



Collin County, TX

REQUEST FOR PROPOSAL

2024-280

ELECTRONIC HEALTH RECORDS

RELEASE DATE: October 15, 2024

RESPONSE DEADLINE: November 21, 2024, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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Attachments:

A - Attachment_A_Collin_County_Requirements_10-4-24

B - Attachment_B_Collin_County_SaaS_Subscription_Agreementv4

C - Attachment C Collin County IT SaaS Questionnaire 9-27

D - Attachment D- EHR RFP Pricing Sheet 10-4-2024

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1. PURPOSE/SCOPE OF WORK

1.1. PURPOSE/SCOPE OF WORK

The Electronic Health Record (EHR), Practice Management System (PMS), and billing system shall be an integrated cloud-based and app-based solution used by the Collin County Health Care Services (CCHCS). This solution will incorporate patient charting and tracking, patient portal, office and self-service scheduling. The system will have seamless communication between staff and patient, telehealth, reporting tools, and billing capabilities, with Public Health in mind. The successful contactor shall demonstrate a well-planned transition from the existing system and ensure that service disruptions are minimized.

The County desires that the awarded Contractor provide a turnkey installation of all systems and interfaces specified in this RFP under a single contract.

2. INTRODUCTION

2.1. Summary

The Electronic Health Record (EHR), Practice Management System (PMS), and billing system shall be an integrated cloud-based and app-based solution used by the Collin County Health Care Services (CCHCS). This solution is a digital record of patient health information developed over a period of time that is generated by one or more encounters in any care delivery setting. It is a systemic collection of electronic health information about individual patients or populations. This record is capable of being shared across different health care settings

2.2. TIMELINE

RFP Released:	October 15, 2024
Deadline for Submission of Questions:	October 31, 2024, 5:00pm
Response Submission Deadline:	November 21, 2024, 2:00pm
Demonstrations (Estimated) :	Estimated December 9, 2024
Award of RFP (Estimated):	January 7, 2025

3. SPECIAL CONDITIONS

3.1. AUTHORIZATION

By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for **2024-280 Electronic Health Records**.

3.2. INTENT OF REQUEST FOR PROPOSAL

Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors with sufficient information to prepare a proposal for 2024-280 Electronic Health Records.

3.3. TERM

Provide for a three-year term contract with two (2), one-year renewal options to commence upon final execution of all agreements.

3.4. TRANSITIONAL PERIOD

Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

3.5. POINT OF CONTACT

Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Department or email Cory Rogers, Senior Buyer at curogers@co.collin.tx.us.

3.6. FUNDING

Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

3.7. PRICE REDUCTION

If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

3.8. PRICE REDETERMINATION:

A price redetermination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, thirty-six (36) month and forty-eight (48) month anniversary date of the contract. Any request for redetermination will require a minimum of thirty (30) days written notice, prior to the date of the increase and all requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The Vendor's past experience of honoring contracts at the quotation price will be an important consideration in the evaluation of the lowest and best quote. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

3.9. COMPLETION/RESPONSE TIME

Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by contractor

3.10. DELIVERY/SETUP/INSTALLATION LOCATION

Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. Below is the address for work to be completed.

825 North McDonald St. Suite 130

3.11. TESTING

Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.

3.12. SAMPLES/DEMOS

When requested, samples/demos shall be furnished free of expense to Collin County.

3.13. APPROXIMATE VALUE/USAGE

Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated expenditure is One-hundred eighty-four thousand (\$184,000).

3.14. BACKGROUND CHECK

All Contractor employees that will be working on site or by Remote Access shall pass a background check performed by Collin County before any work may be performed. The selected contractor shall be provided the required information for background checks.

3.15. SUBCONTRACTORS

Contractor shall state names of all subcontractors and the type of work they will be performing. If a contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

No proposer whose proposal is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal without approval in writing from the Collin County Purchasing Department.

The successful proposer further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful proposer's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

3.16. CONFIDENTIAL OR PROPRIETARY INFORMATION

Collin County is subject to the Texas "Public Information Act", Texas Government Code Chapter 552. Contractors shall identify those portions of their proposals that they deem to be confidential, proprietary information or trade secrets. Contractors shall clearly indicate each and every section to which this applies. It is not sufficient to preface the entire proposal with a proprietary statement. State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.

3.17. PROPOSAL SCHEDULE

Collin County reserves the right to change the schedule of events as it deems necessary.

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4. INSURANCE REQUIREMENTS

- A. Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

- A. **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

Each Occurrence	\$1,000,000
Personal Injury &Adv Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

- B. **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers Liability	
Liability, Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

- iii. **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

Combined Single Limit - Each Accident	\$1,000,000
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- iv. **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

Each Occurrence/Aggregate	\$1,000,000
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- v. **Umbrella/Excess Liability** insurance

Each Occurrence/Aggregate	\$1,000,000
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- vi. **Cyber Liability insurance**

Each Occurrence/Aggregate	\$2,000,000
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[CONTRACTOR] shall procure and maintain Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate, for the duration of the [AGREEMENT] for claims arising out of their services and including, but not limited to loss, damage, theft, or other misuses of data, infringement of

intellectual property, invasion of privacy and breach of data. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by [CONTRACTOR] in this [AGREEMENT]. It shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. If [CONTRACTOR] maintains broader coverage and/or higher limits than the minimums shown above, [COUNTY] requires and shall be entitled to the broader coverage and/or higher limits maintained by [CONTRACTOR]. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to [COUNTY]. If coverage is written on a claims made basis, then coverage shall be maintained for three (3) years after the termination of this [AGREEMENT]. Coverage shall be procured from an insurance company which carries a Best's Policyholder rating of "A" or better and carries at least a Class "VIII" financial rating. [CONTRACTOR] shall provide certificate(s) of insurance confirming the required coverage on the standard Acord insurance certificate forms.

Additionally, Collin County does not allow a limitations clause that limits the amount of damages to an amount below the required cyber liability insurance. The vendor shall be responsible for Collin County's data if they are breached, regardless of negligence. It shall not be the county's responsibility to prove negligence.

- B. With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:
 - 1. A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.
 - 2. The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
 - 3. All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
 - 4. All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
 - 5. All copies of Certificates of Insurance shall reference the project/contract number.
- C. All insurance shall be purchased from an insurance company that meets the following requirements:
 - 1. A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- D. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - 1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 2. Sets forth the notice of cancellation or termination to Collin County.

5. EVALUATION

The award of the contract shall be made to the responsible proposer whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposal (RFP) in accordance with Local Government 262.030.

The Evaluation Committee will review all proposals received by the closing date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate proposers according to specific criteria and will elevate a certain number of proposers to compete against each other.

The County will use a competitive process based upon “selection levels”. The County recognizes that if a proposer fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining proposers or to elevate a proposer that was not elevated before. The selection levels are described in the following sections.

LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS

The first part of the evaluation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. At the County’s discretion, proposers may be contacted to submit clarifications or additional information within two (2) business days. Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements.

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT (Maximum 85 Points)

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this level. Proposers elevated to Level 2 may be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal. Please see Level 2 chart below for detailed evaluation criteria and scoring.

- It is anticipated that the Evaluation Committee will elevate proposals scoring at least 60 points (70%) to Level 3.

LEVEL 3 – COST (Maximum 25 Points)

Proposers who are elevated to level 3 will have their points combined from level 2 for a maximum of 110 points total. Cost will be evaluated based on responses to Attachment D Pricing Sheet.

LEVEL 4 –REFERENCES, DEMONSTRATIONS, AND INTERVIEWS (Maximum 30 Points)

The Evaluation Committee may hear oral presentations (if desired). Proposers are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the proposer to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the proposer to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting proposers will be notified of time and date. The County reserves the right to waive the demonstration and interview portion of Level 4 in the evaluation process. Please see Level 4 chart below for detailed evaluation criteria and scoring.

- Proposals may be re-evaluated based upon criteria in Level 2.

LEVEL 5 –BEST AND FINAL OFFER

Proposers who are susceptible of receiving award may be elevated to Level 5 for Best and Final Offer. Proposers will be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal and may be invited to present their responses on-site. Proposals may be reevaluated based upon criteria in Level 2 though 4.

Based on the result of the Best and Final Offer evaluation, a single or multiple proposer/s will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other proposers who have submitted proposals and enter into negotiations with them. The County further reserves the right to award a primary, secondary, and tertiary vendor to this contract.

Level 2 - DETAILED PROPOSAL ASSESSMENT

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	General Requirements: Please review and complete Attachment A Requirements and Attachment C Collin County SaaS Questionnaire	Points Based	30 (35.3% of Total)
2.	Firm Overview: See Vendor Response section 2. Firm Overview	Points Based	20 (23.5% of Total)
3.	Value Added Services See Vendor Response section 7.2. Value Added Services	Points Based	20 (23.5% of Total)

4.	Proposed Personnel See Proposal Format section 8.3 Proposed Personnel	Points Based	5 <i>(5.9% of Total)</i>
5.	Approach to Project See Proposal Format section 8.4 Approach to Project.	Points Based	5 <i>(5.9% of Total)</i>
6.	Billing: See Vendor Response section 7.1. Billing Provide invoice sample and explanation of your billing procedures. Include any software that may be used, how often billing occurs, and the process for correcting errors.	Points Based	5 <i>(5.9% of Total)</i>

LEVEL 3 - COST

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Cost Please complete and upload Attachment D Pricing Sheet	Points Based	25 <i>(100% of Total)</i>

Phase 4 - REFERENCES, DEMONSTRATIONS, AND INTERVIEWS (OPTIONAL)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p>Demonstrations:</p> <p>The Evaluation Committee may conduct visual demonstrations (if desired). Proposers are cautioned, however, that visual demonstrations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The visual demonstrations are an opportunity for the Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the proposer to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the proposer to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The visual demonstrations if held, will be scheduled accordingly and all presenting proposers will be notified of time and date. The County reserves the right to waive the demonstration and interview portion of Level 4 in the evaluation process.</p>	Points Based	<p>20 <i>(66.7% of Total)</i></p>
2.	<p>References:</p> <p>Please follow- Vendor Response section 8. Other Questions/Documents (8.10-8.12)</p> <p>*The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process. Reference checks indicating poor or failed performance by vendor may be cause for rejection of the response submitted. References in EHR in Texas are preferred.</p> <p>*The County may conduct all necessary inquiries or investigations, including but not limited to, contacting references to verify the statements, documents, and information submitted in connection with the Proposal.</p>	Points Based	<p>10 <i>(33.3% of Total)</i></p>

6. GENERAL INSTRUCTIONS

Definitions

- A. Offeror: refers to submitter.
 - B. Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.
 - C. Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.
 - D. RFP: refers to Request for Proposal.
 - E. CSP: refers to Competitive Sealed Proposal
- A. If Offeror does not wish to submit an offer at this time, please submit a No Bid.
 - B. Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.
 - C. Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.
 - D. Collin County exclusively uses OpenGov eProcurement Portal for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your Submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.
 - E. A Submittal may not be withdrawn or canceled by the Offeror prior to the ninety-first (91st) day following public opening of Submittals and only prior to award.
 - F. It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in Submittals or to accept such Submittals as it shall deem to be in the best interest of Collin County.
 - G. All RFPs and CSPs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form Submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.
 - H. Submittals via email, oral, telegraphic or telephonic will not be accepted. RFPs and CSPs may be submitted in electronic format via [Collin County eProcurement Portal](#).
 - I. All RFPs and CSPs submitted electronically via [Collin County eProcurement Portal](#). shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

- J. Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all RFPs and CSPs submitted in hard copy paper form only, no flash drives, CD-ROMs or any other form of “plug and play” portable storage device will be accepted as a Submittal. RFPs, and CSPs received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late Submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic Submittals.
- K. For hard copy paper form Submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.
- L. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
- M. Any interpretations, corrections and/or changes to a RFP or CSP and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners Court. Addenda may be transmitted electronically via [Collin County eProcurement Portal](#).
 - 1. Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. <https://procurement.opengov.com/portal/collincountytx> telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror’s receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.
- N. All materials and services shall be subject to Collin County approval.
- O. Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.
- P. Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.
- Q. Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

