Request for Proposal
UK-1917-19
Proposal Due Date – 1/9/2019

SINGLE ENTERPRISE ELECTRONIC HEALTH RECORD (EHR) PLATFORM
REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.: UK-1917-19
Issue Date: 12/12/18
Title: Single Enterprise EHR Platform
Purchasing Officer: Joyce French
Phone: 859-257-9104

RETURN ORIGINAL COPY OF PROPOSAL TO:
UNIVERSITY OF KENTUCKY
PURCHASING DIVISION
411 S LIMESTONE
ROOM 322 PETERSON SERVICE BLDG.
LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 01/09/2019 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

1. The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:
1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the offeror or its surety in any bond furnished with the proposal and will not be communicated to any other person prior to the official closing of the RFP:

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342
The contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES
The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

DELIVERY TIME: NAME OF COMPANY: DUNS #
PROPOSAL FIRM THROUGH: ADDRESS: Phone/Fax:
PAYMENT TERMS: CITY, STATE & ZIP CODE: E-MAIL:
SHIPPING TERMS: F. O. B. DESTINATION TYPED OR PRINTED NAME: WEB ADDRESS:
PREPAID AND ALLOWED
FEDERAL EMPLOYER ID NO.: SIGNATURE: DATE:

Revised 2-12-2018
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All Appendices are located within the Zip File posted on the University of Kentucky Purchasing Website located at: [http://www.uky.edu/Purchasing/bidlist.htm](http://www.uky.edu/Purchasing/bidlist.htm)

- APPENDIX A – UKHC TECHNOLOGY BACKGROUND
- APPENDIX B – UKHC PRESCRIPTIVE SYSTEM REQUIREMENTS
- APPENDIX C – UKHC INTENT SYSTEM REQUIREMENTS
- APPENDIX D – UKHC APPLICATION LIST
- APPENDIX E – UKHC STAFFING MODEL
- APPENDIX F – UKHC OFFEROR COST MODEL
- APPENDIX G – HIPAA/BAA AMENDMENT
1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror's/offerors' response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Purchasing Division, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky's appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.
2.0 GENERAL OVERVIEW

2.1 Executive Summary

The University of Kentucky’s clinical enterprise, UK HealthCare (UKHC), is performing a system selection to identify a single enterprise platform for clinical and revenue cycle functions which will replace numerous legacy systems. The future-state Electronic Health Record (EHR) should enable the key pillars of academic healthcare – research, education, and clinical care – and support operational and IT users in the following areas: core clinical workflows (acute, hospital outpatient, ambulatory, and post-acute); critical core services and departmental systems (laboratory, radiology, pharmacy, emergency department, surgical services, oncology services); patient access processes, middle revenue cycle functions such as health information management, patient financial services and billing; business intelligence, reporting and analytics, and quality monitoring functionality designed to enable population health; and possible offeror hosting of the EHR. The solidification of our single patient record will prepare UK HealthCare to seamlessly engage in the next generation innovations in patient health record management.

2.2 Background Information

As an output of this process, UKHC is seeking an EHR offeror to partner with our organization in our transformational journey. In the 2020 UK HealthCare strategic plan, a robust technology infrastructure is identified as a key enabler to meet the strategic goals of the healthcare enterprise. With our focus on patient-centered care and seamless interoperability, UKHC aims to be a leader in our market for excellence in the provision of:

- Care quality, safety, and value,
- Patient engagement and patient centered care,
- Ambulatory and complex care,
- Partnership networks engaging other care organizations,
- Value-based care and reimbursement models, and
- Operational and technical innovation.

UKHC has been utilizing a client-server digital platform for EHR technology since 2004. The model reflecting a best of breed system architecture has been implemented and connected by interfaces throughout the enterprise. Through assessments and physician surveys, UKHC has determined this architectural design of the best of breed systems is not meeting the enterprise needs today and will not be sustainable to meet the strategic imperatives for the future. The primary requirement of a replacement system will be a fully integrated patient centric electronic single enterprise platform thereby modernizing UKHC’s digital infrastructure. UKHC Leadership is committed to an all-in effort for the single enterprise platform and consolidating the 60+ core systems.

2.3 University Information

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky’s land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people the University impacts.
Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK’s campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state’s flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK’s research faculty, staff and students are establishing UK as one of the nation’s most prolific public research universities. UK’s research enterprise attracted $285 million in research grants and contracts from out-of-state sources, which generated a $580 million impact on the Kentucky economy. Included in this portfolio is $153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK’s research enterprise 44th among public institutions.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

Among the brightest examples of UK’s investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey’s robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation’s highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky – and its designation was renewed for five years in 2018.

