability to assign a minimum of 6 status labels to a requisition?
- _____ 4) Is there a user-defined requisition status that can be changed (ordered, patient presents, exam complete, provider reviewed, and interpretation by Radiologist)?
- _____ 5) Does the system create and post charges as status of exam changes?
- _____ 6) Is charge posting prompted by a status code change (like time of collection or finalized)?
- _____ 7) Is there a real-time status screen that lists ordered exams and their status?

b. Radiology Interface

- _____ 1) Is there an HL-7 compliant interface?
- _____ 2) Does the interface utilize DICOM standards and protocols?
- _____ 3) Does the EHR receive requisition and charge data from the interfaced radiology system on a real-time basis?

c. Electronic Requisitions

- _____ 1) **[REQUIRED ITEM]** Does the system accommodate the transmission of electronic requisitions from in-house providers?
- _____ 2) Does the system accommodate the transmission of electronic requisitions from remote providers?
- _____ 3) Are electronic requisitions accompanied by a user-defined printed requisition?
- _____ 4) Is there a free text comment field for special instructions?
- _____ 5) Can requisitions be reprinted without re-ordering the exam?
- _____ 6) Can a provider view the status of radiology requests?
- _____ 7) Do electronic results include:
 - _____ a) Requesting Provider's name
 - _____ b) Patient name
 - _____ c) Clinic name
 - _____ d) Date of request
 - _____ e) Date of service
 - _____ f) Time of service
 - _____ g) Status of the results (pending, finalized, etc.)

d. Reporting

Can the following reports be generated?

- _____ 1) Exam log by patient
- _____ 2) Exam log by date and date range
- _____ 3) Exam log by ordering provider

8. CASE MANAGEMENT

While there is not a separate referrals and consults system, we anticipate the ability to track them using the proposed system.

a. Requirements

1) Can the system capture the following referral information?

- _____ a) Type of Referral
- _____ b) Date
- _____ c) Reason
- _____ d) Provider

2) Can the system capture the following consult information?

- _____ a) Type of Consult
- _____ b) Date
- _____ c) Reason
- _____ d) Provider

_____ 3) Can the system track consultations and referrals?

_____ 4) Does the system have the capability to store consultant list by condition or specialty?

_____ 5) Does the system have the capability to provide participating provider lists by insurance coverage?

_____ 6) Does the system have the capability to generate a referral or consultation letter from encounter data?

9. PROGRESS NOTES

a. Requirements

- _____ 1) Can encounters be recorded electronically in some fashion?
- _____ 2) Can the electronic medical record be accessed during patient visits?

-
- _____ 3) Does the system allow full electronic availability of encounter-progress notes?
 - _____ 4) Does the system allow scrollable encounter-progress notes?
 - _____ 5) Does the system offer tested templates for the creation of encounter-progress notes?
 - _____ 6) Can the encounter note be locked to prevent editing?
 - _____ 7) Do security controls ensure a note cannot be deleted or altered after the note has been signed (electronically)?
 - _____ 8) Does the system offer system administrator customization of the encounter-progress note template?
 - _____ 9) Are the templates easily modified?
 - _____ 10) Can the templates be modified (by the system administrator) without vendor intervention?
 - _____ 11) Can the templates be grouped into sets or specialties?
 - _____ 12) Can the templates access be restricted/permitted by provider?
 - _____ 13) Does the proposed system require the electronic signature of progress notes?
 - _____ 14) Can the signature be 'required' before the allowing the user to continue?
 - _____ 15) Can progress notes be automatically forwarded to a supervising physician?
 - _____ 16) Based on provider, can notes require a co-signature by the supervising physician?
 - _____ 17) Can an existing note be attached to a new note?
 - _____ 18) Can an existing note be duplicated within a new note?
 - _____ 19) Are the notes searchable by free text phrases?
 - _____ 20) Does the proposed system accommodate the use of voice recognition technology for input of progress notes?
 - _____ 21) Is a spelling checker incorporated into the progress note entry program?
 - _____ 22) Is a medical terminology dictionary incorporated into the progress note entry program?
 - _____ 23) Can progress notes be sorted in chronological and reverse-chronological order?
 - _____ 24) Does the progress note indicate:
 - _____ a) Duration of encounter
 - _____ b) Type (e.g., scheduled vs. work-in, etc.)
 - _____ c) Facility type
 - _____ d) Provider involved

