

Request for Proposals

For

Electronic Health Record System

May 15, 2019

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AGENCY OVERVIEW

Although the software will be used initially by ECI, Brighton's scope is more ranging and may eventually use the software.

BACKGROUND:

In the 1960s, it was common for doctors to tell parents of children with Down syndrome that their child would never walk or talk and would be better off living in permanent institutional care. Refusing to accept this as their child's future, Brighton Center was formed by a group of parents in 1969 as a school for children with Down syndrome (gaining non-profit status in 1966).

Brighton has evolved to meet the needs of children with all types of disabilities, achieved the city's 4-Star certification, National Association for the Education of Young Children accreditation and achieved Best Places to Work for multiple years by three different organizations. Brighton provides developmental and educational services for children with disabilities or developmental delays and their families through a learning center, home-based therapy services, counseling, case management, family support and more. Brighton has a solid reputation with 50 years in business, national recognition and strong community support. Through Brighton's three programs, the organization is restoring hope and celebrating the abilities of children with disabilities and their families in San Antonio/Bexar County each year.

POPULATION:

Through its various programs, Brighton Center serves over 3,875 children, ages 6 weeks to 12 years of age, each year. Additionally, 97% of the children served by Brighton have a disability or developmental delay. The other 3% are children without disabilities enrolled in our Early Childhood Education Program for the purposes of providing an inclusive setting. Demographic data includes: 61% male, 39% female; 55% Hispanic, 30% Caucasian, 4% African American, 1% Asian, 9% Unknown, 1% Other; 59% low to moderate income.

NEED:

Kids with disabilities and developmental delay start life at a disadvantage. Whether they were born early, into an environment that lacks stimulation or diagnosed with a disability, they start life behind their peers. Without the right help at the right time, children with disabilities end up falling behind their peers in development, academics and life.

• 1 in 6 children are born with a disability or delay

- 4,630 children are born in Bexar County every year with a disability or delay
- 34,000 children are in Special Education in Bexar County
- 17% is the estimated growth by 2026 in the population of people with Autism in Bexar County

MISSION:

Brighton Center provides family & community education and developmental services to children with disabilities or delays empowering them to achieve their individual potential making them successful in every community.

VISION:

To set a strong foundation for children of all abilities by being the preferred developmental and educational service provider for early childhood across Bexar County by 2021.

EARLY CHILDHOOD INTERVENTION PROGRAM:



The Early Childhood Intervention Program serves 1,897 children ages 0-3 and utilizes a series of therapies and other supports to help families increase the likelihood that their child will reach their developmental potential. Research has shown that the first 3 years of life are crucial to cognitive, social, language, and motor development. ECI staff works alongside families with the child in their natural environment, such as at home or child care center, where the child spends the majority of their time. The Early Intervention Specialist offers techniques to the families to incorporate various exercises and therapies into the child's everyday routine. Based on the need, ECI provides: Assistive Technology, Services & Devices, Audiology, Developmental Services, Early Identification, Screening & Assessment, Family Counseling, Family Education, Medical Services, Nursing Services,

Nutrition Services, Occupational Therapy, Physical Therapy, Psychological Services, Service Coordination, Social Work Services, Speech-Language Therapy and Vision Services. When the child turns 2, staff prepare the child and family for the transition to school. Of the children served, 98% make progress in at least one area of development.

EARLY CHILDHOOD EDUCATION PROGRAM:



The Early Childhood Education Program serves 198 children ages 6 weeks to 5 years by providing an inclusive child development center and preschool at 2 locations. Since 1996, Brighton Center's Early Childhood Education program has been supporting children with disabilities and their families. Brighton's Early Childhood Education Program prepares children with the academic, social, and developmental skills needed to be ready to successfully enter kindergarten. The program focuses on early literacy, math, speech, and language acquisition skills, as well as the critical social skills such as communication, problem-solving, and life skills for school success.

Brighton's ECE Program is one of only three child care centers in San Antonio that provides unique and supplemental services to children with disabilities, alongside children without disabilities and at an affordable price. The year-round program is unique in that it provides the opportunity for children with disabilities to learn, grow and play

alongside their typically developing peers. This allows for more significant gains in the development of children with disabilities. Additionally, children who do not have disabilities learn that each of us has gifts to offer and thus will grow into adults who accept all people.

Brighton's curriculum is based on a comprehensive, research-based curriculum called Frog Street Infant/Toddler and Pre-K. It is emergent, child-centered, and play-based. Each classroom in Brighton's nationally accredited ECE program offers individualized education plans and services to children with and without disabilities to ensure their developmental and educational needs are being met. Brighton's kinder-ready curriculum follows TEKS standards (Texas Essential Knowledge and Skills) so children are well prepared to enter kindergarten in the State of Texas. To ensure that children are developmentally and educationally on track, Brighton provides formal assessments of each child twice a year using the Desired Results assessment tool and then meets with parents to review their child's progress and make suggestions on ways to further their child's development. 100% of children in the program develop the skills necessary to enter traditional Kindergarten.

