

# UNLV | PURCHASING & CONTRACTS

**BUSINESS CENTER SOUTH  
THE NEVADA SYSTEM OF HIGHER EDUCATION (“NSHE”), ON BEHALF OF THE  
UNIVERSITY OF NEVADA, LAS VEGAS (“UNLV”)**

## **REQUEST FOR PROPOSAL 614-DK FOR ELECTRONIC MEDICAL RECORD AND PRACTICE MANAGEMENT SOFTWARE**

**RELEASE DATE:** WEDNESDAY, JUNE 25, 2014

**LAST DAY FOR QUESTIONS:** WEDNESDAY, JULY 2, 2014, 5:00 PM PDT

**LAST DAY FOR ADDENDA :** WEDNESDAY, JULY 9, 2014, 5:00 PM PDT

**OPENING DATE, TIME and LOCATION:** WEDNESDAY, JULY 16, 2014 3:00 PM PDT

**SUBMITTAL LOCATION:** University of Nevada, Las Vegas  
4505 Maryland Parkway  
Campus Services Building, Room 235  
Las Vegas, NV 89154-1033

Sealed proposals, one (1) original, three (3) copies and four (4) electronic copies on CD or flash drive, and only one (1) Pricing Response Form (defined below) and one (1) electronic copy on a CD or flash drive is required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above (“Proposal(s)”). **All Proposals must be received on or before this date and time to be considered.** Proposals may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of UNLV campus.

If you should have any questions regarding this Request for Proposal, fax or e-mail your questions directly to the Purchasing Representative:

**Debra Kuhn**  
**[debra.kuhn@unlv.edu](mailto:debra.kuhn@unlv.edu)**  
**Phone: (702) 895- 3530**  
**Fax: (702) 895-3859**

**Companies wishing to do business with UNLV must first register as a supplier at the following website: <https://supplierregistration.purchasing.unlv.edu/>. If you need assistance or have questions please send your inquiries to [Supplier.Registration@unlv.edu](mailto:Supplier.Registration@unlv.edu).**

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**SECTION A**  
**INTRODUCTION**

**1. PURPOSE OF REQUEST**

UNLV invites interested parties to submit a Proposal for electronic medical record and practice management system software (EMR), designed specifically to support the UNLV Student Wellness Center; to include clinical, financial, provider and patient/client access.

**2. UNIVERSITY OF NEVADA, LAS VEGAS**

UNLV is located in the city of Las Vegas and is emerging as a premier urban university. UNLV currently has over 220 undergraduate, masters, and doctoral degree granting programs and serves approximately 28,000 students. Additionally, there are approximately 3,000 faculty and staff. The University's 340-acre campus is located in the southeast part of the City, near the McCarran International Airport and the Las Vegas Strip.

UNLV's Student Wellness Center houses a student health center (SHC), counseling and psychological services (CAPS), laboratory, pharmacy, dietary consultations, specialty services including dermatology, gynecology, and sports medicine, and a faculty and staff clinic housed in one physical location.

The Student Wellness Center (SWC) has:

- Patient encounters in excess of 40,000 per year
- 7,000 unique patients/clients
- Student population of over 28,000
- Faculty and staff population of over 5,000
- Services provided to non-UNLV patients (such as University of Nevada, Reno and Nevada State College, faculty dependents) and to unique populations (such as UNLV Athletics)
- Over 100 EMR application users and over 80 separate workstations
- Current EMR database is over 235GB which represents 10 years of clinical data.
- In-house administrative services including billing and collections, care management, referral and health information management
- UNLV Wellness Services include:
  - CAPS – brief individual, couples and group counseling, crisis intervention and stabilization, consultations, medication evaluation and maintenance, psychological and personality assessment, substance abuse and eating disorder assessment and educational programs.
  - SHC - illness and injury treatment, wellness exams including physicals and pap smears, immunizations and vaccinations, contraceptive evaluation and maintenance, pregnancy testing and referrals, immediate first aid, early detection, treatment and/or referral of chronic illnesses, osteopathic manipulation treatments, free flu vaccines, on-site licensed clinical laboratory, on-site licensed pharmacy.