-
- _____ e) Chief complaint
 - _____ f) The history of present illness
 - _____ g) Physical examination findings
 - _____ h) Procedures performed and planned
 - _____ i) Lab performed and planned
 - _____ j) Diagnoses
 - _____ k) Provider goals
 - _____ l) Patient goals
 - _____ m) Medications prescribed
 - _____ n) Patient education materials provided
 - _____ o) Consultations/referrals
 - _____ p) Condition or status
 - _____ q) Follow-up plans
 - _____ r) Other? (please list)
- _____
- _____

b. Health Maintenance

- _____ 1) System has the capability to display health maintenance prompts on the summary display.
- _____ 2) System includes user-modifiable health maintenance templates.
- _____ 3) System includes patient tracking and reminder capability (patient follow-up).
- _____ 4) System allows for initial authoring and revising of clinical practice guidelines.

c. Patient Education

- _____ 1) System includes library of patient education
- _____ 2) System has the capability of providing printed patient education material in culturally appropriate languages on demand or automatically at the end of the encounter.
- _____ 3) System supports capability of attaching patient education materials to relevant progress note templates.
- _____ 4) System includes the capability to develop patient instructions for a variety of treatments and services delivered by providers.
- _____ 5) System allows patient instructions to be selected from a pull down list.

- _____ 6) System allows patient instructions to be printed at the end of the encounter.

d. Decision Support

- _____ 1) Does the system utilize health data from all sections of the chart to provide decision support to providers?
- _____ 2) Does the system trigger alerts to providers when individual documented data indicates that critical interventions may be required?
- _____ 3) Does the system automatically trigger an alert upon documentation of a diagnoses or event required to be reportable to outside agencies including the Centers for Disease Control and Prevention (CDC) and State health and mental hygiene departments?
- _____ 4) Are the 'reportable events' mentioned above user defined?
- _____ 5) Does the system automatically trigger an alert upon documentation of patient health data for a member of an existing medical registry or disease management program?
- _____ 6) Are the system's alert/reminder functions are driven by appropriate multi-disciplinary clinical guidelines?
- _____ 7) Does the system allow customized studies to be performed utilizing individual and group health data from the electronic record?
- _____ 8) Does the system incorporates preventive medicine questionnaires to be completed by clinicians and if applicable, patients, during the encounter?

10. MESSAGE SYSTEM

a. Requirements

- _____ 1) Will the system support a completely paperless operation?
- _____ 2) System supports practice-wide integrated electronic mail/messaging system capabilities for users:
- _____ a) Comprehensive telephone messages can be recorded and forwarded to medical assistant or physician for follow-up
- _____ b) Telephone messages can be attached to the record
- _____ c) User messages can be accessed from any workstation
- _____ d) Urgent messages are highlighted
- _____ e) System maintains telephone call history.
- _____ 3) System has capability to manage telephone messages for prioritization and follow-up by physicians and nurses/medical assistants.
- _____ 4) System has an electronic in-box that providers can open to review unsigned notes or laboratory results.
- _____ 5) System has capability to forward to nurse/medical assistant signed notes, results or

transcription for follow-up action.

11. PRACTICE ANALYSIS

Practice analysis and reporting is important to allow for detailed custom reporting on strategic issues of operation of the clinic.

a. Requirements

- _____ 1) **[REQUIRED ITEM]** Does the system provide flexible reporting of diagnoses (i.e. by provider, department, program site or Health Center total)?
- _____ 2) **[REQUIRED ITEM]** Does the system provide flexible reporting of procedures (i.e. by provider, department, program, site or Health Center total)?
- _____ 3) **[REQUIRED ITEM]** Does the system provide flexible reporting of procedure charges by provider, department, program, site or Health Center total?
- _____ 4) **[REQUIRED ITEM]** Does the system provide flexible detail or summary reporting of diagnoses by single or multiple patient demographic parameters for any time period stored on the system?
- _____ 5) **[REQUIRED ITEM]** Does the system provide flexible detail reporting of procedures by single or multiple patient demographic parameters for a specific time period stored on the system?
- _____ 6) **[REQUIRED ITEM]** Does the system provide flexible custom report writing capability on patient encounter transaction file?
- _____ 7) **[REQUIRED ITEM]** Does the system use ICD coding system for diagnoses along with narrative diagnosis reporting and matching of in-house coding?
- _____ 8) Does the system produce reports of usage patterns?
- _____ 9) Does the system produce trending and analysis reports user-specific data (clinical data, demographic data, etc)?

b. Reporting

Does the system provide flexible detail or summary reporting of procedure charges by?