The University of Kentucky was awarded a $20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer’s Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

UK’s agenda remains committed to accelerating the University’s movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University’s fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.
2.4 UK HealthCare Information

Established in 1957, the medical center at the University of Kentucky is among the nation's finest and most active academic medical centers. On campus, the center includes major facilities of UK HealthCare®, the university's clinical enterprise. UK HealthCare’s 945 licensed beds are spread across the system’s flagship UK Albert B. Chandler Hospital, Kentucky Children’s Hospital and UK Good Samaritan Hospital, all located in Lexington. In addition, the clinical enterprise also embraces clinical activities of the UK colleges of Medicine, Dentistry, Pharmacy, Nursing, Health Sciences and Public Health; and multidisciplinary centers such as the UK Markey Cancer Center, UK Gill Heart & Vascular Institute, and Kentucky Neuroscience Institute.

Also included under the UK HealthCare umbrella are Kentucky Clinic; Kentucky Clinic South; UK Polk-Dalton Clinic; UK Family Care Center; UK HealthCare – Georgetown; UK HealthCare – Turfland; and 100-plus outreach clinics in Central and Eastern Kentucky. Through an agreement with the Commonwealth of Kentucky, UK HealthCare manages Eastern State Hospital, which serves a 50-county region of the state with inpatient acute care mental health services.

In 2017, Mark F. Newman, MD, was chosen to serve as the university’s executive vice president for health affairs. He has refined the organization’s strategic plan to ensure quality, safety and value are key principles driving all strategic decisions. He has also installed a new leadership structure reflecting the organization’s intention to be clinician led and professionally managed. This partnership between clinicians and administrators extends down through the unit level and is reflected in new collaborative structures with the College of Medicine’s educational and research activities. In 2018 as part of the refined strategy to support ambulatory growth, UK HealthCare announced a joint venture with Surgical Care Affiliates to increase its surgical capacity and is negotiating a partnership with Lexington Clinic to expand its cancer services.

The health system’s extraordinary growth over the past decade is supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. UK HealthCare is committed to supporting the state’s overall system of care by working hand-in-hand with local community providers to bring specialty care closer to the patient. These relationships support keeping less acute care in the local community and smoothing the process for more complex, serious cases to be treated in UK HealthCare’s Lexington facilities. As a result, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges in 2004 to more than 40,000 discharges and 33,000 surgeries in 2018. Ambulatory physician visits in 2018 approached 840,000.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients and the only Level IV neonatal intensive care unit in Central and Eastern Kentucky. U.S. News & World Report ranks Chandler Hospital No. 1 in Kentucky and Vizient recognized UK HealthCare with the Rising Star Award in 2018. Four adult specialties – cancer; diabetes and endocrinology; ear, nose and throat; and orthopedics – have earned national rankings. Chandler Hospital was also included in the 2018 list of “100 great hospitals in America” by Becker’s Hospital Review.

UK HealthCare has the state’s only NCI-designated cancer center and holds honors in stroke treatment and outcomes and Magnet status for nursing care. In addition, the university is recipient of a $20 million Clinical and Translational Science Award (CTSA) and is home to a National Institutes of Health-funded Alzheimer’s Disease Center. Grants and contracts awarded among the health profession colleges exceed $193 million, with a strong emphasis on transdisciplinary integration as a comprehensive way of collaborating to answer key questions and solve problems for the greatest impact.
UK HealthCare and the College of Medicine share organizational values of diversity, innovation, respect, compassion and teamwork. This thriving academic medical center has affiliate and research networks reaching across Kentucky. Its outreach and partnerships extend statewide and UK HealthCare is a founding member of the 50-member Kentucky Health Collaborative. Like its parent, the University of Kentucky, UK HealthCare feels keenly its responsibility as part of the state’s flagship university to serve the state and improve the health and wellness of its people.

Please consider the following information for UKHC from FY18 when developing your response:

<table>
<thead>
<tr>
<th>Personnel</th>
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<tbody>
<tr>
<td>Physician</td>
<td>1,200</td>
</tr>
<tr>
<td>Nursing</td>
<td>3,500</td>
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<tr>
<td>Critical Core Services (Clinical Ancillary)</td>
<td>800</td>
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<td>Revenue Cycle/Administrative</td>
<td>900</td>
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<table>
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<tr>
<th>Annual Operational Statistics (FY2018)</th>
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<tr>
<td>Total Licensed Beds</td>
<td>945</td>
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<tr>
<td>Hospital Discharges</td>
<td>40,909</td>
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<tr>
<td>Total Observation Cases</td>
<td>8,091</td>
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<tr>
<td>Operating Room Cases</td>
<td>33,320</td>
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<tr>
<td>Outpatient Visits</td>
<td>1.4 M</td>
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<tr>
<td>Total ED Visits</td>
<td>112,093</td>
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<tr>
<td>Inpatient Days</td>
<td>275,463</td>
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<tr>
<td>Transplant Cases</td>
<td>328</td>
</tr>
<tr>
<td>Lab Orders [Pathology Cases]</td>
<td>5,000,000</td>
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<tr>
<td>[Pathology Cases]</td>
<td>[75,000]</td>
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3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

