

# **ITS** *Mississippi Department of Information Technology Services*

## **RFP No: 3619**

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **Thursday, January 24, 2013 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi State Department of Health.

Acquisition of a comprehensive Patient Information Management System for the Mississippi State Department of Health

MANDATORY VENDOR CONFERENCE: Tuesday, December, 11, 2012

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

### **The Vendor must submit proposals and direct inquiries to:**

Donna Hamilton  
Technology Consultant  
Information Technology Services  
3771 Eastwood Drive  
Jackson, MS 39211  
(601) 432-8114  
Donna.Hamilton@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO  
RFP NO. 3619  
due **Thursday, January 24, 2013@ 3:00 p.m.**,  
ATTENTION: Donna Hamilton

**Craig P. Orgeron, Ph.D.**  
**Executive Director, ITS**

## ITS RFP Response Checklist

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RFP Response Checklist: These items should be included in your response to RFP No. 3619.

- \_\_\_\_\_ 1) One clearly marked original response and 10 identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- \_\_\_\_\_ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- \_\_\_\_\_ 3) *Proposal Bond*, if applicable (Section I)
- \_\_\_\_\_ 4) *Proposal Exception Summary*, if applicable (Section V)
- \_\_\_\_\_ 5) Vendor response to *RFP Questionnaire* (Section VI)
- \_\_\_\_\_ 6) Point-by-point response to *Technical Specifications* (Section VII)
- \_\_\_\_\_ 7) Vendor response to *Cost Information Submission* (Section VIII)
- \_\_\_\_\_ 8) *References* (Section IX)

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**SECTION I  
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY**

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (ITS), should contact for questions and/or clarifications.

Name	_____	Phone #	_____
Address	_____	Fax #	_____
	_____	E-mail	_____

Subject to acceptance by ITS, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

\_\_\_\_\_/\_\_\_\_\_  
**Original signature** of Officer in Bind of Company/Date

Name (typed or printed)	_____
Title	_____
Company name	_____
Physical address	_____
State of Incorporation	_____

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**CONFIGURATION SUMMARY**

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

**PROPOSAL BONDS**

Please attach the required Proposal Bond here.

## **SECTION II PROPOSAL SUBMISSION REQUIREMENTS**

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.

The Vendor must conform to the following standards in the preparation of the Vendor's proposal:

- 8.1 The Vendor is required to submit one clearly marked original response and 10 identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.

- 8.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
  - 8.3 Number each page of the proposal.
  - 8.4 Respond to the sections and exhibits in the same order as this RFP.
  - 8.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
  - 8.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
  - 8.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
  - 8.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
  - 8.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
  - 8.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
  - 8.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.

10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
  - 12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
  - 12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
  - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
  - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
  - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
  - 12.6 The Vendor must submit one clearly marked original and 10 copies of the clarification.
  - 12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
13. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and

answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

- 13.1 The State's contact person for the selection process is: Donna Hamilton, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8114, Donna.Hamilton@its.ms.gov.
- 13.2 Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

## **SECTION III VENDOR INFORMATION**

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms “Vendor” and “Contractor” are referenced throughout this RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms “State of Mississippi,” “State” or “ITS” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor’s Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an ITS RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the ITS website, together with the associated RFP specification. Vendors are required to check the ITS website periodically for RFP amendments before the proposal opening date at:

[http://www.its.ms.gov/Procurement/Pages/RFPS\\_Awaiting.aspx](http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx)

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. Should you be unable to access the ITS website, you may contact the ITS technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from ITS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor’s Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this

RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. **Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. **Restriction on Advertising**

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. **Rights Reserved to Use Existing Product Contracts**

The State reserves the right on turnkey projects to secure certain products from other existing ITS contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. **Additional Information to be Included**

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. **Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

## SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

**ITS** will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by ITS;
- 3.2 Contracts which have been signed by the Vendor and ITS;
- 3.3 ITS' Request for Proposal, including all addenda;
- 3.4 Official written correspondence from ITS to the Vendor;
- 3.5 Official written correspondence from the Vendor to ITS when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the ITS RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.

7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.

7.3 The Vendor shall have no limitation on liability for claims related to the following items:

7.3.1 Infringement issues;

7.3.2 Bodily injury;

7.3.3 Death;

7.3.4 Physical damage to tangible personal and/or real property; and/or

7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.

7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.

7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

**8. Approved Contract**

- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
  - 8.1.1 Written notification made to proposers on ITS letterhead, or
  - 8.1.2 Notification posted to the **ITS** website for the project, or
  - 8.1.3 CP-1 authorization executed for the project, or
  - 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 ITS statute specifies whether ITS Director approval or ITS Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the ITS Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the ITS Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

**9. Contract Validity**

All contracts are valid only if signed by the Executive Director of **ITS**.

**10. Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

**11. Availability of Funds**

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

**12. CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by ITS. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

**13. Requirement for Electronic Payment and Invoicing**

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Statewide Automated Accounting System (“SAAS”) will be made electronically, via deposit to the bank account of the Vendor’s choice. The awarded Vendor must enroll and be activated in PayMode™, the State’s current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting [mash@dfa.state.ms.us](mailto:mash@dfa.state.ms.us).

13.2 For state agencies that make payments through SAAS, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State. Should the requirement for electronic invoicing be implemented during the term of the project contract, the State will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through SAAS. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

**14. Time For Negotiations**

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor’s initial receipt of the project contract from ITS, unless ITS consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor’s response to this

RFP. ITS may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

- 14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless ITS consents to a different period.
15. **Prime Contractor**  
The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.
16. **Sole Point of Contact**  
**ITS** will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.
- 16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.
- 16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be

considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. **Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. **Negotiations with Subcontractor**

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. **Outstanding Vendor Obligations**

21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**  
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.
23. **Delivery Intervals**  
The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.
24. **Pricing Guarantee**  
The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.
25. **Shipping Charges**  
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.
26. **Amortization Schedule**  
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**  
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
28. **Ownership of Developed Software**
  - 28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. **Ownership of Custom Tailored Software**

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. Prior to the Vendor receiving the requested policy information, the Vendor must sign and submit the non-disclosure agreement found on the ITS website, <http://www.its.ms.gov>, as follows: hover over "Services" at the top of the screen; select "Information Security", on the right hand side of the page, click on the link "Policy & Plans". The form can be found at the "Enterprise Security Policy" link under the "Third Party" heading. The complete web address is shown below:

<http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>

Vendor must provide contact information (name, email address, phone number) that can be used to coordinate the secure delivery of the requested information.

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at:

<http://dsitspe01.its.ms.gov/its/procman.nsf/f4ad43bd44ad9d8c86256daa0063e1f0/bb780b5a8360c3138625765d004e4aff?OpenDocument> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. **ITS** will provide third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the **ITS** Public Records Procedures.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal and contract information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

The Vendor must include a proposal bond in the amount of \$10,000.00 with its RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected.

The security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the **Mississippi State Department of Health**, to be held by their contracting agent, the Mississippi Department of Information Technology Services, and must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor's proposal, including documented exceptions, within fifteen (15) working days after the Vendor's initial receipt of the project contract from **ITS**, unless an extension is agreed to by **ITS**.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the State has no obligation to accept any proposed exception. Should the State decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, **ITS** will reject the Vendor's proposal and return the Vendor's security.

The Vendor's security will be returned promptly after **ITS** and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and **ITS** shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or **ITS** elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor must include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal. The cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to Mississippi State Department of Health after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

The Vendor must procure and submit to ITS, on behalf of **Mississippi State Department of Health**, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to **Mississippi State Department of Health**, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at:

<http://dsitspe01.its.ms.gov/its/procman.nsf/f4ad43bd44ad9d8c86256daa0063e1f0/f227957c9c49a38a8625767900790c4e?OpenDocument> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3619.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its

compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

## SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with “shall” or “must,” as long as the following are true:
  - 1.1 The specification is not a matter of State law;
  - 1.2 The proposal still meets the intent of the RFP;
  - 1.3 A *Proposal Exception Summary Form* is included with Vendor’s proposal; and
  - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
  - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 2.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
  - 2.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
  - 2.4 None of the above actions is possible, and ITS either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor’s exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.

5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.
  
6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

### PROPOSAL EXCEPTION SUMMARY FORM

**List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.**

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

## SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Statewide Automated Accounting System (SAAS) Information for State of Mississippi Vendor File**

1.1 **SAAS Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained at the following link on the ITS website:

<http://www.its.ms.gov/Procurement/Pages/Vendor.aspx>

1.2 Vendors who have previously done business with the State should furnish ITS with their SAAS Vendor code.

SAAS Vendor Code: \_\_\_\_\_ OR Signed W-9 Form Attached: \_\_\_\_\_

1.3 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at: [http://www.mississippi.org/assets/docs/minority/minority\\_vendor\\_selfcertform.pdf](http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf). Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at [minority@mississippi.org](mailto:minority@mississippi.org).

Minority Vendor Self-Certification Form Included: \_\_\_\_\_  
Minority Vendor Self-Certification Form Previously Submitted: \_\_\_\_\_  
Not claiming Minority or Women Business Enterprise Status: \_\_\_\_\_

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

- 3.1 Does there exist any possible conflict of interest in the sale of items to any institution within ITS jurisdiction or to any governing authority? (A yes or no answer is required.)
- 3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

- 4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)
- 4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. **Non-Disclosure of Social Security Numbers**

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

Remit Address (if different):

7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at:

[http://www.its.ms.gov/Procurement/Pages/RFPS\\_Awaiting.aspx](http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx)

**ITS** may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

## **SECTION VII TECHNICAL SPECIFICATIONS**

### **1. How to Respond to this Section**

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

### **2. Mandatory Provisions in Technical Requirements for this RFP**

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification, at the sole discretion of the State.
- 2.2 Participation in a mandatory Vendor Web Conference on Tuesday, December 11, 2012 at 2:00 p.m. Central Time is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any

proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.