- _____ 1) Adjustment type
- _____ 2) Billing class
- _____ 3) Charge type
- _____ 4) Diagnosis type
- _____ 5) Patient type
- _____ 6) Payment type (cash, check, credit card, debit card, etc.)
- _____ 7) Clinic (up to 99 different clinics)
- _____ 8) Collection Agency activity and collections

-
- _____ 9) Special contracts (physicals)
 - _____ 10) Departments (Medical, OB/GYN, etc)
 - _____ 11) Diagnosis ranges (ICD Codes)
 - _____ 12) Provider
 - _____ 13) Program
 - _____ 14) Ethnic group
 - _____ 15) Hospital Referrals
 - _____ 16) Insurance provider
 - _____ 17) Location
 - _____ 18) Nationality
 - _____ 19) Place of service
 - _____ 20) Race (black, white, Hispanic, etc.)
 - _____ 21) Referral physician
 - _____ 22) Specialty
 - _____ 23) Census tract
 - _____ 24) Pay code (contracts)
 - _____ 25) Other (list) _____

12. REPORTING

Reporting is needed to allow standard reporting based on current user needs including custom reports. Such a system may be marketed as a report writer. The system shall allow detailed and summary reporting based on user entered search criteria. It shall allow for multiple filters and field searches and shall be easy to use with minimal training.

a. Requirements

- _____ 1) **[REQUIRED]** Does the system provide required reports by Health Resources and Services Administration for Federally Qualified Health Centers?
- _____ 2) Does the system provide a "query system" which allows a non-programmer to search the database for specific information based on their immediate needs?
- _____ 3) Does the query system allow for at least 15 parameters that may operate as filters, range limits, logical operators or mathematical operators?
- _____ 4) Does the system provide simple time/cost analysis for overall and department operations?
- _____ 5) Does the system accommodate use of a third party report writer? (i.e. Crystal Reports)

-
- _____ 6) Does the vendor supply a password that will allow us to access all data fields with a third party report writer? (i.e. Crystal Reports)
 - _____ 7) Can the system display/report date and time for all data?
 - _____ 8) Does the vendor supply a data map?
 - _____ 9) Can report parameters be saved?
 - _____ 10) Can report output be saved?
 - _____ 11) Can report data be downloaded/exported to Microsoft Word?
 - _____ 12) Can report data be downloaded/exported to Microsoft Excel?
 - _____ 13) Can report data be downloaded/exported to an ASCII text file?
 - _____ 14) Can reporting be scheduled and output automatically?
 - _____ 15) Can report output be duplicated?
 - _____ 16) Do reports have time as well as date parameters? (i.e. At 6:00 pm on 2/2/02, can an appointment list be printed as of 8:00 am on 2/2/02, showing what the schedule looked like before the day started?)

b. Reporting

The system shall be capable of retaining the data necessary and performing the sorting and adjustments necessary to produce reports and any others required by funding sources at the time of installation. The standard reports are to be maintained by software updates as required by changes in reporting needs:

List Standard Reports (continue list if needed):

- 1) _____
- 2) _____
- 3) _____
- 4) _____

13. Marketing

Reaching potential users of the clinic as well as maintaining contact with current clients requires the ability to generate user-defined patient contact lists, based on different parameters for varying uses. Such a capability is the aim of this section

a. Requirements

- _____ 1) Does the system print custom practice analysis reports based on user defined patient demographic variables?
- _____ 2) Does the system create name and postal address files that are compatible with standard PC-based word processing software for special mailings?
- _____ 3) Does the system create name and email address files that are compatible with standard PC-based email programs?

b. Reporting

Does the system print procedure and diagnosis analysis reports by department based on user-defined patient demographics such as?

- _____ 1) Age
- _____ 2) Sex
- _____ 3) Race
- _____ 4) Pay code
- _____ 5) Zip code
- _____ 6) Insurance carrier
- _____ 7) Program
- _____ 8) Referral source
- _____ 9) Other (list)

14. Immunization**a. Requirements**

- _____ 1) Can immunization records be accessed?
- _____ 2) Can immunization records be printed on a user-defined, system generated form?
- _____ 3) **[REQUIRED ITEM]** Do user-defined parameters determine immunization requirements?
- _____ 4) Do the immunization parameters have an effective date and an expiration date?
- _____ 5) Can unique sets of immunization requirements be based on matriculation date?
- _____ 6) Does the system accommodate the definition and management of up to 10 class years in immunization compliance logic?
- _____ 7) Does the system log and differentiate immunizations/vaccinations given on-site as well as off-site?
- _____ 8) Can unique requirements be defined for different groups of patients?
- _____ 9) Does the system track immunizations received for travel purposes?

