

January 27, 2010

To: **Potential Offerors**

Subject: **Request for Quotations #FY 20-0310**

The East Hawaii Region, Hilo Medical Center (“HMC”), a division of the Hawaii Health Systems Corporation, an Agency of the State of Hawaii, is soliciting quotations for:

Employee Health Electronic Medical Record (EMR) System.

Detailed scope of services is attached.

If you or your firm is interested in providing these services, please provide a written quotation and response no later than **2:00 PM, HST, February, 28, 2020.**

The quotation must address and contain, at a minimum, the following:

1. A list of relevant experience with similar projects;
2. Resumes and related project experience of key personnel;
3. Technical Proposal describing software functionality.
4. Provide two (2) references of clients for whom the firm has provided similar services;
4. Written acknowledgement agreeing to provide the services and stating that you or your firm are qualified pursuant to requirements of the Scope of Services;
5. A detailed cost quotation outlining all costs with a breakdown of nonrecurring and annual fees (if any) for a five year contract period..

Please submit your quotation no later than the due date and time stated above to:

East Hawaii Region Contract Management
1190 Waiuanuenue Avenue
Hilo, Hawaii 96720-2020
Attn: Sam Nelson, Senior Contracts Manager

Quotations may be submitted via email to snelson1@hhsc.org or facsimile (808-933-2793) prior to the due date and time. Firms or individuals submitting quotations via email or facsimile shall provide an original signed hard copy to the address above within five (5) business days after the due date. East Hawaii Region will not provide any reimbursement for the cost of developing or presenting quotes in response to this RFQ.

Included for your review are the General Conditions, which will be part of any subsequent contract that may be awarded.

Proposals will be evaluated and award made to the firm with the best technical proposal that meets the budget constraint.

Please direct all inquiries pertaining to this request for quotation to my attention, at 808-933-3113 or via email at snelson1@hhsc.org. Thank you for your interest in working with the East Hawaii Region of the Hawaii Health Systems Corporation.

Regards,

Sam Nelson
Senior Contracts Manager
Hilo Medical Center

Enclosures

HAWAII HEALTH SYSTEMS CORPORATION GENERAL CONDITIONS (SHORT FORM)

OTHER TERMS AND CONDITIONS. The General Conditions (Short Form) are attached hereto and made a part of this Agreement. In the event of a conflict between the General Conditions (Short Form) and the vendor terms and conditions, the General Conditions (Short Form) shall control.