- 2.3 Other mandatory requirements in this RFP are identified by “MANDATORY” preceding the requirement.

### 3. **General Overview and Background**

MSDH and the Mississippi Department of Information Technology Services (ITS) are issuing this Request for Proposal (RFP) to secure a qualified Vendor, through competitive procedures, to provide an integrated software solution and implementation services for a comprehensive, statewide, Patient Information Management System (PIMS) that includes a practice management system and electronic health record (EHR) and will operate within the confines of the existing State IT infrastructure. The Mississippi State Department of Health’s (MSDH) primary charge is to provide statewide services directed at the prevention of diseases and the protection and promotion of the health status of all Mississippians. The agency supports clinics throughout the state in nine (9) public health districts and in all eighty-two (82) counties. MSDH currently has numerous computer systems to assist in carrying out its major programs. However, these systems are not integrated and the data for these programs is maintained in stand-alone databases so there is not a single source for obtaining information on a patient. In addition, many of the systems are past their useful lifecycle.

The purpose of the PIMS Upgrade is to create a comprehensive practice management system as well as an electronic, lifetime patient record that users can access, analyze and add to right at the point of care. The goals for the PIMS Upgrade are as follows:

- Establish an interoperable system that ensures patient privacy and meets state and federal requirements and guidelines for a functional, robust, and scalable patient information management system
- To quickly and consistently identify a patient across all healthcare encounters and to minimize patient record duplication
- Create a data dictionary to enable users to exchange, compare, query and report on data currently contained in various independent systems
- Establish an integrated data repository/warehouse (Electronic Health Record) to support the capture, management, storage and reporting of patient data from multiple programs under the unique patient identifier
- Ensure access to data is controlled at the system, application, database and transaction levels and audit data are recorded for every transaction

- Provide Web-based access for users to view, access and edit the patient's record and Web applications for internal and external users to search for and query patient records
- Enhance workflow, improve efficiency, and reduce opportunities for error by eliminating multiple data-entry points
- Incorporate rule-based knowledge processes to continually monitor new patient data and compare it instantly against a patient's long-term history and automatically provide administrative and/or clinical alerts for questionable or critical situations

This RFP encompasses all tasks associated with the design, development, project management, planning, prototyping, building, installation, testing and implementation of the PIMS Upgrade as specified in the technical and functional requirements as outlined in Section VII of this document. The Vendor must specify the bandwidth and any other necessary information required to run the application, meeting the response times and performance measures established in this RFP from county offices located throughout the State. Vendors selected as finalists during the evaluation will work with the State **ITS** resources to design a robust network that will be fully capable of supporting the performance, availability and reliability standards required for this application. The State will be responsible for securing all hardware and resources required to implement the network based upon vendor recommendations.

Vendors must include the following major functions, at a minimum, to be implemented, and the Vendor's proposal must address how the Vendor would provide these products/services.

- Replacement of the existing Patient Information Management System and the program specific functions currently provided;
- Implementation of the Core Function modules that are necessary to form the logical foundation for PIMS and provide complete functionality for these initial modules as well as the program-specific modules;
- Creation of all interfaces described in Section 17; and,
- Implementation of an Electronic Health Record for all patients.

Proposals will be evaluated based on the overall closeness of fit with the State's operations (including processes, legal requirements and technical architecture); those requiring the least amount of customization will be at a decided advantage. Proposals must be submitted by qualified Vendors for a fully integrated system including all software, system modifications, documentation, implementation, testing, data conversion, training, and maintenance/warranty as required by the specifications in this RFP.

#### 4. **Background of Current Programs/Systems**

MSDH has 10 major program areas which the upgraded, new system must address: (1) Patient Information Management (PIMS), (2) Patient Billing, (3) Child Health Program, (4) Newborn Screening Program, (5) Birth Defects Registry, (6) Early Hearing Detection and Intervention (7) Children's Medical Program, (8) Early Intervention Program, (9) Breast and Cervical Cancer Early Detection Program, (10) Comprehensive Reproductive Health Program, (11) Maternity Program, (12) Perinatal High Risk Management/Infant Services System, (13) Oral Health Program, and (14) Health Protection Program.

The PIMS Upgrade must at a minimum provide the functionality and data currently available to MSDH in their existing programs/systems. In addition, the PIMS Upgrade will exceed the current capabilities of these systems by providing the enhanced functionality requested in this RFP.

The following is a basic description of each function as it is currently performed.

##### 4.1 Current PIMS

###### 4.1.1 Program Description

Mississippi's current Patient Information Management System (PIMS) is a clinic-based information system designed to provide automated support for clinic-based activities throughout the state. The goal is to provide timely access to accurate patient information as a by-product of providing patient service in the clinic. The PIMS system provides the districts and clinics with the information needed to manage patient information and resources while providing program management information to the central office program areas.

Through PIMS, programmatic data are collected and reported for all programs for which patients receive service in the clinics. An estimated 1200 users and 800 providers of care use PIMS in approximately 140 sites throughout the state. These providers are from many disciplines including physicians, nurse practitioners, nurses, nutritionists, and social workers, although clerical staff have, as a group, the most interaction with PIMS. Services are provided to over 350,000 unduplicated patients with over 1.2 million visits each year through these clinic sites.

###### 4.1.2 Process Narrative

The current PIMS supports appointment scheduling, patient registration, entry of common demographic information, encounter tracking, billing (third party and patient), online Medicaid eligibility status access, and patient tracking and referrals for clinics across the state. PIMS also provides general program reporting as well as customized reporting

capabilities. PIMS provides a demographic feed to Mississippi Public Health Laboratory's (MPHL) ApolloLIMS software to assist with data entry of laboratory test requisitions.

PIMS is used by the majority of MSDH's program staff and at all public health clinics for the functions listed above. Clinic appointments are made for patients using the appointment scheduling function. PIMS tracks appointments scheduled, generates appointment reminder letters and autodialer files, and tracks no-shows. Many (in some cases over half) of the patients seen in the clinics are walk-in patients. All encounters/visits are recorded in the PIMS system at the time of the patient visit. Medicaid eligibility of each patient being seen in the clinic is checked using HDX (Health Data Exchange) or Envision (Medicaid's on-line eligibility inquiry) and the eligibility status is recorded in PIMS. Medicaid eligibility determines the billing process, which is also completed by PIMS.

Many of the MSDH Programs have their own patient tracking/management systems that capture program specific and patient demographic data, which has led to duplicate and/or inconsistent data between programs/systems.

#### 4.1.3 Technical Description of the Existing System

The current PIMS application operates in a primarily mainframe environment with a Windows server component for the DSAR portion. The mainframe portion runs under a z/OS operating system on an IBM z/114. The on-line component is Cobol running in CICS with VSAM files. The batch portion is Cobol with both the VSAM files and a DB2 interface via TCP/IP to a DB2 UDB v9.5 database running on a Windows server in the State's production VMWare environment. There is a Crystal Reports reporting component that runs against DSAR ( the Windows DB2 server ) and is hosted on a Windows server at MSDH.

PIMS is based on Siemens SIGNATURE proprietary mainframe system customized for the State of Mississippi. In general, the system is an integrated, online system that provides program data and resource utilization data and assists field staff in performing their routine functions. Security for the system is provided in PIMS through multiple levels of access according to agency policy. User access to PIMS is provided via a user ID and a five-digit password.

The PIMS application software and end-user processing is supported by five systems analysts and two application help desk staff. The hardware and network support is provided by the agency's technology infrastructure staff. PIMS interfaces with the MPHL Laboratory Information

Management System (LIMS), Immunization registry (MIIX), and Sanitation.

## 4.2 Current Patient Billing

PIMS functionality includes the billing of patient services completed or originated at the clinics. This area of PIMS falls under the jurisdiction of the Finance and Accounts Department.

### 4.2.1 Process Narrative

At the clinic level, the MSDH staff enters service and medical or supply charges into PIMS. The charge entries include data regarding the patient, performing provider, referring provider, procedure codes, sources of payment expected, diagnosis codes, and date of service. Some services, such as case management, have one charge entered per month. Billing is generated nightly and posted to accounts receivables.

Charges may be billed directly to the patient or to a third party source. Information regarding the services provided and the associated fees due is entered at the clinic. Payments are collected and posted at the clinics for fee paying patients, and receipts are provided to patients as records of payments made.

A sliding fee scale based on federal poverty guidelines is used to determine and assess charges to patients who are paying cash in all MSDH clinics. This sliding fee scale is based on family/household income updated annually. Children's Medical Program (CMP) maintains its own sliding fee scale for services provided to CMP patients.

Presently, home health, pharmacy and dental third party billing is performed by the respective program. All other MSDH third party billing is done during the nightly processing update, and invoices to third party sources are generated. Intermediaries for Medicaid, Medicare Part B and Children's Health Insurance Program (CHIP) are billed electronically. The routine procedure is for the MSDH central office to transmit claims weekly or twice weekly to the respective intermediaries or clearinghouses.

Third party payments, with the exception of Children's Medical Program (CMP) claims, are processed and posted in the Third Party Billing office located at the MSDH central office. Denial management of those remittances is also done by Third Party Billing. Payment posting and

denial processing of CMP claims are generally done by the CMP administrative office.