For further information regarding the UNLV SHC, please access the following link:

<http://www.unlv.edu/srwc/health-center>

**3. TERMINOLOGY**

RFP	The term "RFP" as used throughout this document will mean Request for Proposal.
PROPOSER	"Proposer(s)" as used throughout this RFP document will mean the respondent(s) to this Request for Proposal or you, as applicable.
CONTRACTOR	Successful Proposer(s)
CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's Proposal and any mutually agreed upon written modifications
CONTRACT	"Contract" is the final agreement with the Contractor.
DIRECTOR	The term "Director" as used throughout this document will mean the University of Nevada, Las Vegas Director of Purchasing and Contracts.
REQUEST	Request for Proposal, RFP
RFP RESPONSE FORM	Proposer form submitted in Section F by an authorized representative for the Company named on said form, acknowledging that he/she/it has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices (or royalty rates/Royalty Fee payments, as applicable) stated.
ROYALTY OR PRICING RESPONSE FORM	Proposer form submitted in Section E defining the royal percentage payments for Proposer ("Proposer Payment") and the related royalty fee payments to UNLV ("UNLV Royalty Fee").
GENERAL TERMS AND CONDITIONS	By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.
MINIMUM CONTRACT TERMS	Included in this RFP are certain standard minimum contract terms and conditions which shall be included in the final and more extensive Contract with the Contractor. All UNLV contracts are subject to existing contracts (and any replacement contracts thereof).
UNLV	University of Nevada, Las Vegas
NSHE	The Nevada System of Higher Education. NSHE is Nevada's public higher education system. It is comprised of four community

colleges, one state college, two universities and one research institute.

**BOARD OF REGENTS**

The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of UNLV.

**COMPANY(IES)**

“Company” shall mean the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, LLC, Partnership, or other legal entity, and any person(s) acting on behalf of such entity.

**SECTION B**  
**SUBMISSION INSTRUCTIONS**

UNLV invites the submission of Proposals on the material and/or services specified within this RFP. Please read carefully all instructions, introduction, general terms and conditions, Purchase Order terms and conditions, scope of work and/or specifications, Pricing or Royalty Fee Response Form, RFP Response Form, sample insurance form, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of this RFP may result in your Proposal being declared non-responsive.

**1. PREPARATION AND SUBMISSION**

- a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFP Response Form**. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Proposal submitted should not exceed forty (**40**) pages. Other attachments may be included with no guarantee of review.
- d) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) **If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFP document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to UNLV or any official, regent, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this RFP or by an addendum.
- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

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- k) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- l) Any irregularities or lack of clarity in the RFP should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Proposers.

Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by the official Purchasing Representative. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the UNLV Website: <http://go.unlv.edu/purchasing/solicitations> and/or faxed to all prospective Proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Department may be notified via fax as well.

- m) Altering any of this RFP may render the Proposal null and void.
- n) Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member NSHE/UNLV in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular Proposal without further consideration.
- o) All Proposers, by signing the **RFP Response Form**, certify that they agree to the terms and conditions set forth in this RFP and attached Minimum Contract Terms (**including all insurance requirements**) unless otherwise stated.
- p) All Proposers, by signing the **RFP Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- q) Proposals, attachments and **RFP Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFP document.
- r) UNLV accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.
- s) UNLV reserves the right to contract for less than all of the services identified herein.
- t) **Proposals are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Law. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award.

## 2. EVALUATION OF PROPOSALS

- a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
- b) An evaluation committee shall evaluate Proposals based on the criteria listed below. UNLV reserves the right to create a "short list" of Companies to be interviewed. The Companies invited to interview will be evaluated again using the same criteria, but the second scoring will be based on

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each respondent's/Proposer's presentation and discussion. At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.