<table>
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<th>Event</th>
<th>Date/Time Details</th>
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<tr>
<td>Release of RFP</td>
<td>Wednesday, 12/12/18</td>
</tr>
<tr>
<td>Deadline for Written Questions</td>
<td>12 p.m. Eastern Time on Monday, 12/17/18 (please note you may submit questions in</td>
</tr>
<tr>
<td></td>
<td>advance of this due date)</td>
</tr>
<tr>
<td>Written Answers Returned to Questions</td>
<td>Thursday, 12/20/18</td>
</tr>
<tr>
<td>RFP Proposals Due</td>
<td>3 p.m. Eastern Time on Wednesday, 1/9/19</td>
</tr>
<tr>
<td>Offeror Demonstrations (Overview</td>
<td>2/18/19 – 3/1/19 (estimated)</td>
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<tr>
<td>Demonstrations and Scripted Demonstrations)</td>
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</tr>
<tr>
<td>Contract Award*</td>
<td>Wednesday, 4/24/19 (estimated)</td>
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</table>

*Projected dates

Please note that the UK Campus Purchasing Department will be out of office from 12/24/2018 through 1/1/2019, and will respond to communications upon their return.

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror’s firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Mrs. Joyce French  
Purchasing Division  
University of Kentucky  
322 Peterson Service Building  
Lexington, KY 40506-0005  
Phone: (859) 257-9104  
Fax: (859) 257-1951  
E-mail: Joyce.French@uky.edu

All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.
3.3 **Offeror Demonstrations**

**Overview demonstrations** – offerors will present their products, organizational overview, and a high-level overview of capabilities and workflow enablement

**Scripted demonstrations** – offerors will present demonstrations of UKHC’s use cases and key workflow requirements across functionality scope and care settings

Offerors requested to provide demonstrations during the RFP process are asked to refrain from bringing in any food, beverages and/or gifts, etc. for the committee. We are unable to accept these items during an RFP process.

3.4 **Preparation of Offers**

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror’s capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: [www.uky.edu/purchasing/bidlist.htm](http://www.uky.edu/purchasing/bidlist.htm)

3.5 **Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therewith must be specifically defined in accordance with the transmittal letter, Section 4.3. If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the University’s General Terms and Conditions. Each exception to the University’s General Terms and Conditions shall be individually addressed.

3.6 **Proposal Submission and Deadline**

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

Offeror must provide the response materials in the form of:
- Two (2) printed copies of your response, **and**
- 2 USB drives or 2 CDs

The response materials (two printed copies and two USB drives/CDs) must be received prior to 3 p.m. (Eastern Standard Time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2.
Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.

The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state “Technical Information,” and the other, “Financial Proposal.”

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.7 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.8 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.9 Rejection

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.

- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror’s liability to the University on the contract awarded on the basis of such solicitation.

- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.

- Receipt of proposal after the closing date and time specified in the RFP.
3.10 **Addenda**

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.11 **Disclosure of Offeror’s Response**

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University’s administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.12 **Restrictions on Communications with University Staff**

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror’s proposal.

3.13 **Cost of Preparing Proposal**

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

3.14 **Disposition of Proposals**

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.15 **Questions**

All questions should be submitted by e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.16 **Section Titles in the RFP**

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.
3.17  **No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.18  **Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.
4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University’s review of the proposal.

Proposals shall be organized into the sections identified below. The content to be provided for each section is detailed in the following pages. Offerors must use the same numbers for the following content that are used in the RFP. For information on the scope of services that UKHC is requesting, please refer to Section 7.0.

- Section 4.2 Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Section 4.3 Transmittal Letter
- Section 4.4 Executive Summary and Proposal Overview
- Section 4.5 Offeror Profile
- Section 4.6 New Client Sales
- Section 4.7 Cancelled Contracts/De-installs
- Section 4.8 Regulatory and Compliance Information
- Section 4.9 References
- Section 4.10 Prescriptive System Requirements (Appendix B)
- Section 4.11 Intent System Requirements (Appendix C)
- Section 4.12 UKHC Application List (Appendix D)
- Section 4.13 Implementation Approach and Roadmap
- Section 4.14 Staffing Model (Appendix E)
- Section 4.15 End User Training and Go-Live Support
- Section 4.16 Post Go-Live Resource Model
- Section 4.17 Ongoing Post-Live Training and Support
- Section 8.0 Usability
- Section 9.0 Innovation
- Section 10.0 “WOW” Factors
- Section 11.0 Financial Offer Summary (Appendix F)

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include:
• A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).