#### 4.3 Current Child Health Program

The MSDH Office of Child and Adolescent Health provides a variety of services to children and their families and is responsible for reporting on the overall status and statistics regarding children's health to appropriate agencies. To accomplish these tasks, MSDH has six applications that serve the various working groups within the Office of Child and Adolescent Health. Each of these systems maintains datasets that are customized to meet specific needs. However, children are frequently enrolled in a variety of different programs and, therefore, may be found in several databases.

The Programs administered by the Office of Child and Adolescent Health include:

- Lead Screening
- Newborn Screening
- Birth Defects Registry
- Early Hearing Detection and Intervention
- Children's Medical Program (CMP)
- Early Intervention

Early and Periodic Screening Diagnosis and Treatment (EPSDT) health screenings are an important part of the child health services and include a battery of services. The services are recorded in PIMS, paid for by Medicaid and completed by MSDH field offices periodically on eligible children under the age of 21. While EPSDT is not a program per se, it should be noted that the EPSDT screening data are used as an integral part in Child Health programs. EPSDT tests include assessing a child's blood lead level, hearing, dental condition, and overall development. EPSDT data are used by the Lead Screening Program, Newborn Screening Program, Birth Defects Registry, Early Hearing Detection and Early Intervention Program.

#### 4.4 Current Newborn Screening Program

##### 4.4.1 Program Description

The Newborn Screening Program is a state mandate. All Mississippi newborns are screened for possible genetic disorders. The Newborn Screening Program tracks these screenings, identifies cases, and the field

office staff works with the physicians and families to ensure clients and families have access to a system of care.

#### 4.4.2 Process Narrative

All newborns are screened for genetic disorders before being released from the birth hospital. The initial blood spot specimen is collected at the hospital and sent to the screening lab. The lab runs the tests and reports the test results to the Newborn Screening Program. Data are transmitted electronically from the screening lab to Genetic Services. The program generates follow-up alerts to the local field staff for needed repeat screens. The screening lab notifies the state program office when immediate short-term follow-up is indicated. The physician and the family are contacted and the baby is referred for further medical evaluation, diagnostic tests, and treatment. These cases in the Newborn Screening Program are closed when the infant is under the care of a physician and a diagnosis has been made.

Invoicing for newborn screening is a function of the Newborn Screening Program. On a monthly basis the Program invoices the hospitals for lab work based on the number of infants screened by the hospital. The Newborn Screening Program in turn pays the screening lab based on the total number of babies screened in the state each month.

Various reports are generated monthly, including a report that lists the number of infants born in each county and the newborn screening results for each. These reports are provided to the MSDH field offices. Another report that lists the infants who had inadequate specimens collected is provided to each hospital. Other reports indicate those infants with open cases that need to be evaluated and closed by the Program.

#### 4.4.3 Technical Description of Existing System

A technical description for the Newborn Screening application has not been provided since this functionality is satisfied with an existing system.

### 4.5 Current Birth Defects Registry

#### 4.5.1 Program Description

The Birth Defects Registry is a registry of children with reported birth defects. Data for this system are obtained from hospital discharge summaries electronically. MSDH OHI staff downloads the data, which is sent to Genetic Services on a daily basis for reporting by ICD-9/10 code categories.

#### 4.5.2 Process Narrative

Children from birth to age 20 determined to have a birth defect are reported to the Birth Defects Registry. Reports come from physicians or clinics, and the Genetic Services program staff enters this information into the Registry.

Reporting functions of the Birth Defects Registry include but is not limited to annual CDC report, surveillance reports and ad hoc reports.

#### 4.5.3 Technical Description of Existing System

A technical description for the Birth Defects Registry System has not been provided since this functionality is satisfied with an existing system.

### 4.6 Current Early Hearing Detection and Intervention

#### 4.6.1 Program Description

The Early Hearing Detection and Intervention (EDHI) Program identifies infants/toddlers with hearing loss at an early age. Once identified, cases are managed through referrals to appropriate services by field office staff.

The Early Hearing Detection and Intervention System was developed for the capture and dissemination of data for children with possible hearing loss. The system captures demographic information and other specific information needed to report activities as required by grant obligations, such as types and severity of hearing losses in the state.

#### 4.6.2 Process Narrative

Every infant born in a hospital is required to receive a hearing screening. The EDHI Program maintains a database of all infants born in Mississippi who did not pass the hearing screening given to them prior to leaving the hospital. These children are reported for tracking purposes on a form that is faxed or mailed from the hospital to the central office where the data are then entered into the EDHI's database by state-level program staff. This database currently has no interface with PIMS.

Each infant in the database is referred by either the hospital or the Early Hearing Detection and Intervention Program for an audiological evaluation, and if hearing loss is confirmed, the child is referred to the EIP and/or the CMP. The Early Hearing Detection and Intervention Program also maintains a database of the number of screenings completed by the delivery hospitals which performs some quality assurance checks (e.g., more screenings completed than reasonable, high percent of failed test, etc).

#### 4.6.3 Technical Description of Existing System

A technical description for the current Early Hearing Program System has not been provided since this functionality is satisfied with an existing system.

#### 4.7 Current Children's Medical Program (CMP)

##### 4.7.1 Program Description

The Children's Medical Program (CMP) assists with access to specialty medical care and coordinated services for children and young adults, up to age 21, with special health care needs. Services are provided through CMP's centrally located Blake Clinic, local public health departments, satellite specialty clinics, and community agencies. The central office of CMP also authorizes private physicians and other medical providers to perform services and provides reimbursement for those services as a payor of last resort.

##### 4.7.2 Process Narrative

The Blake Clinic for Children at the Jackson Medical Mall acts as the principal multi-specialty facility for CMP. It has a caseload of approximately 3,000 children. There are currently 27 CMP staff members located within the Jackson Medical Mall. There are also nine (9), three-member multi-disciplinary teams that are housed in either one of the district offices or a county clinic. These teams are composed of one social worker, one nurse and one clerk that work for both CMP and Genetics and provide services in 10 CMP satellite clinic sites, each with its own specialty. They also provide care coordination for patients and their families. The CMP satellite clinics serve as a provider base for the outlying facilities and coordinate their efforts with the county health departments within each of the nine (9) districts. The combined caseload for the satellite clinics is approximately 3,000 patients.

##### 4.7.3 Technical Description of Existing System

All data systems listed in this section have the following attributes;

- Written in Microsoft Access.
- Systems were developed and are maintained in-house within the realm of CMP.

- Housed on a data server located in the central office, Jackson.
- Statewide access, multiuser applications.
- Microsoft Remote Desktop Connection (terminal services) is used to access the applications.
- Applications are real-time and historical in nature.
- Uses API calls to pull the network logged user name to identify who the user is and assign rights and privileges accordingly, per application. This allows for a single sign-on for users.
- Allows patient lookup by name or record id (for HIPAA compliance).
- Will not interface in any way with the current implementation of the MSDH PIMS application.

#### 4.7.3.1 The CMP Applications System:

The system was designed and built in early 2001 and data collection started July of 2001. The system currently contains 11,600 (+) patient records. This system contains 125 (+) tables supporting direct patient data as well as other functions designed into this application. Some of the features of this application are:

- Collection and tracking of all patient related data captured on the CMP Application form.
- Communication log for tracking all communication with (or on behalf of) the patient.
- Chart tracking to ensure the whereabouts of a patients record is known at all times.
- Vendor/physician bill tracking from the time of arrival to CMP through final payment by CMP/MSDH to the vendor/physician.
- Clinic/doctor appointment notification tracking.
- Sixteen (16) specifically phrased form letters (for various scenarios) built for either the patient or the parent/guardian.
- Capturing of transitional elements when a patient nears the age of 21.
- Therapist functions including (but not limited to) time billing for patients seen and notes to document patient visit outcomes.
- Renewal notices for mailing to patients/parents in the 11th, 12th, and 13th months of eligibility, unless the application is renewed and approved prior to the individual mailings. If the application has not been received and approved by the

14th month, the system will automatically mark the patient's record as In-Active.

- Used for various reporting and statistical analysis functions for State and Federal level requests.
- Used by district personnel and MSDH Pharmacy personnel to determine if a CMP patient has an active application status.

#### 4.7.3.2 The Clinic Scheduling System:

The system was designed and built in 2005. The system currently contains 10,000 (+) patient records and 2,500 (+) clinic records. This system contains 10 (+) tables supporting direct patient data as well as direct clinic data and other functions designed into this application. Some of the features of this application are:

- Allows clinics to be scheduled in advance (with or without assigning patients).
- Allows clinics to be cancelled and/or rescheduled as needed. If a clinic is rescheduled, all assigned patients are automatically rescheduled.
- Allows for directions to the clinics to be entered.
- Allows pre-clinic and post-clinic patient notes.
- Allows address labels to be printed if a clinic patient mailing is required.
- Calculates and tracks the number of patients scheduled for a clinic, as well as the no-show, cancellation, and show numbers and rates.
- Tracks the number of patients seen by a doctor, social worker, and various other staff positions.
- Allows MSDH CMP district or central office staff to search statewide for next available clinics of a certain type, have a patient scheduled for that clinic, and print directions to the clinic for the patient.
- Reports for various schedules and rates, with the ability for global or specific to a single clinic data.

