

CITY OF WAUWATOSA MEMO

To: **Financial Affairs Committee**

From: **Laura Stephens, Health Officer**

Date: **July 23, 2024**

Subject: **Consideration of request by the Health Department for waiver of the competitive bidding process and authorization to enter into a 5-year contract with Champ Software, Inc. for an electronic health record system**

A. Issue

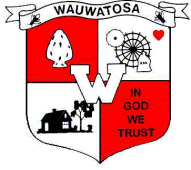
In March 2022, the Common Council approved the allocation of \$119,000 in ARPA funds to the Wauwatosa Health Department to purchase an Electronic Health Record system. Health Department staff are requesting a waiver of the competitive bidding process and approval of a 5-year contract with Champ Software, Inc. in the total amount of \$101,265.

B. Background/Options

In early 2024, the Wauwatosa Health Department began formally researching Electronic Health Record (EHR) systems. As a part of this process, we gathered information from staff about their program's needs and wants in an EHR. Health Department staff also had the opportunity to visit and connect with other health departments to learn about various EHRs and the options available. During the research process, it became clear that there are limited EHR options available to us – and there is one system that meets our needs and budget.

Nightingale Notes by Champ Software has been in use across Wisconsin for more than 20 years. Currently, 21 local health departments are using Nightingale Notes in our state, in addition to several health and human service organizations. The system is fully compliant with current HIPAA and other health information privacy regulations. It ensures the security and confidentiality of all data. Nightingale Notes is specifically designed for public health workflow and built to document every piece of data by using standardized terminology. This ensures that data is collected in a meaningful and reportable way. It also enhances workflow, improves communication, and partnerships with other local health departments. Other health departments that use Nightingale Notes report that they love the ease of training, accessibility of technical support, and the ability to design the system to fit their needs. This EHR system will best serve our community by providing improved results in data accuracy, efficiency, customer service, and patient care.

Along with the ability to customize patient record management, billing, vaccine inventory, appointment scheduling, and reporting, this EHR is user-friendly and in all specialty areas of the health department. We plan to use the system in all divisions of our department, including nursing, environmental health, and social work. The reduction in the use of paper and the physical storage of records is environmentally friendly and will result in continued cost savings measures.



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While there are other EHR systems with more expansive capabilities and services, they are significantly more expensive and do not offer contracts to departments our size. Of the other options available within our budget, none of them offer the same level of integrations and amenities as Nightingale Notes. Additionally, because Nightingale Notes has been specifically designed for public health and so many other local health departments use this EHR, we will be able to more easily share documents, templates, and data with other departments as needed. Due to all of these reasons, it is clear that Nightingale Notes is the best option available to meet the Wauwatosa Health Department's EHR needs and we are requesting to waive the competitive bidding process.

The Wauwatosa Health Department intends to sign a 5-year contract with Champ Software, Inc. so that ARPA funds can be used to pay 5 years' worth of licensing fees. The implementation cost is \$8,400 and the annual licensing fee is \$18,573/year for 14 licenses. The 5-year contract totals \$101,265. The remaining \$17,735 of ARPA funds allocated to EHR will be used to digitize existing paper records. After the 5-year contract ends, the Health Department will allocate existing or new grant funds to cover future licensing costs.

The Nightingale Notes EHR system has been reviewed by the City of Wauwatosa IT Department and they confirmed there are no concerns with the system.

C. Strategic Plan (Area of Focus)

Priority 5: Quality of Life

Goal 2: Align public health resources in the City with those across the region and state.

D. Fiscal Impact

\$119,000 of ARPA funds were allocated in March 2022 to purchase an EHR. There is no additional fiscal impact at this time.

E. Recommendation

Approval to waive the competitive bidding process and approve a 5-year contract with Champ Software, Inc. in the amount of \$101,265 for Electronic Health Records.

**NIGHTINGALE NOTES
APPLICATION SUBSCRIPTION AGREEMENT
CHAMP SOFTWARE, INC.**

This Agreement is entered in to this ____ day of _____, _____, by and between Champ Software, Inc., PO Box 2246, North Mankato MN 56002, (hereinafter called “Vendor”) and City of Wauwatosa Health Department, with its principal place of business at 7725 West North Avenue, Wauwatosa WI 53213 (hereinafter called “Agency”).

Vendor is a computer software company that provides software, training, and support for the web application hereinafter called “Nightingale Notes,” and Agency desires to license Nightingale Notes from the Vendor.

