Request For Proposal

Patient Messaging System

Request for Proposal #15-562939-cs

Date Issued: 4/6/15

Due Date: 4/27/15 by 3:00 PDT

Submitted by the University of California
Davis Health System

This RFP is also available at: http://www.ucdmc.ucdavis.edu/matmgmt/

All questions regarding this RFP should be directed to:
Connie Stewart, C.P.M.
UCDHS Purchasing Department
Email: cjstewart@ucdavis.edu
Phone: (916) 734-7034

Questions should not be directed to any other University departments or staff. Material or substantive information provided to any bidder, as a result of questions received, will be provided to all bidders via an addendum to this RFP.
GENERAL INFORMATION

Vendor Inquiries:

Inquiries regarding this RFP must be received by 3:00 p.m. PDT on 4/10/15. The UCDHS contact person is listed below. Questions must be via email.

Connie Stewart, C.P.M.
UCDHS Purchasing Department
E-mail: cjstewart@ucdavis.edu

Questions should not be directed to any other University departments or staff.

Material or substantive information provided to any bidder, as a result of questions received, will be provided to all bidders via an addendum to this RFP.

Proposal Submittal Instructions:

Each Bidder is required to submit proposal by email along with supporting materials information as requested.

All emailed proposals submitted must be received in the UCDHS Purchasing Department no later than 3:00 p.m. PDT on 4/27/15. UCDHS Purchasing Department will not accept proposals received after the due date and time.

NOTE: YOUR PROPOSAL MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION.

Schedule of Events:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Release of Request for Proposals</td>
<td>4/6/15</td>
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<tr>
<td>Receipt of Bidders’ e-mailed questions</td>
<td>4/10/15</td>
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<tr>
<td>Addendum Response to all questions by end of day</td>
<td>4/15/15</td>
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<tr>
<td>Receipt of Bidders’ Proposals by 3 PM, PST</td>
<td>4/27/15</td>
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<tr>
<td>Demos to be scheduled following RFP Evaluation</td>
<td>May 2015</td>
</tr>
<tr>
<td>Award of Contract</td>
<td>June 2015*</td>
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</tbody>
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*estimated
Requirements:

Patient Reminder System: To be bid in 6 parts (please include your cost basis for each):

1. Voice / Phone Messaging
   Include patient names, dates, times, locations or other appointment-specific details for a personalized phone message and incorporates bi-directional interfaces with the EMR.

2. Interactive Text Messaging
   Send SMS appointment reminders to patients which provide for response options that include bi-directional interfaces with the EMR and patient-driven opt-in & opt-out capabilities.

3. Interactive Email Messaging
   Customizable reminder messages that could allow patients to add appointments to their electronic calendar, link to websites and access other specific information.

4. Follow-Up / Recall Messaging
   Automated Follow-Up / Recall messaging capabilities which are driven through bi-directional interfaces with the EMR.

5. No-Show Messaging
   Automated patient No-Show messaging capabilities which are driven through bi-directional interfaces with the EMR.

6. Preventative / Wellness Messaging
   Meaningful Use Stage II compliant

We currently provide only phone message reminders and our current volume is approximately 140,000-150,000 calls annually with about 90% successful:

Service Response: To be responded to in 4 parts

1. Automated messages deploy patient-specific reply elements and two-way interaction which integrates with EMR to maximize response rates.

2. An account management team to help develop appointment confirmation message scripting, create recordings (using professional voice talent) and recommend best practices to maximize patient acceptance and response to notifications. Single message recordings and locations additions completed in less than one week from request.

3. If a Service Request is emailed to you, how do you acknowledge receipt of this request?

   If the response is by email, we require that you use our UCDHS “ticket #” in the subject line of the email response so that we can tie it back to our original request. Can you do this? (Y/N) Please explain:

   If so, can the information be access on-line directly by our on-site administrator? Please explain:

4. Our UC Administrator requires ability to log onto system to:
   • Add / Delete Users (including assigning department/s and email addresses)
   • View and Confirm Locations, Providers and/or Patients that are Blocked
   • Track and Monitor Service Request and Status
• Access Messaging Information by:
  o Date of Message
  o Date of Appointment
  o EPIC Department
  o Patient ID
  o Patient Phone / Email
  o Response Type
• Schedule Equipment as well as Patients
• Track No-Shows (patients who did not keep appointment)
• On-Line Report Access, including ability to build and access customized reports on-demand
• On-Line billing details by Account, Sub-Account, Department, etc…

Administrative Requirements:

Adherence to FTC/FCC/HIPAA/state regulations related to automated messaging. Has a dedicated legal expert or compliance officer and security officer or team dedicated to information security and adherence to messaging regulations protected through appropriate administrative, logical, physical and access controls.