#### 4.7.3.3 The Child Health Long Term Care Coordination System:

The system was designed and built in 2009 and started data collection in September of 2009. The system currently contains 5,600 (+) patient records. This system contains 30 (+) tables

supporting direct patient data and other functions designed into this application. Some of the features of this application are:

- Captures demographic data related to child health needs.
- Captures DME items used by the patient.
- Captures diagnosis data.
- Allows for a documented plan of action for disasters.
- Maintains history on a per contact basis of;
  - Patient provider data, including specialty providers.
  - Various services used and coverage data.
  - School and transitional data.
  - Community referrals and social risks factors for the patient.
  - Social work required data.
  - Patient contact data and outcome results.
- Various reporting including (but not limited to);
  - Contact worksheets filled with the latest patient data.
  - Progress notes (nurse's notes) to be filed in the patient's medical record.
  - Tickler reports for staff activity planning.
  - Numerous managerial and statistical reports.

#### 4.8 Current Early Intervention Program

##### 4.8.1 Program Description

The Early Intervention Program (EIP) provides evaluation/assessments, service coordination/case management, Individual Family Service Plan (IFSP) development, and referrals for children from birth to age 3 who have, or are at risk of having, a disability or developmental delay. Approximately 70% - 75% of the program participants are Medicaid eligible. The program is authorized by the Individuals with Disabilities Education Act, Part C, and has federal reporting requirements under the Office of Special Education.

##### 4.8.2 Process Narrative

The Early Intervention Program receives referrals for program services from a variety of sources through referral forms (Child Data/Referral, Form 262) or telephone calls. A referral initiates input of a record into the First Steps Information System (FSIS), maintained at the central office of Early Intervention.

Service Coordinators (at the county level) receive the referral and make home visits to enroll the child in Early Intervention services, if the family

agrees to the Program. Initially, the evaluation team conducts a comprehensive, multidisciplinary evaluation and/or assessment to determine a child's eligibility and/or need for services. A medical diagnosis or a developmental delay qualifies a child for Early Intervention (EI) services.

EIP bills Medicaid's Targeted Case Management (TCM) quarterly for case management. An encounter form is completed for PIMS, and payors (e.g., Medicaid, etc.) are billed for the services provided. The Program itself is the payor of last resort if no other payor exists. The FSIS tracks billing with Medicaid for Early Intervention case management.

After evaluations/assessments to confirm the needs of the child, the Service Coordinator develops an Individual Family Service Plan (IFSP) including services to be provided to the individual and the family (e.g., Occupational Therapy (OT), Physical Therapy (PT), Speech Therapy (ST), Special Instructor (SI), Hearing Resource Consultant (HRC), Family Training (FT), family follow-up and case management). Service coordinators are responsible for coordinating and linking children and their families to needed services. The Service Coordinator must make a minimum of one monthly contact with either the child, parent, and/or service provider in that quarter. One of the quarterly visits must be a face-to-face visit with the child and parent in order for EIP to bill Medicaid's TCM for that quarter.

Service Coordinators, with assistance from Health Department staff, access PIMS to view information such as the child's address or to determine any additional programs for which they may be eligible.

Starting at 27 months of age, the transition process for each child begins to ensure the child will be able to transition into other needed services when he/she turns 3 years of age. For children that are potentially eligible for Part B services, an electronic notice is submitted to MS Department of Education (MDE) and a child find letter is sent to the Local Education Agency (LEA) in which the child resides. This is to notify both of the child's possible eligibility for Part B services. By 33 months of age, a transition meeting with current providers and the LEA occurs with the agreement of all parties. When the child turns three years old, the services from the Early Intervention Program cease, and the child is served by LEA or other needed agencies/providers. The exception to this occurs when a child who is eligible for Part B services turns three years old over the summer months. During this time, it is the joint responsibility of EIP and LEA to coordinate and continue to provide services for that child until the LEA can serve the child at the start of the next school year.

The reporting requirements include an annual performance report, quality assurance reports, and productivity reports. The program follows the guidelines of HIPAA and Family Education Requirement Protection Act (FERPA).

#### 4.8.3 Technical Description of Existing System

The Early Intervention Program's First Steps Information System (FSEIS) was developed for the capture and dissemination of data on a statewide basis. It is a MS Access database. The system captures demographic information and other Early Intervention program-specific information needed to report activities as required by grant obligations. Field staff throughout the state complete necessary computer data entry. The system currently contains approximately 36,300 records.

### 4.9 Current Breast and Cervical Cancer Early Detection Program

#### 4.9.1 Program Description

The Breast and Cervical Cancer Early Detection Program (BCCP) is a federally funded program through the CDC with MSDH matching funds. It serves low-income women up to 250% of the federal poverty level. The program provides breast and cervical cancer screening and diagnosis for those women at highest risk such as the poor, minorities, and the medically underserved. Screening for breast and cervical cancer is done by hospitals, private providers, and community health centers under contract with MSDH, as well as MSDH's clinics. The Breast and Cervical Cancer Treatment Act allows women who have been screened by a contracted provider and diagnosed with a breast and/or cervical malignancy or precancerous lesions of the cervix to be referred to Medicaid. The Program is a payer (for screening and diagnostic activities) of last resort and is typically reserved for women who are uninsured or underinsured.

#### 4.9.2 Process Narrative

State and field office staffs are involved in the provision of BCCP services. State staff are responsible for entering data, tracking and following BCCP patients in the Cancer Screening and Tracking (CaST) System and for authorizing payments to private physicians, labs, hospitals or mammography facilities, and independent surgeons. The State also is responsible for reporting to CDC. The field level staff has the responsibility for providing screening services, tracking patients,

diagnostic activities, and follow-up with clients to ensure they receive the services they need.

Eligibility for the Program is determined by the providers (i.e., contracted health departments, community health centers and private physicians) in compliance with the BCCP Policy Manual. Eligibility is based on income and household size (250% poverty level), age, permanent method of birth control (e.g., tubal ligation, hysterectomy for women between the ages of 18 to 44), and health insurance coverage. The provider conducts breast and cervical cancer screening tests (Pap test, pelvic exam and clinical breast exam). If a patient is over fifty years of age, they will be referred for a screening mammogram.

Abnormal screening results are determined by the provider for clinical breast exams and hospitals and radiology facilities for mammograms and by contract labs or the University Medical Center (UMC) for Pap tests. UMC provides these lab services for all MSDH clinic procedures.

The abnormal clinical breast exam is documented on the Screening Intake form which is the BCCP follow-up referral form. Information is recorded on the Client Record form and filed in the patient record at the local provider. Pap tests are forwarded to contract labs and UMC for interpretation.

The screening intake information is mailed, faxed, or hand delivered to the BCCP via the Screening Intake Form. The screening intake data is entered by BCCP staff into the CaST system for patient tracking and follow-up.

#### 4.9.2.1 Abnormal Clinical Breast Exams:

In the event of an abnormal clinical breast exam and/or screening mammogram the patient will be authorized by the provider to receive a diagnostic mammogram or, for young women, an ultra-sound. This is authorized on the Mammography Voucher form. The patient takes the voucher to a hospital or mammogram facility to receive services. The hospital or mammogram facility performs the service and completes the voucher, documenting date of service, service provided, the assessment and recommendations which is returned to the provider and BCCP along with a copy of the final report.

Abnormal screening mammogram is determined by labs, hospital, or mammography facility. BCCP staff enters information from the voucher and the final mammography report into the CaST System. The provider prepares and

submits the invoice to BCCP. BCCP processes the voucher for payment. This requires the enrollment form, results of procedures and invoice for procedures. All screening providers and BCCP case managers track and monitor patients' diagnostic activities. If the mammogram screening is highly suggestive of a malignancy, the patient may get a surgical consult with an independent surgeon, a fine needle aspiration or a biopsy. This is authorized by all screening providers with the Breast Follow-Up Referral form, a copy of which is sent to the BCCP. BCCP staff enters information from the Breast Follow-Up Referral form into the CaST System.

The surgeon completes the Breast Follow-Up Referral form, documenting the services provided, date, diagnosis, stage at diagnosis, tumor size, status of patient's work-up, treatment status, treatment, other dates, and facility treatment initiated including recommendations, or submits office notes with recommendations. The surgeon submits the Breast Follow-Up Referral form to MSDH for payment. BCCP staff enters information from the Breast Follow-Up Referral form and/or office notes into the CaST System. The BCCP authorizes payment to the hospital or surgeon and forwards authorization to the MSDH Finance and Administration Department.

If the diagnosis is benign, the patient should be re-screened at the appropriate interval per provider recommendation. If diagnosis is malignant, information is forwarded to Medicaid to enroll the patient. Patients usually remain on Medicaid for 2 years. After treatment is completed, the patient can return to the BCCP provider. All screening providers have the responsibility to track and follow-up with patients. There is a BCCP manual which outlines the steps to take to monitor patients. The BCCP case manager also tracks and follows up on women with abnormal findings.

#### 4.9.2.2 Abnormal Pap Tests:

In the event of an abnormal Pap test, the patient will be authorized by the provider to receive appropriate diagnostic procedures. This is authorized on the Pap Test Follow-Up form, which is issued by the provider. This serves to advise the gynecologist that BCCP may be billed for the service. The patient takes the form to the gynecologist to receive services. The gynecologist provides the service and completes and returns the form or office notes. Information includes diagnostic work-up/procedures performed, date, diagnosis, stage

of diagnosis, status of final diagnosis, status of treatment, date of final diagnosis, recommendations, billing and services provided. This is returned to the provider and BCCP along with a copy of the final report. BCCP staff enters information from the Pap Test Follow-Up form into the CaST System. The provider tracks and monitors patients' diagnostic activities.