1. **CONTRACTOR EXCLUSION FROM FEDERAL PROGRAMS.** CONTRACTOR warrants that it and none of its employees, agents, or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (Section 1128 and 1128A), and other federal laws and regulations relating to health care. CONTRACTOR has an affirmative duty to verify the accuracy of this statement at least monthly and to inform HHSC in the event it is discovered that it is no longer true. HHSC reserves the right to verify that the above sentences are true and to immediately cancel this Agreement in the event they are violated.
2. **NONDISCRIMINATION.** No person performing work under this Agreement, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any federal, state, or county law or regulation.
3. **INDEMNIFICATION AND DEFENSE.** The CONTRACTOR shall defend, indemnify and hold harmless HHSC, the contracting facility and their directors, employees and agents from and against all liability, loss, damage, cost and expense, including all attorney's fees and costs, and all claims, suits and demands therefor, arising out of or resulting from any acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement for any reason.
4. **UNILATERAL RIGHTS OF HHSC.** HHSC may take the following actions in writing at any time during the pendency of this Agreement: (1) Terminate the Agreement in whole or in part for the convenience of HHSC. Any such termination shall be done in good faith and not arbitrarily or capriciously; (2) Order changes in the work within the scope of the Agreement; (3) Order changes in the time of performance of the Agreement that do not alter the scope of the work of the Agreement; (4) Suspend or stop the work provided for in the Agreement for a period not to exceed sixty (60) days. If any adjustments in price are occasioned by such actions on the part of HHSC, or by variations in quantity for definite or indefinite quantity Agreements, the price adjustments shall be made pursuant to the provisions of Section 103D-501(b), Hawaii Revised Statutes, or, for Agreements not governed by Chapter 103D HRS, then by mutual agreement of the parties.
5. **TERMINATION FOR DEFAULT.** If the CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified, or any extension thereof, or commits any other substantial breach of this Agreement, HHSC may terminate the CONTRACTOR'S right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. CONTRACTOR shall not be in default if the cause of the delay or failure in performance arises out of causes such as: acts of God, acts of a public enemy, fires, floods, epidemics or labor disputes.
6. **VOLUNTARY TERMINATION.** Either party may, in its sole discretion, terminate this Agreement without cause upon giving the other party at least sixty (60) days prior written notice. As of the effective date of termination, neither party shall have any further rights or obligations under said Agreement except: (1) As otherwise provided in this Agreement; (2) for rights and obligations accruing prior to the effective date of termination; or (3) rights arising as a result of any breach of the this Agreement.
7. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a State court of competent jurisdiction in Hawaii.
8. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations as the same may be amended from time to time, that in any way affect the CONTRACTOR's performance of this Agreement. This specifically includes Sections 103-55 and 103-55.5, Hawaii Revised Statutes, dealing with wages, hours and working conditions of employees of contractors providing services or construction. Other laws which may be applicable to contractors may include, but not be limited to: HRS Chapters 383, 386, 387, 392, and 393. It shall be the responsibility of the CONTRACTOR to determine applicability and comply with the law.
9. **WARRANTIES.** CONTRACTOR warrants that it has all legal rights, title and interest in all products or goods sold, leased or licensed to HHSC. CONTRACTOR also warrants that such products substantially conform to all descriptions, specifications, representations, schedules and publications of CONTRACTOR and/or orders. Unless the warranty period provided by CONTRACTOR is longer, CONTRACTOR warrants that all products provided by CONTRACTOR shall be free from defects in materials, performance, workmanship and design for a period of one year. The warranty period shall commence after Acceptance, as defined in this Agreement. CONTRACTOR further warrants that it will perform any services required under this Agreement with promptness, diligence and in accordance with prevailing standards in the industry to the reasonable satisfaction of HHSC.
10. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of services rendered to HHSC pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelve month period CONTRACTOR agrees as follows:
 - a. Until the expiration of four (4) years after the furnishing of such services, CONTRACTOR shall, upon written requests make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duly authorized representative, the Comptroller General, or the Comptroller General's duly authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the cost of such services; and

- b. If any such services are performed by way of subcontract with another organization and the value or cost of such subcontracted services is Ten Thousand Dollars (\$10,000.00) or more over a twelve month period, such subcontracts shall contain and CONTRACTOR shall enforce a clause to the same effect as paragraph 10.a immediately above.

The availability of CONTRACTOR'S and subcontractor's books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary by regulation. The provisions of these paragraphs relating to access to books and records shall survive the expiration or other termination of this Agreement regardless of the cause of such termination.