SPECIAL EDUCATION SUPPORT SERVICES PROGRAM:

The Special Education and Support Services Program serves 1,780 families with children ages 5-12. The program teaches parents of children with disabilities or delays about Special Education Laws and how they can advocate for the educational supports they need to be successful. The program was created and designed to help parents not only learn about the special education laws but also how their family "fits" into this law; how it can directly apply to helping their child have a positive and successful educational experience.

Since 2002, Brighton has been working to give parents of children with disabilities in Bexar County the information and skills they need to ensure that their child receives the education they have a right to under the law. Brighton's Special Education and Support program supports parents of children ages 5-12 who:

- 1) Are struggling in school and basic intervention strategies are not showing results,
- 2) Are already a part of the special education system but are not seeing progress towards their goals, and
- 3) Are receiving early intervention therapy services and have an identified disability or delay and will be transitioning into the school system.

By supporting this population of parents through trainings, one-on-one meetings and advocacy services, Brighton ensures that these children are receiving the proper assessments, evaluations and resources that the school system is required by law to provide, giving that child has every opportunity to earn a high school diploma.

Special Education Support services include:

- 1. Special Education 101: A workshop on understanding special education law and the basics of school advocacy.
- 2. The Autism Supplement of the IEP: A free 2-hour workshop specific to the Autism population that covers the Autism Supplement of the Individualized Education Plan.
- 3. Individualized Advocacy Support (IAS): Consultation meeting, records review, action plan and attendance with the parent at the ARD meeting.

GENERAL INFORMATION

Brighton Center anticipates awarding one three-year non-exclusive contract for the Services commencing on approximately June 15, 2019, with an option by Brighton Center to extend the contract for an additional one-year period. Any contract awarded as a result of this RFP may be referred to in this RFP as a "Contract", and any Proposer selected for a Contract award may be referred to herein as a "Successful Proposer".

Proposals shall be delivered via electronic mail attachment to:

Brighton Center

Lawrence Fischer, CFO

Ifischer@brightonsa.org

The Proposals shall be submitted no later than

June 15, 2019 at 4:00 PM CST ("Proposal Submission Deadline").

All Proposals must be received in Brighton Center's Accounting Department by the Proposal Submission Deadline. All Proposals **must** be sent via electronic mail by any agent or representative designated by the person or entity submitting the Proposal ("Proposer"). Brighton Center will determine the official time of receipt of Proposal using the time/date of receipt of the Proposal shown by Brighton Center's email server; upon request, a receipt shall be sent via electronic mail to the deliverer of the Proposal, which indicates the date and time it was received. Proposals sent via facsimile (or via any other method other than electronic mail as described above) will **not** be accepted. Proposals received after the Proposal Submission Deadline will not be considered.

Conditions

ACCEPTANCE/REJECTION OF PROPOSALS: Brighton Center reserves the right to accept or reject any and/or all Proposals, to waive informalities or defects in Proposals, or to accept such Proposal(s) as it shall deem to be of the best value to Brighton Center.

NEGOTIATION: Brighton Center further reserves the right to negotiate with those Proposers determined to have a reasonable chance of being selected. All such Proposers shall be afforded fair and equal treatment with respect to such negotiations, and no such Proposer shall be given information that would give that Proposer a competitive advantage over any other Proposer.

CANCELLATION: Brighton Center may also choose to cancel the RFP without award.

VALIDATION: Brighton Center may validate any information in a Proposal by using outside sources or materials. If validation discloses that information provided by a Proposer is deliberately false, the Proposal will be ineligible for consideration.

MODIFICATIONS: Brighton Center reserves the right to modify the general description and scope of the products and/or services described herein, by issuing written addenda describing any such modifications.

ADDENDA: Brighton Center reserves the right to modify, interpret and correct the RFP, and any modifications, interpretations, corrections or changes to the RFP and specifications shall be made by written addenda. Brighton Center's CEO or CFO shall have sole authority to issue addenda to this RFP. Addenda shall be provided to all who are known to have received a copy of the RFP. All such addenda become, upon issuance, an inseparable part of the specifications, which a Proposal must meet to be considered.

ALTERING PROPOSALS: Any corrections, deletions, or additions to Proposals must be made in writing and delivered by any method permitted in this RFP for delivery of a Proposal, to Brighton Center's General Counsel prior to the Proposal Submission Deadline. No oral, telephone, telegraphic, fax, e-mail, or other electronically transmitted corrections, deletions, or additions shall be accepted. The Proposer shall submit substitute pages as one original with the appropriate number of copies, with a signed letter documenting the changes and specific pages for substitution. The signature on the letter must be original and equal in authority to the signature(s) on the Proposal.

WITHDRAWAL OF PROPOSALS: A Proposal shall not be withdrawn or cancelled by the Proposer unless the Proposer submits a letter to that effect prior to the Proposal Submission Deadline. The signature on the withdrawal letter must be original and must be equal in authority to the signature(s) on the Proposal.

PUBLIC AVAILABILITY: All Proposals shall be open for public inspection after the Contract(s) is awarded and written notification is sent to all Proposers, except for trade secrets and confidential information contained in the Proposal that are clearly identified by the Proposer as such with red ink. Such information may still be subject to disclosure under the Public Information Act and other applicable law including, without limitation, opinions from the Texas Attorney General's Office.

SUBMITTED PROPOSALS: Submitted Proposals become the property of Brighton Center and will not be returned to the Proposer.