- c) A Contract will be awarded on the basis of which Proposal(s) UNLV deems best suited to fulfill the requirements of this RFP and meet UNLV's needs. UNLV also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP and/or meets the needs of UNLV.
- d) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.
- e) Any letters of recommendation that are submitted with the Proposal, but not specifically requested, will not be evaluated.
- f) Proposals will be evaluated according to the evaluation criteria stated below:

<b>Weighted Evaluation Criteria</b>	<b>Possible Points</b>
1. <b>Qualifications/Experience/References</b>	<b>25</b>
2. <b>Products/Services</b>	<b>70</b>
3. <b>Implementation/Post Implementation</b>	<b>25</b>
4. <b>Pricing</b>	<b>80</b>
<b>Total Possible Points</b>	<b>200</b>

**1. QUALIFICATIONS/EXPIENCE AND REFERENCES**

The Proposer should provide the following information about his/her company so that UNLV can evaluate the proposer's stability and ability to support the commitments set forth in response to the RFP. UNLV, at its option, may require the Proposer to provide additional documentation to support and/or clarify the requested information. The Proposer's outline of the company's background should include:

- a. The length of time the company has been in business, and how long the company has been in the business of providing electronic medical record and practice management software. Describe your company's experience in establishing and maintaining similar agreements.
- b. A brief description of the company (e.g. past history, present status, future plans). Identify the number of employees in the proposing firm, the ownership and if the company has ever filed bankruptcy, been in loan default, or if there any pending liens, claims or lawsuits against the proposer.
- c. Describe if the proposer has had a contract terminated for default in the past five years. Termination for default is defined as notice to stop performance due to the proposer's non-performance or poor performance or if the issue of performance was either (a) not litigated due to inaction on the part of the proposer, or (b) litigated and such litigation determined that the proposer was in default. Submit full details of their terms for default including the parties' name, address, and telephone number. Present the proposer's position on the matter. The UNLV will evaluate the facts and may, at is sole discretion, reject the submittal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the proposer in the past five years.
- d. Provide a customer reference list of no fewer than three (3) organizations of a size and scope similar to the UNLV with whom Respondent currently has contacts and or has previously provided similar goods and/or services within the past five (5) years. Reference list is to include company name,



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contact person, telephone number and e-mail address, length of business relationship and the yearly dollar volume of these references.

Furnishing incorrect or incomplete reference information may lead to the proposer's elimination from consideration for award. The decision to eliminate a proposer from consideration for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of UNLV and shall not be subject to appeal. UNLV reserves the right to check other sources with whom proposer is currently or has done business with, but which are not specifically listed in the RFQ response.

## **2. PRODUCTS/SERVICES OFFERED**

- a. Provide the name, release version name and number, etc. to specifically identify the Software Product and all modules that you are proposing.
- b. How long has your EMR solution been on the market?
  - o What is the current release version of your EMR product?
  - o How many prior versions of your product have been released to the market?
  - o What percentage of your company's staff is dedicated to your EMR product?
  - o What percentage of your overall product revenues is from this solution?
  - o Please describe any relevant awards or analyst coverage your solution has received?
- c. Describe if the product is a hosted/web-based solution or if the product can be hosted internally by UNLV. If Proposer offers both options, please provide information on both options. (Do not include pricing information in technical proposal). Identify all hardware and software requirements associated with UNLV hosting the Proposer's software on a University-owned server. Please also identify all user desktop hardware and software requirements. Identify any requirements of the vendor hosted option.
- d. Provide a detailed description of the software including all features and capabilities of the software. In addition, the detailed description, the Proposer should specifically address each of the specifications and requirements listed in Section D and indicate if the proposed software complies with each requirement in Section D. The Proposer should provide any additional detail and/or explanation, as appropriate.
- e. UNLV is committed to reducing the adverse environmental impact of our purchasing decisions; we are committed to purchase goods and services from manufacturers and suppliers who share our environmental concern and commitment. We encourage submittals to include economical and environmentally friendly products and service options which serve to minimize waste, reduce excess packaging, recycle, reduce, reuse, prevent pollution and/or offer resource efficiency. Please propose details on how your company can support our initiative to provide sustainable products and services to our end-users.

## **3. IMPLEMENTATION/POST-IMPLEMENTATION**

- a. Provide an Implementation plan and the timeline required for completion.