- R. Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:
1. have adequate financial resources, or the ability to obtain such resources as required;
 2. be able to comply with the required or proposed delivery/completion schedule;
 3. have a satisfactory record of performance;
 4. have a satisfactory record of integrity and ethics;
 5. be otherwise qualified and eligible to receive an award.
- Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.
- S. Vendor shall bear any/all costs associated with its preparation of a RFP/CSP Submittal.
- T. Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective Offerors during the solicitation process is subject to release under the Act.
- U. The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.
- V. Interlocal Agreement: Successful Offeror agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.
- W. Bid Openings: All bids submitted will be read at the County's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the County accepts such bid as responsive.
- The County will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The County will notify the successful Offeror upon award of the contract and, according to state law; all bids received will be available for inspection at that time.
- X. Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

7. TERMS OF CONTRACT

- A. A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.
- B. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.
- C. No public official shall have interest in the contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171.
- D. The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.
- E. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- F. Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- G. All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.
- H. Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.
- I. Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including

attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

- J. Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.
- K. If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:
 - 1. In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
 - 2. In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
- L. Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.
- M. The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.
- N. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
- O. All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed

and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

- P. Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.
- Q. The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.
- R. Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
 - 1. Collin County Purchase Order Number;
 - 2. Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
 - 3. Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- S. Payment will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
- T. All warranties shall be stated as required in the Uniform Commercial Code.
- U. The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- V. The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- W. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- X. The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- Y. The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

- Z. Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- AA. The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- BB. Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- CC. Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.
- DD. Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.
- EE. Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- FF. Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal

Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

GG. Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

HH. Delays and Extensions of Time when applicable:

1. If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Engineer may determine.
 2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.
- II. Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the

7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

- JJ. Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
- KK. Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.
- LL. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

8. PROPOSAL FORMAT

8.1. PROPOSAL DOCUMENTS

To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

- A. Proposals may be submitted online via <https://procurement.opengov.com/portal/collincountytx/projects/107120> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.
- B. If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the contractor to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

Proposal shall include but not be limited to information on each of the following:

8.2. FIRM OVERVIEW

Contractor shall define the overall structure of the Firm to include the following:

- A. A descriptive background of your company's history.
- B. State your principal business location and any other service locations.
- C. State the address and normal business hours of your local service location and list the number of technical support personnel assigned to this work location. Should a service location not exist in the Collin County region please list your nearest service location to the county.
- D. What is your primary line of business?
- E. How long have you been selling product(s) and/or providing service(s)?
- F. State the number and location of installations where your services are in use.
- G. Does your solution require third party software? If yes, explain.

- H. Describe plan to keep Collin County up to date on current changes and operating systems, during the term of the contract.
- I. Identify any terminated public sector projects. Disclose the jurisdiction and explain the termination.
- J. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- K. List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.

8.3. PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/ EXPERIENCE/CREDENTIALS

- A. Provide credentials, qualifications as well as experience for each team member or key personnel on the project.
- B. Provide name, job title, responsibilities, project management practices, role on the project, and number of years they have been in the role.

8.4. PROPOSED PROJECT PLAN

Provide an implementation plan for the proposed product(s)/service(s) to include but not limited to the following areas:

- A. Project Plan to include all necessary components to render it a complete and operational system.
- B. Proposed Project Plan showing, at a minimum, the following key areas:
 - 1. Installation
 - 2. Education and Training
 - 3. Testing and Support
- C. Documentation samples showing the work product the county may expect to receive covering:
 - 1. Warranty/Maintenance
 - 2. Configuration and programming details
 - 3. As-Built Diagrams
- D. Provide a complete documentation set of all project documents including, but not limited to, configuration notes, MS Visio diagrams, as-built drawings and other installation materials.

- E. The County will provide an enterprise project implementation resource to oversee and coordinate integration of the requirements. Contractor shall include a description of how they will interact with this resource.

8.5. REFERENCES

Provide a minimum of three (3) references, other than Collin County. Include the following information for each reference; the name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization. References with similar projects and users are preferred.

- A. Describe the services provided, the start date, months to complete and the total cost of project. Include organizations that have completed similar in scope projects in the last two (2) years.

8.6. SIMILAR PROJECTS INVOLVED WITH

Provide a list of other similar projects that you are involved with currently or will be involved with during the duration of this project.

8.7. TIME SCHEDULE

Provide a schedule for each phase of the proposed project beginning with program development and ending with the date of operation to minimize the duration of the implementation. The schedule shall include all tasks that will require time in the process, such as County review (identify amount of time assumed for each task). All work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work will not be permitted.

8.8. REQUIREMENTS

Contractor shall respond to all requirements in Attachment A-Requirements.

- A. Requirements that require a detailed response shall be submitted as an attachment titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.
- B. Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.

9. VENDOR RESPONSE

In accordance with the directions below, contractor shall provide a response for each item in this section in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. **Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information.** If an item is “not applicable” or “exception taken”, contractor shall state that and refer to Section: Exceptions, with explanation.

Contractor shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If contractor does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

1. General Requirements*

Please complete and upload Attachment A General Requirements and Attachment B Collin County SaaS Questionnaire

*Response required

2. Firm Overview

Contractor shall define the overall structure of the Firm to include the following:

- A. A descriptive background of your company’s history.
- B. State your principal business location and any other service locations.
- C. State the address and normal business hours of your local service location and list the number of technical support personnel assigned to this work location. Should a service location not exist in the Collin County region please list your nearest service location to the county.
- D. What is your primary line of business?
- E. How long have you been selling product(s) and/or providing service(s)?
- F. State the number and location of installations where your services are in use.
- G. Does your solution require third party software? If yes, explain.
- H. Describe plan to keep Collin County up to date on current changes and operating systems, during the term of the contract.
- I. Identify any terminated public sector projects. Disclose the jurisdiction and explain the termination.

- J. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- K. List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.

*2.1. A descriptive background of your company's history.**

*Response required

*2.2. State your principal business location and any other service locations.**

*Response required

*2.3. State the address and normal business hours of your local service location and list the number of technical support personnel assigned to this work location. **

Should a service location not exist in the Collin County region please list your nearest service location to the county.

*Response required

*2.4. What is your primary line of business?**

*Response required

*2.5. How long have you been selling product(s) and/or providing service(s)?**

*Response required

*2.6. State the number and location of installations where your services are in use.**

*Response required

*2.7. Does your solution require third party software?**

☐ Yes

☐ No

*Response required

When equals "Yes"

*2.7.1. Explain**

*Response required

*2.8. Describe plan to keep Collin County up to date on current changes and operating systems, during the term of the contract. **

*Response required

*2.9. Identify any terminated public sector projects. **

Disclose the jurisdiction and explain the termination.

*Response required

2.10. *Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity?**

☐ Yes

☐ No

*Response required

When equals "Yes"

2.10.1. *Please explain the impact both in organizational and directional terms.**

*Response required

2.11. *List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.**

*Response required

3. PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/ EXPERIENCE/ CREDENTIALS

3.1. Project Team/Staff*

Include name, job title, responsibilities, project management practices, role on the project, and number of years they have been in the role - along with credentials, qualifications as well as experience for each team member or key personnel on the project.

*Response required

4. PROPOSED PROJECT PLAN

4.1. *Provide an implementation plan for the proposed product(s)/service(s) to include but not limited to the following areas:**

- A. Project Plan to include all necessary components to render it a complete and operational system
- B. Proposed Project Plan showing, at a minimum, the following key areas:
 - 1. Installation
 - 2. Education and Training
 - 3. Testing and Support
- C. Documentation samples showing the work product the county may expect to receive covering:
 - 1. Warranty/Maintenance
 - 2. Configuration and programing details

3. As-Built Diagrams

D. Provide a Template Business Associate Agreement (BAA) Reference Attachment A 5.29.7

*Response required

4.2. *Provide a complete documentation set of all project documents**

Including, but not limited to, configuration notes, MS Visio diagrams, as-built drawings and other installation materials.

*Response required

4.3. *Provide a description for the following:**

The County will provide an enterprise project implementation resource to oversee and coordinate integration of the requirements. Contractor shall include a description of how they will interact with this resource.

*Response required

5. SIMILAR PROJECTS INVOLVED WITH

5.1. *Provide a list of other similar projects that you are involved with currently or will be involved with during the duration of this project.**

*Response required

6. TIME SCHEDULE

Provide a schedule for each phase of the proposed project beginning with program development and ending with the date of operation to minimize the duration of the implementation. The schedule shall include all tasks that will require time in the process, such as County review (identify amount of time assumed for each task). All work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work will not be permitted.

6.1. *Provide a schedule for each phase of the proposed project**

Provide a schedule for each phase of the proposed project beginning with program development and ending with the date of operation to minimize the duration of the implementation. The schedule shall include all tasks that will require time in the process, such as County review (identify amount of time assumed for each task). All work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work will not be permitted.

*Response required

7. BILLING AND VALUE-ADDED SERVICES

Billing and Value Added Services

7.1. *Billing**

Provide invoice sample and explanation of your billing procedures. Include any software that may be used, how often billing occurs, and the process for correcting errors.

*Response required

7.2. Value Added Services*

Provide explanation of any added services that are included in your offering.

*Response required

7.3. Proposed Personnel*

Provide detailed information of proposed Project Team/Staff Qualifications and Experience

*Response required

7.4. Approach to Project *

Provide explanation of Proposed Project Plan, Similar Projects involved with and Tme Schedule

*Response required

8. Other Questions/Documents

8.1. Attachment A-Collin County Requirements*

Please download the below documents, complete, and upload.

*Response required

8.2. Attachment C-Collin County SaaS Questionnaire*

Please download the below documents, complete, and upload.

*Response required

8.3. Attachment-D Collin County EHR RFP Pricing Sheet*

Please download the below documents, complete, and upload.

*Response required

8.4. Exceptions*

Please download the exceptions attachment, complete, and upload.

*Response required

8.5. Notice*

Collin County exclusively uses OpenGov eProcurement Portal for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

☐ Please confirm

*Response required

8.6. *Contact Information**

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized List authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and/or offers in response to this solicitation.

*Response required

8.7. *Insurance Acknowledgement**

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.

☐ Please confirm

*Response required

8.8. *Bonding Requirement Acknowledgement**

I understand that the bonding requirements of this solicitation are required and are included in the submitted pricing. A bond certificate (payment, performance, and/or maintenance) as stated in the specification document shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.

☐ Please confirm

*Response required

8.9. *Subcontractors**

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

*Response required

8.10. *Reference No. 1**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

*Response required

8.11. Reference No. 2*

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

*Response required

8.12. Reference No. 3*

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

*Response required

8.13. Cooperative Contracts*

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter- local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

☐ Yes

☐ No

*Response required

8.14. Debarment Certifications*

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

☐ Please confirm

*Response required

8.15. *Immigration and Reform Act**

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.

☐ Please confirm

*Response required

8.16. *Disclosure of Certain Relationships**

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

☐ Please confirm

*Response required

8.17. *Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

☐ Please confirm

*Response required

8.18. *Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity,

acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

☐ Please confirm

*Response required

8.19. General Requirements*

Please complete and upload Attachment A Requirements and Attachment B Collin County Saas Questionnaire

*Response required

8.20. Information Regarding Conflicts of Interest*

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the

84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS: <https://www.ethics.state.tx.us/forms/conflict/>

The vendor acknowledges by doing business or seeking to do business with Collin County that they have been notified of the requirements under Chapter 176 of the Texas Local Government Code and that they are solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers: <https://www.collincountytx.gov/Contact/county-officials>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and/or contracting for the attached procurement:

Department:

Candy Blair-Director of Public Health

Taylor Burton-Health Care Coordinator

Christian Jimenez-Financial Analyst, Health Care Services

Patrick Hill-Functional Analyst, Health Care Services

Ramzi Taim-Functional Analyst, Health Care Services

Tina Dunn-Functional Analyst, Health Care Services

Caren Skipworth-Chief Information Officer, Information Tech Services

Samuel Grader-Project Manager, Information Tech Services

Brandon Mestas-Database Administrator, Information Tech Services

Balaji Palaniswamy-Senior System Analyst/Prog, Information Tech Services

Gregory Elliot-Master Architect, Information Tech Services

Reginald Crawford-Business Analyst, Information Tech Services

Purchasing:
Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent
Marci Chrismon, CPPB – Assistant Purchasing Agent

Cory Rogers-Senior Buyer

Commissioners Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

*Response required

Please download the CIQ attachment, complete, and upload.

