

## **5. SECTION B - SCOPE OF SERVICES:**

### **5.1 Background**

The Montgomery County, Maryland Department of Health and Human Services (DHHS) provides a variety of public health, behavioral health, and social services to eligible Montgomery County residents. DHHS provides access to services through a network of community, nonprofit, and private sector providers. DHHS' budget is funded by Montgomery County (the County), categorical State and federal grants, and State and federal intergovernmental reimbursements. Over 2000 DHHS employees serve Montgomery County's 1.1 million residents. To manage and streamline the information of eligible residents receiving service, DHHS utilizes an Electronic Health Records (EHR) to ensure efficient recording and organization of health and service-related data. An electronic health record (EHR) is a secure, digital system that centralizes patient health information to enhance care coordination, support personalized treatment, facilitate communication between patients and providers, and streamline essential functions like billing, coding, and documentation.

DHHS seeks to modernize its EHR system to improve the delivery of high-quality, patient-centered care across all clinical and public health services. The EHR system is a vital tool to ensure healthcare professionals have real-time access to accurate, comprehensive patient information allowing for more informed decision-making, enhanced care coordination, and improved clinical outcomes. It will support preventive care efforts, ensuring patients receive timely follow-up and proactive interventions, which leads to better health outcomes for individuals and the community.

DHHS's EHR supports its mission to ensure the health and safety of Montgomery County residents by enabling the department to track and analyze population data, address health disparities, and improve population health data management.

The EHR system serves as the centralized platform for the secure management of patient data, streamlining workflows, and ensuring compliance with state and federal healthcare regulations. The EHR supports billing and revenue cycle management, ensuring accurate documentation services to meet regulatory requirements, streamline claims processing, and optimize reimbursements. It will manage self-pay accounts with sliding fee scales, track payments from grants, and provide seamless integration with third-party payers, Medicaid, and other insurance providers.

The new modernized EHR system (the 'System') that the County is soliciting through this Request for Proposal will be a robust, modern platform that is user-friendly, scalable, secure, and equipped with functionalities to meet DHHS's specific workflows.

### **5.2 Intent**

- 5.2.1. The county seeks proposals from qualified, experienced entities to provide a Commercial Off the Shelf (COTS) EHR system as well as system development, configuration, modifications, and updates, specify processes and requirements for additional software or services not included in the COTS system, that is certified, cloud-based, Health Insurance Portability and Accountability Act (HIPAA) compliant and compliant with all local, State, and Federal laws. The successful Offeror, herein after referred to as 'Contractor' must also provide medical claims clearinghouse services. The system must respond to the county's efforts of maximizing care, sustainability and process improvement.

- 5.2.2. All compensation payable under any Contract resulting from this solicitation is subject to and contingent upon the County's appropriation and encumbrance of funding for this program described in this solicitation. This solicitation will result in one Contract.
- 5.2.3. Offerors may submit joint proposals and/or include sub-contractors in their proposals. Joint proposals must reflect formal commitments between/among the identified parties. Sub-contractors and their roles must be identified in the proposal, including a description of how services will be delivered. In these cases, Offerors are encouraged to include Letters of Intent in their proposals. The County will contract with the lead organization who will be responsible for the sub-contractor's/partner's work. If the Offeror proposes to supply any sub-contractors to provide certain program services, the Offeror must indicate the name(s) of any sub-contractors and provide a plan for how any sub-contractors will be utilized. All sub-contractors are subject to County review and approval.
- 5.2.4 The system must support the following lines of service within DHHS:
- 5.2.4.1 Communicable Disease:
    - Disease tracing and contact notification;
    - HIV Clinic;
    - Rabies;
    - Sexually Transmitted Infections (STI) Clinics; and
    - Tuberculosis Clinic.
  - 5.2.4.2 Dental Care:
    - Screening and education;
    - Pediatric and adult general dentistry (diagnostic, preventive, and restorative);
    - Oral surgery; and
    - Mobile dental clinic.
  - 5.2.4.3 Maternal/Child Health:
    - Home visiting program; and
    - Nurse outreach and care coordination.
  - 5.2.4.4 Mental Health:
    - Pediatric and adult therapy;
    - Crisis Center; and
    - Substance Use Treatment including drug screening and medication for opioid use disorder
  - 5.2.4.5 Primary and urgent care services:
    - Mobile health clinic
  - 5.2.4.6 Preventive Health:
    - Immunizations; and
    - Various physical and mental health screenings
  - 5.2.4.7 School Health:
    - School Health Rooms; and
    - School-Based Health and Wellness centers which provide primary and acute care services