- b. Describe Contractor's and UNLV's role in the implementation. What type of commitment of resources and time will be required of UNLV?
- c. UNLV currently uses the Medicat software. Please explain your plan for converting data from the existing system to your system.
- d. Provide a detailed description of the level and extent of all support to be provided during implementation of the proposed software.
- e. Post-deployment Support: Describe the post-deployment, maintenance and support services (telephone, web support site, knowledge base, etc.) available from your company. Are upgrades included? How are they handled?
- f. In the event that UNLV requires training on the software, please provide information on training that Contractor offers. (Do not provide pricing information in the technical proposal).

## **5. PRICING**

Proposers are instructed to provide their fees per the Pricing Response Forms, Section F. Proposers should submit one original, one copy, and one electronic copy on CD or flash drive, of their Financial Proposal.

Technical and Financial proposals must be submitted in separate, sealed envelopes. Note: no cost information is to be included in the Proposer's technical proposal. The Technical and Financial proposal envelopes should be submitted together in a single sealed package/envelope.

## **6. LATE PROPOSALS**

Formal, advertised Request for Proposals indicate a time by which the Proposals must be received in the Purchasing Department. Any Proposals received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this RFP document.

## **7. PUBLIC OPENING OF RFP's**

At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Proposers, their authorized agents and other interested parties are invited to be present.

## **8. WITHDRAWAL OF PROPOSAL**

Any Proposer may request withdrawal of a posted, sealed RFP prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the Proposal be withdrawn and signs for its receipt.

**SECTION C**  
**GENERAL TERMS AND CONDITIONS**

**1. ACCEPTANCE PERIOD**

The Proposer agrees to a minimum of 120 calendar day acceptance period from the date of public opening.

**2. APPROPRIATIONS**

The terms of any Contract issued are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of the Contract. If sufficient appropriations and authorizations are not made by UNLV, the Contract shall terminate, without penalty, upon written notice being given by UNLV to Proposer. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Proposer and shall be final.

**3. AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Proposals**" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and UNLV.
- b) UNLV reserves the right to award on a multi-year basis and, if in the best interest of UNLV, to award to multiple vendors.
- c) The initial term of the Contract will be one (1) year(s) ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional four (4) year renewals terms ("Renewal Term(s)" or "Term(s)").
- d) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFP.
- e) UNLV reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.
- f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and UNLV to perform this service.
- g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to the Minimum Contract Terms (**including the insurance requirements**), or any general terms or conditions set forth herein, Proposer will submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.
- h) UNLV and its Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Proposals have been initially reviewed by UNLV. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request

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for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.

- i) Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting Contract with the authorization of the successful Proposer(s). UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

**4. COMPLIANCE**

Proposers are required to comply with all applicable OSHA, EPA, ADA, HIPAA, FERPA, NCAA, GLBA provisions and any and all other relevant state and federal standards, codes and regulations that may apply.

**5. CONFIDENTIAL TREATMENT OF INFORMATION**

Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this RFP.

**6. CONFLICT OF INTEREST**

Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member of the NSHE/UNLV in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of the NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular Proposal without further consideration.

**7. DEFAULT OF CONTRACT**

In case of default of the Contract by Contractor, UNLV may procure the articles or services from the other sources and hold the Contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price or increase in Royalty Fee payment, as applicable.

**8. DISQUALIFICATION OF PROPOSERS**

Proposers may be disqualified and rejection of Proposals may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the forms furnished by UNLV.
- b) Lack of signature by an authorized representative on the RFP Response Form or to comply with any applicable reporting requirements.
- c) Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.
- d) Evidence of collusion among Proposers.
- e) Unauthorized alteration of forms.

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- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to a particular project.
- h) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular Company.
- i) UNLV reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED (PRICE/ROYALTY RATE- INSERT AS APPLICABLE)**

If a successful Proposer fails to furnish any item at the price specified in this RFP, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director of Purchasing UNLV, may cause the name of such Proposer to be removed from the list containing the names of prospective Proposers to whom Request for Proposals are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of five percent (5%) of total price of all items on which was submitted (or an additional payment of five percent (5%) of the total Royalty Rate owed to UNLV, as applicable), as the Director of Purchasing may determine.