*Response required

8.21. W-9*

Please download the W9 form, complete, and upload.

*Response required

8.22. Notification Survey*

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

*Response required

8.23. *Proposer Acknowledgement**

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal.

☐ Please confirm

*Response required

8.24. *Critical Infrastructure Affirmation**

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

☐ Please confirm

*Response required

8.25. *Energy Company Boycotts**

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

☐ Please confirm

*Response required

8.26. *Firearm Entities and Trade Associations Discrimination**

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that:

- A. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Request For Proposal #2024-280
Title: Electronic Health Records

☐ Please confirm

*Response required

Reference Number	IMPORTANT INFORMATION: Proposers shall acknowledge and respond to each requirement on this spreadsheet. Any responses that are answered as a yes, mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.	<u>Technology Currently Used by Collin County?</u> (Y/N)	<u>Required (R), Strongly Preferred (S), Preferred (P), Conditionally Required only if proposer provides billing (CR) (R/S/P/CR)</u>	<u>Yes</u> System currently performs these functions and/or agree to requirement	<u>No</u> System does not perform this function and/or cannot agree to requirement	Written Response: Include additional comments below. If additional space is needed, you may include this as a part of your attachment titled "Detailed Response to Requirements" and note accordingly below. The detailed responses shall be in order and include the reference numbers for each requirement response.
GENERAL REQUIREMENTS: BACKGROUND FOR HEALTH CARE SERVICES DEPARTMENT Collin County Health Care Services (CCHCS) is a public health department that protects and promotes the health of the people and communities of Collin County by providing quality public health services. There are five clinics under the health care department: Immunizations Clinic, Employee Health, Tuberculosis Clinic, Sexually Transmitted Infection (STI) Clinic, and Substance Abuse. Our physicians also see patients with other infectious diseases that have been unable to receive an assessment by private health care providers. Overall, there are currently 4 medical providers, 2 licensed professional counselors, 3 clinical program managers, 16 clinical staff, and 21 administrative staff (scheduling appointments, statistics, and records requests) supporting the five clinics and accessing an EHR/PMS with plans for future growth. Approximately 5,100 unique records are in use every year. The Immunizations Clinic provides vaccines to protect infants, children, and adults from illnesses and death caused by infectious diseases. The Employee Health Clinic provides pre-employment physical assessments, as well as primary care services to current employees, their dependents, and retirees. The Tuberculosis (TB) Clinic provides quality diagnostic and treatment services for those diagnosed with active and latent TB as well as completes surveillance and epidemiologic investigations. The STI Clinic offers diagnostic, counseling, and treatment services for eligible uninsured and/or underinsured Collin County residents to prevent and eliminate the spread of STIs in Collin County. The Substance Abuse program provides alcohol-use and drug-use assessments and provides intervention service referrals to Collin County residents. Additionally, Collin County operates an Epidemiology Program and Disease Intervention Services Program, which are responsible for disease surveillance and epidemiological investigations, generating visits to CCHCS' clinics. For the purposes of this RFP. Examples of information include but should not be limited to: a. Patient Demographics b. Patient Statistics c. Progress Notes d. Problems e. Medications f. Vitals Signs g. Past Medical History h. Immunizations i. Laboratory data j. Radiology reports ii. PMS is definable as: Practice Management System. A digital health solution that is designed to assist healthcare providers of all sizes to operate smoothly. A PMS will provide services to assist with the administrative and financial functions. Examples may include but are not limited to: 1. Scheduling Appointments 2. Data Organization 3. Data Analytics / Reporting 4. Invoicing and Billing iii. Responses should identify if the solution is within a singular product and/or if other modules, integrations, and/or components are necessary to produce a "Complete" EHR platform that includes areas such as: invoicing, billing, scheduling, or similar PMS components. iv. If vendor has multiple EHR systems that satisfy the purposes listed above, please provide not only separate documentation of each system but also a comparison/contrast table for review.						
5.15	MAJOR APPLICATION COMPONENTS OF THIS PROJECT INCLUDE:					
5.15.1	Solutions shall comply with federal Health Insurance Portability and Accountability Act (HIPAA).	Y	R			
5.15.2	System shall accommodate 65 CCHCS users. Please outline cost structure, if any	Y	R			
5.15.3	System shall be integrated cloud-based and web-based solution accessible via Google Chrome.	N	S			
5.15.4	System shall be role based, allowing multiple levels of permissions by groupings.	Y	R			
5.15.5	Cloud-based solutions shall comply with Collin County Information Technology Cloud Services Agreement. (Refer to Attachment C, Collin County SaaS Subscription Agreement)	N	R			
5.15.6	Contractors submitting cloud-based solutions shall complete Collin County Information Technology's SaaS Questionnaire. (Refer to Attachment D, Collin County SaaS Questionnaire.)	N	R			
5.15.7	The vendor shall provide both an EHR system and PMS.	Y	R			
5.15.8	The vendor's EHR Product Classification shall be a "Complete" software system according to standards outlined in the Medicare Electronic Health Record Incentive Program. Modular systems will only be accepted if Modules are available that meet all requirements. (https://www.healthit.gov/data/datasets/ehr-products-used-meaningful-use-attestation)	Y	R			
5.15.9	The EHR shall have a Certification Status of "Active" according to the Certified Health IT Product List (CHPL).	Y	R			
5.16	CONTRACTOR QUALIFICATIONS/RESPONSIBILITIES - Shall include, but are not necessarily limited to:					
5.16.1	The vendor shall design, engineer, order, deliver, install (with coordination and assistance from the County IT department and the API integration), produce, implement, test, develop, input software databases, document, and warrant all systems and applications proposed.	Y	R			
5.16.2	The vendor shall have been in EHR/PMS sales and installation for more than 5 years.	Y	R			
5.16.3	The vendor shall perform all tasks necessary to develop and install all operating systems and user databases including data conversion from the existing system with coordination and assistance from the County IT department.	Y	R			
5.16.4	The vendor shall meet with all necessary user groups (CCHCS, IT, and if applicable Auditor and Third Party Credit/Debit Payment contractors) to gather the information necessary to complete all final station and application database designs for all systems and applications that may be a part of any contract resulting from this RFP.	Y	R			
5.16.5	The vendor shall enter all system, user and application database(s) into the appropriate systems, and test them comprehensively with coordination and assistance from the Collin County IT department.	Y	R			
5.16.6	The vendor shall provide customer service, help desk, and disaster recovery services for the duration of the contract.	Y	R			
5.16.7	The vendor shall provide Collin County with a comprehensive, final detailed system design configuration, including the practice management system and EHR system and all associated application systems prior to start of system installation and in accordance with an agreed upon delivery schedule reviewed and approved by Collin County.	Y	R			
5.16.8	The vendor shall provide a primary contact on behalf of the contractor who will work with CCHCS and Collin County's Information Technology (IT) department for the duration of this project and is subject to Collin County's approval.	Y	R			

5.16.9	The vendor shall clearly identify proven expertise to provide the required functionalities to meet the business needs of the CCHCS through the implementation of a practice management and EHR system.	Y	R			
5.16.10	The vendor may propose optional or value-added services related to the scope of goods and/or services described in the specifications and/or listed on the Pricing/Delivery Information sheet(s) of this RFP by identifying other items and/or brands not identified by Collin County in this RFP. At a minimum, discuss service capabilities and reasons why it would be valuable for this project.	Y	P			
FUNCTIONAL REQUIREMENTS						
5.17 DASHBOARD						
5.17.1	The EHR/PMS should have the ability to display automated reports, email/messages, calendar, or other important functions on an easily accessible dashboard.	N	S			
5.18 FINANCIALS						
5.18.1	Financial Record: Munis/Tyler Technologies is Collin County government's official procurement and financial software. It is the system of record for financial transactions and the location where financial audits will be conducted. All financial transactions that occur in the EHR/PMS (payments, voids, refunds, etc.) shall be stored in Munis. All information regarding transactions shall be recorded as a permanent audit record in Tyler Technologies' Munis system. The vendor must provide information regarding whether they have previously completed and interface with a Tyler Technologies product.	Y	CR			
5.18.2	Credit/Debit Card Payments: Certified Payments is Collin County's current debit and credit card payment processor. Other payment processors may be utilized. If other vendors are proposed for this service, their fees should be listed as part of the RFP.	Y	S			
5.18.3	Collin County does not currently process financial transactions using an EHR/PMS. The EHR/PMS may be integrated with Collin County's current financial software, Munis, and have the ability to complete point of sale payment processing, generate a receipt/invoice, record a payment, void a record or receipt, debit an account, adjust a balance, reconcile a cash draw, close out collections, and comply with accounting standards that control who may perform certain tasks based on a previous action (e.g. the same person may not assess and verify a fee).	N	S			
5.18.4	The EHR/PMS shall submit billing reimbursement claims to Medicaid and the Children's Health Insurance Program (CHIP).	N	CR			
5.18.5	In the future, Collin County Health Care Services may begin billing public and private insurance. The EHR/PMS should be able to have features turned on to complete invoicing and billing for private insurance and public insurance other than Medicaid (Medicare, etc.). If this were to occur, the solution would need to be: • System shall be compliant with all Center for Medicaid and Medicare Services (CMS) laws and guidelines.	Y	CR			
5.18.6	• Able to verify if insurance valid and estimate current coverage, deductibles, and coinsurance available.	N	S			
5.18.7	• Able to generate an estimate/invoice that contains all charges, indicates the portion covered by insurance, and amount owned by patient/responsible party. o Allow the portion of the fee owed by the patient/responsible party to be paid at the time of service.	N	S			
5.18.8	• Provide access to an insurance clearinghouse to process all transactions and reimbursements with public and private insurance companies. o The clearinghouse will process the insurance reimbursement payment and report transactions of payments received from insurance in Tyler Technologies' Munis system.	N	S			
5.18.9	• Communicate with EHR/PMS system regarding the remaining balance not covered by patient/responsible party or insurance. Generate remaining billing statement to send to patient.	N	S			
5.18.10	System may provide the ability to build receipt template(s) and allow authorized personnel to edit template as necessary.	N	P			
5.18.11	System may provide ability to enter customer's email address to automatically email their receipt when transaction is completed. Emails must only contain HIPAA-compliant information.	N	P			
5.18.12	System may have ability to reconcile unpaid transactions for an account.	N	P			
5.18.13	The system may have the ability to capture eligibility information that determines which transaction code is utilized by the system. The system would have multiple fields that apply to eligibility for different clinics and programs that would be customizable. Ideally, the system would be able to utilize logic to determine which billing rate should be utilized based on the service provided and eligibility data (i.e. A patient with no insurance and a household income of \$500 per month will have a cost of \$0.00 per vaccine).	N	P			
FINANCIALS SECTION A: IF ANSWERED YES TO 5.18.3, CONTINUE BELOW. AFTER COMPLETING SECTION A, SKIP FINANCIALS SECTION B AND CONTINUE BEGINNING AT SECTION 5.19: PHOTOS/VIDEOS/STORAGE. IF ANSWERED NO, SKIP TO FINANCIALS SECTION B.						
5.18.14	System may provide the ability to find any receipt after a transaction is completed and re-print the receipt when needed. Receipts may not be deleted from the system.	N	CR			
5.18.15	System may have ability to search transactions by claim number, transaction number, check number, party name, dollar amount, date/time recorded, or batch number.	N	CR			
5.18.16	System may provide configurable list for payments associated with each account and allow system administrators to associate the account that will be applied to each charge type. This feature will include the ability to generate a report showing the individual charges per account by date.	N	CR			
5.18.17	System may have ability to void any transaction including related fees, and include a comment box for private clerk's notes detailing the reason for the void.	N	CR			
5.18.18	System may provide ability to run a report on voided transactions to include detail of transaction, reason for void, clerk/supervisor who processed the void and any comments entered regarding the void.	N	CR			
5.18.19	System may have the ability to document supervisor approval for processing transactions voids, refunds, or fee waivers.	N	CR			
5.18.20	When used, the system must include a comment box for private clerk's required notes detailing the reason for waiving the fees and require supervisor's notification and/or approval.	N	CR			
5.18.21	System may have a simple user interface for cashiers that includes, but is not limited to, end of day balancing, till reconciliation, and daily reporting. End of day balancing should be broken out by tender type (e.g., Cash, Check, Credit Card, etc.).	N	CR			
5.18.22	System may provide ability for any authorized cashier to run cash register report by user defined date range.	N	CR			
FINANCIALS SECTION B: IF ANSWERED NO TO 5.18.3, CONTINUE BELOW.						
5.18.14	System may provide the ability to find any receipt after a transaction is completed and re-print the receipt when needed. Receipts may not be deleted from the system.	N	P			
5.18.15	System may have ability to search transactions by claim number, transaction number, check number, party name, dollar amount, date/time recorded, or batch number.	N	P			
5.18.16	System may provide configurable list for payments associated with each account and allow system administrators to associate the account that will be applied to each charge type. This feature will include the ability to generate a report showing the individual charges per account by date.	N	P			
5.18.17	System may have ability to void any transaction including related fees, and include a comment box for private clerk's notes detailing the reason for the void.	N	P			