SALES TAX: Brighton Center is by statute exempt from payment of taxes applicable to the services described herein; therefore, proposals shall not include taxes.

LIMITATION OF LIABILITY: Brighton Center will not enter into any Contract that purports to in any way limit the amount of actual damages recoverable under the Contract.

SUCCESSFUL PROPOSER MUST COMPLY with all federal, state, county and local rules, codes, regulations, laws and standards. All products and/or services must be in compliance with federal, state, county and local rules, codes, regulations, laws, standards and executive orders as well as with all policies and procedures of Brighton Center. This Contract may be subject to Texas Government Code Section 2252.908, which prohibits governmental entities such as Brighton Center from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. By submitting a Proposal, Proposer agrees to fully comply with the requirements of Texas Government Code Section 2252.908, as applicable.

EXCEPTION/SUBSTITUTIONS: All Proposals meeting the intent of this RFP shall be considered for award. Proposers taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions clearly as a separately identifiable part of the Proposal entitled "Proposer's Exceptions". The absence of such a statement shall indicate that the Proposer has not taken exceptions and the Brighton Center shall hold the resultant Proposer(s), if chosen as the Successful Proposer, responsible to perform in strict accordance with the specifications, terms, and conditions of this RFP and the Contract. Brighton Center reserves the right to accept any and/or none of the exception(s)/substitution(s) as deemed to be in the best interest of Brighton Center.

SILENCE OF SPECIFICATIONS: The apparent silence of this RFP as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best practices of quality services and goods will prevail. All interpretations of this RFP shall be made on the basis of this statement.

LIMITATIONS: Any Proposer currently held in abeyance from or barred from the award of a federal or state contract may not contract with Brighton Center.

CONSIDERATION: For a Proposal to be considered, the Proposer must meet Brighton Center's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective Contract, and submit the completed Proposal according to the time frames, procedures, and forms stipulated by Brighton Center. Additionally, Proposers shall, at a minimum, be currently licensed/certified in the trade, where applicable, that matches the work being proposed.

CONFLICT OF INTEREST: No public official shall have interest in any Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: Proposer shall not offer or accept any gifts of value nor enter into any business arrangement individually with any employee, official or agent of Brighton Center.

INDEMNIFICATION: Successful Proposer shall defend, indemnify, and save harmless Brighton Center, and all of its trustees, officers, agents, and employees from all suits, actions, or other claims of any character, name and description (including, without limitation, any judgment cost awarded against and reasonable attorney's fees incurred by Brighton Center) brought for or on account of any losses, injuries or damages either allegedly or actually received or sustained by any person, persons, or property as either a direct or indirect result of the actions or omissions of Proposer, or its agents, arising out of or related to any Contract between Brighton Center and the Proposer.

ASSIGNMENT: Successful Proposer shall not sell, assign, transfer or convey its rights and/or obligations with respect to any Contract, in whole or in part, without Brighton Center's prior written consent.

INSURANCE: Successful Proposer shall maintain, at all times during its performance under the Contract, insurance coverage in not less than the following amounts per policy year:

General Liability: One million dollars (\$1,000,000) per claim;

Three million dollars (\$3,000,000) aggregate of all claims;

Automobile Liability: If a Successful Proposer-owned vehicle is used in the provision of Services,

Successful Proposer must maintain automobile liability insurance coverage in the amount of at least one million dollars (\$1,000,000) combined single limit, with

hired and non-owned coverage included;

If a Successful Proposer's employee's personal vehicle is used in the provision of Services, Successful Proposer's employee must maintain State of Texas required basic vehicle insurance coverage at all times.

Cyber and Errors and Omissions Liability: Must have a limit of \$2,000,000.00, covering liabilities arising

from a) product or service financial injury caused by a product or service defect or performance failure; b) technology-related injury caused by an errors or omissions and all series of continuous, repeated or related acts, errors or omissions; c) breach mitigation and notification expenses related to a privacy breach; d) and defense for liability from copyright infringement. Coverage also

includes reasonable legal litigation expenses.

Worker's Compensation: Must meet statutory limits. Worker's Compensation policies shall also include a waiver of subrogation in favor of Brighton Center.

Employer Liability: One million dollars (\$1,000,000) per accident;

One million dollars (\$1,000,000) per disease per employee;

One million dollars (\$1,000,000) disease policy limit; and such other insurance coverage, each to the extent required and, in such amounts, as may be reasonably required by Brighton Center or as may otherwise be required by applicable law.

Successful Proposer is responsible for obtaining and maintaining any riders or other documents necessary to ensure that the coverage described above includes the Services. A legally qualified insurance company acceptable to Local Authority must underwrite all insurance coverage listed above. Each policy shall contain a provision (to the extent legally permitted) that the insurance company shall give Local Authority as a certificate holder thirty (30) days written notice in advance of (a) any cancellation or non-renewal of the policy, (b) any reduction in the policy amount, (c) any deletion of additional insureds, or (d) any other material modification of the policy. If Successful Proposer is required to carry professional liability coverage and that professional liability coverage is a "claims made" policy, Successful Proposer shall maintain "tail" coverage with the same minimum coverage limits as stated above with respect to professional liability insurance until all possible statutes of limitations with respect to this Agreement (including, without limitation, with respect to performed by Local Authority) have expired. Upon the Effective Date of a Contract, upon any renewal or change in terms of any insurance policy required above in this section ("Insurance") and within ten (10) days of any request by Local Authority, Successful Proposer shall provide Local Authority with written evidence (i.e. certificate of insurance), acceptable to Local Authority, of all insurance coverage required herein.