### 5.3 Scope of Services

- 5.3.1 The COTS application provided under a Contract resulting from this RFP must include a fully certified, cloud-based EHR system that supports Meaningful Use, Promoting Interoperability measures, and is Office of National Coordinator Health IT Certified. It must also support the implementation, migration, training, and ongoing support services required in the capabilities listed below.
- 5.3.2 Required EHR Capabilities are:
  - 5.3.2.1 Cloud-Based Hosting: The system must be hosted on a secure, scalable cloud platform with high availability, disaster recovery, and regular backups;
  - 5.3.2.2 Interoperability: Must comply with Fast Healthcare Interoperability Resources and HL7 standards, enabling data exchange with other health systems, including but not limited to the Chesapeake Regional Information System for our Patients (CRISP), labs including but not limited to state labs, Quest, Labcorp, pharmacies, and State public health registries;
  - 5.3.2.3 User Interface: Intuitive, customizable interface with role-based access for clinical, administrative, and public health users. Users of this application must be able to access patient records and who accessed the records in one or two click(s);
  - 5.3.2.4 Mobile Compatibility: The system should have a mobile application and must be fully responsive to different devices, allowing access on smartphones and tablets;
  - 5.3.2.5 Customization: The ability to tailor workflows, forms, and templates to meet the specific needs of the Montgomery County Department of Health and Human Services; and
  - 5.3.2.6 Multilingual Support: Ability to capture and manage patient data in multiple languages (at minimum in Spanish and French) to serve diverse populations.
- 5.3.3 The Contractor must also provide:
  - 5.3.3.1 Application Support and Maintenance;
  - 5.3.3.2 Ability to perform system development, configuration, modifications, and updates; as well as specify processes and requirements for additional software or services not included in the COTS application;
  - 5.3.3.3 Conduct user and train-the-trainer training;
  - 5.3.3.4 Data migration from the current EHR to the new solution;
  - 5.3.3.5 A system that interfaces with private and state health systems and labs as stated above under Section 5.3.2.2 to send/receive reports/results as well as provide for interface with Medical Claims Clearinghouse services listed below under Section 5.3.14

- 5.3.3.6 Cloud Hosting Services and other functionalities (such as dispensing controlled substances as part of Medication Assisted Treatment and Medical Clearing House Services);
- 5.3.3.7 Technical Support for different specialties including but not limited to those listed above under Section 5.2.4 including Dentistry, Behavioral Health, Psychiatry, Psychology, and Pediatrics;
- 5.3.3.8 Picture Archiving and Communication System (PACS) fully supported;
- 5.3.4 The system must provide data retention for clinical data for minors and adults for the State of Maryland based on the Code of Maryland Administrative Regulations (COMAR) and HIPAA.
- 5.3.5 The system must provide the County with the following reporting abilities:
  - a. Ability to design and generate ad-hoc and canned reports utilizing all data elements and save report format for future use and be able to Identify if reports are user-specific or organization-specific;
  - b. Ability to export data to Excel and/or other systems;
  - c. Ability to generate reports on patient goals and track process toward meeting those goals;
  - d. Ability to query different types of information in the system that may be program-specific or staff-specific for reporting required by various State agencies and programs to include but may not be limited to Title X, Title IV, Maternal Child Health, Show Me Healthy Women and Wise Woman
  - e. Ability to explain how new legally mandated reports are added and by what authority; and,
  - f. Ability to queue reports and/or run reports in the background.
- 5.3.6 The Contractor must develop and maintain disaster recovery and/or contingency plans during the term of this contract to cover a disruption in the provision of the services and must provide copies of its most recent plans upon request by the County. The disaster recovery and/or contingency plans must describe the key steps to be performed by the Contractor during and after a disruption in services, to enable the system to return to normal operations as soon as possible. Upon the occurrence of a disruption, the Contractor must promptly notify the County of the event, its effect on performance, and how long the Contractor expects it to last. Thereafter, the Contractor shall update that information as reasonably necessary. During the event of a disruption, the Contractor must make reasonable efforts to limit damages to the County and resume its performance under this Contract.
- 5.3.7. The Contractor must provide a minimum of 99% system and service availability with a Recovery Point Objective and Recovery Time Objective of no more than 24 hours. The Contractor agrees that in the event of an outage that results in the loss of service, the County shall be entitled to liquidated damages from the Contractor in an amount to be negotiated and agreed upon by the Parties at the time of contract execution, which shall be based on the length of the outage and commensurate to the amount of damages incurred by the County.