5.18.18	System may provide ability to run a report on voided transactions to include detail of transaction, reason for void, clerk/supervisor who processed the void and any comments entered regarding the void.	N	P			
5.18.19	System may have the ability to document supervisor approval for processing transactions voids, refunds, or fee waivers.	N	P			
5.18.20	System may allow for the waiving of full or partial fees associated with a transaction. When used, the system may include a comment box for private clerk's required notes detailing the reason for waiving the fees and require supervisor's notification and/or approval.	N	P			
5.18.21	System may have a simple user interface for cashiers that includes, but is not limited to, end of day balancing, till reconciliation, and daily reporting. End of day balancing should be broken out by tender type (e.g., Cash, Check, Credit Card, etc.).	N	P			
5.18.22	System may provide ability for any authorized cashier to run cash register report by user defined date range.	N	P			
5.19	PHOTOS/VIDEOS/STORAGE					
5.19.1	System should have the ability to capture multiple photos within a client's record.	Y	S			
5.19.2	System may have the capacity to upload unlimited photos.	N	P			
5.19.3	Each photo uploaded shall have the ability to associate with a category, subject, date taken, and system date stamped when uploaded.	Y	R			
5.19.4	Vendor shall outline storage cost structure (Documents, Pictures, Video)	N	R			
5.19.5	Vendor shall outline costs associated with digital storage (if any) and identify if this is a one time, annual, or other cost association for documents, pictures, videos, and similar that will stored within the solution. Vendor shall also outline if there is the ability to archive data to help reduce storage and the retrieval process as necessary.	N	R			
5.20	ALERTS					
5.20.1	The EHR/PMS system should provide an in-system solution that generates the next date in which a patient is to be given the next immunization, medication, or titler.	N	S			
5.20.2	The EHR/PMS system shall grant Collin County staff the ability to tag records based on categories such as order notes, labs, progress notes, referrals, no shows, Spanish-speaking, do not schedule, walk-in only, in-person only, etc. These categories should be customizable. These categories shall be available for analysis in the reporting feature.	Y	S			
5.20.3	The patient chart should have a feature that alerts clinicians if there are interactions between medications a patient is taking.	Y	R			
5.21	CALENDAR					
5.21.1	The system shall have an integrated appointment-scheduling calendar. Appointments will be created in the calendar and that appointment will be associated with a patient, a provider, work group, or multiple parties. • Examples of these appointments may include: immunizations appointment, drug screening, pre-employment physical, Functional Physical Capacity Assessment, wellness visit, sick visit, follow up visit, STI testing visit, STI treatment visit, TB testing visit, TB treatment visit, Substance Abuse assessment, etc.	Y	R			
5.21.2	A master calendar view shall be available for the entire organization as well as master view for individual clinics that can be grouped and sorted by different appointment types or features.	Y	R			
5.21.3	The patient's next scheduled appointment date should appear on the calendar as a shared appointment between the primary worker (physician, nurse, etc.) and patient and an alert should appear on the primary workers' dashboard.	N	S			
5.21.4	The calendar function shall allow for a query of the workers' schedules, as well as accessing a patient's specific schedule. For example, a physician has an appointment scheduled for 12:00 p.m. in the Employee Health Clinic with Patient X. The appointment shall be viewable by the patient from the patient portal. The appointment shall also be viewable by physicians and office staff on the Employee Health Clinic Calendar and the Master Calendar. From the Master Calendar, physicians and office staff shall have the ability to filter appointments by appointment type and physician/mid-level provider assigned.	Y	R			
5.21.5	The calendar shall have the following functions: Show and hide certain calendars from a user's view based on roles and business rules	Y	R			
5.21.6	The calendar shall have the following functions: Allow overrides of a restricted calendar view by authorized personnel	Y	R			
5.21.7	The calendar shall have the following functions: Show/print calendar in day, week, or month format	Y	R			
5.21.8	The calendar may have the following functions: Visual indicator of a change/new calendar appointment	N	P			
5.21.9	Printed reports from the calendar shall have the following: List of patients with specific appointment types in a date range	Y	R			
5.21.10	Printed reports from the calendar shall have the following: Individual patient calendar	Y	R			
5.22	SCHEDULING					
5.22.1	The scheduling system shall allow for each specific clinic to maintain a schedule for booking appointments.	Y	R			
5.22.2	The system shall have the ability to set up a queue system in which a specific number of appointment slots will be available for staff to book for patients as well as the ability to assign staff to specific types of appointments.	Y	R			
5.22.3	The scheduling system shall have a tracking component for the outcomes of each appointment such as office cancelled appointment, patient cancelled appointment, no-show, office rescheduled, patient rescheduled, appointment completed, active appointment, mistake, patient deceased, other, etc.	Y	R			
5.22.4	The system shall have strong scheduling tools for administrative staff (e.g. rescheduling, messaging, automated appointment reminders) that can be easily scaled in surge events (may include significant increase in the number of appointments, quantity of messages, number of administrative staff using the system, etc.)	Y	R			
5.22.5	Collin County staff shall be able to create custom appointment reminders according to specific clinic(s) and/or appointment type(s). Collin County staff shall be able to send patients reminders, per patient preference, for preventive/follow-up care, to complete paperwork, etc. (i.e. phone, text, email, within patient portal based on preference).	Y	R			
5.22.6	New patients, not previously registered in the patient portal, should be able to request appointments online for certain clinics.	N	S			
5.22.7	During public health emergencies, the system should allow patients not previously affiliated with the clinic to make an appointment with basic demographic data only. These patients should be required to complete an eligibility-screening form prior to scheduling an appointment. Once their appointment is scheduled, they should be incorporated into normal pre-appointment form and appointment reminder workflows.	N	S			

5.22.8	When the EHR/PMS system is utilized by reception staff on the scheduling screen, basic patient information may be easily visible, such as patient name, phone number, email address, additional editable notes, and the specific appointment type.	Y	P			
5.23	FORM BUILDER					
5.23.1	The system shall be able to create custom forms/letters in real time based on specific data in the system as well as use a set of pre-made forms based on the work flow (with embedded tokens).	N	R			
5.23.2	The business requirements for a form builder shall allow a place within the application to create needed forms for documentation purposes.	N	R			
5.23.3	The forms will range in complexity and content. The majority of the forms shall contain the basic "header" information of a client.	N	R			
5.23.4	The system shall have the ability for Collin County staff to create custom patient forms, custom charting templates, and customize system options for laboratory tests. During public health emergencies, the EHR/PMS system shall have the ability to setup a new "clinic" within the system quickly (within 24 hours), containing new appointment types, custom forms, and custom charting templates.	N	R			
5.23.5	Fields for questions/headings and responses in custom forms and charting templates shall have very high or unlimited character limits. Free text entry shall be allowed in both form/chart template questions/headings and the associated response field.	N	R			
5.23.6	A minimum of 300 custom forms and custom charting templates shall be allowable within the EHR/PMS system.	N	R			
5.24	REPORTS					
5.24.1	The reporting module shall be robust and allow for staff to pull individual level reports as well as aggregate reports from all data points.	Y	R			
5.24.2	The system may have report scheduling tools and exporting capabilities, which include but are not limited to, automated reports with the capability to export in various formats, email distribution features, dashboard capability, etc.	N	S			
5.24.3	Fields within clinical charts shall be able to be included in customizable reporting.	Y	R			
5.24.4	Fields within patient forms shall be able to be included in reporting and analytics.	N	R			
5.25.5	System shall have ability to export data on a designated schedule or by user defined date range without limitations. The EHR/PMS system shall have the ability to track the following non-exhaustive list of data: vaccine lot numbers, vaccines administered, patient eligibility types, number of patient visits, appointment types, diagnoses, duration of appointments, detailed lab reporting, appointments completed per health care provider, patient demographics, veteran status, etc.	N	R			
5.24.6	The EHR/PMS system shall provide Collin County with a reporting feature that enables compliance with federal and state laws surrounding producing patient records upon receipt of a formal medical record request. This system feature would provide the ability to retrieve and print a specific patient's entire or partial chart. This feature shall have the ability to filter by a date range and by document type to retrieve the items listed in the formal record request.	Y	R			
5.24.7	Reports on vaccine current inventory levels and historic inventory changes shall be available.	N	R			
5.24.8	The system shall have the capability for Collin County system administrators to generate a report of all record changes, including the user, type change, and date/time of change.	Y	R			
5.25	DOCUMENT UPLOADER/SCANNED DOCUMENTS/DOCUMENT VIEWER					
5.25.1	The system shall allow for documents to be uploaded/scanned and associated directly with a specific patient and within the patient's file to a specific section. System shall have the ability to scan paper documents into the chart.	Y	R			
5.25.2	System shall allow for a range of documents to be uploaded including, but not limited to, portable document format (.PDF).	Y	R			
5.25.3	System shall have ability to zoom in or out of a document using touch screen, icons or hot keys.	Y	R			
5.25.4	System should provide Optical Character Recognition (OCR) on all images.	N	S			
5.25.5	System should provide key word search within each document similar to using the Ctrl+F function in Microsoft Office.	N	S			
5.25.6	System should be compatible with, but not limited to, the following: Lexmark printers, Fujitsu scanners, and Dymo label printers	Y	S			
5.26	PATIENT PORTAL					
5.26.1	The EHR/PMS system shall provide the ability for Collin County staff to message all patients with appointments during a specific date/time range (i.e. an emergency closure or other incident). This must be able to occur via phone, text, email, and within the patient portal.	Y	R			
5.26.2	The EHR/PMS system shall provide a patient portal that is user-friendly for both patients and staff.	Y	R			
5.26.3	The patient portal shall allow preexisting patients to self-schedule their appointments online, with the ability to handle multiple clinics, schedules, appointment types, and vaccines (with minimized need for staff interaction).	Y	R			
5.26.4	The patient portal shall have the ability to create forms/questionnaires pertaining to the patient's appointment and send them via the patient portal for completion prior to their appointment. These forms and questionnaires must have the ability for logic to be included, which will determine the questions to be asked based on previous responses.	N	R			
5.26.5	The patient portal shall provide patients with electronic access via patient portal to their health information and to print records in real time.	Y	R			
5.26.6	The telemedicine solution may have the ability to take screenshots and save them in the patient chart.	N	P			
5.26.7	Collin County staff and clinicians shall be able to complete text-based communication with patients from within the patient portal.	Y	R			
5.26.8	Patients shall be able to request medication refills within the patient portal.	Y	R			
5.26.9	In the event of an emergency, the EHR/PMS system shall provide Collin County the ability to add a new clinic/appointment type in the system and appointments will be available within the patient portal within 24 hours.	Y	R			
5.26.10	The patient portal should be able to operate with an influx of thousands of patients simultaneously registering for and accessing the system during a public health emergency.	N	S			
5.26.11	The patient portal should be compatible with computers, cell phones, and kiosk systems to allow patients to check in and fill paperwork.	N	S			
TECHNICAL REQUIREMENTS						
5.27	SYSTEM ARCHITECTURE					