Now, therefore, the parties agree as follows:

- I. GRANT OF LICENSE.** Vendor hereby grants to Agency the right to use Nightingale Notes (“License”) according to the terms specified in this Agreement.
- A. Vendor retains title and ownership of Nightingale Notes.
 - B. Vendor grants Agency a non-exclusive license to use the application “Nightingale Notes” according to the terms herein. Authorized users of the application are limited to employees of Agency and any authorized third-parties. To obtain authorization for third-parties (including independent contractors) to use the application, Agency must notify Vendor of the name of the third-party and the purpose for the use, and must obtain written consent of Vendor authorizing the use, which will be limited to the particular third-party and purpose identified in the request, unless further limited by Vendor.
 - C. The license granted under this Agreement is non-transferrable. Agency may not sublicense, resell, lease, delegate, assign, or otherwise transfer its rights under this Agreement, whether wholly or partially, to a third-party (including independent contractors) without prior written consent of Vendor.
 - D. Vendor reserves the right to monitor the use of the application and license count on a periodic basis.
 - E. All rights not expressly granted by Vendor under this Agreement are reserved by Vendor.
- II. LICENSE AND OTHER COSTS.** Agency will pay to Vendor an annual subscription fee for the use of the software application and support. Initial Training and Implementation fees are a one-time expense. Applicable sales taxes will be added to fees as appropriate.
- A. **Annual Gold Subscription Fee.** The annual subscription fee for the application and support is \$92,865 (\$18,573 per year for year 1 – 5). This fee is for 14 named licenses. If using the Teletask or Availity integration option there are fees associated with those services outside of Champ fees. Teletask and Availity require signed agreements to provide the integrated service and handle billing for the services outside of Champ billing. See more details in the document at the end of this agreement.

- B. **Implementation and Training Fee.** The fee for the implementation of application, plus staff time for setup, support and training, is \$8,400. This fee is based on 14 named licenses.
- C. **Expenses for Training** in the Agency's office (if applicable) will be billed when the cost is determined, based on actual expense, e.g., travel time, airfare, airport parking, mileage and lodging, and per diems for meals. Every effort is made to conduct training virtually to avoid travel expenses and to better fit agency schedule.
- D. **Payment.** Payment for Item II.A. and II.B. shall be as follows:
1. Year 1 – 5 subscription payment and Implementation & Training fee are due upon signing of Agreement. ($\$92,865 + \$8,400 = \$101,265$)
 2. Future subscription payments due annually beginning on year 6 from date training begins.
- If payment has not been received by the Vendor within thirty (30) days from the due date, the Vendor will have, with ten (10) days written notice, the option of applying a service charge on the delinquent amounts equaling one percent (1%) per month from the listed due date.
- E. **User Licenses.** This price includes the number of licenses stated in Item II.A. If the application is subsequently needed by additional users, Agency shall contact Vendor to determine the additional fee.
- F. **New Software Products.** From time to time the Vendor will develop product upgrades or enhancements for Vendor's entire customer base. Vendor reserves the right to increase subscription fees when a set of enhancements is deemed significant due to a large investment of time and effort on the part of the vendor.

III. VENDOR OBLIGATIONS. Vendor will provide to Agency the following:

- A. **APPLICATION.** Vendor will provide access to a public web server containing the application.
- B. **SETUP/TRAINING.** Setup/Training includes the following:
1. Assistance by email, telephone, and virtual webinars developing customized dropdowns and initial Pathway design, and covering installation issues.
 2. Basic training will be provided via online tutorials, virtual webinars and telephone conference. This training will cover all features available in the application at the time of installation. Onsite training is available at additional cost, when specifically requested by the Agency.
- C. **SUPPORT.** Support will include but is not limited to the following:
1. Telephone, email, fax, and web-based support, to answer questions and assist in resolving problems. Support is available from 8 am to 5 pm CT, Monday through Friday.

2. Application updates, either to fix problems in the application, or, at the discretion of the Vendor, to provide additional application features.
3. Revisions to comply with changes in existing state and federal requirements, if the application currently contains functionality to meet those state and federal requirements.
4. Champ implements an annual minimum COLA of 3% or higher if the US Department of Labor Bureau of Labor Statistics defines the Cost of Living Increase for any given year, as greater than 3%. This will begin on year 6.
5. The application provides a warning screen with a sign-off to protect an agency from inadvertently deleting a record. If the agency decides to delete the record and then wants it restored, Champ will restore it for the agency at a cost of \$150 hourly for the hours incurred. This process could take 4 to 8 hours.

IV. WARRANTY AND INDEMNITY

- A. Vendor warrants that the application was developed by Vendor and that it does not infringe upon a known copyright, patent or trade secret. Vendor's liability shall be limited to replacement or repair of any defective product. Both Vendor and Agency waive any claims for consequential damages.
- B. Agency acknowledges that the application is of such complexity that it may contain inherent defects and agrees that as Vendor's liability and as Agency's remedy, Vendor will provide all reasonable programming services free of charge to correct documented code errors which diagnoses indicate were caused by defects in an unaltered version of the installed application.

V. TERMINATION

- A. **Vendor Default.** In the event that Vendor should terminate this agreement and fail or refuse to provide support and maintenance for the application while Vendor offers such service to any of its customers or Vendor shall fail and/or refuse to offer support and maintenance services for the application to Agency whether for reasons of bankruptcy, receivership, termination of business or for any other reason, Agency shall be entitled to receive and use the source code and documentation for the application. This provision shall not apply in the event the current product becomes outdated, and Vendor develops a replacement product with superior technology.
- B. **Material Breach.** In the event of a material breach or default by Vendor or Agency in the performance of this agreement, the aggrieved party shall give written notice to the other party specifying the nature and extent of the breach. The party in breach or default shall have 30 days thereafter to cure any such curable breach or default. If such breach or default is not cured within said 30-day period, the termination of this agreement shall become effective on the 45th day following said written notice.
- C. **Termination.** Agency may terminate this agreement at any time if not satisfied with Vendor's performance or for any other reason, by providing Vendor with 45 days written notice by certified mail.