• A statement that the offeror’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

• A statement that the offeror will accept financial responsibility for all travel expenses incurred for demonstrations and other bidding activities.

• A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

• A statement that identifies the confidential information as described in Section 6.23.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

4.5 Offeror Profile

a. Provide a general history and description of your company and a copy of your most recent audited financial statements.

b. Please provide your organization’s mission, vision, and values.

c. Provide employee satisfaction scores (if collected).

d. Provide your employee turnover rate, and any reduction in workforce over the last 3 years.

e. Provide a copy of your company strategic plan, if publicly available.

f. Provide an overview of your application roadmap over a minimum of the next 5 years.

g. Provide details about your customer engagement. What is your approach to facilitate customer base collaboration and knowledge sharing?

h. Provide your approach to ensure on time and on budget implementations.

i. Please complete the following table. You may attach any additional company description you feel would be useful for UKHC to review. The important part of this question is for you to relate your footprint in healthcare/life science.

<table>
<thead>
<tr>
<th>Offeror name</th>
<th>Number of employees</th>
<th>Number of employees in healthcare</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of clients in healthcare</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total number of academic health system clients</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total number of clients signed with product suite proposed (total number of clients installed with product suite proposed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total number of health system clients signed with product suite proposed (total number of health system clients installed with product suite proposed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total number of academic health system clients signed with product suite proposed (total number of academic health system clients installed with product suite proposed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 2017 revenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 2017 revenue in healthcare</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 2017 revenue for the product proposed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 2017 profit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 2017 R&amp;D spend in healthcare for the product proposed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017 D&amp;B rating</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 4.6 New Client Sales and Installs

a. Provide the number of new client sales (stated by unique client organizations, not facilities or sites) with comparable scope to UKHC (please see Section 7.0 for the scope of this proposal), by year in each of the last three years (2018, 2017 and 2016).

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of New Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td></td>
</tr>
</tbody>
</table>

b. Provide the number of new client installs with comparable scope to UKHC (please see Section 7.0 for the scope of this proposal), by year in each of the last three years (2018, 2017 and 2016).

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of New Installs</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td></td>
</tr>
</tbody>
</table>
4.7 Canceled Contracts/De-installs

a. Provide the number of clients with live installations, and the number of clients who have cancelled a contract and/or de-installed your system in each of the last five years (2018, 2017, 2016, 2015, and 2014), and provide the percent of cancellations/de-installations in each of the five years relative to the installed live client base.

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of Clients with Live Installations</th>
<th>Number of Cancelled Contracts/De-Installs</th>
<th>Percentage of Cancelled Contracts/De-Installs</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b. Please provide the following information for each of the clients that have cancelled or de-installed your system in the last 5 years.

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Products Cancelled/De-installed</th>
<th>Lessons Learned</th>
</tr>
</thead>
</table>

4.8 Regulatory and Compliance Information

a. List all previous, pending or threatened litigation, arbitration, administrative or other proceedings involving your Company, any subsidiary or any joint venture involving your Company or any subsidiary, or any officer or director (including parties, remedies sought and nature of action).

b. List and describe all previous, pending or threatened government or other investigations involving your Company, any subsidiary or any officer or director.

c. List any regulatory or compliance issues previously or currently being addressed by your company where there were any notices or other correspondence concerning any known or alleged violation of Federal, state or local laws, regulations, agreements and/or commitments.

d. List any current licensure, past or current HIPAA breach reporting, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against your Company.

e. Describe the systems security and measures to prevent unauthorized access to data. Describe the audit trail process and your data governance model.
f. Please provide SOC1 and SOC2 reports for service organizations, in regards to a hosted model option.

4.9 References

a. Complete the table below for UKHC to better understand the client base that you serve. Please provide the following information for five academic health systems with similarities to UKHC (e.g. size, complexity, scope, etc.) that could be made available for reference checks. (Please complete the table below for each reference.) The five references must be installed clients who are live on your product(s). If possible, please include at least one new client (within the last three years) and their contact information.

<table>
<thead>
<tr>
<th>Client name</th>
<th>Client contacts (email and phone)</th>
<th>Products purchased and year contract signed</th>
<th>Client demographics (# of sites, # of users, etc)</th>
<th>Results/benefits achieved thus far</th>
<th>Lessons learned</th>
<th>Relevance to UKHC</th>
</tr>
</thead>
</table>

4.10 Prescriptive System Requirements

a. Review and complete the attached spreadsheet UKHC Prescriptive System Requirements in Appendix B with your responses to UKHC’s system requirements. Each of the individual responses collected within the requirements document will be construed as an accurate representation of the proposed solution, and as such will become part of the contractual agreement between UKHC and the selected offeror, unless decided otherwise by UKHC. Address all requirements based on current functionality unless otherwise noted. Detailed instructions on how to populate this document are found on the tab titled “Offeror Review Instructions” within the UKHC Prescriptive System Requirements spreadsheet attachment.