5.27.1	The system shall utilize a Software as a Service (SaaS) cloud-based system that can be accessed from the web to allow staff to connect to the EHR/PMS system from any computer or mobile device. It is important for the software to update remotely without requiring in-house IT staff manually install updates and components on individual computers.	N	S			
5.27.2	The vendor should provide telemedicine services: This system should have the ability to chart using custom templates within the EHR/PMS system simultaneously.	Y	S			
5.27.3	The vendor's EHR/PMS system should contain up-to-date formularies and current procedural terminology (CPT) codes. Updates should be made to all formularies and CPTs within the EHR/PMS system within 3 months of revision(s).	N	S			
5.27.4	The vendor should provide a Health Information Exchange (HIE) to maximize the efficient approach to interoperability when receiving, sharing, and reporting clinical data and outcomes with external healthcare providers. This element should have the ability for CCHCS to adjust settings for each clinic regarding if the patient's data may be shared (some clinics have data that cannot be shared without strict legal requirements being met) and also allow individual patients to opt out of this sharing.	N	S			
5.27.5	The EHR/PMS system should have a spell check feature within the clinical charts.	N	S			
5.27.6	System should include advanced search and filter capabilities allowing users to narrow down their search results expeditiously when searching patients, charts, templates, forms, etc.	Y	S			
5.27.7	System should have alerts to notify the scheduler of potential duplicate patient entries.	N	S			
5.27.8	The system should have the ability to maximize the efficiency of data entered by both clinicians and patients by having the data entered in one field replicated across duplicate fields in other forms/patient charts (i.e. date of birth or patient name).	N	S			
5.27.9	The vendor may include an in-system solution with the capability to conduct Video Directly Observed Therapy (VDOT). Collin County typically has 20-30 patients completing daily VDOT at any time. 1. Alternately, the vendor may provide a solution for an interface between Collin County's current VDOT vendor, SureAdhere, and the EHR/PMS system so that patient responses to daily forms/surveys and data on whether patients successfully completed each daily VDOT session are logged. This interface may or may not include the video recordings themselves. 2. If VDOT is conducted within the EHR/PMS system or an interface is built that includes video being stored in the EHR, video files should be stored for one-year minimum.	N	P			
5.27.10	The vendor is to provide Collin County staff with an in-system solution that allows secure emails/faxes that can attach patient chart elements, to be sent directly from the EHR/PMS system to external stakeholders (i.e. attorneys, jail, and juvenile detention).	N	P			
5.27.11	The system should have the ability to create, log, and display growth charts within the clinical charts (i.e. to track pediatric ages and weights, etc.).	N	P			
5.28	USERS					
5.28.1	The EHR/PMS system shall have a role-based security access within the system, allowing multiple levels of permissions by groupings.	Y	R			
5.28.2	The EHR/PMS system may allow homepage/toolbar customization by user type for ease of use. The system may be able to have preset recommended features for each role/position on the homepage/toolbar.	Y	P			
5.28.3	For individual access, the EHR/PMS system shall have a fluid role/permission structure that will be defined by role and individual. The roles shall be based on a range of permissions from Administrator to read only access. The roles shall be used as a basis for the permissions at the individual level. The roles shall also be flexible to be in line with supervisor/supervisee as well as independent of the hierarchical structure of the department, allowing for some roles to cut across supervisory groups.	Y	R			
5.28.4	Users shall have their own username and password to allow access to the system. The password should follow the County's requirements. Department employees shall be attached to the hierarchy of supervisors or other roles. User accounts shall be controlled by the administrative entity in which the records are assigned (e.g. Immunizations, Employee Health, STI, TB, Substance Abuse, etc.)	Y	R			
5.28.5	User roles shall be active while employed. The system shall allow any user who is authorized through the permissions/role to suspend accounts. The Super Administrator role shall be the only role to disable an account permanently (no user should be completely deleted since a history record should be maintained of all activity).	Y	R			
5.29	SECURITY/ADMINISTRATION AREAS					
5.29.1	The system shall meet all federal and state data security and confidentiality laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology and Economic and Clinical Health Act (HITECH). The ability to establish safeguards to prevent the unlawful deletion of records and set retention policies is required.	Y	R			
5.29.2	The system shall have HIPAA auditing and compliance capabilities.	Y	R			
5.29.3	The system shall have the ability to customize the EHR/PMS system to specifications needed for multiple public health clinics (e.g. Immunizations, Employee Health, Tuberculosis, Sexually Transmitted Infection (STI), and Substance Abuse) with operations that differ significantly from most routine medical facilities. To be able to operate each of these clinics within the EHR, it must have the ability for Collin County staff to create custom patient forms, custom charting templates, and customize system options for laboratory tests. During public health emergencies, the EHR/PMS system must have the ability to setup a new "clinic" within the system quickly (within 24 hours), containing new appointment types, custom forms, and custom charting templates.	Y	R			
5.29.4	If digital meetings are required between Collin County and the vendor for training, customer service troubleshooting, or other purposes, they shall be completed using a HIPAA-compliant platform approved by Collin County IT. These meetings may be held using Collin County's digital meeting platform, WebEx. If the vendor wishes to utilize another platform, please provide the name and access instructions. 1. The vendor shall outline a Collin County IT approved process for remote system access for troubleshooting. This system must be approved by Collin County IT.	N/A	R			
5.29.5	A process for remote system access for troubleshooting may be outlined by the vendor. This system must be approved by Collin County IT.	Y	P			
5.29.6	The system shall be compliant with all retention schedules for local public health agencies as outlined in the Texas State Library and Archives Commission, Local Schedule (13 Texas Administrative Code §7.125(a)(11)).	Y	R			
5.29.7	The vendor must complete a Business Associate Agreement (BAA), and meet all applicable federal and state policies and laws, upon issuance of the contract.	Y	R			
5.29.8	The system shall be hosted on a HIPAA compliant server.	Y	R			
5.29.9	Where possible, Microsoft Windows Active Directory authentication shall be used to validate the user. The ability to use the Collin County Federated Systems Authentication Portal is desirable.	Y	R			
5.29.10	User passwords shall be required to be reset every 90 days maximum.	Y	R			

5.29.11	The system administrator for each user department shall have the ability to create, edit and delete user profiles; designate rights and roles, set or reset passwords, establish password criteria (length, character type required, etc.), manage value lists and code tables, modify layouts to include or remove fields, and other functions unique to his/her department including adding/deleting/cloning rights. Changes made by one department will not affect or change the user experience for other user departments. The ability to change the user experience for an individual shall also be able to be applied across all departments for that same user.	Y	R			
5.29.12	All changes to any patient record shall be tracked and saved for security purposes and include the user, type, and date/time of the change. This shall include, but not be limited to, accessing a specific patient record as well as any changes to that record. Detailed information of what was changed, both the original content and the new content, must be available for review. Only designated staff will have the ability to see change history and reports. Documentation such as court orders must be allowed to be attached as documentation for changes made. The old record and documentation must be able to be hidden if it is legally required to not be disclosed.	Y	R			
5.29.13	Records shall be able to be soft deleted from the system. No users will have the capability to hard delete a record in accordance with HIPAA law. Even if soft deleted, the system shall track any changes to the record accordingly.	Y	R			
5.29.14	The vendor shall provide rules of engagement to Collin County for the performance of penetration testing on a yearly basis.	Y	R			
5.29.15	The system shall comply with Health Insurance Portability and Accountability Act (HIPAA).	Y	R			
5.29.16	If the system processes financial transactions, the configuration of a user role with read-only access to the financial records (invoices, receipts, bill balance reports, etc.) and prevents access to patient diagnostic or clinical records.	Y	R			
5.29.17	Cyber Liability insurance must be maintained as outlined in the RFP for the duration of the contract for claims arising out of vendors' services and including, but not limited to loss, damage, theft, or other misuses of data, infringement of intellectual property, invasion of privacy and breach of data.	Y	R			
5.30 INTERFACES						
The purpose of this section is to determine the vendor's methods, abilities and experience in designing and developing interfaces. The required interfaces with state agencies and other external entities, including existing case management systems, are identified below with brief descriptions. At this time, specifications adequate to provide accurate cost estimates for these interfaces are not available. Specific cost estimates for these interfaces will be discussed at a later time. In your response, please answer the following questions related to your approach for constructing interfaces with external						
5.30.1	Laboratory Interfaces, Clinical Pathology Laboratories (CPL): An integration shall send laboratory requisitions and receive laboratory results, which can be saved easily in the appropriate patient's chart. The system shall include a comprehensive tracking system for the reporting of all tests ordered and results received.	Y	R			
5.30.2	Laboratory Interfaces, Alere Toxicology (Abbott Toxicology): An integration should send laboratory requisitions and receive laboratory results, which can be saved easily in the appropriate patient's chart. The system should include a comprehensive tracking system for the reporting of all tests ordered and results received.	N	S			
5.30.3	Laboratory Interfaces, LabCorp: An integration should send laboratory requisitions and receive laboratory results, which can be saved easily in the appropriate patient's chart. The system should include a comprehensive tracking system for the reporting of all tests ordered and results received. Collin County has two separate LabCorp accounts. This integration would need ensure that for each requisition submitted that there was an option to select which account to utilize.	N	S			
5.30.4	Quest: An integration should send laboratory requisitions and receive laboratory results, which can be saved easily in the appropriate patient's chart. The system should include a comprehensive tracking system for the reporting of all tests ordered and results received. Collin County has two separate Quest accounts. This integration would need ensure that for each requisition submitted that there was an option to select which account to utilize.	N	S			
5.30.5	Laboratory Interfaces, Dallas County LabOnline: The vendor may provide an integration to send laboratory requisitions and receive laboratory results, which can be saved easily in the appropriate patient's chart. The system may include a comprehensive tracking system for the reporting of all tests ordered and results received.	N	P			
5.30.6	Laboratory Interfaces, Texas Department of State Health Services (DSHS) Laboratory - Austin: The vendor may provide an integration to send laboratory requisitions and receive laboratory results, which can be saved easily in the appropriate patient's chart. The system may include a comprehensive tracking system for the reporting of all tests ordered and results received.	N	P			
5.30.7	Laboratory Interfaces, University of Florida Laboratory: The vendor may provide an integration to send laboratory requisitions and receive laboratory results, which can be saved easily in the appropriate patient's chart. The system may include a comprehensive tracking system for the reporting of all tests ordered and results received.	N	P			
5.30.8	Imaging, Envision Imaging: An integration shall send imaging requisitions and receive imaging results, which can be easily saved in the appropriate patient's chart.	Y	R			
5.30.9	Imaging, Solis Mammography: An integration should send imaging requisitions and receive imaging results, which can be easily saved in the appropriate patient's chart.	N	S			
5.30.10	State of Texas, Texas Department of State Health Services (DSHS), ImmTrac2: Bi-directional communication should determine if a patient has had previous vaccinations (data located in ImmTrac2), import patients' previous vaccinations into EHR/PMS medical record from ImmTrac2, and sends new information regarding new immunizations from the EHR/PMS to ImmTrac2. Collin County currently uses a substitute DSHS system for immunizations data and vaccine management, the Texas Wide Integrated Client Encounter System (TWICES) since the current EHR/PMS does not have an ImmTrac2 API. The system is being ended by DSHS in 2024 and the EHR/PMS should complete this functionality.	N	S			
5.30.11	Do you have experience with bi-directional communication with ImmTrac, or another state or federal vaccine record system? If so, do you specifically have experience with Texas' ImmTrac system?	N	S			
5.30.12	State of Texas, Texas Department of State Health Services' (DSHS) National Base System (NBS) Electronic Disease Surveillance System (NEDSS) database for infectious disease surveillance and reporting: Currently, this system does not allow for outside interfaces. In the future, it is believed that this option will become available. The EHR/PMS solution may allow for bi-directional communication with NEDSS to submit and receive disease surveillance reports.	N	P			
5.30.13	The EHR/PMS system may include a GIS address verification feature or interface that indicates whether a patient's address is within Collin County or outside of the county.	N	P			
5.31 DATA CONVERSION						
5.31.1	Do you have experience with data conversion from other EHR's to your system?	N/A	R			
5.31.2	If yes to 5.31.2, what EHR systems have you converted? Please identify relevant experience including reference contact information of clients.	N/A	N/A			