Maintains the highest possible level of security. All patient data interaction and storage is fully compliant with HIPAA guidelines as well as ISO 27002, Sarbanes-Oxley and targeted SSAE 16 controls.

Regular SSAE 16 audits, ISO reviews and other monitoring activities ensure vendor’s solutions and services with full confidence.

Messages are customizable to include language preference, volume controls, appointment location and any other special instructions depending on the reason for their visit.

System deploys an answering machine/voicemail detection solution that can detect the difference between a live-answered voice call and one that reaches an answering machine or voicemail.

Vendor provides for use of certified short code as an option to SMTP for messaging.
Basis of Award:

Proposals will be evaluated based on cost per quality points. A UCDHS evaluation committee will choose the selected Bidder. Committee participants will review, evaluate, and score each responsive proposal received in accordance with predetermined scoring criteria. The selection process will be broken down into two phases.

THERE ARE TWO PHASES TO THIS RFP.

PHASE ONE:
YOU MUST RESPOND TO ALL QUESTIONS IN PHASE ONE AND SIGN THIS PAGE AND RETURN WITH YOUR RESPONSE IN ORDER TO BE CONSIDERED FOR PHASE TWO.

To be considered responsive and to continue in the scoring process, the Bidder must:

- Provide all documentation as requested by the requested due date and time.
- Provide a proposal that is complete and complies with the instructions and requirements as stated herein.
- Complete Qualification Statement Requirements - Page 6
- Compliance with UCDHS’s specified terms and conditions – must acknowledge compliance by signing below and returning this page:

______________________________
Signature of acceptance of UC terms and conditions
PHASE TWO  (you must have successfully completed Phase One to be rated per below)

Each Bidder will receive a total point score known as total quality points. Quality points will be assigned as follows:

RFP Quality Points Scoring Matrix

<table>
<thead>
<tr>
<th></th>
<th>Quality Points</th>
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<tbody>
<tr>
<td>1</td>
<td>Phone Messaging</td>
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<tr>
<td>2</td>
<td>Text Messaging</td>
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<td>3</td>
<td>Email Messaging</td>
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<td>4</td>
<td>Preventative / Wellness Messaging</td>
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<td>5</td>
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<td>6</td>
<td>No-Show Messaging</td>
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<td>7</td>
<td>Service Response</td>
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<td>8</td>
<td>Administrative Requirements</td>
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<td>Total Maximum Quality Points</td>
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After scoring is complete, the cost per quality point will be calculated. Demonstrations will be requested of 2 to 4 Bidder(s) having the lowest cost per quality point scores. An additional 500 points will be awarded during the demonstration phase.

Following evaluation of this RFP and Bidder selection, UCDHS expects to negotiate a contract with the selected Bidder and, at UCDHS's discretion, standard software contractual terms and conditions, cost and/or value added features. UCDHS reserves the right to award this RFP in part or in full.
The Qualification Statement must contain a description of the Bidder's corporate qualifications, area of expertise, and prior experience with providing systems and services similar to those described in this RFP, including but not limited to the following:

1. Provide the Bidder’s name, address, telephone and facsimile numbers, a contact name, a brief description of the company’s history, including name and address of the parent company, and the size of the company. State whether your company is local, regional, national, or international. Include information on any affiliates and/or subsidiaries. State the locations from which the support services will be administered if your company is awarded the contract. Specify your geographic locations, number of field service/sales representatives/engineers within ___ miles.

2. Provide a corporate profile, service portfolio, and description of the Bidder’s service philosophy and approach. Do you have a written service guarantee? If so, please submit with the proposal. What separates and distinguishes this Bidder from other applicants?

3. Provide a report of the Bidder’s financial status, including the most recently audited financial statements and profit and loss statements or equivalent evidence of financial stability and include auditor’s opinion.

4. Provide gross revenue figures for 2014 and percentage growth from 2010 – 2014 for total company revenue, revenue associated with healthcare information systems, and revenue for the products included in your response.

5. Identify by name and University position any University officer, faculty member or other employee who holds a position of director, officer, partner, trustee, manager, or employee in the Bidder’s company, as well as the name of any near relatives who are employed by the University.

6. Provide a statement of the total dollar amount of work performed by Bidder for the University of California in the past twelve (12) months and specify the campus(es) served.

   The contract will not be awarded to any Bidder that has failed to perform in a satisfactory or faithful manner on any previous contract or purchase order with the University of California.