CRIMINAL AND BACKGROUND CHECKS: Successful Proposer must ensure that none of its employees will provide Services at any Brighton Center Facility if that person has been convicted of any of the offenses listed in the Texas Health and Safety Code, Section 250.006(a).

ELIGIBILITY TO WORK IN THE UNITED STATES: Each Successful Proposer shall ensure that each person who provides Services under a Contract is eligible to work in the United States at the time he/she provides Services, and Successful Proposer shall document such eligibility and maintain such documentation for at least six (6) years after the Contract ends and make such documentation available to Brighton Center upon request.

Selection of Successful Proposer(s)

- Selection of the Successful Proposer(s), if made, will be based upon demonstrated competence, knowledge, qualifications and reasonableness of the proposed fee, where applicable, for the Services as evidenced by each Successful Proposer's qualified Proposal.
- 2. Brighton Center will make a good faith effort to contract with Historically Underutilized Businesses.

- 3. Issues concerning a specific Proposal(s) may be addressed by Brighton Center either in writing or through an individual telephonic, electronic or in-person meeting(s) with each applicable Proposer after an initial review of all Proposals. The interviews, if necessary, will be held after the Proposal Submission Date, and no Proposer participating in any such meeting shall be given information that would give that Proposer a competitive advantage over any other Proposer.
- 4. A selection, if made, will be based on the Proposal that provides best value to Brighton Center.
- 5. Brighton Center reserves the right to enter into multiple contracts with respect to the provision of any of the Services.

Performance Standards and Compliance

- Successful Proposer's products and/or services will be of a standard quality and level of
 professionalism expected of those businesses engaged in the delivery of similar products and/or
 services. The methods and means employed in the delivery of these Services must be of a standard
 that will withstand both public and private scrutiny, and be in compliance with all applicable laws,
 statutes, regulations and ordinances including, but not limited to, the Civil Rights Act of 1964, as
 amended, and the Americans with Disabilities Act.
- 2. Successful Proposer will ensure that no person, on the basis of race, color, national origin, religion, sex, age, disability, or political affiliation will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the policies of the Texas Health and Human Services Commission (HHSC), or Brighton Center.
- 3. Brighton Center reserves the right to retain all performance by any Successful Proposer, and to recover all consideration paid to any Successful Proposer pursuant to a Contract thus permitting forfeiture of such Contract, in the event that Proposer (a) was doing business at the time of submitting the Proposal or had done business during the 365 day period immediately prior to the date on which the Proposal was due with an undisclosed key person, or (b) does business with a key person after the date on which the Proposal is due and prior to full performance of the Contract and fails to disclose the name of any such key person in writing to Brighton Center within ten (10) days after commencing business with such key person.
- 4. Successful Proposer must have and maintain at all times during the existence of any Contract, any and all required federal, state, and/or local licenses with respect to the Services covered by the Proposal.
- 5. Successful Proposer will provide all necessary supplies, equipment, software, technology support and other items in order to perform the Services properly as defined in the Contract.
- 6. Any Contract may be terminated for any reason or without cause by Brighton Center by submission of written notice.
- 7. The Successful Proposer shall be required to verify eligibility to work in the United States using USCIS Form I-9 for all employees who will provide Services.

Schedule

May 15, 2019	Issue RFP
May 30, 2019	Last day to submit questions to Brighton Center CFO
May 31, 2019	Proposal submission deadline
June 15, 2019	Analysis of Proposals by Brighton Center and Invited Demonstrations and notify awardee.

PROPOSAL

Instructions and Guidelines

- 1. Please read the entire RFP prior to responding to any questions. This will help in understanding the layout of the sections and will eliminate duplicate answers and cross-referencing between answers.
- 2. Each Proposal MUST include a fully complete Attachment A with all requirements
- 3. Each Proposer MUST answer each of the items in this Proposal section completely by restating each item/question exactly as written and then providing a response. Do not change the order of the RFP. Text documents must be in Word format. Spreadsheets must be in Excel format. If a section is not applicable, explain why in the response area.
- 4. Proposer may attach additional materials as necessary to provide support information and details. All attachments must be identified for easy reference. If the question does not apply to either Proposer or the Proposal, simply and clearly mark "n/a".

Administrative/Business

- 1. Describe how your solution will support field or community-based staff with managing client visits at remote locations, such as home, schools, or other community locations. Describe how your solution handles the creation and management of
 - a. new form templates for clinical and administrative purposes; and
 - b. document attachments.
- Describe your solution's approach to managing the electronic medical record, including consent management, documentation pertaining to assignment of medical power of attorney, audits, and access to the record.

- 3. Describe your solution's approach to data analytics and report generation for both internal needs and State of Texas required reporting.¹
- 4. Describe your approach to management of billing operations and charge capture. (See requirements.