Human papilloma virus (HPV) testing is done on atypical squamous cells of undetermined significance (ASCUS) or if indicated by the pap test. If the HPV screening is positive, further diagnostics should be conducted, via provider recommendation. Procedures can be conducted by gynecology consultants or screening providers. If diagnostic procedures indicate a precancerous lesion, a referral is made to Medicaid for treatment. BCCP staff enters information from the Pap test Follow-Up into the CaST System. BCCP authorizes payment to the surgeon or hospital and processes it through MSDH's Finance and Accounting department and the Mississippi Department of Finance and Administration (DFA). If the diagnosis is benign, the patient should be re-screened at the appropriate interval recommended by the provider. If the diagnosis is a malignancy or a precancerous lesion of the cervix, information is forwarded to Medicaid to enroll patients. Patients usually remain on Medicaid for 6 months. After treatment is completed the patient can return to the BCCP provider. Providers submit invoices to the central office for payment.

#### 4.9.3 Technical Description of Existing System

The BCCP system currently uses CaST, which was provided by the CDC through contract with Information Management Service, Inc. (IMS) for programs in the National Breast and Cervical Cancer Early Detection Program (NBCCEDP). CaST allows the user to track women and collect information on screening, diagnostic and treatment procedures done for breast and cervical cancer. Data entry in CaST is comprised of baseline data (patient demographic, provider information and contact information), along with cycle and procedure information for both breast and screening and follow-up. Each patient in the baseline table has corresponding records in the cycle table, and each cycle has corresponding records in procedures tables. Cycle information includes location (providers), screening information, referral information, and final diagnosis and treatment results. Most cycles begin with a screening procedure, a clinical breast exam, a Pap test, or a pelvic exam and a mammogram, if indicated. If further diagnostic tests are necessary, additional procedures will be entered for that cycle.

To assist in the tracking of women, CaST has the ability to generate reports, queries, and client/patient reminders that allow the user to generate a list and corresponding mailing labels for all women due in for next annual service or follow-up. It also provides a means to report the Minimum Data Elements (MDE's) to the CDC.

The BCCP has a separate billing system that is compatible with CaST, which is used to reimburse providers. The billing system was built in-house using Access/Visual Basic and Crystal Reports. Through this system, information in CaST can be read.

#### 4.10 Current Comprehensive Reproductive Health Program

##### 4.10.1 Program Description

The Comprehensive Reproductive Health Program is a federally funded program through the Office of Population Affairs Title X with MSDH matching funds. It serves low-income women, men and teens at or below 150% of the federal poverty level. The Program promotes and provides comprehensive family planning services, including clinic-based services and community education and outreach, to promote health and reproductive responsibility. These family planning services aid individuals and families in making choices regarding the spacing and number of their children. Comprehensive Reproductive Health services are provided to patients at MSDH Health Department Clinics and Delegates Agencies (community health centers, private physicians, colleges and job corps centers).

##### 4.10.2 Process Narrative

Comprehensive Reproductive Health services in MSDH Health Department Clinics are provided by clinicians, nurse practitioners, and nurses. Comprehensive Reproductive Health services include clinical breast exams, pelvic exams, Pap tests, contraceptive services, STD screening, and Human Immunodeficiency Virus (HIV) counseling. Screening tests that require lab work include RPR, GC, Chlamydia, rubella, sickle cell, HGB, urinalysis, and pregnancy testing (blood or urine). Other services that may be offered at the same time include immunizations (tetanus, MMR, hepatitis, hepatitis B) and EPSDT screening (hearing, vision and physical) for women under 21 years of age.

Eligibility is based on income and household size (150% poverty), age (13-44), medical history (e.g., tubal ligation, hysterectomy) and insurance or Medicaid coverage. Comprehensive Reproductive Health Services for patients covered by Medicaid are billed to Medicaid through PIMS. This is determined when the patient presents at the clinic. If the patient is not

on Medicaid, the staff assists with completing the Family Planning Medicaid Waiver, which allows for woman between the ages between of 13 and 44 who are at or below 185% of poverty to be eligible for Family Planning Medicaid. Routine services are provided and billed as described under PIMS Billing.

4.10.2.1 Patient Referral and Follow-Up:

If there is an abnormal test result, the patient is referred for services or receives services from the MSDH clinics. Some clinics have in-house staff that will perform follow up colposcopies. Some Biopsies, Cryos and other colposcopies may require additional services of UMC or private physicians.

4.10.2.2 Authorization for Services:

For contraception services (e.g., vasectomy, tubal ligation and IUDs), patients that are not on Medicaid are referred out to private providers. A “Request for Funds” packet (income eligibility, lab work, consent for services and the HDX printout) must be completed and submitted to the Comprehensive Reproductive Health Central Office for approval. Funds are made available to all men and women who do not have a pay source. At the county level, the packet must be completed and submitted to the district office for review. The district office reviews the packet and completes a transmittal form (which specifies exactly what is being requested for the patient, including payment and provider) that accompanies it to the central office. The private providers must be under contract to accept the State’s fee for services. Once the Request for Funds has been approved by the Comprehensive Reproductive Health Central Office, the Authorization for Services (valid for up to 180 days) is forward back to the district office. The MSDH clinic provides case management for each patient by monitoring whether or not the patient goes for services. If a patient does not show up for an appointment, the district staff will follow up with the patient. If it is determined that the patient no longer wants the procedure(s), the district staff informs the Comprehensive Reproductive Health Central Office of the patient’s decision to cancel the request for funds. If the patient does receive services, a bill is generated by the private provider (i.e., an “Authorization for Service”) and sent to the district office. The bill is logged into the district’s tracking system before being submitting to the Comprehensive Reproductive Health Central Office. It is processed and forwarded to the

MSDH Finance and Administration Department and then to DFA, which then pays the provider.

The private provider information is entered into the Comprehensive Reproductive Health Central Office data system based on the contract. Information from the “Request for Fund” form is entered into the system (i.e., patient demographic information, type of procedure requested, provider, and previous visit information.) When the central office receives the bill, they enter the amount to be paid for the actual procedure, the office visit, the accompanying lab work, etc. This system tracks all payments that will be made for Comprehensive Reproductive Health services that were authorized to be conducted by private providers.

Once a request for funding has been processed, district office track the patient to ensure the procedure was completed as desired.

#### 4.10.2.3 Reports

PIMS provides multiple reports for Comprehensive Reproductive Health which are used in Program management and grant reporting.

#### 4.10.2.4 Lab

The lab specimen is shipped to the lab with a request. PIMS prints multiple patient labels that are affixed to each specimen (e.g., blood cultures, urine, Gen Rube). The lab slips are specific to each test, of which there are approximately ten for the Comprehensive Reproductive Health Program. They are packaged by test in individualized plastic bags, which are picked up by overnight courier. The state lab receives the specimens and runs the tests. The MSDH clinics receive the results by accessing the MPHL Apollo Web Portal and printing their reports. There are also inquiry and pending options available. The clinic uses a manual tickler to ensure they have received the results for the tests. Results are placed in the patient’s file.

#### 4.10.2.5 Pharmacy

The clinic’s nurse practitioner writes the prescription(s) which are bundled daily, weekly or monthly (depending upon the size of the clinic) and sent via overnight courier to the state pharmacy. The Pharmacy sends out the birth control supplies twice a month; other medications are filled as ordered. The clinic maintains a manual tickler of outstanding pharmacy

orders. Refill prescription slips are kept in a tickler file, not the patient's record.

#### 4.10.3 Technical Description of Existing System

Patient tracking and billing are completed using the current PIMS. An Excel database is used to capture and track Comprehensive Reproductive Health services and payments made to authorized providers.

### 4.11 Current Maternity Program

#### 4.11.1 Program Description

The MSDH provides maternity services statewide through the county health departments, targeting pregnant women whose incomes are at or below 185% of the federal poverty level as defined by the Federal Office of Management and Budget. Services and resources provided are aimed at reducing low birth weight and infant mortality and morbidity. These services consist of comprehensive, risk-appropriate prenatal care through county health departments. The Hollister Maternity record is used, with risk status updated at each visit and referrals made appropriately.

The public health team, at the county health department level, evaluates maternity patients at each visit, using protocols that reflect national maternity standards of care. The team places special emphasis on identifying high risk problems and ensuring appropriate care to reduce or prevent problems. This includes assisting with arrangements for delivery by an obstetrician at a hospital that provides the necessary specialized care for the mother and the baby. The Maternity Program is funded federally; however, it does not pay for delivery services. Most maternity patients are on Medicaid. Maternity services are provided at some but not all county health departments. This decision is made by the district staff based on available resources. A board certified obstetrician provides consultation statewide for the Office of Women's Health.

#### 4.11.2 Process Narrative

Basic maternity services are either provided through the local county health departments or referred to private physicians. There are no age requirements for these services. Services may include the evaluation of the patient's history (medical, surgical, obstetric, gynecologic, family), pregnancy tests, urine tests for glucose and albumin, hemoglobin/CBCs, Pap smears, Gen-Probes, RPR, Rh factor tests, Rubella screenings, Sickle Cell (if appropriate) screenings, Hepatitis B screenings, Maternal Antibody screens, Glucose screens with risk, HIV, Maternal Serum AFP/HCG, Varicella titers, blood pressure screenings, weights and

heights, TB screenings, nutritional counseling, physical examinations including pelvic evaluations and prenatal education. Some of these procedures and tests will be performed as follow-up to abnormal findings.

Any services that need to be referred out must be sent to the district which then sends information to the central office for payment authorization. Request for a funds form, transmittal form, financial status, lab work, and HDX print out (i.e., the Medicaid eligible determinant) must accompany the authorization request.

#### 4.11.3 Reporting Requirements

The PIMS system provides ad hoc reporting and supports reporting requirements for the Maternal Child Health Block Grant performance measures.