5.31.3	The vendor shall describe any existing framework your product may include to facilitate converting data from other systems.	N/A	R			
5.31.4	The vendor shall describe if/how the application's business logic would be enforced on new data as its being converted.	N/A	R			
5.31.5	The vendor shall create a data conversion plan to convert all current data and images.	N/A	R			
5.31.6	The data conversion plan shall clearly define the roles and responsibilities of the contractor and Collin County.	N/A	R			
5.32	RELIABILITY & DISASTER RECOVERY					
5.32.1	The vendor shall describe their backup and business continuity strategies including a disaster recovery plan that would restore data if the cloud system's data center was rendered unusable as a result of a natural disaster or major catastrophe.	N/A	R			
5.32.2	The EHR/PMS system shall have local data backup capability and redundancy that can handle surge events/high demand periods.	N/A	R			
5.33	WORKFLOW					
5.33.1	The system shall have the ability for clinic staff to enter new medications that are not part of the system's formulary or edit existing formulary medications. As a health department, CCHCS may receive medications from the federal government that are not yet commercially available	N	R			
5.33.2	The system shall provide an enterprise clinical physician order entry and results platform. The results will only be visible by clinical staff initially until reviewed and approved for release to the patient. See required and strongly desired interfaces listed in Technology Currently Utilized by Collin County Health Care Department section.	Y	R			
5.33.3	The EHR/PMS system shall provide the ability to prescribe electronically, where clinical staff can electronically send prescriptions directly to outside pharmacies.	Y	R			
5.33.4	The EHR/PMS system shall maintain data on prescribed medications and controlled substances, and the ability to review and confirm history of electronic prescriptions and those manually entered.	Y	R			
5.33.5	System shall allow users to search patients by any of the following fields to view a record: first name, last name, preferred name, date of birth, and last four digits of social security number.	Y	R			
5.33.6	The chart shall show both the name and title of the clinician completing the charting, plus the date and time. This must also occur in the documentation for each immunization administered.	Y	R			
5.33.7	In immunization records, the name and title of the individual administering vaccines should be editable so that the name and title of another provider who gave the immunization can be entered. During offsite immunization clinics, the individual who gave the vaccine may not be the same person entering the data into the EHR/PMS system. Documentation would still be needed indicating the name and title of the person updating the EHR/PMS system record.	N	R			
5.33.8	The vendor should provide an in-system provider referral feature. This feature will grant clinicians the ability to refer patients to other external providers from within the EHR/PMS system	N	S			
5.33.9	The system should increase productivity among clinical staff through the use of workflows that streamline their work through an integrated plan of care with clinical decision support capabilities. 1. Within the patient portal, custom workflows should be able to be created and edited to minimize the need for staff interactions. 2. For example, a patient would schedule an appointment through the patient portal and be presented with the relevant patient paperwork to complete. Automatic reminders would be sent based on the appointment type/date and completion status of paperwork. Upon arrival for an appointment, the next required forms/chart templates would become easily available. If any follow up appointments/referrals were needed, reminders would be sent to the healthcare providers. 3. Example: The EHR/PMS system would have a feature for clinical staff to see when a patient has been checked-in and is ready to be taken to an exam room. Clinical staff should be able to notate which clinician has assigned themselves to the patient and which exam room will be utilized.	N	S			
5.33.10	The system should track current medication and vaccine inventory levels. The system should allow staff to change the inventory on-hand manually as new medications/vaccines are delivered, wasted, expired, or recalled. The system should automatically decrement vaccines from the available inventory as medications are recorded in the patient chart as being administered on site. 1. Collin County clinics often have the same vaccine that is purchased from multiple sources and must be differentiated and tracked separately (i.e. one set of vaccines owned by the State that are only available to eligible patients, another set of the same vaccine purchased by Collin County that are available to different patients, etc.). The system should have the ability to select which vaccine will be used (i.e. TVFC influenza vaccine versus Employee Health influenza vaccine).	N	S			
5.33.11	The EHR/PMS system should have the capability for clinicians quickly and easily document multiple vaccines in one visit. The immunization record generated should be viewable in a grid/chart format rather than plain text only (i.e. One row for the MMR vaccine that lists all dates it was received, followed by one row for the Influenza vaccine and all dates it was received, etc.). Currently, nurses would rather chart in TWICES when multiple vaccinations need to be documented, as it is much faster and more efficient than the current EHR/PMS system where vaccines have to be documented separately. 1. Collin County clinics often have the same vaccine that is purchased from multiple sources and must be differentiated and tracked separately (i.e. one set of vaccines owned by the State that are only available to eligible patients, another set of the same vaccine purchased by Collin County that are available to different patients, etc.). The system should have the ability to select which vaccine will be used (i.e. TVFC influenza vaccine versus Employee Health influenza vaccine).	N	S			
5.33.12	If there are patients with multiple records, the system should have the capacity to link/merge records together so that the record can be attached to a single person. The system would merge the medical record documents into a single medical record while still maintaining both patient accounts.	N	R			
5.33.13	The system shall have the ability to expunge and non-disclose records as required by statute and in accordance with the criteria established by each user department.	Unknown	R			
5.33.14	EHR/PMS system should have the ability to send alerts/tasks within the EHR/PMS system to all levels of staff as reminders to complete work in queue/process within required timeframes and for monitoring by supervisors (i.e. sign notes, review labs, answer patient portal questions, and renew prescriptions).	N	S			
5.33.15	The system should have the capability for clinicians to email or text patients directly from the telehealth application.	Y	S			
5.33.16	In the event of a record request, the EHR/PMS system is to provide the capability for a Collin County staff member to send a direct fax from the EHR/PMS system to the requesting provider, facility, or requestor. This includes the ability to separate records based on specified categories for a record request.	N	P			
5.34	Test Environment					
5.34.1	The vendor shall explain and describe the testing process for system testing and unit testing and further outline the environment necessary to support code generation and testing for your system.	N/A	R			
5.34.2	The vendor shall explain how they handle regression testing.	N/A	R			

5.34.3	The vendor shall provide Collin County with a test/train environment of the EHR/PMS system with the ability for Collin County to test all aspects of all applications thoroughly.	Y	R			
5.35	DATA MIGRATION REQUIREMENTS					
5.35.1	The vendor shall migrate all historic data from the existing EHR/PMS system to the new EHR/PMS product.	N/A	R			
5.35.2	The vendor shall migrate all current patient records (Employee Health, TB, and STI)	N/A	R			
5.35.3	The vendor shall migrate historic ePrescribe data	N/A	R			
5.35.4	The vendor shall migrate FPCC appointment type data from Employee Health Clinic in a way that reports similar to current reports can be completed	N/A	R			
5.35.5	The vendor shall migrate all elements of the appointment schedule for the future.	N/A	R			
5.35.6	The system shall allow for seamless data migration from the current MySQL systems as well as local file maker pro databases where appropriate	N/A	S			
5.36	TRAINING REQUIREMENTS					
5.36.1	The vendor shall provide training, super users, and subject matter experts to assist the department during the go-live. This training of staff must be targeted for various system roles, such as health care providers, nurses, and administrative staff. The length of the training and its method, in-person or digital, must be disclosed.	N/A	R			
5.36.2	Vendor shall develop and conduct training programs specifically designed for the system being installed, including system administration, diagnostic, reporting, recordings, proactive management functions, fine-tuning application database(s), etc. after the final phase of Production Implementation.	N/A	R			
5.36.3	Vendor shall provide training resources, timeline and training program description (e.g. Train-the-trainer philosophy, upgrade implementation/training, system administrator training, end-user knowledge transfer and reports). Provide detailed system documentation that describes all system administration functions.	N/A	R			
5.36.4	The vendor shall provide a comprehensive list of resources that will be available to Collin County for guidance and training following the launch of the EHR/PMS system product (user guide, training modules, virtual training). If fees are applicable for additional training after launch, please provide a price list.	N/A	R			
5.37	IMPLEMENTATION REQUIREMENTS					
5.37.1	The contractor shall supply enough personnel (remote or onsite at Collin County offices) to cover go-live activities and be available in the event that issues arise during production implementation of the system.	N/A	R			
5.38	MAINTENANCE/WARRANTY/SERVICE RESPONSE REQUIREMENTS					
5.38.1	Contractor shall provide documentation covering Warranty/Maintenance.	N/A	R			
5.38.2	Warranty service shall include Contractor response to system problems. Service shall include, when necessary, all services be available twenty-four (24) hours per day, seven (7) days per week. When a request for emergency service is received from Collin County, Contractor shall assign qualified maintenance personnel, within two (2) hours of request	N/A	R			
5.38.3	The Contractor shall provide implementation support and ongoing Production Support including unlimited telephone support, remote access support or in person support (if applicable) at Collin County's location(s), or other locations such as Collin County Health Care Services, or as necessary.	N/A	R			
5.38.4	The Contractor shall provide a fail-over process in case of a processor failure or natural disaster.	Y	R			
5.38.5	The Contractor shall provide a total system failure procedures identifying if system will be a self-contained re-boot or if it will require manual intervention.	Y	R			
5.38.6	In the event of a system or database crash, vendor shall provide database restore procedures for immediate recovery following the restoration or correction of a hardware or software failure.	Y	R			
5.38.7	Contractor shall provide Collin County an escalation call list and shall keep the escalation call list updated as time passes.	Y	R			
5.38.8	Should the condition require a hardware re-boot, Contractor shall notify Collin County's designated IT Support Group and ask Collin County's permission to re-boot the hardware environment.	N/A	R			
5.38.9	In the event that any emergency is not corrected by the Contractor within twelve (12) hours from receipt of notice, the Contractor shall replace that portion of the system causing such emergency with new items of equipment or software within twenty-four (24) hours from receipt of the emergency.	N/A	R			
5.38.10	<u>Response to major failure maintenance calls shall not exceed four (4) hours. Major Failure maintenance shall be defined as follows:</u> The entire system is inoperative. Disruption in service to a single user of material nature. Material nature shall mean Collin County Health Care Services' operations are critically affected.	N/A	R			
5.38.11	Response to a minor failure shall not exceed the next business day following the report.	N/A	R			
5.38.12	<u>Minor Failure shall be defined as follows:</u> Any request for service when a major failure does not exist shall be deemed to be a minor failure.	N/A	R			
5.38.13	Vendors shall provide Collin County with customer-based service level agreement (SLA).	Y	R			
5.39	TEST & GO-LIVE SUPPORT REQUIREMENTS					
5.39.1	Contractor shall provide on-site support during the "go-live" period.	N/A	R			
5.39.2	Contractor shall propose, develop, and execute a testing plan approved by Collin County.	N/A	R			
5.39.3	Contractor shall install, configure, test and make operational the contractor's system in the Collin County/IT environment.	Y	R			
5.39.4	Contractor shall provide system testing. This is a test for system operations, features, application integration, application testing, etc.	Y	R			
5.39.5	Contractor shall provide sample system acceptance test plan for Collin County's review as a part of the RFP response.	N/A	R			
5.39.6	As part of the Implementation Phase of the project, Collin County shall have a Parallel Test Period of 30-60 days prior to Go-Live implementation date of the new system	N/A	R			
5.39.7	Issues uncovered during the Parallel Test Period shall be tracked and resolved prior to GO-Live implementation.	N/A	R			
5.39.8	Severity of Parallel Test Period issues shall impact the Go-Live implementation date.	N/A	R			
5.40	FIT GAP ANALYSIS REQUIREMENTS					
5.40.1	As part of the Start-up and Planning Phase of the project, the contractor shall perform a Fit-Gap analysis with Collin County Health Care Services personnel to identify any gaps or functionality required.	N/A	R			
5.40.2	All gaps shall be identified on a gap list that will be tracked to resolution during the duration of the project. Each identified gap shall require an action plan to resolve the gap.	N/A	R			

SUBSCRIPTION AGREEMENT

This **SUBSCRIPTION AGREEMENT** (this “**Agreement**”) is made effective as of _____ [____], 20[____] (the “**Effective Date**”), by and between **COLLIN COUNTY GOVERNMENT** (“**Collin County**”), and [____], [a/an] [____] (“**VENDOR**”). **VENDOR** and Collin County are individually a “**Party**” and collectively the “**Parties**.”