7. Has your hardware, software development or company ever been subjected to product litigation? Please explain.

8. Provide a reference list of three clients located in California, if possible, for whom the Bidder was directly responsible for providing products or services similar to those requested herein within the past two years. The references may be from current or prior clients. The references will be used as a basis for inquiry concerning the Bidder’s quality of products and service.

   Furnishing incorrect and/or incomplete reference information may lead to Bidder’s elimination from consideration for award. The decision to eliminate Bidder from consideration for award for poor reference checks or for incorrect and/or incomplete reference information shall be at the sole discretion of UCDHS and shall not be subject to appeal.

9. How do you measure client satisfaction? Provide examples of tangible changes that have been implemented as a direct result of client feedback. Please furnish a copy of your company’s service standards. Include your company’s Mission Statement and samples of Service Level Agreement(s).
10. Provide profiles or resumes of principal staff who are to manage and support UCDHS’ account. Describe the role and title of each key individual assigned to the account. Include the length of time each individual has been performing that role at your company.

11. Unless otherwise indicated in the proposal response, the selected Bidder must perform all work. Any work that is to be subcontracted by the Bidder must be indicated and will be subject to the terms and conditions of this RFP and any resultant contract or purchase order awarded.

12. What are the greatest benefits that your organization brings to UCDHS regarding the products and services outlined in this RFP?
Proposal Conditions

1. Notwithstanding any other provision of the RFP, Bidders are hereby advised that this RFP is a solicitation of proposals only and is not to be construed as an offer to enter into any contract or agreement. Thus, UCDHS reserves the unqualified right to reject any or all proposals for any reason.

2. UCDHS shall have the unconditional and unqualified right to withdraw, cancel, or amend this RFP at any time. Bidders shall bear all costs associated with the preparation and furnishing of responses to this RFP. UCDHS, in its sole discretion, reserves the right to determine whether any Bidder meets the minimum qualification standards, to determine whether a proposal is responsive, and to select a proposal that best serves its programmatic objectives. UCDHS reserves the right to negotiate a binding contract with the selected Bidder.

3. All proposals shall be firm for a period of 180 days following the proposal submission due date.

4. Responses to this RFP should be made according to the instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of the proposal. A proposal, which contains conditions or limitations set up by the Bidder, may be deemed irregular and subsequently rejected by UCDHS.

5. False, incomplete, or unresponsive statements in the proposal response may be cause for its rejection. The evaluation and determination of the fulfillment of the RFP requirements will be UCDHS’s responsibility and its judgment shall be final.

6. UCDHS reserves the right to interpret or change any provision of this RFP at any time prior to the proposal submission date. Such interpretation or change shall be in the form of a written addendum to this RFP. Such addendum will become part of this RFP and any resultant contract. Such addendum shall be made available to each company that has received an RFP. Should such addendum require additional information not previously requested, a Bidder’s failure to address the requirements of such addendum in the proposal response might result in the proposal not being considered.

7. UCDHS has, at its sole discretion, the unconditional and unqualified right to determine that a time extension is required for submission of proposals, in which case, a written RFP addendum issued by UCDHS shall indicate the new submission date for proposals.

8. Prior to the final submission date, any Bidder may retrieve its proposal to make additions or alterations. Such retrieval, however, shall not extend the final submission date.

9. Bidders wishing to submit proposals in response to this request do so entirely at their own expense, and submission of a proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise.

10. PUBLIC INFORMATION AND TRADE SECRETS--The California Public Records Act limits UCDHS’s ability to withhold pre-qualification and bid data to trade secrets or records, the disclosure of which is exempt or prohibited pursuant to federal or state law. If a submittal contains any trade secrets that Bidder does not want disclosed to the public or used by HS for any purpose other than evaluation of the Bidder’s eligibility, each sheet of such information must be marked with the designation “Confidential.” UCDHS will notify the Bidder any request, by another party, to inspect such confidential information. Bidder will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.
12. All computer programs and data made available by UCDHS to Bidders hereunder shall remain the property of the UCDHS and shall be maintained, used, and disseminated in accordance with the California Information Practices Act of 1911, Civil code Sections 1798 through 1798.76, and the California Public Records Act, Government Code Section 6250 through 6260. All listings and all copies of listings that reveal names or identification numbers of individuals, (i.e., employees, patients, etc.) shall be destroyed or returned to UCDHS.
**Contract Terms and Conditions**

1. The University's Terms and Conditions of Purchase (attached) shall apply to any contract for hardware or hardware-related services awarded from this solicitation for proposals. The selected Bidder will be required to comply with all the terms and conditions as specified therein. A Bidder's inability to comply with, or exceptions and modifications to, UC's terms and conditions must be stated in its proposal and may disqualify Bidder from further consideration.