11. **CORPORATE COMPLIANCE PROGRAM.** A description of the Corporate Compliance Program of HHSC, including orientation materials, is posted on the HHSC internet site (www.hhsc.org). The CONTRACTOR, by signing this contract, acknowledges that it has read said description, and that the CONTRACTOR knows of the fact and substance of the Corporate Compliance Program, which governs operations at all facilities of the HHSC. The CONTRACTOR understands and agrees that employees, agents, contractors, and subcontractors performing any services at any of the HHSC facilities shall be fully subject to such Corporate Compliance Program, as may be amended from time to time, as well as all federal program requirements and applicable policies and procedures of HHSC and its facilities. The Corporate Compliance Program requires periodic training, including an orientation program, of all people who provide financial, business office, personnel, coding, medical records information systems and clinical services in the facility. The CONTRACTOR agrees to cause its employees, agents, contractors, and subcontractors who provide financial, business office, personnel, coding, medical records information systems, and/or clinical services at any of the HHSC facilities to review the posted orientation materials and participate in any compliance training programs HHSC may require.
 12. **BUSINESS ASSOCIATE ADDENDUM.** By signing this Agreement, CONTRACTOR acknowledges that CONTRACTOR may be a Business Associate of HHSC within the meaning of the federal privacy and security laws as stated in 45 C.F.R. Parts 160 and 164, Subparts A, C, and E. CONTRACTOR further acknowledges that CONTRACTOR has read the Business Associate Addendum, which is posted on the HHSC internet site (<http://bit.ly/HHSC-BAA>). If CONTRACTOR is a Business Associate as defined in the above laws, said Business Associate Addendum is hereby incorporated by reference and made a part of this Agreement as if fully repeated herein. By signing this Agreement, CONTRACTOR agrees to fully comply with, and be bound by, all terms set forth in the Business Associate Addendum, as it may be amended from time to time.
 13. **INSURANCE.** The CONTRACTOR shall obtain, maintain, and keep in force throughout the time of performance of services under this Agreement general and professional liability insurance issued by an insurance company authorized to do business in the State of Hawaii in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) aggregate. HHSC shall be named as an additional insured under the CONTRACTOR'S policies for any liability arising out of or resulting from occurrences during or in connection with the performance of the CONTRACTOR'S services under this Agreement. At the request of HHSC, CONTRACTOR will provide HHSC a certificate of insurance showing compliance with these provisions. CONTRACTOR shall carry workers' compensation insurance in accordance with applicable law.
 14. **CAMPAIGN CONTRIBUTIONS.** CONTRACTOR acknowledges that it is unlawful under Section 11-355, Hawaii Revised Statutes, unless specifically permitted under that law, for CONTRACTOR at any time between the execution of this Agreement through the completion of the Agreement to: (a) directly or indirectly make any contribution or to promise expressly or impliedly to make any contribution to any political party, committee or candidate or to any person for any political purpose or use; or (b) knowingly solicit any such contribution from any person for any purpose during any period.
 15. **ACCEPTANCE OF GOODS AND SERVICES.** HHSC shall accept goods and services or give CONTRACTOR notice of rejection within a reasonable time, notwithstanding any payment, prior test, or inspection. No inspection, test, delay or failure to inspect or test, or failure to discover any defect or other nonconformance with the specifications, shall relieve CONTRACTOR of any obligations under this Agreement or impair any rights or remedies of HHSC.
 16. **DISCOUNT AND REBATE.** CONTRACTOR hereby acknowledges its obligations to comply with any and all requirements imposed upon it as a seller under 42 U.S.C. Sec.1320a-7b(b)(3)(A) and 42 C.F.R. Sec. 1001.952(h) Discounts.
 17. **ACCESS TO HHSC NETWORK AND SYSTEMS.** CONTRACTOR may be given access to some of the HHSC computer network and systems in order to fulfill the terms of the Agreement. CONTRACTOR agrees to follow and to require all agents, employees, and subcontractors to also follow the Information Technology and Confidentiality policies summarized and posted on the HHSC Procurement internet site (www.hhsc.org/GC) and to comply with such other instructions as provided by HHSC in the use of HHSC computer systems. CONTRACTOR shall not use the HHSC systems or data for any purpose other than to fulfill its duties under this Agreement.
-

18. **COSTS AND EXPENSES.** Any reimbursement due the CONTRACTOR for per diem cost and transportation expenses under this Agreement is subject to the following limitations:

- a. Reimbursement for air transportation shall be actual cost or coach class airfare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the head of the purchasing agency is obtained, reimbursement for subsistence allowance (i.e., hotel and meals) shall be \$145 per day, which consists of \$85 for hotel and \$60 for food, computed on quarter days. No other travel or living expense (e.g., tips, entertainment, alcohol, etc.) shall be reimbursed by HHSC, other than those items listed in subparagraphs a and b, above. Invoices shall document the days of travel by including the name of the traveler, itinerary, airfare receipt, hotel receipt, and ground transportation receipts. All travel must be pre-approved by the HHSC technical representative.
- c. CONTRACTORS with an office located on the same island as the site of the services to be provided pursuant to this Agreement are not entitled to per diem or transportation expense reimbursement unless explicitly specified in the Agreement.