Please note: UKHC has not determined if offeror hosting or on-premise hardware will be used. If your system offers both options, please respond to the requirements with answers for both options (where applicable).

Do not submit Appendix B as a .pdf in your response. It must be submitted as an Excel spreadsheet.

4.11 Intent System Requirements

a. Review and complete the attached Word document UKHC Intent System Requirements in Appendix C with your detailed responses to UKHC’s intent requirements. These requirements require a thoughtful response and will be reviewed separately from the prescriptive requirements. Each of the individual responses collected within the requirements document will be construed as an accurate representation of the proposed solution, and as such will become part of the contractual agreement between UKHC and the
selected offeror, unless decided otherwise by UKHC. All responses should be based on current functionality unless otherwise noted. Detailed instructions on how to populate this document are found on the tab titled “Instructions” within the UKHC Intent System Requirements spreadsheet attachment.

Please note: UKHC has not determined if offeror hosting or on-premise hardware will be used. If your system offers both options, please respond to the requirements with answers for both options (where applicable).

Do not submit Appendix C as a .pdf in your response. It must be submitted as an Excel spreadsheet.

4.12 UKHC Application List

a. Review and complete the UKHC Application List document in Appendix D. The document lists identified applications and services that are currently deployed at UKHC. For each application, please complete the spreadsheet according to the instructions on the Instructions tab of the spreadsheet.

Do not submit Appendix D as a .pdf in your response. It must be submitted as an Excel spreadsheet.

4.13 Implementation Approach and Roadmap

Using your experience of past implementations and best practices, provide an implementation approach and roadmap covering the implementation of the solution proposed. In development of your response, please note the following UKHC assumptions:

- Assuming the system selection schedule stays on track, appropriate administrative decisions are timely, and contracting is completed by early Q2 2019, UKHC intends to start detailed implementation planning in May 2019.
- UKHC is considering an enterprise-wide “big bang” go-live.

For the implementation approach outlined, provide the following information:

a. Implementation methodology
b. Phases, timelines, and any additional essential information
c. Benefits, risks, and potential barriers
d. Facilitators to implementation and feasibility to leverage these facilitators
e. Costs (should be included in your implementation cost model response, detailed in Section 11.0)
f. Plan for monitoring and maintaining revenue flow during go-live
g. Describe any “early warning system” you have to identify potential plan deviation and deploy corrective action

h. Planning assumptions and the rationale for your implementation approach and roadmap; if your implementation approach and roadmap includes applications that are still under development, please make sure to identify the specific dependencies

i. Planned timing of new product releases, and how they fit in your overall proposed implementation timeline

j. Using your experience of past implementations and best practices, provide an implementation work plan (major applications, stage gates/milestones, work breakdown structure (WBS), tasks, activities, deliverables and dependencies) covering the implementation of the proposed solution

4.14 Staffing Model

a. Review and complete the UKHC Staffing Model spreadsheet in Appendix E, and clearly define both your responsibilities and those of UKHC (both IT and Operational), with recommended FTEs per month by FTE role for all participants throughout the implementation. List the resources and general descriptions of responsibilities for each offeror and UKHC resource. Using the dropdown options in Column A, indicate whether each resource is ‘UKHC – Core’, ‘UKHC – SME’, ‘Offeror – Core’, ‘Offeror – Subcontractor’, or ‘Other’. The resource model should also include your average hourly rate or the rate card proposed for your resources.

   • Do not submit Appendix E as a .pdf in your response. It must be submitted as an Excel spreadsheet.

b. The healthcare IT industry seems to be short of experienced resources, and that is likely to remain so for the next few years. This is very much a concern for UKHC for the implementation. Please outline how you would propose to alleviate this concern.

c. Describe how your resources guide the implementation from an enterprise platform level, not just the module-level. Describe how your resources understand how all modules interact (e.g. resource understands how a clinical workflow/module affects the Revenue Cycle module(s) during that workflow).

d. Describe how your training program ensures your resources are qualified implementation specialists.

e. Are there training requirements for the UKHC implementation core team? If yes, please describe the requirements, and specify mandated versus recommended training requirements.

4.15 End User Training and Go-Live Support

a. Describe the implementation training program that you are recommending/offering for UKHC clinical and business end users, as well as technical support personnel.

b. Describe the training environment and whether it is a mirror of the production environment.
c. Do you have any mandated requirements for end user training?

d. Provide details regarding curriculum development, classroom training, web-based learnings, interactive learning, learning via mobile device, ability to report on training completion, and any other relevant training program information.

e. Describe how your training program has evolved over the years, including incorporating any innovative approaches and technology advancements for end user training.

f. Describe any approaches for evaluating end user competency upon completion of training.

g. Please complete the table below for recommended training hours by end user role.