-
- _____ 10) Does patient demographic information store an immunization compliance field?
 - _____ 11) Can the system automatically generate correspondence based on immunization status?
 - _____ 12) Can the system automatically generate email based on immunization status?
 - _____ 13) Can an individual be marked as exempt from immunization requirements?
 - _____ 14) Can a group of patients be marked as exempt from immunization requirements?
 - _____ 15) Can a reason be assigned to immunization requirement exemptions (i.e. religious, allergies, etc.)?
 - _____ 16) If a patient is not in compliance, or an immunization is overdue, is the end user is notified when an appointment is made or patient is checked in?
 - _____ 17) Does each immunization have the following items associated with it?
 - _____ a) Vaccine name
 - _____ b) Date administered
 - _____ c) Manufacturer
 - _____ d) Lot Number
 - _____ e) Expiration date (of immunization)
 - _____ f) Next dose due
 - _____ g) History of disease
 - _____ h) Other (list)

b. Reporting

Can the following reports be generated?

- _____ 1) Patients whose immunization information is incomplete
- _____ 2) Patients whose immunization information is complete
- _____ 3) Patients whose immunization compliance is expiring based on a user-defined date range?
- _____ 4) Other (list)

15. GENERAL CONSIDERATIONS

a. Requirements

- _____ 1) Will the system support a completely paperless operation?
- _____ 2) Does the system support all aspects of HIPAA

-
- _____ 3) Will the system allow a hybrid system with the computer printing the documents contained in the paper chart?
- _____ 4) Can the system preprint summary and encounter information before the patient visit?
- _____ 5) Is there a flexible report generation capability allowing customization of printing/structure of:
- _____ a) SOAP notes?
 - _____ b) Histories and physicals?
 - _____ c) Operative notes?
 - _____ d) Procedure notes?
 - _____ e) Admission orders?
 - _____ f) Letters?
 - _____ g) Prescriptions?
 - _____ h) Patient handouts?
 - _____ i) Summaries?
- _____ 6) Does the system offer full support of wireless and pen-based tablet computer access to the medical records?
- _____ 7) Can the system integrate with a digital dictation system to offer full support of transcriptionist activities?
- _____ 8) Is a medical spell checker included?
- _____ 9) Can the user create an electronic record at any time? (Without having patient demographics entered.)
- _____ 10) Does the system offer automatic recording of the dates of entry of items?
- _____ 11) Does the system record the dates at which items are to be reviewed?
- _____ 12) Does the system record which person does the coding?
- _____ 13) Does the system prompt users to complete unfinished reports?
- _____ 14) Does the system offer electronic association of codes to data? (Existing and future)
- _____ a) ICD-9-CM
 - _____ b) CPT
 - _____ c) ICD-10
 - _____ d) ICPC

-
- _____ e) ICHPPC
 - _____ f) SNOWMED
 - _____ g) UMLS
 - _____ h) DRG
- _____ 15) Is the proposed system delivered with a pre-loaded set of diagnosis (ICD-10) codes?
- _____ 16) Ability to apply specific data to codes?
- _____ 17) Is a thesaurus that is user definable (e.g., cold = URI = upper respiratory infection) provided with the system?
- _____ 18) Does the system offer updating of codes?
- _____ 19) Does the system include access to on-line medical research and literature databases such as MEDLINE, JAMA, GRATEFUL MED, and others.
- _____ 20) System includes ability to download information to MS Office – Word, Excel, Access for statistical information and analysis.
- _____ 21) System has capability to document release of information including recipient name, date, time and purpose of release.
- _____ 22) System allows tracking and easily retrievable reporting of all releases of information on each patient.
- _____ 23) From Patient Summary Screen, the provider may select Patient Letters. This option provides:
- _____ a) A list of patient letters that have been sent to or are on behalf of the patient
 - _____ b) A list of letters to be sent to patients at a future date (recall system)
 - _____ c) Letters that have been sent shall be displayed
 - _____ d) Miscellaneous correspondence
 - _____ e) Diagnosis and treatment letters
 - _____ f) Medicare waivers/notices
- _____ 24) System allows user to have the ability to view the contents of a specific letter.
- _____ 25) From Patient Summary Screen, the provider may select scanned images from outside sources including:
- _____ a) Letters/notes from patients
 - _____ b) Living Will
 - _____ c) Power of Attorney
 - _____ d) Disability/insurance forms