Technical

- 1) Describe your solution data architecture, including (see requirements:
 - a) What database product you use.
 - b) Where and how data is stored, how it is protected at rest and in transit, and how access is restricted for local and remote users.
 - c) Address how to create, access, write to and extract data from various structures as well as ways to add new data fields.
 - d) Address the solution's ability to make core tables available to third party analytics/reporting tools.
- 2) Describe the minimum and optimal hardware and software requirements to support your EHR system, including:
 - a) For end user devices, this should include minimum OS version, browsers supported on various devices, minimum browser version, minimum RAM and hard drive requirements.
 - b) Address which type of end user devices you support including: computers, laptops, tablet computers, and hand-held devices.
 - c) Indicate whether your solution requires a "thin client" to be loaded on end-user devices or whether your solution is entirely browser based.
 - d) If your solution supports mobile devices, indicate if an application is required or if your solution is accessible via the browser on the device.
 - e) If you are proposing a client-hosted environment, include the minimum requirements for servers and whether those services can be virtual.
- 3) Clearly identify any third-party components your solution needs to enable functionality described in your proposal (e.g. electronic signature pads, scanning equipment). Please include these items in your bid. (see requirements.

Implementation and Training Describe the implementation team, their roles, and training. Provide a standard project plan for an implementation, including an anticipated go-live date.

- 1. What is the role of your Project Manager? Please describe all project functions and responsibilities.
- 2. Describe your project planning and milestone identification process.
- 3. What is a typical meeting schedule for an implementation of your solution? Who typically attends representing your clients/customers?
- 4. How do you define and/or manage scope? How do you define scope changes?

- 5. Provide your acceptance testing methodology. Describe in detail the methodology, criteria, and client involvement.
- 6. Do you provide training for your product onsite or offsite?
- 7. Describe the level and time of training required for support staff, clinical staff, development staff, and any other staff.
- 8. Does your company offer professional services for product customizations and interface development? If so, describe your types of engagements.

Service and Support Describe your service/support philosophy, how it is carried out, and how success is measured.

- 1. Describe in detail your support services (24/365) both during and after normal business hours.
 - a. Please list support hours and methods of contact.
 - b. Is your business-hours support team internal or outsourced?
 - c. Is your after-hours support team internal or outsourced?
 - d. Please provide a copy of your Support SLAs.
- 2. Describe your standard approach to mitigating risk particularly regarding continuity of services and recovery of data.
 - a. Elaborate on your support with respect to services during potential natural disasters.
 - b. Describe in detail your backup and disaster recovery model.
 - c. Provide a copy of your Availability and Performance SLAs.
- Describe your product release process.
 - a. How often do software upgrades occur?
 - b. In what cases can a client choose to decline an upgrade?
 - c. Describe the process of implementing upgrades from a client perspective. Please include an explanation of the process of testing an implementation or change to production environment.
- 4. Describe your account management process.
 - a. Is there a point of contact that can be scheduled regularly for reviews of issues and other communication?
 - b. How do you handle the need for multiple contacts within your organization for issues related to specific subject matters (clinical, business, technical)?
- 5. When additional functionality is required in the product, what is the process from initial request to implementation?

Cost

- 1. Costs and capabilities reflected in this proposal must remain valid until at least June 30, 2019
- 2. Prices included in the responses to this RFP by the successful vendor(s) are expected to become part of the Agreement when signed.
- 3. If you are proposing costs for both Software as a Service and a customer hosted solution, please provide a separate set of cost tables for each.
- 4. Include all costs associated with your proposal including number of user licenses included in the software fees, any third-party software licenses, hardware, etc.

Foot	rtware rees, any third-party soft			
Notes	Cost Categories	1st Year	2nd Year	3rd Year
One T	ime Costs for EHR Deployment			
	Software Fees			
	Professional Services (include all staff costs)			
	Interfaces, including HIE (specify number of interfaces included in costs)			
	Data Migration Costs			
	Training			
	Hardware			
	Hosting Services			
	Other (e.g., travel, 3rd party costs, etc.)			
	Total One Time Costs =			
Ongoi	ng Annual Costs			
	Software Fees			
	Professional Services			
	Interfaces, including HIE			
	Training			
	Hardware			
	Hosting Services			
	Maintenance			
	Other (please specify)			
	Ongoing Annual Costs =			
	Total First Year Costs =			

Optional Costs		
Software Fees		
Professional Services (list hourly rates if applicable)		
Interfaces		
Data Migration Costs		
Training		
Hardware		
Hosting Services		
Maintenance		
Other (please specify)		
Optional Costs =		
Total Costs with Options =		

Key Brighton Center Personnel:

- 1. Kim Jefferies CEO <u>kjefferies@brightonsa.org</u>
- 2. Lawrence Fischer CFO lfischer@brightonsa.org
- 3. Holly Grogan Community Based Services Director hgrogan@brightonsa.org
- 4. Julie Yocham ECI Director of Operations jyocham@brightonsa.org