<table>
<thead>
<tr>
<th>Role</th>
<th>End User Training Hours Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physician</td>
<td></td>
</tr>
<tr>
<td>Nurse</td>
<td></td>
</tr>
<tr>
<td>Critical Core Services (Lab, Radiology, etc)</td>
<td></td>
</tr>
<tr>
<td>Patient Access</td>
<td></td>
</tr>
<tr>
<td>Billing</td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td></td>
</tr>
</tbody>
</table>

h. Describe your approach for supporting clinical and business end users in preparation for Go-Live (e.g. At-The-Elbow support, trainers).

i. Describe how you minimize operational disruption and support clinical and business end users at Go-Live (day of and four weeks after) in both the Command Center and in the units/clinics, especially across on-campus and off-campus locations.

j. Do you partner with organizations to provide At-The-Elbow support?

k. Describe your methodology for monitoring activation effectiveness during the implementation period.

4.16 Post Go-Live Resource Model

In order to effectively support the organization with ongoing maintenance, UKHC will need a support model in place that includes both UKHC staff and offeror personnel. Required support resources from both the offeror and UKHC should be included through the years noted in the UKHC Staffing Model in Appendix E. Clearly define both your responsibilities and those of UKHC (both IT and Operational), with recommended FTEs per month by FTE role for all participants throughout ongoing support. List the resources and general descriptions of responsibilities for each offeror and UKHC resource. Using the dropdown options in Column A, indicate whether each resource is ‘UKHC – Core’, ‘UKHC – SME’, ‘Offeror – Core’, ‘Offeror – Subcontractor’, or ‘Other’.
a. Include your proposed post Go-Live support model after the system implementation and stabilization phase and the resources required.
   • Ensure the UKHC Staffing Model includes all post-go live resources required for maintenance and regular upgrades.

b. Describe how customers report system problems and the escalation process during normal business hours and availability during off times.

c. Describe the service level agreements, system maintenance windows, release and deployment management plan including scheduled upgrades and frequency, and change management processes. Please detail whether the system maintenance and upgrades require system downtime. Describe your change evaluation plan, if applicable.

### 4.17 Ongoing Post-Live Training and Support

a. Describe your model and services for providing ongoing technical support to UKHC post implementation.

b. Do you have a transition period between go-live and UKHC’s transition to ongoing support? How long is the transition period?

c. How is the support transition structured?

d. Describe your approach and training programs for ongoing training for UKHC end users. Are there specific approaches for clinicians (i.e. “how-to” hotline, etc)?

e. Describe your support portals for end users (e.g. do you publish release documentation, quick reference guides, new functionality videos?). Please specify what is available to your clients.
5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Director of Purchasing will evaluate proposals and make a recommendation to the Director of Purchasing. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (as requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of the responses in Sections 4.0, 8.0, 9.0, 10.0, and 11.0 (including Appendices B, C, D, E, and F). Offerors shall specifically address all requested information in their response, even if the offeror’s response cannot satisfy the request. Any deviations or exceptions to the specifications or requirements shall be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

A proposal may be rejected if it is conditional or incomplete in the judgment of the University.
6.0 **SPECIAL CONDITIONS**

6.1 **Contract Term**

The contract resulting from this RFP will be determined upon offeror selection per the dates outlined in Section 3.1, based on project timeline and implementation scope.

6.2 **Effective Date**

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 **Competitive Negotiation**

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information-received prior to the cut-off time will be considered part of the offeror’s Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.4 **Appearance Before Committee**

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 **Additions, Deletions or Contract Changes**

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Director of Purchasing and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.6 **Contractor Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.
or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.7 **Entire Agreement**

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror’s response accepted by the University, shall be the entire agreement between the parties.

6.8 **Governing Law**

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

6.9 **Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act**

To the extent Company receives Personal Information as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the “Act”), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 **Termination for Convenience**

The University of Kentucky, Purchasing Division, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a “notice of termination,” the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a “notice of termination” and fees will be pro-rated (as appropriate).
6.11 **Termination for Non-Performance**

**Default**

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;

- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;

- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

**Demand for Assurances**

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

**Notification**

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University’s satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days’ notice, by registered or certified mail, of its intent to cancel this contract.

6.12 **Funding Out**

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days’ written notice of termination under this provision.
6.13 **Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.14 **Assignment and Subcontracting**

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 **Permits, Licenses, Taxes**

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.16 **Attorneys’ Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys’ fees and costs at all stages of litigation.