10. **FREIGHT TERMS**

- a) Successful Proposer must ship goods using UNLV FED EX account number. Prices submitted must not include freight.
- b) Any Proposal submitted with alternate shipping terms other than as stated above may be cause for disqualification of the Proposal.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

Payments shall be made within thirty (30) days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful Proposer shall not be due any interest or penalty on any unpaid amounts.

13. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful Proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by UNLV, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date UNLV check is mailed.

14. **PROTESTS**

Any Bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the Protester. If the protestant wishes to appeal the decision rendered by the Director of Purchasing, such appeal must be made in writing to the Senior Vice President for Finance & Business within five (5) days of the receipt of the decision by the Director of Purchasing. The

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decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

- a) The name, address, and telephone number of the protester,
- b) The signature of the protester,
- c) Identification of the solicitation title and number being protested,
- d) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- e) The form of relief requested.

## 15. SAMPLES

As applicable, Proposers may be required to furnish a sample of the product being offered after the RFP opening for further evaluation. Proposers will be responsible for any charges involved in shipping and picking up their samples.

## 16. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (*MWDBE*) to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In addition, UNLV supports finding opportunities for such (*MWDBE*) and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A "tier 2 supplier" or subcontractor is a supplier who is contracted for goods or services with the prime contractor, and may include, but is not limited to (*MWDBE*) and local business enterprises.

- a) In compliance with NSHE policy, a Proposer responding to any RFP for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** shall provide the following reporting information in its response:
  - (1) Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.
  - (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
    - The name, city and state
    - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
    - Any certification of such status including the entity granting the certification if applicable
  - (3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.
- b) Any award from this RFP that results in a contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report shall contain the following information:

- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
- A description of the goods or services purchased
- The amount of expenditures with the subcontractor attributed to the prime contract for the most recent completed fiscal year (July 1 through June 30)
- The reporting information must be available to UNLV by September 15

c) Definitions

- (1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- (2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- (5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.
- (6) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled

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by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

- c) All Proposers, by signing this RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

**17. SUSTAINABILITY**

- a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the RFP.
- b) UNLV may request the successful Proposer to provide reports related to sustainability on all goods and services provided under its Proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- c) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

**18. TAXES, LICENSES AND PERMITS**

- a) It is the Proposers' responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/Services involved. UNLV is exempt from paying state, local and federal excise taxes.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. By submitting its Proposal, the Proposer certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing Department in the event the license is no longer valid.
- c) NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.



## SECTION D

### SCOPE OF WORK/SPECIFICATIONS

UNLV is seeking Proposals for electronic medical record and practice management (EMR) software and support. The software should provide the following capabilities:

#### 1. OVERVIEW OF DESIRED FUNCTIONALITY

- a) Provide a single database system designed specifically for a college health clinic. Fully integrated product that covers practice management, scheduling, electronic medical record, online patient/client portal, self-service patient check-in and document scanning.
- b) System should allow for multiple office use (health clinic, counseling, disability, athletics, etc.). The system supports specialties such as dermatology, gynecology and orthopedics.
- c) The system should support through both templates and through the security model multi-issue visits.
- d) The product should be designed for and fully functional for a health clinic and counseling center and interface with UNLV's lab (SchuyLab) and pharmacy (ProPharm) applications.
- e) The application should meet other functionality requirements as defined in this document.
- f) The application should provide solid support for 3<sup>rd</sup> party insurance billing.
- g) The system should be designed for provider ease of use that does not impede workflow. The system should not require workflow changes to be made for UNLV use. The system should support a paperless workflow.
- h) System should have flexibility and configurability that allows for UNLV specific workflow without compromising the ability to follow software upgrade paths.
- i) The system should be designed to interface with other UNLV internal and vendor partner external systems.
- j) The Contractor should have has a solid reputation for timely support, software quality, continual enhancements and good customer references.
- k) The Contractor should offer competitive pricing.
- l) The Contractor should offer a forward looking technology roadmap (mobile, voice, external portals, BI tools, dashboard, etc.).
- m) The Contractor should have the ability to *quickly* migrate historical data, convert and implement a new EMR within UNLV's defined timeline without manual data entry of historical records.