- D. **Agency Owns Their Data.** All parties understand that the Nightingale Notes application is the property of the Vendor. The Agency owns their data, which they have stored in the database. In the event of termination, a copy of the Agency's data will be provided by the Vendor to the Agency upon request. A \$1,200 one-time fee will be invoiced to the Agency to cover the cost for creating the data file.

VI. GENERAL PROVISIONS

- A. This agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written, as to the subject matter of this agreement. Neither party shall be bound by any conditions, warranties or representations except as expressly provided in this agreement.
- B. By this Agreement, the Agency is acquiring from Vendor a product in the form of a non-exclusive license to use certain software known as Nightingale Notes. The Vendor is not acting as a contractor for services and therefor is not subject to the Agency's standard and customary requirements for a contractor.
- C. No provision of this agreement may be waived, altered, changed, modified, amended or extended unless in writing signed by both parties.
- D. This agreement shall be binding upon the heirs, assigns and successors of Vendor and Agency.
- E. If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- F. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- G. Any notice required or permitted to be given by any party under this agreement will be made in writing and delivered by hand or by certified mail, postage prepaid, address as first set forth above or to such other address as a party shall designate in writing to the other party.
- H. The headings used in this agreement are for convenience only and do not affect the substantive meaning of any provision.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their duly authorized representatives as of the date first above written.

VENDOR: Champ Software Inc

AGENCY: City of Wauwatosa Health Department

By: _____

Scott Dunnewind, CEO

_____, _____
(Printed Name) (Title)

If you choose to add automated text, email, and voicemail reminders through our integration partner, Teletask, Champ does not charge you anything additional for the functionality. Your agency will purchase the “points” package directly from Teletask at the level that best meets your needs. Please see the Teletask pricing sheet below.

If you choose to add the clearinghouse integration through our partner, Availity, Champ does not charge you anything additional for the functionality. Your agency will purchase the clearinghouse package directly from Availity. Availity Pricing is available here: [Link to Availity Pricing](#)

\$ Per Year	EST. Appt Reminder /Day	Messaging Access	Maximum Messages/Year
\$500	15	Champ Only	5,000
\$600	25	Champ Only	10,000
\$700	25	Champ and Teletask Web Portal	10,000
\$900	40	Champ and Teletask Web Portal	15,000
\$1,100	50	Champ and Teletask Web Portal	20,000
\$1,800	100	Champ and Teletask Web Portal	50,000
\$2,800	250	Champ and Teletask Web Portal	100,000
\$4,000	500	Champ and Teletask Web Portal	200,000
\$6,400	1,000	Champ and Teletask Web Portal	400,000

1 Message = 1 SMS Text Message, 1 Voice Message (under 60 seconds) or 1 Email.

Included - Send SMS Text, Voice or Email messages. The following messaging is supported:

- Appointment Reminders
- General Messages

Teletask Web Portal Access:

- Closed Clinic Messages
- Group/ Community messages
- Interactive "chat" 2-way texting with clients

Optional:

- Add current phone number(s) for Texting Chat: \$200 per phone #/ Year. Clients can text directly to your phone number(s) to chat with staff.
- Add integrated web survey: \$200 per year – create trackable web surveys which can be integrated with SMS Chat and, Appointment Reminders and Group messages.

Proposal Prepared for
City of Wauwatosa
Health Department

Attention:
Laura Stephens, Health Officer/Director

Updated July 16, 2024

Prepared by:

Nicole K Sowers

Executive Team

100 Warren St., Suite 305

Mankato, MN 56001

507-369-2869 Direct Line

507-388-4141 ext 116 Office



July 8, 2024

Champ Software, Inc. supports the City of Wauwatosa Health Department's mission. As a method of supporting services and efforts to help improve the well-being of individuals, families and communities, Champ Software is pleased to offer the following proposal for Nightingale Notes training and site licenses.

--- **GOLD** Package with 14 Named Users ---

One-Time Training and Implementation	\$8,400
Annual Subscription	<u>\$18,573</u>
Total Invoice Amount	\$26,973.00
Year 2 Annual Subscription Prepaid:	<u>\$18,573</u>
Year 3 Annual Subscription Prepaid:	<u>\$18,573</u>
Year 4 Annual Subscription Prepaid:	<u>\$18,573</u>
Year 5 Annual Subscription Prepaid:	<u>\$18,573</u>
Total Contract:	\$101,265

(Implementation/Training & 1st Year Subscription)

Champ Software offers free ongoing training sessions scheduled for our entire client base and each agency has unlimited access to a library of support and training materials at no cost.

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