5.3.14 The System must also provide medical claims clearinghouse services with the following specifications:

1. Ability for the County to upload electronic medical claims to the Contractor's secure site, edit primary and secondary claims online prior to submission, and make online corrections to submitted claims;
2. Ability to process and submit claims to insurance payers of primary, secondary, and tertiary claims, as generated by DHHS' EHR Enterprise Performance Management (EPM) system; (EPM is the billing side of EHR and it creates the claim files);
3. Ability to retrieve and store ERAs coming back from the insurance payers;
4. Continual claim tracking and ability for the County to determine where any given claim is within the claim submission process and its status;
5. Current Payer responses (acceptance or denial of claims);
6. Automatic transmission of electronic claims forms 837, 835, 999, and 277 from Contractor to Payers based upon medical claims data supplied by the County; and
7. Ability to process paper claims for Payers that do not accept electronic claims formats;
8. Storage and Retrieval –Fully integrated and secure storage of all insurance payer enrollment documents, DHHS submitted claim files, Electronic Remittance Advice (ERA) from the insurance payers, and all other documents requested by DHHS for up to 6 years;
9. Capacity to make available or generate the following reports on its web portal. Such reports should include but are not limited to:
  - i. Listing of claims submitted with various filtering options;
  - ii. Listing of ERAs received with various filtering options, and
  - iii. Listing of rejected claims.
10. , Contractor must perform enrollment of Payers, i.e. submission of enrollment forms with Payers indicating the Payers are to accept claims from the Contractor as being submitted on behalf of the County, and online storage of all enrollment forms;
11. The clearinghouse portal must operate at least between 8:00 AM to 6:00 PM Eastern Standard Time, Monday through Friday, except on Federal Holidays;
12. The Contractor must provide ERM, including but not limited to:
  - a) Both machine-readable and human-readable ERA to the County;
  - b) Response codes clearly listed and spelled out within the ERA;
  - c) ERA check listings shown as type of payment applicable; and
  - d) Reporting options accessible by the County on the Contractor's secure site with both printing and downloading options available for claims, payments, denials, and rejections by client number, Payer name, and County billing location name or number.
13. The Contractor's system must cover a wide range of Payers including, at a minimum, the following types of Payers:
  - a) State of Maryland Medicaid;
  - b) Medicare plans;
  - c) Commercial; and
  - d) Dental Plans

14. Training and Support

- a) Contractor must provide training to County employees on how to use clearinghouse services. Training costs must be included in the proposal. One (1) to

three (3) virtual group training sessions must be offered prior to initiating use of services with additional training offered when upgrades or changes to interface are made. Training costs associated with any major annual upgrades/enhancements should also be stated in the proposal. The County and the Contractor will determine the best date(s) and time(s) for said trainings;

b) Contractor must offer technical support via phone or via electronic communication to help resolve transmission problems, claims format problems, or other denial problems with Payers. The phone support center hours are Monday-Friday from 7 AM EST to 8 PM EST. The County retains responsibility for ensuring the accuracy and completeness of claims; technical support provided does not constitute an admission of liability for claim data quality or integrity.

#### 5.4 Contractor's Qualifications

5.4.1 Contractors must furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed or are regularly engaged in performing the services for which they are submitting a proposal, and that they maintain a regularly established place of business.

5.4.2 Contractors must provide evidence that it is ONC certified.

#### 5.5 Reports

The contractor must provide to the County reports, in a format approved by the County. The County must be able to obtain reports including ad hoc reports within the software as needed.

#### 5.6 Information Security

The Contractor must use commercially responsible efforts to ensure that the County's information resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Resources Security Procedure (AP 6-7) Attachment F. To the extent, the County has access to the County's network, the Contractor must adhere to the County's Information Security Rules of Behavior Procedure (AP 6-7) Attachment G and Administrative Procedure (AP6-7 ) Data Owners handbook (ISSADOH), Attachment H.