19. **PROMPT PAYMENT OF SUBCONTRACTORS.**

- a. **Generally.** Any money paid to a CONTRACTOR shall be disbursed to subcontractors within ten days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes regarding payment.
- b. **Final Payment.** Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract. CONTRACTOR shall comply with Haw. Rev. Stat. Chapter 103, as applicable.

20. **CONFIDENTIALITY OF MATERIAL.**

- a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the HHSC. It is acknowledged and agreed that all of the trade secrets, business plans, marketing plans, know how, data, contracts, including this Agreement, documents, scientific and medical concepts, billing records, personnel records, medical records of any kind, and referral sources for existing or future services, products, operations, management, business, pricing, financial status, valuations, goals, strategies, objectives and agreements of HHSC and any of its facilities, affiliates or subsidiaries, and all patient information in any form, whether written, verbal or electronic are confidential ("Confidential Information"); provided, however, that Confidential Information, with the exception of patient information, shall not include information that is in the public domain.
- b. All information, data, or other material provided by the CONTRACTOR to the HHSC is subject to the Uniform Information Practices Act, chapter 92F, HRS, as modified by chapter 323F.HRS.

21. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties by facsimile or electronically and such facsimile or electronic execution and transmission shall have the full force and effect of an original signature.

All fully executed counterparts, whether original executions or facsimile/electronic executions or a combination thereof, shall be construed together and shall constitute one and the same Agreement.

[End of Document]

SCOPE OF SERVICES

I. INTRODUCTION.

- A. The Employee Health (EH) department desires to procure an Employee Health Electronic Medical Record (EMR) System. Employee Health is responsible for ensuring that all personnel (employed hospital staff, contract/agency workers, students, vendors, volunteers, and Medical Staff Physicians) at East Hawaii Region (EHR) facilities meet all pre-employment hiring requirements before being scheduled to work or provide services.
- B. The EMR sought shall include configurable dashboards, access to patient medical records for review and sign-off by a Medical Review Officer, pop-up alerts, comprehensive data collection and ad hoc reports, streamlined coding and billing, appointment calendar with reminders, automated correspondences, training and support services, warranty and maintenance services, web-enabled and able to be accessible on any mobile device. The EMR system of storage (Cloud or on premise server) shall be HIPAA compliant.
- C. The awarded will be responsible for, and lead the effort to transfer existing Employee Health Medical Records from a paper-based filing system to electronic. In addition, Employee Health has approximately 5000 Medical records that is tracked in an Access Database.
- D. The EMR system shall be able to pre-populate the most often repeated patient information such as name, address, phone number, email, position, department, start date, end date, date of birth, place of birth, & Unique ID across all the EMR screens and forms. The EMR system shall provide EHR staff with the ability to setup security classifications, workflow, and to determine and control user access and privileges.
- E. The primary user of the EMR system sought will be approximately 3 Employee Health, 2 Regional HR, Medical Review officers and select Nursing staff. The EMR system shall provide the capacity for EH to upload documents into the EMR as needed.
- F. Currently EH sees approximately 2000 patients a year and all current Medical records are paper-based. Demographic data, health appraisal, and medical screening data are currently maintained in the EH database (Access database) which is updated by the EH clerk. Patients are all EHR personnel.
- G. Appointments are currently maintained in Outlook calendar with appointment card reminders given to patients. The EMR system shall replace outlook with a true scheduling system with automated appointment reminders.
- H. Annual Health Appraisals (AHA) are set up by groups that are assigned to a certain month. Reminders letters are manually generated from the EH Database. The EMR system shall be able to set up group reminders and generate letters.