#### 4.11.4 Technical Description of Existing System

Patient tracking and billing are completed using PIMS. The Sterilization System (a FoxPro system) is used to capture and track Maternity services and payments made to authorized providers.

### 4.12 Perinatal High Risk Management, Infant Services System (PHRM/ISS)

#### 4.12.1 Program Description

PHRM is a Medicaid eligible case management program that serves high-risk pregnant women and infants up to age one who are at risk for morbidity and mortality. PHRM patients are determined to be high risk by either a physician or a nurse (internal or external to MSDH) and are referred to the Program using one of two Medicaid Risk Assessment forms to document the risk(s). A team at the clinic will determine eligibility and make sure appropriate services are provided to the women. All districts have the PHRM/ISS program, even if they do not have maternity services. PHRM provides case management using a county level, 3-person team approach; a social worker, nurse, and a nutritionist assess medical and psycho-social needs of the client and make referrals, track appointments, and track/follow up on the individualized plan of care. There are approximately 26,000-34,000 visits a year including home visits. This includes multiple visits to individual PHRM/ISS patients.

#### 4.12.2 Process Narrative

Risk screening is conducted by MSDH clinic staff, private providers (physicians) and hospitals and includes completion of a “Maternity or Infant Risk Screening” form. The referral information is transferred to the

PHRM/ISS "Prenatal Screening" form which is completed, placed in the patient's medical records, and a copy is sent to the central office. Screening results are entered into PIMS. A high risk patient may be referred to any Medicaid authorized case management provider (i.e., MSDH clinics or community health centers).

Patients are to be enrolled within two weeks from the date of the risk screen. Billing for PHRM/ISS is triggered by coding of "Initial Case Management" or "Monthly Case Management" for infants (PIMS code 26) and women (PIMS code 25). PHRM/ISS services should be billed initially on the date of enrollment into the program. Enrollment results in the formulation of an initial care plan addressing the risk and patients needs. Psychosocial, nutritional and nursing assessments are completed by team members and the assessments provide information to the assigned case manager with information prioritizing the team's approach. Assessments should be completed within four weeks of enrollment, or six weeks of risk screen. From these assessments the care plan is written within six weeks of the date of screen or four weeks from the date of enrollment. The plan is to be updated monthly and case management encounters are expected to occur on a monthly basis.

Components of PHRM/ISS case management include service coordination, home visits, health education, case review, and case closure. A home visit is required for postpartum patients. For the traditional PHRM/ISS patient, a home assessment is required within 120 days of initial enrollment.

#### 4.12.3 Reports

Each county completes a monthly report to Medicaid, namely the PHRM/ISS Enrollment Report for Pregnant Women and Infants. The report is turned into Medicaid by the 5th of each month. It is a report of new enrollees that includes name, Medicaid number, age or date of birth, risk factor code, referring provider, enrollment date and EDC (PW) and birth weight of infants. This information is sent to the district office and PHRM/ISS Program. Districts may compile this and other information to track new screens and closed cases, by maternity or infants, county and month

PIMS generates a monthly or quarterly report of patients and billing for that period. One use of this report is to check to see if the billing was appropriate. This validation is done at the field level. The state PHRM team also reviews this report to pull a random sample of client records for use when conducting audit(s) for the purpose of appropriate documentation to subsidize billing.

Counties have unique, manual systems with everyone that is enrolled in PHRM/ISS in the counties. Counties also maintain a manual patient record in which information is recorded.

#### 4.12.4 Technical Description of Existing System

Patient tracking and billing are completed using PIMS. The Sterilization System (a FoxPro system) is used to capture and track PHRM/ISS services and payments made by authorized providers. Additional case management tracking is completed manually at the local level.

### 4.13 Current Oral Health Program

The services provided by MSDH Oral Health are targeted mainly at efforts toward improving the oral health of Mississippi children and their families by providing health education and prevention services to the children.

These services can be broken into two segments: 1) first assessments and assurance programs, which include Oral Health Assessments, Risk Reduction Surveillance, Clinic-based Services and the Cross Roads Clinic, and 2) Field-based services, Flouride Varnish Program and the Dental Sealant Program. The Dental Corrections Program (DCP) purchases services for children with limited financial access to dental care and is managed through the Children's Medical Program.

#### 4.13.1 Oral Health Assessments

##### 4.13.1.1 Program Description

This division conducts clinical oral health assessments, inclusive of screening and referral activities. These assessments are required by the MCHB Title V Block Grant and reported to the CDC National Oral Health Surveillance System (NOHSS). The data collected includes: percent of children with dental caries experience, percent of children with untreated dental caries, percent of children needing dental treatment according to urgency of need, and percent of children with sealant on 1+ permanent molar. The program plans to also collect data on the percent of cancer of the oral cavity and pharynx in accordance with ICD 10. The primary goal is to collect data that will be added to the patient's record to expand MSDH's knowledge of the patient's overall health. The secondary goal is to conduct data analysis to provide perspective about the underlying population.

#### 4.13.1.2 Process Narrative

The Oral Health Assessments Division conducts oral health assessments on 3rd grade children. This is a grant funded program (MCDH Title V Block Grant). Dental indicators are checked by certified dental hygienists in this dental screening process. This includes children with treated and untreated dental caries and urgent dental cases. If a case is determined to have untreated dental caries or urgent dental needs, then the child is referred to a specialist for treatment. Data are sent to the CDC National Oral Health Surveillance System (NOHSS). Approximately 4,500 children have been placed in the system.

#### 4.13.1.3 Technical Description of Existing System

The Oral Health Assessments Program utilizes an electronic version of the CDC's NOHSS via the Internet.

### 4.13.2 Risk Reduction Surveillance

#### 4.13.2.1 Program Description

The Oral Health Program in Health Services must report the percentage of people served by community water systems with optimally fluoridated water. Surveillance is reported using CDC's Water Fluoridation Reporting System (WFRS). Data sharing is required between Water Supply's databases and Oral Health's databases.

#### 4.13.2.2 Process Narrative

Optimal fluoridation levels for community water systems is monitored and certified by the MSDH. A community can make a request to the MSDH to verify whether its water system has optimal fluoridation levels. The MPHL tests and reports a community water system using the CDC's Water Fluoridation Reporting System (WFRS). The samples from the community's water system are then taken to the MSDH lab and results are reported to the Risk Reduction Surveillance Division. The Oral Health Program then certifies whether or not the community water supply is optimally fluoridated.

This program monitors a community's water source for optimally fluoridated water (both natural and adjusted). The program has a recruiting program based off of a listing of public water systems within the State of Mississippi. If a community

is interested in being certified by the CDC's WFRS then the Oral Health Program sets up an initial meeting with the community. At this meeting, the program staff distributes information packets and give presentations regarding this program. The Oral Health Program funds the implementation of water fluoridation. To receive the funds, a community must agree to fluoridate for at least 5 years. The OHP provides technical assistance to water systems, test equipment during the implementation phase and assistance in testing. The next step involves the MSDH Division of Water Supply where an engineering cost analysis and feasibility report is generated by the resident water systems engineer. A cost of materials and schedule is also compiled. The water testing logs are entered in both the Oral Health Program and the Division of Water Supply databases.

#### 4.13.2.3 Technical Description of Existing System

The Oral Health Program records and tracks the community water fluoridation tests and levels in the Division's Access databases. The Water Supply Division creates a file that is used to populate the Access databases and to feed information to the CDC's WFRS system. Data sharing is required between Division of Water Supply's databases and the Oral Health Program's databases. However, the Program reports surveillance using the CDC WFRS.

#### 4.13.3 MSDH Clinic-based Dental Services

##### 4.13.3.1 Program Description

MSDH tracks oral health screenings performed at the Children's Medical Program Blake Clinic. Currently, CMP staff uses one CPT code to record all dental procedures performed at the Blake Clinic. PIMS is used for recording and referring children with cleft lip/cleft palate, or other congenital / developmental anomalies. Appropriate dental procedures codes are selected using Current Dental Terminology (CDT-5).

The EPSDT screening performed at health department clinics includes a dental screening. With a dental screening, children that have urgent dental problems can be identified and referred for dental care.

#### 4.13.3.2 Process Narrative

Assurance screening is part of EPSDT as it relates to dental caries and urgent needs. The Children's Medical Program staff records all dental procedures performed at the Blake Clinic.

#### 4.13.3.3 Technical Description of Existing System

The clinic does not currently have a system in place. Oral Health Screenings are tracked and reported using the current PIMS.

#### 4.13.4 Cross Roads Dental Clinic

##### 4.13.4.1 Program Description

The Cross Roads Dental Clinic is a component of the Division of HIV/STD and provides dental care to individuals enrolled in the AIDS Drug Assistance Program. This facility records and monitors dental procedures using PIMS.

##### 4.13.4.2 Technical Description of Existing System

This clinic is currently supported by PIMS.

#### 4.13.5 Field-based Dental Services

Field-based dental services include the Make a Child Smile Program, which provides fluoride varnish in Headstart and daycare facilities.

##### 4.13.5.1 Program Description

The Children's Oral Health Protection Program (COHPP) provides school-based fluorides and sealants. The MSDH employs regional certified dental hygienists to implement this program through regional public school systems. It is necessary for MSDH to record and track children who participate in this program.

##### Sealant: Process Narrative

Children under the age of seven are given a dental screening at school or daycare to see if they have received a dental sealant. This dental screening by a certified dental hygienist is usually given to second grade children. There is a screening form that is filled out by the hygienist with the screening results to determine which students need fluoride treatment.