2. The final contract(s) with the selected Bidder(s) will be prepared by the UCDHS Purchasing Department and will incorporate this Request for Proposal, including terms and conditions referenced herein.

3. The University reserves the right to cancel any contracts resulting from this RFP, for cause, at any time, should insufficient funds be budgeted in the following year to continue the contract, by giving 120 days' written notice and upon payment of costs actually incurred by the Bidder prior to the notice of cancellation.

4. Records developed by the Bidder and related to the project costs will be maintained for a period of five years following the completion of the project.

5. The Bidder or Bidders awarded a contract as a result of this RFP may not assign or sublet the whole or any part of the contract without the prior written consent of the University.

6. The Bidder must warrant that, for a minimum of one (1) year from final acceptance of each hardware component and software package included in the proposed system, the hardware and software shall meet all of the specifications set forth in Bidder's proposal and in the operational manuals current as of the date of University’s final acceptance of such hardware and software products and will be free of defects. In the event of the Bidder's breach of its warranty hereunder, the University shall have the option to repair or replace the hardware and/or software, and the Bidder will be liable for excess costs incurred by University therefore.

7. No form of the University’s name shall be used in promotional materials, signs, announcements, or other forms of communication or advertising originated by Bidder unless the University’s express written permission for such use has been obtained in advance.

8. Under existing campus policy (P & P Manual #260-15) a gift or donation to the University may not be coupled with the expectation of tangible compensation or with the imposition of contract or grant requirements. Each purchasing transaction, business contract, research contract, affiliation agreement, and grant shall be considered as separate and whole in itself. As such, it is the policy of the University of California Medical Center and Health System that no gift or donation to the University, or any of its business contracts, purchasing transactions, research contracts, affiliation agreements, or grants shall be used as partial consideration for any other transaction, contract, agreement, grant or gift/donation.

9. Until the expiration of four years after the furnishing of the services provided under the contract, vendor will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Controller General, and their representatives, the contract and all books, documents and records necessary to certify the nature and extent of the costs of those services. If vendor carries out the duties of the contract through a subcontract worth $10,000 or more over a 12-month period with a related organization, the subcontract will also contain a clause to permit access by the Secretary, Controller General, and their representatives to the related organization's books and records.

10. Copyright. The Parties agree that any copyrightable work(s) developed under this agreement constitute work(s) made for hire under the United States copyright laws and that all right, title and interest therein, including copyright, shall vest with the University. In the event that any such work does not qualify as a work
made for hire under the United States copyright laws, or for any other reason does not constitute a work made for hire, the independent contractor signing below, by this agreement, hereby assigns all right, title and interest, including copyright in the work(s) to the University, in perpetuity.

11. Deliverables, Methodologies and Standards: Deliverables include: feasibility studies; functional specifications; technical specifications; code and specifications evaluations; unit test plans; integration test plans; systems test plans; unit test; integration tests; application programs, systems programs, data modes; and process models. Contractor's employees shall adhere to University application methodology and standards of quality while producing deliverables.

12. Contract Revisions: University may make revisions within the general scope of this contract in task descriptions for services by giving notice to Contractor and subsequently confirming such revisions in writing in the form of an addendum or change order to the contract issued by the University Contracting Services Office. If such changes affect the cost of services for this contract, an equitable adjustment in the rates shall be made according to the rates listed in this contract, or both parties shall negotiate additional rates to the contract. No revisions by Contractor shall be allowed without written approval of University. Any claim of Contractor for an adjustment under this Section must be made in writing within thirty (30) days from the date of receipt by Contractor of notification of such revision request unless University waives this condition in writing. Contractor shall bear the burden of proof for additional rates or rate revisions required by any University request. Nothing in this Section shall excuse Contractor from proceeding with performance of the contract as revised hereunder.

13. Waiver or Modification of Terms: No waiver, amendment or other modifications of the terms of this contract shall be binding upon either party unless expressed in writing and signed by both parties hereto.

14. Audit: Any order resulting from this Request for Quotation shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment under this order. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to the cost of administering the contract.

15. Independent Contractor: It is understood and agreed by the University and Bidder that in the performance of this agreement, the Bidder shall be and act as an independent contractor and not as the agent or employee of the University. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the University and the Bidder. The Bidder is not an employee of the University and is not entitled to the benefits provided by the University to its employees, including, but not limited to, group insurance, pension plans, workers’ compensation or unemployment insurance.