6.17 **Royalties, Patents, Copyrights and Trademarks**

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University’s name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.
6.18 **Indemnification**

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys’ fees of the University’s attorneys), all liability of any nature or kind arising out of or relating to the Contractor’s response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.19 **Insurance**

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

<table>
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<tr>
<th>COVERAGES</th>
<th>LIMITS</th>
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<tr>
<td>Workers' Compensation</td>
<td>Statutory Requirements (Kentucky)</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000/$500,000/$500,000</td>
</tr>
<tr>
<td>Commercial General Liability including</td>
<td></td>
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<tr>
<td>operations/completed operations, products</td>
<td></td>
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<tr>
<td>and contractual liability (including defense</td>
<td></td>
</tr>
<tr>
<td>and investigation costs), and this contract</td>
<td></td>
</tr>
<tr>
<td>Business Automobile Liability covering</td>
<td>$2,000,000 each occurrence</td>
</tr>
<tr>
<td>owned, leased, or non-owned autos</td>
<td></td>
</tr>
<tr>
<td>Cyber Liability</td>
<td>(BI &amp; PD combined) $2,000,000 Products</td>
</tr>
<tr>
<td>Commercial Crime</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>(BI &amp; PD combined)</td>
</tr>
<tr>
<td></td>
<td>$10,000,00 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$5,000,000 each occurrence</td>
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</tbody>
</table>

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers’ Compensation) in favor of the University, its trustees and employees.

6.20 **Method of Award**

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.21 **Reciprocal Preference**

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency
preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

### 6.22 Reports and Auditing

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

### 6.23 Confidentiality

The University recognizes an offeror’s possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University’s General Counsel shall review each offeror’s information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

### 6.24 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky’s Ethical Principles and Code of Conduct ([www.uky.edu/Legal/ethicscode.htm](http://www.uky.edu/Legal/ethicscode.htm)). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.
6.25 **Extending Contract**

The offeror’s response to this RFP must state whether or not the offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

6.26 **Personal Service Contract Policies**

Pursuant to the Kentucky Model Procurement Code (Code), the Government Contract Review Committee (GCRC) of the Kentucky General Assembly may establish policies that govern personal service contracts. Under the Code, a personal service contract is an agreement whereby an individual, firm, partnership or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

**A. Professional Service Rate Schedules:**

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at [www.lrc.ky.gov/statcomm/Contracts/homepage.htm](http://www.lrc.ky.gov/statcomm/Contracts/homepage.htm).

**B. Invoicing of Personal Service Contracts:**

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. It states, “No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice on a form established by the committee.” The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted as a condition of payment. A copy of the form is located on the GCRC website at [www.lrc.ky.gov/statcomm/contracts/PSC%20INVOICE%20form.pdf](http://www.lrc.ky.gov/statcomm/contracts/PSC%20INVOICE%20form.pdf).

6.27 **Copyright Ownership and Title to Designs and Copy**

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

6.28 **University Brand Standards**

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at
http://www.uky.edu/pmarketing/brand-standards. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UKHC areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: https://ourbrand.ukhealthcare.org. Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University’s Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, offeror will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

6.29 **Printing Statutes**

The purchase of printing services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically, all printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by the Purchasing Division.

6.30 **HIPAA/BAA Amendment**

Offeror will be required to comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA). University of Kentucky master HIPAA/BAA agreement, Appendix G, and will become an integral part of any agreement.
7.0 SCOPE OF SERVICES

The scope of services UKHC is requesting as a part of this proposal are detailed below. The offeror’s proposed solution should be based on the scope below.

<table>
<thead>
<tr>
<th>Inpatient Clinical</th>
<th>Core Critical Services</th>
<th>Support Services</th>
<th>Enterprise Revenue Cycle</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient EHR: Clinical Documentation, Physician Documentation, Orders, Barcode Medication Administration, e-prescribing, device integration</td>
<td>Laboratory</td>
<td>Managed Care Administration</td>
<td>Ambulatory/Surgery Scheduling</td>
</tr>
<tr>
<td></td>
<td>Blood Bank</td>
<td>Document Management / Imaging</td>
<td>Registration / Check In / Kiosks</td>
</tr>
<tr>
<td>Pharmacy</td>
<td>Radiology: MRI, Mammography, Interventional Radiology</td>
<td>Call Management / CRM</td>
<td>RTE, Address Verification, Propensity to Pay</td>
</tr>
<tr>
<td>Emergency Department</td>
<td>Cardiology: CVIS, Interventional Cardiology, Cath Lab</td>
<td>Nurse Triage</td>
<td>Financial Clearance / Eligibility</td>
</tr>
<tr>
<td>Surgery / Peri-op</td>
<td>Oncology</td>
<td>Referrals Management</td>
<td>Clinical Coding &amp; Charge Capture</td>
</tr>
<tr>
<td>Endoscopy</td>
<td>Radiation Medicine</td>
<td>Reporting</td>
<td>Hospital Billing and Claims Processing</td>
</tr>
<tr>
<td>Anesthesia</td>
<td>Pulmonology</td>
<td>Home Health</td>
<td>Professional Billing and Claims Processing</td>
</tr>
<tr>
<td>Critical Care / NICU / Remote ICU</td>
<td>Transplant</td>
<td>Hospice</td>
<td>Claims Clearinghouse</td>
</tr>
<tr>
<td>Labor and Delivery</td>
<td>Bone Marrow</td>
<td></td>
<td>Patient Liability</td>
</tr>
<tr>
<td>Bed Management</td>
<td>Case Management</td>
<td></td>
<td>EMPI</td>
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<tr>
<td></td>
<td>Research</td>
<td></td>
<td>HIM (Deficiency, ROI, Dictation, Transcription)</td>
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<tr>
<td></td>
<td>HLA Testing (Histocompatibility)</td>
<td></td>
<td>Contract Management / Payer Relation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ambulatory Clinical</th>
<th>In Scope</th>
<th>Ambulatory EHR: Clinical Documentation, Physician Documentation, Orders, Barcode Medication Administration, e-prescribing, device integration</th>
<th>Ambulatory EHR includes all specialty clinics, i.e., Dermatology, Neurology, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Artistry</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Prenatal Care</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Dentistry</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Outpatient Pharmacy (Retail)</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Ophthalmology</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Ambulatory Surgery</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