ATTACHMENT A: EHR Requirements

				V	endor R	esponse	
Reqt Type	Reqt №	Requirements	Reqt Priority	Currently Have	Will Have by Go-Live	Plan to Have by 2019	Do Not Have
		Eligibility Determination and Enrollment:					
В	1	Provide capability for data collection and electronic reporting of all State of Texas required assessments and supporting documentation, including updates within 90 days as mandated by the State: • Financial Assessment • ECI: Eligibility Statement data sent to TKIDS • Other state required forms	Must Have				
В	2	Calculate and update financial cost share and conduct financial reviews for the various funding sources within required time tables	Must Have				
В	3	Create and update State mandated forms that will meet ECI standards.	Must Have				
		Service Coordination:					
В	4	Track state-mandated timelines (e.g., 28-day clock to begin providing services, 90-day transition out of services)	Must Have				
В	5	Alert staff of need for consents, authorization and assessments based on programs clients are admitted to and allow for recurrent notifications based on time or event	Must Have				
В	6	Track various Brighton Center programs that client is enrolled in	Must Have				
В	7	Link records of family members together to better enable coordination of services	Must Have				

				V	endor R	esponse	
Reqt Type	Reqt №	Requirements	Reqt Priority	Currently Have	Will Have by Go-Live	Plan to Have by 2019	Do Not Have
		Scheduling:					
В	8	Adjust schedules dynamically to handle travel time for field staff	Must Have				
В	9	Support rule-based logic to handle scheduling logic such as time between appointments based on patient type, and scheduling based on location	Must Have				
В	10	Support the ability for all relevant staff to have visibility into the schedule	Must Have				
В	11	Support centralized and decentralized scheduling across locations and programs, including mobile/field-based staff	Must Have				
В	12	Support scheduling of multiple resources/staff at one time across locations (e.g. tele-health visits: patient, prescriber, case worker & treatment room)	Must Have				
В	13	Support appointments with multiple providers, including the ability to schedule different types of roles and functional groups	Must Have				
В	14	Send appointment reminders in the patient's preferred language via text, email or by phone	Must Have				
		Encounter Check-In/Check-Out:					
С	15	Capability to automatically review patient records and provide alerts on items that are required on client's next visit, including: ▶ Check on currency of demographics ▶ Update payor source and other financial updates ▶ Insurance authorizations ▶ Expiring treatment plans, assessments, consents, and release of information ▶ Documents required but missing with ability for staff to indicate when documents are needed at next visit	Must Have				
С	16	Facilitate the correct determination of fee or co-pay to be collected from a patient upon check-in and a breakdown of the charges; print receipt of payment	Must Have				
С	17	Support for notification regarding patient's condition (e.g.,	Must Have				

				V	endor R	esponse	
Reqt Type	Reqt №	Requirements	Reqt Priority	Currently Have	Will Have by Go-Live	Plan to Have by 2019	Do Not Have
		change in behavior) to whomever opens the record					
С	19	Facilitate referrals within Brighton Center and with external community partners (e.g., FQHCs and other safety net providers), including the generation of printed output for patients	Must Have				
С	20	Capability to monitor and document referral follow-up status, as well as report metrics about referral process	Must Have				
		Clinical Encounter:					
С	21	Support collaborative documentation	Must Have				
С	22	Support care team coordination, including the ability to create and assign tasks and facilitate communication between care team members via dashboard for status within the clinic	Must Have				
С	23	Auto-populate forms and notes with demographics, treatment goals, clinical staff information based on user ID, and other relevant data	Must Have				
С	24	Support the creation, approval, and management of stored phrases (my phrases)	Must Have				
С	25	Support mobile access for all staff and contractors, including offline collection, via tablets, smartphones, or laptops	Must Have				
С	26	Provide the capability for the development of custom templates that facilitate data collection	Must Have				
С	27	Ability to recognize when a note does not have specific terms or phrases and create an alert when note does not meet requirements	Should Have				
С	28	Provide the capability for cut/paste and spell check	Must Have				
С	29	Support the capture of electronic signatures in the field	Must Have				
С	30	Ability to display credentials, role, or program affiliation of staff on notes	Must Have				

				Vendor Response				
Reqt Type	Reqt №	Requirements	Reqt Priority	Currently Have	Will Have by Go-Live	Plan to Have by 2019	Do Not Have	
С	31	Support treatment plan updates	Must Have					
С	32	Support documentation for clinical progress notes with links to individual care plans	Must Have					
С	33	Support documentation for group sessions, including flexibility on notes regarding same service for different levels of care while ensuring the privacy of other group members	Must Have					
С	34	Provide ability to document (with either notes, data exchange, or attachments) of non-clinical services such as housing and homeless services, and arrest records via data obtained from external sources	Must Have					
С	35	Ability to have multiple documents concurrently open and editable.	Must Have					
		Billing:						
В	36	Facilitate multiple fee schedules of benefits covered per patient for clients enrolled in multiple programs	Must Have					
В	37	Support the monitoring of targeted case management to ensure appropriate billing of encounter types (e.g., monthly type A visits to support multiple type B encounters)	Must Have					
В	38	Facilitate the bundling/unbundling of services and associated charges	Must Have					
В	39	Support ICD-10	Must Have					
В	40	Support billing for primary care and behavioral health	Must Have					
В	41	Correctly apply payment to appropriate account or program	Must Have					
В	42	Calculate financial cost share	Must Have					
В	43	Support auto-generated batches of requests for authorization based on rules defined by Brighton Center and different payor requirements, including:	Must Have					