16. Contractor Responsibility: The Contractor shall be solely responsible for the conduct and control of the work to be performed by the Contractor under this Agreement. The Contractor’s services for the University shall be performed in accordance with currently approved methods and ethical standards applicable to the Contractor’s professional capacity.

17. Records About Individuals (Contractor refers to all Contractor workers): Contractor acknowledges that the creation and maintenance of records pertaining to individuals is subject to certain requirements set forth by the California Information Practices Act (Civil Code 1798, et seq.) and by University policy. Such requirements include provisions governing the collection, maintenance, accuracy, dissemination, and disclosure of information about individuals, including the right of access by the subject individuals. If Contractor creates confidential or personal records about an individual, as defined by the Information Practices Act, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, Contractor shall inform the
individual that the record is being made and the purpose of the record. Records containing confidential or personal information about individuals are the property of the University of California and subject to University policies and applicable federal and state laws. Contractor agrees to deliver all such records, including originals and all copies and summaries, to the University upon termination of this contract. Contractor shall not use recording devices in discussion with University employees.

18. Ethics: Supplier shall exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the University. Throughout the term of any subsequent Agreement, Supplier shall not accept any employment or engage in any work, which creates a conflict of interest with the University or in any way compromises the work to be performed under this RFP or subsequent Agreement. Supplier and/or its employees shall not offer gifts, entertainment, payment, loans, or other gratuities or consideration to University employees, their families, other Suppliers, subcontractors or other third (3rd) parties for the purpose of influencing such persons to act contrary to the University's interest or for personal gain. Supplier shall immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.

19. Vendor Debarment: Vendor/Contractor warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid or Champus programs (http://exclusions.oig.hhs.gov/search.html) and the Federal Procurement and Non-procurement Programs (http://epls.arnet.gov/PrivacyActProvisionsEPLS.html). This purchase order shall be subject to immediate termination in the event that Vendor/Contractor is excluded from participation in any federal healthcare or procurement program.

20. Taxpayer Identification: California Public Contract Code Section 10518 requires contractor (vendor) who enters into a contract with the University of California for $10,000 or more shall list their Taxpayer Identification Number (Federal Employer Identification Number or Social Security Number, if applicable) on each contract or PO. The number shall remain unchanged regardless of future name changes. Pursuant to the Federal Privacy Act of 1974, and the California Information Practices Act of 1977, you are hereby notified that disclosure of your social security number and/or your Employer Identification Number is required pursuant to Sections 6109, 6011 and 6051 of Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.

21. Rejection of Offer/Bid: University shall reject any and all non-responsive bids, and may reject a bid submitted by any party who is or has been delinquent or unfaithful in any previous agreement with University. University reserves the right to re-solicit information or proposals, and further reserves the right to issue a partial award or not to issue an award under this solicitation.

22. Legal Aliens: Contractor shall ensure that all “Workers” employed by Contractor and supplied to the University are US Citizens or legal aliens in accordance with the employment verification provisions of the Immigration and Nationality Act, according to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) signed on September 30, 1996 and any revisions of such Act. It is the contractor’s responsibility to verify legal alien’s compliance with current laws and regulations of the United States and State of California as they pertain to alien status and employment. Prior to work on University of California owned or leased property, Contractor shall have proof of work authorization for every Contractor employee assigned at the contractor’s employee’s initial assignment date. Proof of authorization can be provided by an “Employement Eligibility Verification Form”, INS Form I-9, obtained by the Contractor for every such employee in compliance with applicable law. Contractor shall make these records available for view and/or audit by University or other governing agency upon request.
23. Examination of Records UCDHS and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers and records of Agency involving transactions and work related to this Agreement until the expiration of five years after the final payment hereunder. Agency shall retain project records for a period of five years from the date of final payment.

24. Conflict of Interest: Agency will not hire any officer or employee of UCDHS to perform any service covered by this Agreement. If the work is to be performed in connection with a federal contract or grant, Agency will not hire any employee of the United States government to perform any service covered by this agreement. Agency affirms that to the best of its knowledge there exists no actual or potential conflict between Agency’s family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with UCDHS.

25. Travel and Lodging: None authorized.
PIGGYBACK CLAUSE

The University of California Davis Health System (UCDHS) grants other University of California (UC) entities the right to acquire the properties and/or services from a resulting contract based on this competitively bid Request for Proposal (RFP). By submitting an RFP that results in a contract, the Contractor agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other University of California entities. UCDHS will not be responsible for any problems, which may arise between UC entities and the Contractor as a result of any sales and/or purchases made.