II. PURPOSE.

- A. The purpose of this solicitation is to evaluate the Employee Health Electronic Medical Record system with the intent to award a robust EMR system that encompasses the functional areas that are described in detail below.
-

1. Medical Record Management

The EMR system sought shall have the ability to:

- a. Provide an electronic system of record keeping that would track health requirements and ensure compliance with regulatory agencies and Hawaii Health Systems Corporation (HHSC) policies,
- b. Perform electronic charting and sign-off,
- c. Provide a user-defined workflow,
- d. Track staff direct reporting relationships structures,
- e. Provide a mechanism for clinical staff to review all health history,
- f. Provide clinical staff with a dashboard that would bring up all current data,
- g. Provide a Self-Serve portal which is role specific (Patient, Physician, Manager, EH Staff),
- h. Allow automated billing with custom coding,
- i. Define and identify the types of appointments that personnel will need,
- j. Identify what type of forms are required for their Employee Health appointment,
- k. Allow mobile device compatible (such as iPad, iPhone, Android),
- l. Scan documents

2. In-Processing of New Personnel

The EMR System sought shall have the ability to:

- a. Schedule the initial Employee Health in-processing appointment with the new personnel,
- b. Enter demographic information into the EMR System either through employee portal or by EH personnel,
- c. Generate an email with link to complete pre-employment health forms, questionnaires and physical exam (if applicable) prior to initial appointment,
- d. Enable new personnel to check in electronically,
- e. Create follow up appointment and reminders,
- f. Identify and Alert EH Staff of any flags that may prevent or delay medical clearance (such as positive TB tests, untreated HBP, absence of required Physical exam, etc.),
- g. Alert new personnel and appropriate staff that they have been cleared to work

3. Annual Health Appraisal

The EH EMR System sought shall have the ability to:

- a. Create alerts and track when AHAs are due,
- b. Electronically notify personnel of their upcoming AHA via email,
- c. Automatically generate medical screening forms and questionnaires electronically prior to their scheduled appointment,
- d. Enable personnel to check in, with the ability to pre-populate core patient demographics based on existing data,
- e. Automatically generate custom letters (such as appointment reminders),
- f. Create alerts that would identify problem areas (such as positive TB test),
- g. System should recognize initial vs. ongoing annual health appraisals to generate the correct pre-appointment forms.

4. Reporting, Analytics and Dashboards

The EMR System sought shall have the ability to:

- a. Provide reporting needed to comply with Hawaii Department of Health, Occupational Safety and Health (HIOSH), Centers for Medicare and Medicaid Services (CMS), and The Joint Commission (TJC)
- b. Provide “canned” & ad hoc reporting on all data fields,
- c. Allow EH staff to extract reports to CSV or EXCEL files,
- d. Schedule routine queries,
- e. Allow EH staff to produce historical data,
- f. Allow for customization of User-defined fields to accommodate specific needs,
- g. Provide quality control reports to assist medical professionals in analyzing trends,
- h. Provide a starting base line of health and monitor as time passes for the Medical Surveillance Program.

5. Security and Audit Trails

The EMR System sought shall have the ability to:

- a. Create a log of all updates that captures the name of the person making the change, the date/time stamp of the change, as well as the old and the new value.

6. Mobile Device Enabled

The EMR System sought shall have the ability to:

- a. Utilize (Wi-Fi) mobile device to perform the following, but not limited to, EH functions:
 - a. Check In,
 - b. Questionnaire,
 - c. EH Administration.

7. Workflow

The EMR System sought shall have the ability to:

- a. Implement electronic workflow and paperless processes for Patients to sign in, EH staff to review and approve and for the Medical Review officer to review and sign-off on Medical records,
- b. Flexibility to accommodate and configure our own workflow that is specific to each health appraisal type.

8. System Interfaces/Integrations

The EH EMR System sought may have the ability to:

- a. Interface with Infor HRIS System

9. Hardware

THE EH EMR system sought may have the ability to:

- a. Scan of Medication Lot#
- b. Scan Employee ID Badge for quick check in

III. INFORMATION TECHNOLOGY (IT) SYSTEMS.

- A. Able to support Windows 7 and Windows 10
 - B. Compatible with Internet Explorer, Edge and Chrome
-