				V	endor R	esponse	
Reqt Type	Reqt №	Requirements	Reqt Priority	Currently Have	Will Have by Go-Live	Plan to Have by 2019	Do Not Have
		 ability to flag for auto-transmission to the payor or for manual review and editing before being sent; tracking of authorization requests (e.g., content and date sent, confirmation of successful transmission from EHR) text field to enter information received back from payor where information can be easily compared to content of request ability to send an appeal directly from the EHR when an authorization doesn't match the request (i.e., original request can be resent with additional information manually added) 					
В	44	Provide the capability to accept electronic payments and provide a receipt via Brighton Center website, telephone and patient portal	Must Have				
В	45	Conduct financial reviews as needed	Must Have				
В	46	Ability to reverse charges, do write-offs, etc.	Must Have				
В	47	Support the import and export EDI 834 (benefit enrollment and maintenance) and 837 (health care claim) transaction sets	Must Have				
В	48	Support managed care functions, including the capability to: ▶ authorize services for network providers, including notifications issued throughout the multi-step process ▶ set and manage rates per provider, per pay source and per benefit plan ▶ manage network providers ▶ process claims received for payment, ensuring compliance with authorization limits and benefit coverage ▶ manage the appeals process regarding authorization or payment of claims	Should Have				
В	49	Must adequately track accounts receivable by claim and provide that detail in report format.	Must Have				
В	50	Must have the ability to track accounts receivable and payments in multiple formats for state reporting.	Must Have				
В	50a	Billing information and financial data are exportable to					

				V	endor R	esponse	
Reqt Type	Reqt №	Requirements	Reqt Priority	Currently Have	Will Have by Go-Live	Plan to Have by 2019	Do Not Have
		the General Ledger Accounting System.					
		Data Analytics and Reporting:					
В	51	Ability to generate reports for staff and clinic productivity, program management, clinical assessment, and clinical outcomes	Must Have				
В	52	Reports available to all users, providing the ability to select criteria such as (but not limited to) program, staff member, client, demographic variables, dates served, etc.	Must Have				
T	53	Ability to export the results of reports to a variety of formats, including CSV/Excel, text, and PDF	Must Have				
В	54	Ability to add and define new data fields for configuring data collection and reporting requirements based on funding source needs	Must Have				
В	55	Support a solution that allows Brighton Center programmers to pull data from the database via SQL or other database management tool to allow for customized reporting, evaluation and research					
		Medical Records:					
В	56	Provide intuitive and robust document management features to organize attached documents and images, including:	Must Have				
		 identity of person who attached the document, and history of who viewed the document 					
В	57	Support the assignment of medical power of attorney and guardianship with rules for obtaining proper validation of supporting documents	Must Have				
В	58	Ability to print all or portions of the medical record, including state required formats	Must Have				
В	59	Ability to take client's photograph as part of the medical record	Must Have				
В	60	Provide audit trail of record access with capability for tracking and auditing entries and changes into the record, including who accessed the record.	Must Have				

				V	endor R	esponse	
Reqt Type	Reqt №	Requirements	Reqt Priority	Currently Have	Will Have by Go-Live	Plan to Have by 2019	Do Not Have
В	61	Provide an enterprise-wide master patient index that includes patient demographic information and medical record number	Must Have				
В	62	Support a patient portal, including the ability to view, download and upload patient information, including: • clinical summaries and lab results • contribution of client into the medical record, such as self-assessments • electronic communication with patients • access for authorized caretaker and legal guardian • financial account summary • appointment scheduling requests	Must Have				
В	63	Support internal notification for medical record staff regarding handling of specific patient records	Must Have				
В	64	Ability to display credentials of staff on progress notes and other documentation	Must Have				
В	65	Ability to assign access to patient records based on role, location, or unit, including ability to block individuals as needed	Must Have				
В	66	Ability to segment sensitive data in separate section of chart and allow access to sensitive data on limited basis	Must Have				
В	67	Ability to redact PHI/SA/HIV information electronically before printing or transmitting. Some redaction functionality could be automatic with option to allow user to manually redact other pieces as needed	Should Have				
В	68	Ability to see all entries completed for a client on a selected day (i.e. dx, assessments, services) without having to go to different areas of chart	Must Have				
		Information Technology:					
В	69	Support audits for Medicaid and other entities, including partial or full record retrieval	Must Have				
В	70	Ability to purge records in accordance with retention policies	Must Have				

				Vendor Response					
Reqt Type	Reqt №	Requirements	Reqt Priority	Currently Have	Will Have by Go-Live	Plan to Have by 2019	Do Not Have		
В	71	Ability to archive records for inactive clients	Must Have						
В	72	Ability to search for and merge client records when duplicate records are found	Must Have						
В	73	Support tracking of staff by program cost center upon log- in	Must Have						
Т	74	Ability for supervisory staff to see the home page of their direct reports so they can have access to the summary data that staff sees, which may include scheduled patients for the day, lists of paperwork that needs to be completed, caseloads, etc.; includes the ability to drill down into anything on the home page	Should Have						
Т	75	Ability for users to re-set their own passwords, with appropriate security measures to ensure HIPPA compliance and database security	Must Have						
Т	76	Ability for users to customize their own screen views and designate "favorites" within defined parameters	Should Have						
T	77	Standardize commands across page layouts (e.g., all required fields designated by the same alert)	Must Have						
T	78	Support auto-save function if/when system experiences down time	Must Have						
В	79	For hosted solutions, store live or redundant data inside the United States to allow Brighton Center to comply with the State of Texas Data Use Agreement.	Must Have						
T	80	Provide a method and tools for the development of custom templates	Must Have						
T	81	Make EHR functions/templates available offline with ability to store the information and forward to the server when connected and functions equally in a connected environment.	Must Have						