### Sealant: Technical Description of Existing System

The Sealant Program is a school-based program. The MSDH Sealant Program Coordinator enters the oral health screening and treatment data on a paper copy of the Sealant Efficiency Assessment for Locals and States (SEALS) software form. The data is transferred into an electronic record for data analysis. A second electronic system, the E-Record, is used to record similar information from the SEALS from into the MSDH OHP data system for processing.

#### 4.14 Current Health Protection Program

##### 4.14.1 Program Description

The Chronic Disease Bureau is a state authorized program supported by both state and federal funding. The Bureau serves the interests of the State and the citizens of Mississippi through various education, surveillance, awareness, policy and environmental changes, and other evidence-based activities targeted at chronic disease prevention. At present, the principal interests of the Chronic Disease Bureau (herein also referred to as the Bureau) are Cancer, Heart Disease, Stroke, and Diabetes. The Bureau facilitates these activities within systems in the community such as faith-based, worksites and schools.

To this end, the Chronic Disease Bureau conducts a range of activities including surveillance, education, planning, and the preparation of “Burden Statements” (disease specific prevalence numbers and mortality rates within the state) for submission to CDC in support of requested grant funds. Activities conducted by the Bureau include the following:

- Professional development and training for healthcare professionals to improve the treatment and management of chronic disease in accordance with nationally recognized clinical standards of care/guidelines;
- Provision of professional certification programs for healthcare and public health professionals to assure access to the latest care and treatment models to assist with quality of care and treatment;
- Provision of education/prevention grants to various community based and state organizations addressing the Bureau’s principal interests;

- Training healthcare professionals and lay individuals on awareness and early detection of risk factors for diabetes, heart disease, stroke, and cancer;
- Promotion evidence-based policy and environmental change strategies to address obesity and its associated risk factors;
- Holding a state Chronic Disease Conference for information dissemination and response planning;
- Provision of small “mini-grants” for chronic disease clinics for enhancement of services and education;
- Collection of morbidity and mortality statistics in support of Burden Statements for securing of CDC grant funds and illustrating this burden to education policy makers;
- Preparation of individual categorical chronic disease state plans for prevention, control, monitoring, and outcome analysis of targeted chronic diseases; and,
- Provision of radio and TV advertisements to educate the public of the dangers of tobacco, diabetes, cancer, hypertension, etc.

The mission of the Bureau is to improve the lives of Mississippians by promoting healthy lifestyles; preventing and controlling disease; and protecting health through policy and environmental system change. Strategies to accomplish this mission include reducing the number of individuals who suffer from heart disease, stroke, diabetes, hypertension, and cancer; reducing disparities among groups who are disproportionately affected; implementing science-based interventions to prevent and control disease; and gathering data, assessing progress, identifying gaps, measuring impact, and refining strategies.

State plans prepared by the Chronic Disease Bureau address overall models for Mississippi action in addressing chronic disease control and prevention inclusive of definition of target, priority populations, risk factor identification and management, surveillance and intervention planning, plan implementation, and outcome monitoring and evaluation.

The Chronic Disease Bureau is supported at the state level by twelve (12) staff with responsibility for surveillance and planning targeted to each of the Program’s principal concerns. These staff members have specific assignments within the Program but share resources among the principal interests. The staff assignments for the Program’s principal interests are as follows:

- Cancer has one (2) assigned staff
- Chronic Disease Self Management has one (1) assigned staff
- Cardiovascular disease has three (3) assigned staff
- Diabetes has three (3) assigned staff
- The Bureau is led by a Bureau Director and Deputy Director, and utilizes the services of one (1) administrative assistant

At present, the Chronic Disease Bureau is not supported by any program-specific internal software applications. However, the Bureau has access to the following data sources:

- Behavioral Risk Factors Surveillance System (BRFSS)
- Youth Risk Behavioral Surveillance System (YRBSS)
- Youth Tobacco Survey (YTS)
- Pregnancy Risk Assessment Monitoring Survey (PRAMS)
- Mississippi Vital Statistics (MHSTAR)
- Hospital Discharge Data
- National Vital Health Statistics (CDC Wonder)

The Bureau receives some data from Patient Management System (PIMS) on a monthly basis. Currently, it is not apparent that the Bureau provides any data to any other department systems. Also, the Bureau utilizes commercial applications primarily standard office automation systems (e.g., word processing, spreadsheets, and statistical analysis software).

#### 4.14.2 Process Narrative

The Bureau receives clinical outcomes data from private organizations (e.g., Cancer Society, Heart Association, Diabetes Association, Information Quality Healthcare, etc.), that is utilized for reporting purposes. The Bureau also receives a monthly report of hypertension and diabetes cases (numbers only) that is extracted from the Patient Management System. The data are sent to the Program by the Patient Management System staff via e-mail. The data received varies in format from delimited electronic data files to hard copy paper reports.

The Bureau utilizes this data for statistical analyses of such factors as morbidity and mortality rates by age group, race and gender, etc. This analysis is conducted with commercial applications such as SAS, SPSS, and GIS. The results of these analyses are then utilized in the preparation of CDC Burden Statements and in support of planning and generation of formal state plans. In addition, the reports produced from the analysis are shared with the partners (such as Cancer Association, Heart Association, Diabetes Association, and Schools) and made available to citizens of Mississippi.

4.14.3 Technical Description of Existing System

The Chronic Disease Bureau does not currently have a system in place.

5. **Procurement Project Schedule**

<b>Task</b>	<b>Date</b>
First Advertisement Date for RFP	11/20/12
Second Advertisement Date for RFP	11/27/12
RFP document posted to the ITS Web Site	12/5/12
Vendor Conference	2:00 p.m. Central Time on 12/11/12
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 12/27/12
Deadline for Questions Answered and Posted to ITS Web Site	1/10/13
Open Proposals	01/24/13
Evaluation of Proposals	01/24/13 – 02/28/13
ITS Board Presentation	03/21/13
Contract Negotiation	03/1/13 – 03/22/13

6. **Statement of Understanding**

6.1 Vendors may request additional information or clarifications to this RFP using the following procedure:

6.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.

6.1.2 Vendor must deliver a written document to Donna Hamilton at ITS by Thursday, December 27, 2012 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY**

**OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Donna Hamilton to verify the receipt of their document. Documents received after the deadline will be rejected.

- 6.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on Thursday, January 10, 2013.
- 6.3 The vendor must provide an Executive Summary that will condense and highlight the contents of the proposal to provide the State with a summary of the vendor's qualifications and approach to meeting the stated requirements of this RFP.
- 6.4 The State is seeking to acquire a comprehensive Commercial-Off-the-Shelf (COTS), Patient Information Management System.
- 6.5 The Vendor must acknowledge that the State expects a contract to be negotiated and executed within thirty (30) days of award. Therefore, Vendor must submit as part of the proposal a letter to the State signed by the Vendor's legal counsel certifying that he/she has reviewed the RFP, the Vendor's proposal in response to the RFP and the Standard Contract included in Exhibit A.
- 6.6 The Vendor submitting the proposal must agree to act as Prime Contractor on this project and must guarantee the integration, performance and delivery of all tasks, goods and services under this contract regardless of the number of subcontractors employed by the proposing Vendor. The Vendor must be prepared, at the option of MSDH, to provide all services necessary for implementation of the proposed solution including software, installation, training, maintenance, and support.
- 6.7 The Prime Contractor must be designated in the proposal and any use of Subcontractors must be clearly explained. If the use of Subcontractors is planned, the proposal must specifically identify the tasks that each Subcontractor is to perform. All subcontracting agreements must be signed at the time of contract award, and copies provided to the State. Proposals offering joint ventures between Vendors will not be accepted. The State will enter into a contract only with the Prime Contractor.
- 6.8 The State prefers a solution that includes both billing and EHR functionality from the same Vendor.
- 6.9 The State deems performance of the Vendor on existing contracts and support after the sale to be of critical importance. Therefore, in the evaluation process for contract award of this RFP, Vendors with good performance ratings on existing accounts will be at a decided advantage, while Vendors with poor performance ratings will be at a decided disadvantage or be subject to disqualification at the discretion of the State.

- 6.10 The Vendor must understand and provide information in his response to support a deliverable-based project. MSDH intends to pay based on milestones and deliverables throughout the project with a retainage held for each deliverable as outlined in Section VII, Item 8.12. The Project Work Plan and the Cost Proposal should define and denote milestones and deliverables, both paid and unpaid, for the entirety of the project.
- 6.11 The Vendor must provide all software components and implementation services (data conversion, installation, training, support and other services) with sufficient knowledge transfer to state personnel as necessary for turnkey implementation of the proposed solution.
- 6.12 The State acknowledges that the functional specifications for the system requested by this RFP may not be exhaustive. Rather, these specifications reflect the known requirements necessary for MSDH to have a fully functional, efficient, turnkey system. Vendor is tasked with proposing a complete system and fully describing those system features that meet these known specifications.
- 6.13 While the State has attempted to define all the requirements necessary for the successful integration/implementation of a statewide public health management system, the State expects the Vendor to work in conjunction with MSDH staff following contract award to perform a detailed analysis of the functional specifications and identify any areas that may have been overlooked or misstated.
- 6.14 The State intends to be fully involved in all aspects of the project and will assign a full time project manager and a senior manager for project oversight. MSDH functional users, MSDH database administrators, and ITS and MSDH technical staff will be fully involved as members of the project team and knowledge transfer will be a key element/requirement of this proposal. All development will be done in MSDH's development environment and the MSDH staff will be responsible for migrating the software from the development environment into the test and production environments.
- 6.15 Vendor must complete the Functional Requirements Traceability Matrix in his proposal response using the format shown in this RFP. The Vendor must clearly classify each requirement into one of the following categories.