#### 2) EMR FUNCTIONALITY

The EMR application should be designed specifically for Student Health and contain the following primary modules:

- a) Clinical / Encounter Charting, EMR** - includes E&M, outcomes and results, order management, electronic orders, order entry and sets, clinical decision support, clinical documentation, intake, assessments, vitals, progress notes, care plans, medication management and administration, e-prescribing and clinical reporting.
- b) Patient Appointment Scheduling** – a fully configurable appointment scheduling system.
- c) Patient Portal** - A secure, online patient/client portal that will be used for communication between the Health Center and the patient including scheduling, reminders, statements and medication lists.
- d) Billing** – patient/client activities including billing, charge capture/generation, charge masters for different payers, accounts receivable account and claims management and collections, invoice and statement processing, and payment processing and reporting.

- e) All common components of a Health Center EMR software system, including referral management, patient/client demographics, patient education and decision support.

### **3. ADMINISTRATIVE FUNCTIONALITY**

- a) Fully compliant with all Federal & State privacy and security regulations including HIPAA and FERPA.
- b) The application should be a fully configurable security system that allows for role-based access controls and separation of data between clinical areas (Counseling, Ambulatory Health) that may both serve the same patient and whose records should be kept in one electronic medical record.
- c) The application should have electronic signature capture and online digital signature capability (i.e. for patient portal).
- d) Patient/client consents and authorizations should be fully electronic.
- e) The application should log user-defined audit events and provides reporting and alerts.
- f) There should be patient self-check in capability at the clinic via a kiosk.
- g) The application design should allow for a production and a test / training environment.
- h) The application should support internal secure staff messaging between users.
- i) The Contractor should provide comprehensive reference materials that can be used to supplement the Contractor Support Desk
- j) The Contractor should provide detailed service level agreements for support with alert levels and escalations.
- k) The Contractor should have a fully automated data conversion tool to avoid manual data entry during system conversion. The Contractor should have recent experience in converting Medica in an automated fashion with a health center of similar size to UNLV's.
- l) The application should track provider licensure status with alerts.

### **4. ONLINE PATIENT PORTAL FUNCTIONALITY**

The EMR application should provide an online patient portal with:

- a) secure patient / provider messaging.
- b) appointment self-scheduling.
- c) appointment reminders.
- d) provider alerts for patients.
- e) intake forms that can be completed prior to the visit.
- f) pre-visit questionnaires.
- g) the ability to capture patient insurance data.
- h) the ability to provide patient statements.
- i) payment collection capability via credit card in lieu of bursar billing.
- j) patient surveys.
- k) medication refill requests.
- l) patient access to designated clinical information (i.e., medication lists).
- m) patient access via mobile devices.

## **5. SCHEDULING FUNCTIONALITY**

The EMR application should provide an appointment scheduling module with:

- a) views by staff, by clinic, by client.
- b) allows for providers to indicate when they are or are not available for appointments.
- c) allows staff to print their schedule.
- d) show remaining authorizations for patients being billed to 3<sup>rd</sup> party insurance.
- e) user-defined, knowledge based scheduling capabilities for medically appropriate sequencing and timeframes.
- f) ability to schedule by provider, by room.
- g) creates payment alerts for pending appointments.
- h) the ability to easily move patients between providers, time slots, days, etc. without having to re-enter patient information.
- i) tracks 'no shows' and can flag patients with a history of 'no shows.'
- j) tracks cancelled appointments with cancellation reasons and provides reporting.
- k) indicate what integrations are available with external calendar applications such as Google,Calendar,Outlook or Notes.