8.0 USABILITY

a. How do you incorporate user-centric design principles into your solution?

b. Comment on your ability to monitor usability metrics (i.e. click counts, etc.)

c. How does your solution promote clinician efficiency and engagement, improve end user satisfaction, and allow for specificity in design?

Recent reports have highlighted increased clinician fatigue and burnout associated with EHR usage. Addressing this fatigue will require a focused effort across EHR offerors and the health care industry. UKHC is interested in hearing your perspective on clinician fatigue (for example, related to documentation, reporting, etc).

d. Describe strategies that you have incorporated into your solution to reduce EHR-related clinician fatigue. Describe any use case(s) from your customers that demonstrate reduced clinician burnout with your solution.
e. Describe ongoing efforts that your organization is taking to reduce EHR-related clinician fatigue.

9.0 INNOVATION

UKHC has been using IT as a key enabler of its patient care, research, and education excellence. It is of UKHC’s keen interest to maintain and improve our innovation capabilities with this EHR implementation. UKHC is seeking a partner that allows for and supports innovation from within our organization, and shares innovative approaches and technologies from across the industry. Please note that specific questions related to Next Generation Technology requirements are included within Appendix B and Appendix C.

a. Provide a brief history of how your technology has evolved over time as well as your ongoing and future plans to keep your technology platform up to date.

b. Describe your current R&D efforts specific to innovative technology.

c. How are innovative tools and features of your products developed by your customers communicated and shared with your customer base?

d. How is innovation incorporated into your day-to-day work? How do you innovate with your customers? How do you prioritize your innovation efforts?

10.0 “WOW” FACTORS

a. Briefly summarize 3-5 differentiators of your proposal/solution that explain why UKHC should select you as our partner. Specifically note if any of your differentiators are in development/not currently available.

<table>
<thead>
<tr>
<th></th>
<th>“WOW” Factor:</th>
<th>Detail:</th>
</tr>
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<tbody>
<tr>
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<tr>
<td>5</td>
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</table>

b. Please also include any additional high-level features your system encompasses that you did not have the opportunity to address.
11.0 FINANCIAL OFFER SUMMARY

a. Please complete and attach the *UKHC Offeror Cost Model* in Appendix F to provide the cost breakdown for your pricing bid.
   - In the *UKHC Offeror Cost Model* spreadsheet, you are requested to provide your one-time and ongoing costs for two scenarios: on-premise infrastructure, and offeror-hosted infrastructure.
     - UKHC will review the technical requirements, cost models, and other considerations before determining which infrastructure option should be selected for the EHR.
   - The pricing information requested covers: (1) total one-time costs, regardless of when they would occur throughout the implementation; and (2) total annual ongoing costs.
   - Add columns as necessary and any other supporting documentation you may wish to provide in your pricing proposal to UKHC.
   - Attach detailed calculation spreadsheets, if applicable, to explain the composition and the breakdown of the price provided (for example, interfaces: number of interfaces assumed; implementation: number of offeror person days provided, etc.).
   - Required third-party software, hardware (if applicable) and implementation cost must be included. Pricing for any third-party software your solution requires should be included in the proposal for budgeting purposes.
   - The questions on the “Questions” tab must be completed.
   - All pricing is to be “As Installed” (freight prepaid and included in price proposal), including rigging and inside delivery. All pricing shall be guaranteed firm, based on an order placed within six months of the proposal due date and intended for delivery in accordance with the proposed delivery schedule.
   - **Do not submit Appendix F as a .pdf in your response. It must be submitted as an Excel spreadsheet.**