-
- ☐ e) Consent
 - ☐ f) Notice of Privacy
 - ☐ 26) System tracks patient receipt of notice of privacy that is easily retrievable.
 - ☐ 27) System supports provider-defined views and defaults, e.g. different views for different clinician users, tailored specialty views, and specific user views.
 - ☐ 28) System allows patient to enter select data through website or in office computer kiosk.
 - ☐ 29) System allows practice-controlled patient access to results, patient educational materials, etc.
 - ☐ 30) System allows scalability necessary to accommodate practice growth and additional locations.
 - ☐ 31) The system includes extensive error checking of all user input data, including, but not limited to:
 - ☐ a) ICD-9 (Check diagnosis against gender, age, other as necessary)
 - ☐ b) Procedure checking against diagnosis
 - ☐ c) Extensive date checking for validity as well as ensuring a valid chronological order of events

Appendix D

BUSINESS PROCESSES

1. Insurance / Billing

The insurance module should have the following capabilities:

- **[REQUIRED]** Electronic claim submission for Federally Qualified Health Centers
- Electronic claim submission to primary and secondary insurances
- Printing paper claim on standardized forms
- Importing and auto-posting of Electronic Remittance Advices (ERAs) from the clearinghouse
- Automatically transfer denied claims to a workable queue based on denial code or other parameters
- Time tracking and auto-billing of time-based programs, such as Chronic Care Management (CCM)
- FQHC billing component
- Ability to create insurance-specific rules for claim scrubbing
- Ability to perform a mass update to the fee schedule each year
- Track billing personnel productivity through weighted activities
- Track denials based on coder for individual accuracy reporting
- Date out visits for follow-up and move to a workable queue when follow-up is due

2. General Ledger

The system should have the capability to setup general ledgers based on physician or facility for financial reporting

3. Accounts Receivable

The accounts receivable and billing component should have the following capabilities:

- Batch print patient statements and dunning letters or file for export to 3rd party statement vendor
- Keep record dates that statements are generated for each patient in the patient's financial or registration record
- Post full or partial payments to patient accounts with the ability to split a payment between multiple visits
- Auto-apply payments to specific tickets or to oldest visit first
- Generate receipts
- Easily move visits through the collections process with each statement and dunning letter generated based on specific criteria, such as minimum amount, last payment date, etc.
- Batch write-offs to the Collection Agency
- Move visits in a status of Bad Debt or have some way to identify visits that have been sent to the Collection Agency
- Automatically age AR based on 0-30 days, 31-60 days, 61-90 days, 91-120 days, 120+ days
- Setup alert notes for patient accounts with current balances or bad debt balances
- Setup payment plans for patients
- Hard close at the end of each month to ensure previous months' financial activity cannot be modified

Reporting requirements:

- Ability to pull all financial reports by Date of Entry (DOE) or Date of Service (DOS)

-
- Aging AR reports by variety of criteria, such as by patient, provider, facility, insurance carrier, insurance group, financial class, etc.
 - Daily deposit slips (including EFT payments) for user-specified criteria, such as date range, user batches, facility,
 - Generate itemized Collection Agency Write-off report with guarantor and balance information to be submitted to Collection Agency
 - Charges, Payments, Adjustments report to be run based on a variety of user-specified criteria with multiple levels of detail
 - Identify when insurances are paying 100% of billed fee
 - Monthly financial summary detailing daily Charges, Payments, Adjustments, and ending AR for the specified month
 - Adjustment reports, including the ability to see itemized detail, based on user-specified data range
 - Export reports detailing claims/visits in a specific work queue
 - Identify patients on a specific insurance plan based on carrier or group #
 - Billing user productivity reports

Attachment A – HUB Subcontracting Plan

The HUB Subcontracting Plan Pages 1-10

All respondents are required to return a HUB Subcontracting Plan with their proposal. Failure to return a HUB Plan or if HUB Plan is not approved, your entire response will be disqualified.

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