- A. **VENDOR** owns an Internet-based application known as [_____] (the “**Software**”).
- B. Collin County desires to obtain access to the Software via the Internet.
- C. This Agreement sets forth the terms and conditions on which **VENDOR** shall provide, and Collin County shall receive, the functionality made available by the Software via the Internet (the “**Subscription Services**”).

In consideration of the terms and conditions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** The following definitions apply for purposes of this Agreement:
 - 1.1 “**CIO**” means the then-current Chief Information Officer of Collin County.
 - 1.2 “**Confidential Information**” means all information and materials (tangible and intangible) disclosed by Collin County to **VENDOR**. For the avoidance of doubt, all Collin County Data shall be the Confidential Information of Collin County.
 - 1.3 “**Consent**” means the prior, express, and written consent of a Party, which consent may be withheld, delayed, or conditioned in such Party’s sole discretion.
 - 1.4 “**Collin County Data**” means all data entered by Collin County, or received by **VENDOR**, as part of, or in connection with, Collin County’s use of the Subscription Services.
 - 1.5 “**Director**” means the then-current Director of Collin County’s Information Technology (IT) Department.
 - 1.6 “**Error**” means a failure of the Subscription Services to perform as intended and/or with **VENDOR**’s documentation for the Subscription Services.
 - 1.7 “**Major Incident**” means an Error that has a critical impact on the use of, or access to, the Subscription Services, resulting in the inability to continue to use or access the Subscription Services as required or intended. There is no reasonable workaround, and such Error is potentially catastrophic in nature. The business impact to Collin County is severe, creating a stop point in major and essential business processes. Essential business processes of the Subscription Services cannot continue until a solution to the Error is implemented.
 - 1.8 “**Minor Incident**” means an Error that has a moderate restriction on the use of, or access to, the Subscription Services, resulting in the restricted ability to continue to use or access the Subscription Services as required or intended.

1.9 “**Operating Hours**” means the operating hours as identified by the Director and is subject to change by such director upon 30 days prior notice to VENDOR.

1.10 “**Routine Incident**” means an Error that has a slight restriction on the use of, or access to, the Subscription Services, resulting in the ability to continue to use or access the Subscription Services as required or intended.

1.11 “**Resources**” means any and all hardware and software necessary to provide the Subscription Services, including servers owned and/or controlled by VENDOR.

1.12 “**Support**” means VENDOR’s being available to (i) answer questions from, and provide general advice to, Collin County concerning the Subscription Services and (ii) receive reports from Collin County of possible Errors concerning the Subscription Services and using best efforts to correct such actual Errors.

1.13 “**Third Party**” means a person or entity that is not a Party.

2. **Subscription Services.**

2.1 **Access and Use.** VENDOR grants to Collin County a limited, non-exclusive, and non-transferable license to access and use the Subscription Services. VENDOR shall obtain and be solely responsible for the cost, installation, use, and operation of the Resources, including maintaining, backing-up, and providing security for the Resources. VENDOR may not subcontract, delegate, or assign the provision of any portion of the Subscription Services to any Third Party without Collin County’s Consent, and in the event such Consent is obtained by VENDOR from Collin County, VENDOR shall enter into a written agreement with the applicable Third Party for the provision of such services and shall promptly provide a copy of each such written agreement to Collin County.

2.2 **Collin County Hardware.** Collin County shall be responsible for providing high speed Internet connection, hardware, and software that is compatible with the Subscription Services (the “**Collin County Environment**”). If upgrades to the Resources require Collin County to upgrade the Collin County Environment, then VENDOR shall notify Collin County in writing at least 90 days in advance of such upgrade.

3. **Collin County Data.**

3.1 **Ownership and Use.** Collin County shall own all right, title, and interest in and to the Collin County Data, including all intellectual property rights in and to the Collin County Data. VENDOR may use the Collin County Data only as expressly required in order to provide the Subscription Services. VENDOR may not add, delete, update, or otherwise modify the Collin County Data, unless expressly authorized by Collin County in writing. VENDOR disclaims any and all rights in and to the Collin County Data. VENDOR shall keep all Collin County Data confidential and secure behind a firewall and shall maintain regular backups of the Collin County Data, all of which shall be based on best practices and approved by Collin County. VENDOR shall not provide or use the Collin County Data for corporate gain, statistical use, or provide the Collin County Data to any other organization or person without the Consent of the Director.

3.2 **Access by Collin County.** Collin County shall have ability to access and retrieve the Collin County Data at any time. In addition and at no cost to Collin County, VENDOR shall make available to Collin County the use of FTP (or file transfer protocol) for purposes of retrieving a copy of the Collin County Data (i) within 24 hours of any such request and (ii) on a weekly basis. Without limiting the

ATTACHMENT B-Collin County SaaS Subscription Agreement

foregoing, in the event of an emergency or time sensitive situation, VENDOR shall permit Collin County full access to the Collin County Data in accordance with the following:

(a) The Director and/or CIO will contact VENDOR during any emergency or time sensitive event, as determined in Collin County's sole discretion, in order to access and retrieve the Collin County Data;

(b) VENDOR shall immediately contact the Director and the CIO in the event VENDOR believes that an emergency with respect to the Collin County Data has occurred and or may occur;

(c) In the event of an emergency or time sensitive situation, as determined in Collin County's sole discretion, VENDOR shall make available to Collin County the use of FTP (or file transfer protocol) and/or other means of retrieving the Collin County Data.

3.3 Destruction. VENDOR will provide the ability to dispose of, and/or destroy, Collin County Data upon request of Collin County in order to meet required retention schedules allowable by the law. VENDOR shall not retain or make additional copies of the disposition record residing in other locations or cloud environments making the record subject to disclosure upon any public record request or in the event of litigation.

3.4 Return. In connection with the termination of this Agreement, VENDOR shall provide all of the Collin County Data to Collin County in accordance with the following:

(a) All Collin County Data shall be provided through FTP (file transfer protocol) and/or other agreed upon technology 60 days prior to the termination date of this Agreement;

(b) All Collin County Data shall be provided back in a Microsoft SQL Server database format (minimum versions are 2005 or 2008R2) and/or other agreed upon database technology;

(c) All Collin County Data shall be destroyed by VENDOR upon termination, which includes all backups and/or copies of the Collin County Data in other environments or locations; and

(d) Collin County reserves the right to conduct one or more audits to ensure that all Collin County Data has been destroyed in the cloud and/or other environments or locations.

3.5 Data Breach. If VENDOR experiences a data breach or unauthorized access to the Collin County Data, VENDOR will immediately notify the Director and the CIO. Within two weeks of such breach, detail notification is required and shall include the nature of the breach, the data comprised, the involving parties, mitigation efforts, and corrective actions to be taken by VENDOR. VENDOR shall be solely responsible for all expenses related to any data breach or unauthorized access to the Collin County data and shall be by liable for all damages, fines, to include litigation cost. Collin County shall not be responsible for any expense associated with data breaches or unauthorized access while the Collin County Data is residing in VENDOR cloud services.

3.6 Storage in Texas. All of Collin County Data (including copies, backups, and data in the cloud) shall be stored in the state of Texas at all times, unless otherwise agreed upon by VENDOR and the Director and the CIO.

3.7 Disaster Recovery. VENDOR shall provide required disaster recovery and business continuity plans to the Director and the CIO, which plans must be agreed upon and plans must meet government requirements.

4. Support.

4.1 Upgrades. VENDOR shall provide regular upgrades to the Subscription Services and shall schedule each such upgrade in advance with Collin County.

4.2 Help Desk. VENDOR shall be available by telephone to provide Support to Collin County on a 24/7 basis.

4.3 Support Requests. Upon VENDOR's receipt of a support request (a "***Support Request***"), VENDOR shall (i) log such Support Request in VENDOR's support log, (ii) assign such Support Request a unique tracking number, and (iii) use reasonable attempts to promptly address the Support Request. VENDOR shall continuously manage the Support Request until resolved.

4.4 Response Times. Upon VENDOR's receiving a Support Request regarding a possible Error, VENDOR shall designate such possible Error as being (i) a Major Error, (ii) a Minor Error, or (iii) a Routine Error. VENDOR shall address such possible Error in accordance with the following:

(a) Major Error. VENDOR shall (i) respond to Collin County by telephone within two hours (on a 24 hours, seven days a week basis) following VENDOR's receiving a Support Request regarding a Major Error and (ii) assign the appropriate personnel to commence efforts to correct the Error. If the Error is not corrected within one business day following VENDOR's receiving the Support Request, then VENDOR shall telephone the Director (and at least once each business day thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.

(b) Minor Error. VENDOR shall (i) respond to Collin County by telephone within four business hours following VENDOR's receiving a Support Request regarding a Minor Error and (ii) assign the appropriate personnel to commence efforts to correct the Error. If the Error is not corrected within two business days following VENDOR's receiving the Support Request, then VENDOR shall telephone the Director (and at least once each business day thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.

(c) Routine Error. VENDOR shall respond to Collin County by telephone within two business days following VENDOR's receiving a Support Request regarding a Routine Error. VENDOR shall thereafter assign the appropriate personnel to commence efforts to correct the Error in accordance with VENDOR's standard Error correction efforts for Routine Errors. If the Error is not corrected within ten business days following VENDOR's receiving the Support Request, then VENDOR shall telephone the Director (and at least once each five business days thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.

4.5 Source Code. Collin County shall have the right to cause VENDOR to place the source code version of the Software in escrow with a mutually acceptable escrow agent at VENDOR's cost. The release conditions for such placement shall permit, at a minimum, Collin County to obtain such source code in the event VENDOR fails to comply with the Support requirements in this Agreement.

5. **Service Levels.**

5.1 **Description.** VENDOR shall comply with the following service levels (the “*Service Levels*”):

(a) VENDOR shall cause the Subscription Services to be available 90.0% of the time during Operating Hours as measured on a monthly basis (the “*Availability*”).

(b) VENDOR shall provide Collin County the required level of performance and response time to the Subscription Services in order for Collin County to conduct Collin County’s business efficiently and effectively, but in no event less than the response times set forth in Section 4.4.

(c) VENDOR shall notify, at least two weeks in advance, the Director and the CIO for all scheduled outages. All scheduled outage notification must include the start and completion dates, time, impact, risk, back out plan of the schedule outages, and any technology updates that impact (or will impact) Collin County at any time. VENDOR shall notify the Director and the CIO of all unscheduled outages immediately when such outage occurs. VENDOR will provided the Director and the CIO within two hours the details of the unscheduled outages, to include, impact to the County and resolution. Unscheduled outages should always be minimized and should not occur no more than four times in a 12-month fiscal year.

(d) VENDOR will provide the proper infrastructure and other Resources and security to properly maintain access to Collin County Data and the Subscription Services.

5.2 **Service Level Credit.** Customer shall receive a 20% service level credit for each month that a Service Level is not met (the “*Service Level Credit*”). The Service Level Credit shall be applied to the following month’s Fees.

6. **Fees.** Collin County shall pay VENDOR the amounts set forth in Schedule 1 (the “*Fees*”) in accordance with the payment terms and conditions contained therein. To the extent Schedule 1 permits increases in the Fees, VENDOR may not increase the Fees more than once in any calendar year and any annual increase may not exceed 3% of the Fees paid in the previous year.

7. **Confidentiality.**

7.1 **Use and Disclosure.** Without the Consent of Collin County or as otherwise contemplated by this Agreement, VENDOR shall never disclose, copy, or use any Confidential Information in any manner.

7.2 **Degree of Care and Ownership.** VENDOR shall treat the Confidential Information with the same degree of care as VENDOR accords to VENDOR’s own Confidential Information, but in no case less than reasonable care. VENDOR shall promptly advise Collin County if VENDOR learns of any unauthorized use, disclosure, or copying of the Confidential Information. Collin County shall continue to own all of the Confidential Information. VENDOR shall promptly return to Collin County all Confidential Information in VENDOR’s possession or control upon the earlier to occur of (i) a written request by Collin County or (ii) termination of this Agreement for any reason by any Party.

7.3 **Remedies.** A breach of this Section 7 by VENDOR may cause irreparable harm and injury to Collin County for which money damages are inadequate. In the event of such breach, Collin County shall be entitled to seek injunctive relief, without the requirement of posting a bond or any other security, in addition to all other available remedies.