				Vendor Response			
Reqt Type	Reqt №	Requirements	Reqt Priority	Currently Have	Will Have by Go-Live	Plan to Have by 2019	Do Not Have
T	82	Provide interfaces (batch or real-time) with State of Texas data systems and updates as the State mandates changes, including: ► TKIDS - Texas Kids Intervention Data: - targeted case management and service coordination delivered service time - delivered IFSP services - client demographic information	Should Have				
T	83	Provide 3 system environments: one for live production, one for testing, and one for training	Must Have				
T	84	Provide options for both Brighton Center or vendor hosted solution requirements, including: ➤ network and endpoint security features consistent with industry standards and practices ➤ uptime requirements that are consistent with industry standards for health care organizations ➤ end user support ➤ account management approach ➤ process for back-up data/file retention and retrieval	Must Have				
Т	85	Provide two-factor security authentication upon log-in	Must Have				

Other

Proposer Assures the following:

- 1. Proposer has received all addenda and attachments to the RFP as distributed by Brighton Center.
- 2. Proposer will not make any attempt to induce any person or firm to submit or not to submit a Proposal.
- 3. Proposer will ensure that no person on the basis of race, color, national origin, religion, sex, age, disability or political affiliation, will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the policies of the Texas Health and Human Services Commission (HHSC), Brighton Center or Brighton Center's Board of Trustees. Proposer does not

discriminate in its service or employment practices on the basis of race, color, religion, sex, national origin, disability, veteran status, or age.

- 4. All cost and pricing information is reflected only in the Proposal.
- 5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
- 6. Proposer accepts Brighton Center's right to alter the timetables for procurement as set forth in the RFP.
- 7. The Proposal submitted by Proposer has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
- 8. Unless otherwise required by law, the information in the Proposal submitted by Proposer has not been knowingly disclosed by Proposer to any other Proposer.
- 9. No claim will be made for payment to cover costs incurred in the preparation or the submission of the Proposal or any other associated costs.
- 10. The individual signing this Assurances Document is authorized to legally bind Proposer.
- 11. Proposer agrees to follow all applicable federal, state, county, and local laws, regulations, codes, standards, and all applicable Brighton Center policies and procedures.
- 12. No employee of Brighton Center or HHSC, and no member of Brighton Center's Board will directly or indirectly receive any pecuniary interest from an award of the proposed Contract. If Proposer is unable to make the affirmation, then Proposer must disclose any knowledge of such interests. *See* **Attachment A.**
- 13. Proposer shall disclose whether any of the directors or personnel of Proposer has either been an employee or an officer of Brighton Center within the past two (2) years preceding the date of submission of the Proposal. This requirement applies to all personnel, whether or not identified as key personnel. If such employment has existed, or any term of office served, the Proposal shall state the nature and time of the affiliations as defined. If no such affiliation exists, Proposer shall so state in the Proposal. See Attachment A.
- 14. Proposer shall identify any officer or employee of Brighton Center who has a financial interest in Proposer or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. If there is no conflict of interest as defined, Proposer shall so state in the Proposal. See Attachment A.
- 15. No former employee or officer of HHSC and/or Brighton Center directly or indirectly aided or attempted to aid in procurement of Proposer's service.
- 16. Proposer shall disclose the name of every Brighton Center key person with whom Proposer is doing business or has done business during the 365 day period immediately prior to the date on which the Proposal is due; or Proposer shall state that the natural person executing the Proposal has no knowledge of any key persons with whom Proposer is doing business or has done business during the 365 day period prior to the immediate date on which the Proposal is due whose names are not disclosed in the Proposal. *See Attachment A.*

- 17. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "vendor or applicant" shall mean Proposer; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to a Proposer pursuant to this RFP.
- 18. Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
- 19. Proposer is currently in good standing for payment of all applicable state tax.
- 20. Proposer certifies that Provider is in good standing with all state and federal funding and regulatory agencies; is not currently debarred, suspended, or otherwise excluded from participation in federal grant programs; is not delinquent on any repayment agreements; has not had a required license or certification revoked; has not had a contract terminated by HHSC; and has not voluntarily surrendered within the past three (3) years any license issued by DSHS.
- 21. Proposer agrees to provide the services described in this RFP at the rate of payment described in the Proposal.
- 22. Proposer is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.
- 23. Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP.
- 24. This Proposal shall remain in full force and effect until August 31, 2018 and may be accepted by Brighton Center at any time prior to this date

Proposer's Full Legal Name	
Signature of Proposer's Authorized Representative	

Printed Name and Title of Proposer's Authorized Representative
Date