## **6. CLINICAL FUNCTIONALITY**

The EMR application should provide a clinical information system that:

- a) uses common EMR coding standards such as ICD9/ICD10, CPT, DSM4/DSM5, HCPCS, etc.
- b) displays an integrated face sheet with all critical patient information
- c) displays demographics, meds, allergies, recent encounters.
- d) allows for clinical templates to be or modified without the assistance of the vendor or IT department.
- e) will provide an integrated ICD9/10 mapping tool to assist providers during the transition.
- f) will provide an integrated DSM4/5 mapping tool to assist providers during the transition.
- g) provides support for speech recognition during charting.
- h) can have more than one user in a chart and can have multiple charts open simultaneously.
- i) provides customizable patient forms and treatment / note templates based on a rich library of standard templates used by other college health centers.
- j) has SOAP note template options.
- k) can capture diagrams and images in addition to notes.
- l) has a medical spell checker for provider notes.
- m) has standard order sets that can be customized by provider based on favorites.
- n) provides clinical note routing capability for providers.
- o) provides customizable views of visit notes such as chart views, diagnosis lists and treatment plans.
- p) has a medical supply inventory tracking system with alerts regarding inventory levels.
- q) provides support for digitally acquired patient photos that can be displayed on the face sheet or in key EMR modules.
- r) provides a repository for all clinical patient data and encounters.
- s) provides the ability to drill down from summary to detail without paging through multiple screens.
- t) can highlight abnormal values as defined by health center.
- u) support configurable order categories and order detail screens.
- v) supports the ability to access ordering workflows from the patient record.
- w) allows for online review of orders from prior encounters.
- x) supports provisional orders that require countersignature by providers.

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- y) supports one-time, recurring and future orders.
- z) supports configurable order sets.
- a1) supports drug interaction (drug-drug & drug-allergy contraindication).
- b1) supports full multi-disciplinary clinical documentation including vitals, assessments, intake, progress notes, procedure results, plan of care, etc.
- c1) supports program compliance tracking, such as immunizations.
- d1) supports the ability to allow specific providers to have cross-clinic (i.e., counseling / health center) document access.

## **7. BILLING**

The EMR application should provide full revenue cycle support including:

- a) electronic automatic charge capture capability that calculates charges when providers document services.
- b) the ability to electronically bill 3<sup>rd</sup> party insurance plans including automatic verification of billing transmissions.
- c) process workflows that support checking coordination of benefits.
- d) a 'pre-bill' validation process to determine if all aspects of correct billing have been completed based on payer requirements.
- e) scanning patient insurance cards and auto-populating patient insurance data.
- f) maintaining a history on charge master pricing (dates, prices changes).
- g) the ability to schedule and generate patient billing based on the payer's requirements.
- h) maintaining all payer contract information (terms, reimbursement calculations, fee schedules, etc.)
- i) full access to the patient's complete financial history online and the ability to look up account information on a variety of fields.
- j) collections functionality (patient statements, notes and trackers, payment arrangements, collection letters, reporting, etc.).
- k) standard and customizable revenue cycle management reporting.
- l) capturing (scan) external documents and store them in the patient's medical record.
- m) dataflow into the SOAP notes from the application (and not have to be rekeyed)
  - credential changes only impacting future records - i.e., APRN to DNP should only change electronic signatures from the date of the change forward not for all signatures in the past.
- n) identifying tests that the clinician uses most frequently or that has been designated as a favorite to simplify workflow.
- o) an alerts engine including provider task alerts, unread results, appt. reminders, provider alerts for critical lab / test results.
- p) populating patient information into referrals when ordered from the patient record.
- q) automated order of lab test requests and electronic receipt of results as structured data
- r) flow charting and full tracking of lab tests.

## **8. HEALTH INFORMATION MANAGEMENT**

The EMR application:

- a) should have an integrated HIPAA disclosure log.
- b) supports electronic signatures.

- c) allows users to log and track disclosure requests.
- d) generates template letters for standard correspondence.

## **9. INTEGRATIONS & INTERFACING**

The EMR system should provide for full integration of medical records between the counseling center and the health center. The system should be configurable to address the different workflow needs of the two services but still be an integrated application. There should be a permissions module that only shares medical data between the two services as is appropriate for the provider and defined by the Student Wellness Center, with the following capabilities and requirements:

- a) The Contractor should ensure that there are interfaces with internal UNLV departments and systems (admissions, bursar, etc.) to automate registering patients and billing charges as defined by the Student Wellness Center prior to implementation.
- b) The Contractor should provide an interface to a 3<sup>rd</sup> party insurance billing partner as defined by the Wellness Center prior to implementation.
- c) The Contractor should provide an interface to student health insurance plan partners as defined by the Student Wellness Center prior to implementation.
- d) The Contractor should provide an interface to external lab and pharmacy partners as defined by the Student Wellness Center prior to implementation.
- e) The system should accept lab results from LIS and reference labs (SchuyLab, Quest, LabCorp, etc.).
- f) The system should be able to attach/import assessment results (such as MCMI or Beck Depression Inventory) from a web portal into the chart for the counseling center.