8. **Audits.** The Director and the CIO reserve the right to request third-party audits and/or certifications related to infrastructure and security, including penetration testing and vulnerability assessments, of the Subscription Services. All reports from these audits will be provided to Collin County. Collin County, or a Third Party provider selected by Collin County, has a right to perform an onsite inspection of VENDOR's cloud, infrastructure, and security practices on a specified basis. Collin County has the right to review the Resources and security specifications in written format. Collin County has the right to audit the performance records of the Subscription Services, as well as access to daily and weekly service quality statistics.

9. **Indemnification.** VENDOR shall reimburse, defend, indemnify, and hold harmless Collin County and Collin County's affiliates and Collin County's and Collin County's affiliates' partners, officers, employees, contractors, and agents for, from, and against any and all claims, damages, losses, deficiencies, liabilities, penalties, charges, costs, and expenses resulting from, relating to, or arising out of, any claims that the Software or Subscription Services violate, misappropriate, or infringe any Third Party's intellectual property rights.

10. **Term and Termination.**

10.1 **Term.** This Agreement shall be effective for an initial term beginning on the Effective Date and ending at 12:01 a.m. on the [first] anniversary of the Effective Date (the "***Initial Term***"). Upon expiration of the Initial Term, this Agreement shall automatically renew for subsequent terms of one year each (each a "***Renewal Term***"), at Collin County's sole discretion.

10.2 **Termination.** Either Party may immediately terminate this Agreement by giving written notice to the other Party if such other Party is in material breach of this Agreement and fails to cure such material breach within 30 days following receipt of written notice from the non-breaching Party of such breach. Notwithstanding the foregoing 30-day cure period, Collin County may immediately terminate this Agreement by giving written notice to VENDOR if VENDOR breaches Section 7.

11. **General.**

11.1 **Relationship of Parties.** Nothing in this Agreement shall create or be deemed to create the relationship of partners, joint ventures, employer-employee, joint employees, or principal-agent between the Parties. Neither Party shall have any authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of the other Party or to bind the other Party in any manner whatsoever nor shall either Party make any representation, warranty, covenant, agreement, or commitment on behalf of the other Party.

11.2 **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and the Parties' respective successors and permitted assigns. This Agreement may be changed, waived, or discharged only pursuant to a written agreement between the Parties. The waiver or failure of a Party to exercise in any respect any right provided for under this Agreement shall not be deemed a waiver of any further right under this Agreement by such Party. Each Party shall pay all of such Party's own expenses relating to the negotiation and preparation of this Agreement, including the fees and expenses of such Party's counsel.

11.3 **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this

Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11.4 Notices. Any notices or communications to be given under this Agreement by a Party to the other Party shall be deemed to have been duly given if given in writing and (i) personally delivered, (ii) sent by nationally recognized overnight courier, (iii) sent by facsimile (with electronic confirmation), or (iv) sent by electronic mail (with confirmation through any of methods (i), (ii), or (iii) above), in each case, at the address for such other Party set forth on the signature page. Notices delivered personally, by courier, by facsimile, or by electronic mail shall be deemed communicated as of actual receipt (or refusal) by the addressee. Any Party may change such Party's address for notice under this Agreement by giving prior written notice to the other Party of such change in the manner provided in this Section 11.4. All notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated by the Parties, (a) unless such notices or other publicity are mandated by law and (b) except that VENDOR shall be entitled to announce and refer to Collin County as a licensee and client of VENDOR.

11.5 Governing Law. This Agreement shall be performed in, governed by, and construed and enforced in accordance with the laws of the state of Texas, without regard to Texas' conflict of laws principles.

11.6 Entire Agreement. This Agreement (i) embodies the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and (ii) supersedes all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may be signed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed or .pdf copies of manually signed signature pages to this Agreement are fully binding and enforceable without the need for delivery of the original manually signed signature page. This Agreement does not create, and shall not be construed as creating, any right enforceable by anyone not a Party. VENDOR may not assign this Agreement without Collin County's Consent.

11.7 Interpretation. In the interpretation of this Agreement, except where the context otherwise requires, (i) "including" or "include" does not denote or imply any limitation, (ii) "or" has the inclusive meaning "and/or," (iii) "and/or" means "or" and is used for emphasis only, (iv) "\$" refers to United States dollars, (v) the singular includes the plural, and vice versa, and each gender includes each other gender, (vi) captions or headings are only for reference and are not to be considered in interpreting this Agreement, and (vii) "Section" refers to a section of this Agreement, unless otherwise stated in this Agreement.

11.8 Survival. This Section 11 and Sections 1, 3, and 7 through 9 shall survive termination of this Agreement.

11.9 Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

(Balance of page intentionally blank—Signatures on next page)

ATTACHMENT B-Collin County SaaS Subscription Agreement

This Agreement is entered into by the Parties to be effective on the Effective Date.

VENDOR:

[____], [a/an] [_____]

By: _____

Name: _____

Title: _____

Address:

[_____]

[_____]

[_____]

Facsimile: [_____]

Attention: [_____]

COLLIN COUNTY:

COLLIN COUNTY GOVERNMENT

By: _____

Name: _____

Title: _____

Address:

[_____]

[_____]

[_____]

Facsimile: [_____]

Attention: [_____]

Schedule 1

Fees

[To be provided]

SAMPLE



COLLIN COUNTY

Attachment C- Collin County IT Saas Questionnaire

Information Technology
2300 Bloomdale Road
Suite 3198
McKinney, Texas 75071
www.collincountytx.gov

Company Name: _____			
In the event of a cybersecurity incident, who should we contact? _____			
Governance & Security Controls			
Do you offer the capability to export your logs to the county's on-premise SEIM? If yes, select all that apply.			Yes No
Authentication Logs		Changelogs	Traffic logs
For other logs, please specify. _____			
How do you secure logins to the cloud application?			
Username/Password		MFA	SSO Source IP Restriction
Other methods, please specify. _____			
Do you integrate with Okta for single sign-on (SSO)?			Yes No
Do you support Cisco Duo 2FA to secure access?			Yes No
Do you provide the capability to geoblock access to the cloud application?			Yes No
Does your solution support role-based access?			Yes No
Does your solution store any personally identifiable information, personal health data, payment card information (PII, PHI, or PCI data), or secure/confidential information?			Yes No
PII		PHI	PCI Secure/Confidential
Who owns the county's data in your cloud solution? _____			
Do you encrypt the data stored at rest?			Yes No
Do you encrypt the data in transit?			Yes No
Does your solution comply with the FedRAMP requirements?			Yes No
Do you have traffic analysis tools for your solution?			Yes No
Can the county's data in your cloud solution be stored in another country besides the United States?			Yes No
If yes, what other countries may store the county's data? _____			
If yes, can Collin County restrict data storage to US locations only? _____			
Is your solution behind a firewall?			Yes No



Backups

How do you back up the county's data, and how long do you keep the backups?

Can you export the backup to the county's data center?

Yes

No

If yes, what data format will be used to transfer the data to the county?

Policies & Procedures

What is your record retention policy for the county's data?

What is your data retention policy after the end of service?

- For example, do you securely remove all of our data at the end of service, and how long will you keep it?

What is your application patch policy?

- For example, how long does it take you to patch a critical vulnerability once notified?

Do you run a bug bounty program to identify vulnerabilities in your application?

Yes

No

What is your breach notification policy for your customers if you suffer a cybersecurity breach?

If you determine an outsider has breached the county's data, what is your notification policy to the county?

Explain your notification policy if a misconfiguration is identified that may have put your customer at risk (for example, exposing RDP to the internet).

What is your notification policy if you determine the county has misconfigured your cloud solution and put itself at risk?



COLLIN COUNTY

Information Technology
2300 Bloomdale Road
Suite 3198
McKinney, Texas 75071
www.collincountytx.gov

Who is responsible for providing notifications regarding system outages, and what is your expected timeframe for delivering these notifications?

Additional Comments

Submitter's Information

Printed Name: _____ Signature: _____

Position: _____ E-Mail Address: _____

Date: _____

TOTAL FIXED COSTS	\$	-
TOTAL RECURRING COSTS (FIRST YEAR)	\$	-
TOTAL RECURRING COSTS (TOTAL FIVE YEARS)	\$	-

FIXED COSTS				
LINE ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST TOTAL
1	EHR System Implementation (as outlined in Pricing Schedule)	1		\$ -
2	PMS (as outlined in Pricing Schedule)	1		\$ -
3	Installation	1		\$ -
4	Bi-Directional Interface System Upgrade (Forecasted Cost)	1		\$ -
5	Staff Product Training (ONLY LIST IF not specified in Pricing Schedule)	1		\$ -
6	SAP System Configuration and Development (ONLY LIST IF not specified in Pricing Schedule)	1		\$ -
7	Post Production Support (ONLY LIST IF not specified in Pricing Schedule)	1		\$ -
8	Data Conversion and Migration (ONLY LIST IF not specified in Pricing Schedule)	1		\$ -

RECURRING COSTS													
LINE ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST YEAR 1	TOTAL YEAR 1	UNIT COST YEAR 2	TOTAL YEAR 2	UNIT COST YEAR 3	TOTAL YEAR 3	UNIT COST YEAR 4	TOTAL YEAR 4	UNIT COST YEAR 5	TOTAL YEAR 5
9	EHR/PMS License - Full Time Physician	2	per user	\$ -		\$ -		\$ -		\$ -		\$ -	
10	EHR Patient Messaging - Full Time Physician	2	per user	\$ -		\$ -		\$ -		\$ -		\$ -	
11	EHR Patient Portal - Full Time Physician	2	per user	\$ -		\$ -		\$ -		\$ -		\$ -	
12	First Databank Drug Database	4	per user	\$ -		\$ -		\$ -		\$ -		\$ -	
13	EHR/PMS License - Mid-level Provider	2	per user	\$ -		\$ -		\$ -		\$ -		\$ -	
14	EHR Patient Messaging - Mid-level Provider	2	per user	\$ -		\$ -		\$ -		\$ -		\$ -	
15	EHR Patient Portal - Mid-level Provider	2	per user	\$ -		\$ -		\$ -		\$ -		\$ -	
16	EHR/PMS License - Counselor	2	per user	\$ -		\$ -		\$ -		\$ -		\$ -	
17	EHR/PMS License - Non-provider (i.e. nurses, administrative staff, etc.)	59	per user	\$ -		\$ -		\$ -		\$ -		\$ -	
18	Test Server - Vendor Support	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
19	Vendor Telehealth - Provider License	11	per user	\$ -		\$ -		\$ -		\$ -		\$ -	
20	Immunizations Database Bi-Directional Communication	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
21	ePrescribing - Controlled Substances	4	per user	\$ -		\$ -		\$ -		\$ -		\$ -	
22	Service-Level Agreement	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
23	*OPTIONAL* Inventory Management System (Strongly Desired)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
24	*OPTIONAL* Medical Billing System (Preferred)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
25	Maintenance	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
24	Other *Please add additional documentation to explain by line item any additional charges and put total in here	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
INTERFACES													
26	Clinical Pathology Laboratories - Inbound Pathology Reports (Required)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
27	Envision Imaging (Required)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
28	*OPTIONAL* Munis/Tyler Technologies (Strongly Desired)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
29	*OPTIONAL* Alere Toxicology - Abbott Toxicology (Strongly Desired)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
30	*OPTIONAL* LabCorp (Strongly Desired)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
31	*OPTIONAL* Quest (Strongly Desired)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
32	*OPTIONAL* Solis Mammography (Strongly Desired)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
33	*OPTIONAL* Texas Department of State Health Services (DSHS) ImmTrac2 (Strongly Desired)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
34	*OPTIONAL* Dallas County LabOnline (Preferred)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
35	*OPTIONAL* DSHS Laboratory - Austin (Preferred)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
36	*OPTIONAL* University of Florida Laboratory (Preferred)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
37	*OPTIONAL* Certified Payments, or an alternative payment processor (Preferred)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	
38	*OPTIONAL* DSHS National Base System (NBS) Electronic Disease Surveillance System (NEDSS) (Preferred)	1	system-wide	\$ -		\$ -		\$ -		\$ -		\$ -	

[illegible]

Instructions for completing section:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed it is understood that the contractor has agreed to all RFP requirements, even if a notation is referenced in an individual section.

Section Number/ Question Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.