5.6.1 The Contractor must comply with the Administrative Procedure (AP) 6-7, Information Security in Attachment F including but not limited to:

- a. Provide application data on request;
- b. Comply with audits;
- c. Implement a data backup and recovery plan to include testing and contingency. Data at rest must be encrypted;
- d. Provide one of the following:
  1. The Contractor's system must be FedRAMP Authorized and listed on FedRAMP Marketplace (for the duration of the Contract term), OR
  2. Service and Organization Controls (SOC 2) report (and annually provide updated SOC 2 report for the duration of the Contract term at Contract renewal), OR
  3. An IT security audit report from a third-party IT security audit firm approved by the County based on National Institute of Standards and Technology (NIST) 800-53 rev. 5 standards (and annually provide same for the duration of the Contract term),

4. The following documents:
  - i. a copy of its Change Management Policy and Procedures (or a description);
  - ii. a copy of its Information Security Policy (or its Table of Contents);
  - iii. a copy of its internal and external penetration test and vulnerability summary;
  - iv. a copy of its Security Incident Management process (or a description),
  - v. a copy of its Privacy Policy;
  - vi. a copy of its payment processing information security policies; and
  - vii. a copy of its business continuity and disaster recovery plans and a summary of the most recent plan testing conducted and results.
- e. The Contractor must provide a list of Contractors, sub-contractors, and/or affiliated businesses involved with the system or service being proposed or used, along with a description of Contractor processes in place to review, understand, and evaluate the organization, processes, controls, regulatory compliance, capabilities around the system and data integrity, data security and controls, and disaster recovery/business continuity of these entities. The Contractor must ensure all third parties used by the Contractor also meet the requirements listed here;
- f. Contractor must use Multi-Factor Authentication to authenticate both internal and external administrators and users of its systems (including employees, contractors, and customer);
- g. Contractor must ensure its IT systems are hardened by patching vulnerabilities and turning off nonessential services.

5.6.2. The Contractor must acknowledge that County owns all data stored, transmitted, or processed by the solution ("Customer Data").

5.6.3. The Contractor must secure Customer Data when stored, transmitted, or processed, encrypt data in transit and storage, and must limit physical and remote access to Customer Data by Contractor personnel.

5.6.4. The Contractor must not disclose Customer Data to a Third-Party (including law enforcement, other government entity, civil litigant, or private party, excluding approved sub-contractors) (a "Third-Party") except as directed by the County or unless required by law. The Contractor must immediately notify the County in writing of any subpoena or Third-Party request for Customer Data and must use best efforts to redirect requests for County data to the County. Such notice will be provided to the County's contract administrator for this Contract. The Contractor must assist County in responding to any Third-Party requests by providing any data or files needed by County for such response.

5.6.5. The application will be accessible to individuals with disabilities in accordance with applicable provisions of Section 508 of the Rehabilitation Act as of January 1, 2024. The Contractor will evaluate the accessibility of the solution against the Web Content Accessibility Guidelines 2.0 AA using a Voluntary Product Assessment Template or similar tool. The Contractor's compliance with this section does not necessarily include the use of 3rd party products in conjunction with the solution, documents uploaded by users, or customization and design choices made by the County or users that do not adhere to the applicable accessibility standard.

5.6.7. The Contractor and its sub-contractors must comply with all federal, state, and local laws and regulations governing privacy and the protection of health information. The Contractor must execute formal agreements with other service providers in accordance with Federal and state confidentiality regulations and HIPAA or with appropriate release of information by the Client. The Contractor must sign and comply with the Business Associate Agreement (Attachment D).

5.6.8. In addition to complying with Administrative Procedure (AP) 6-7, Information Security in Attachment F, the Contractor is advised that any processing or storage of data outside of the Continental U.S. is prohibited.

## **6 SECTION C - PERFORMANCE PERIOD**

### **6.1. TERM**

6.1.1 The anticipated effective date of this Contract is the date of the signature by the Director, Office of Procurement. The period in which the Contractor must perform all work under this Contract begins on the Contract's effective date and ends twelve (12) months following.

6.1.2 Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term for nine (9) additional periods for up to one (1) year each. Satisfactory performance does not guarantee renewal of this Contract. Renewal is also contingent upon the continuation of funding for these services.

### **6.2 PRICE ADJUSTMENTS**

6.2.1 Prices are fixed for the first term of this Contract. For any renewal term of this Contract, a price increase may be allowed as follows:

If the County Council provides for an Inflationary Adjustment that applies to this Contract, the Contractor will receive the Inflationary Adjustment in the amount set forth by Council for the subject Fiscal Year. In this event, the Contractor may not seek any additional price increase(s) during the renewal term.

6.2.2 If there is no Council-approved Inflationary Adjustment applicable to this Contract, the Contractor may request a price increase, subject to the following:

- Approval or rejection by the Director, Office of Procurement, or designee
- Must be submitted in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Must be submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- Must not be approved in an amount that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV, Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the Contractor's request.
- Effective only if executed by written contract amendment.