## **10. REPORTING**

- a) The application should include not only standard reporting but also customizable and an adhoc reporting tool for financial, clinical and administrative reporting. The Contractor should provide data dictionaries and database schema as needed to assist in creating custom reports.
- b) The application should have standard reporting on items captured in nursing intake such as elevated BP, BMI levels, intake metrics by MOA or RN.
- c) The application should have standard reporting to manage billing and collection (revenue cycle) such as aged receivables, authorization reviews, a/r by pay source, appts/visit frequencies, revenue per activity, co-pay reporting, denials, staff productivity.
- d) The application should have standard practice reporting metrics such as reporting and tracking patient time in clinic, total visits.
- e) The application should have basic dashboard capability to monitor key clinic metrics.
- f) The application should have user configurable dashboards.

## **11. SCALABILITY/OTHER FUNCTIONALITY**

- a) The application should have the ability to handle patient populations that may not be part of UNLV such as patients from other NSHE institutions that may be treated at UNLV and need to be in the EMR but separate from the core student population.
- b) The system should be designed to easily handle fully concurrent use by current staff and be architected to allow for growth in concurrent users.
- c) The Contractor or application should provide monitoring tools or dashboards to alert UNLV if application issues (i.e., response time, database locks, etc. occur). These tools can occur in their shop or UNLV's

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- as long as they can be monitored.
- d) The Contractor should have a robust community of users that share templates, reports, etc.
- e) The application should allow for access and use of the EMR via mobile devices (i.e., tablets), and can leverage the secure wireless network in the health center.

## 12. IT / TECHNICAL

- a) The Contractor should work with the Health Center to develop business continuity, backup and archiving plan designs that can be discussed and implemented during implementation.
- b) The application should support a role-based security model.
- c) The application should support a multi-visit security model (i.e., counseling, health center).
- d) The application should allow reports to be scheduled to run on an automatic basis and distributed to authorized users.
- e) The application should allow queries and reports to be saved for future use or to be deleted when they are deemed obsolete.
- f) The application should allow data from reports to be exported to Microsoft Excel, in a PDF, or Microsoft Word (.doc) format.
- g) The Contractor should provide customer support on a schedule that coincides with the Health Center's operating hours.
- h) If the application contains a client program that resides locally on each workstation, the Contractor should work with UNLV to provide an automation / script that will push out updates and avoid having update each desktop client manually.
- i) The Contractor and application should be designed to support encryption of the application data base "at rest".
- j) To minimize hardware upgrades the application client (if a client is necessary) should run on a local configuration of:
  - o Windows 7 (64-bit)
  - o 2 CPU @ 2.13GHz
  - o 2 GB memory
  - o IE11, Firefox or Chrome
  - o 250GB hard drive
- k) UNLV expects to host the application internally so the Proposers should provide their server configuration as part of the RFP submission. If the Proposer provides hosting services they may present those services in addition to an internal hosting option.
  1. The Contractor should review all outstanding bugs and requests with a Health Center's IT representative no less than monthly and will provide updates.
  2. The Contractor's Account Manager will visit the Health Center no less than twice per year to plan and review application efficacy, discuss optimization strategies, provide an update on the Contractor.
  3. Under a self-hosting scenario, the Contractor will ensure that the application works with VMware and Microsoft Hyper-V, which is UNLV's supported virtual environment. The application should allow for UNLV employees to use their Active Directory account to access/log into the application instead of using a username and password that is governed by the application. The application should use a major database product such as the latest versions of Oracle or Microsoft SQL so UNLV can use resident expertise to support the application's database needs (e.g. maintenance, backups).