E = Exceeds Specification – explain the additional benefits of the product

X = Exists in current version

M = Minor Customization – modifications that will take less than 48 hours to implement

C = Custom Enhancement – enhancement that will take more than 48 hours to implement

A = Alternate Solution

N = Not Supported.

In cases where vendor responds with “M” or “C”, vendor must indicate what additional costs, if any, will be incurred as well as the estimated time frame for completion. If “A” is indicated, vendor must indicate how the alternate solution will meet the needs of MSDH.

- 6.16 Vendors must carefully detail the manner and degree by which the proposal meets or exceeds each specification. Vague or inconclusive responses will be judged as non-responses within the context of the evaluation.
- 6.17 The Vendor is requested to provide details on what features, functions, or other considerations exclusive of the specified requirements either his company or the proposed software affords the customer that may provide a distinct value to MSDH. In the event that MSDH and ITS agree that such features, functions or other considerations do provide a distinct benefit, the State reserves the right to give the Vendor additional consideration. ITS and MSDH will make the sole assessment of the relative merits of each added value proposal to the agency.
- 6.18 The State reserves the right to ask any technical question and request any technical documentation that may arise from a sales presentation, functional demonstration, technical demonstration, or communication related to the vendor's products or services. The Vendor must provide answers to technical questions and requested documentation prior to the completion of the evaluation and subsequent contract award.
- 6.19 MSDH is seeking to greatly improve staff productivity and efficiency through the implementation of the proposed system. Solutions that interject additional processing overhead or system inefficiencies in the sole judgment of MSDH and ITS may be disqualified.
- 6.20 The Vendor is expected to make all project records accessible during the duration of the project and for up to three years after the project completion date.
- 6.21 All findings, designs, development, customizations, documentation, and other deliverables produced under this contract become the exclusive property of the State for use without restriction. Upon Final Acceptance of the system, Vendor shall, provide costs for MSDH to license the integrated design framework which contains all relevant tools and technical information required to implement, modify and maintain the application for any developed and/or custom tailored software. MSDH reserves the right not to purchase the integrated design framework and tools.

6.22 Upon award, the Vendor shall place a current copy of the data dictionary, system documentation, object code and source code in escrow to be updated with each version or update release of the software. Vendor shall immediately provide for MSDH a copy of the escrow agreement and the name and address of the agent. The escrow agreement must authorize the escrow agent to release the data dictionary, documentation, object code and source code to MSDH upon the Vendor's or the software manufacturer's cessation, for any reason, to do business, or if bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings are instituted by or against the Vendor or the software manufacturer. The Vendor shall pay all costs of providing and maintaining the escrow agreement, including the fees of the escrow agent. The copy of the source code placed in escrow shall be reproduced and maintained using a commonly accepted data recording protocol. Program documentation must accompany the source code and shall be sufficient to allow a competent programmer to use in order maintain the source code programs.

## 7. **Mandatory Vendor's Conference**

7.1 Participation in a mandatory Vendor Web Conference on Tuesday, December 11, 2012 at 2:00 p.m. Central Time is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.

7.1.1 To access the mandatory Vendor Web Conference, Vendor must contact the Donna Hamilton via email no later than 3:00 p.m. Central Time, Monday, December 10, 2012, to receive instructions on how to enter into the web conference.

7.2 The intent of the conference is to assist Vendors in preparing their response to this RFP by providing additional information and clarifications necessary to understand the scope of this project. Each vendor choosing to participate as a prime contractor must be represented at the conference by a bona fide and knowledgeable employee. No other agent or representative will qualify. Vendors should familiarize themselves with this RFP prior to attending the mandatory Vendor's Conference and should come prepared to ask questions. Proposals will not be accepted from Vendors who do not attend the mandatory Vendor's Conference.

## 8. **Cost Proposal and Payment Terms**

8.1 Proposals must be submitted in two, separate parts: a technical proposal and a cost proposal. Vendor must not include any cost or pricing information in the technical proposal. Any proposal that violates this is subject to being eliminated prior to the cost evaluation.

- 8.2 The Vendor must provide all cost information necessary to determine the total five (5)-year life cycle cost of the proposed software and services. Responses to this section are to be included in Section VIII: Cost Information Submission and must be submitted in both hardcopy and electronic formats.
- 8.3 The Vendor must submit a total fixed dollar cost for all services and products requested in this RFP. The cost proposal must include a breakdown of all costs by phase and by module, deliverable or service within each phase as described in Section VIII. The Vendor must base the proposal on a purchase acquisition method enumerating all costs including installation, freight, shipping, data conversion, training, maintenance, licensing and support, project management, travel, and subsistence expenses, etc.
- 8.4 The Vendor must include and complete all parts of the cost proposal forms, in a comprehensible and accurate manner. Significant errors in the required detail of the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal.
- 8.5 Vendors should not propose contracts on the basis of cost-plus or open-ended rate schedules, nor for any non-fixed arrangement. Any additional technical service required by MSDH during implementation or afterwards may be negotiated on a task-order basis based upon the Vendor's change order rate.
- 8.6 Due to the importance of knowledge transfer, frequent communication between MSDH and the Vendor will be critical. Therefore, Vendor must propose for development to be conducted within the continental United States. In addition, Vendor may optionally propose offshore development. The State reserves the right to reject the offshore development option regardless of the cost differential.
- 8.7 Vendor must provide the cost for a statewide, enterprise license to the application(s) for an unlimited number of MSDH users. Vendor may optionally provide a second pricing model (i.e., named users or concurrent users.) The State reserves the right to select the pricing model that best fits the needs of the State. For the optional pricing model, Vendor must itemize incremental user counts supported per licensing terms, and show related pricing in Section VIII: Cost Information Submission. Vendor must agree that any additional user licenses, as may be required by MSDH during the term of the contract, may be purchased at the rate listed in the cost proposal or at the then current price, whichever is less.
- 8.8 If Vendor's application software and/or utilities are licensed based on processor size, vendor must clearly detail the proposed processor configuration and pricing sized to meet the requirements of the RFP and additionally include pricing for the next two processor upgrades.
- 8.9 The Vendor must itemize any and all third party software costs including platform systems in the cost proposal.

- 8.10 If the Vendor’s proposed base system must be modified to satisfy a requirement, the Vendor must specifically list the cost of those minor and/or major modifications separately in the cost proposal and identify them by the item number(s) in the functional requirements matrix.
- 8.11 To secure the Vendor’s performance under the contract, the Vendor agrees that the State shall hold back a retainage of 10% of each amount payable during each phase of the project, including amounts payable under Change Orders, subject to completion and final acceptance of all deliverables for each implementation phase. Each payment will be made within 45 days of invoice acceptance. These and other terms and conditions are further amplified in Exhibit A: Standard Contract.

**9. Change Orders**

- 9.1 The Vendor must quote the “loaded” change order rate(s) for application software enhancement work performed after initial system acceptance.
- 9.2 The Contractor agrees that each Appropriate Change Order Rate shall be a “fully loaded” rate, that it includes, but is not limited to the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Contractor in the performance of the Change Order.
- 9.3 For all Change Orders the Contractor shall be compensated based on the rate for the appropriate level of personnel/expertise required by the Change Order less retainage. Vendor must provide “fully loaded” hourly rates for the following levels of personnel/expertise:
- Project Manager <\$rate/hour>
  - Data Base Administrator <\$rate/hour>
  - Network Administrator <\$rate/hour>
  - Technical Team Leader <\$rate/hour>
  - Functional Team Leader <\$rate/hour>
  - Technical Analyst <\$rate/hour>
  - Functional Analyst <\$rate/hour>
  - Documentation Specialist <\$rate/hour>
  - Training Specialist <\$rate/hour>

- 9.4 If there is a service that is not covered by one of the above rates, the Contractor must include the rate for that service in the Vendor's response. The contractor shall invoice MSDH upon acceptance of all work documented in the Change Order and MSDH shall pay the invoice amounts on terms set forth in the agreement.
- 9.5 Change Orders during the Warranty Period will be performed by the Contractor's warranty staff at no extra charge unless it is mutually agreed in writing by the State and the Contractor that the change is of such magnitude and urgency that an additional resource(s) will be required of the contractor. In that instance, additional payment may be made based upon the Change Order rate(s) specified in the contractors cost proposal.
- 9.6 The State and the Contractor shall work together to develop a Change Order Procedure and a System Modification Authorization (SMA) form. A SMA form will be completed for every request for a system enhancement. It will serve as the tracking mechanism for the receipt of a Change Order request through completion of all required actions.
- 9.7 As soon as possible after receipt of a System Modification Authorization form, but in no event more than thirty (30) days thereafter, the Contractor shall provide a written statement defining the scope of work, estimating the time for completion, and whether the change has a price impact on the contract. The statement shall include a description of the work to be done and price increase or decrease involved in implementing the change. The cost or credit to the State resulting from a change in the work shall be the total of the number of person-hours by level of expertise times the hourly Change Order rate bid by the Contractor. The State will approve the SMA form or request more information within ten (10) working days of receipt of the completed SMA form.
- 9.8 The Contractor must understand that any cost anticipated or incurred due to an SMA that exceed the fixed hourly rate provided in the RFP and incorporated into the Contract will require **ITS** approval before any such billable cost is incurred by the Contractor.
- 9.9 The provision for Change Orders does not include any corrections of deficiencies for any activities or deliverables for which the Contractor is responsible under the terms of the RFP and Contract. Such corrections and deliverables are the responsibility of the Contractor without charge to the State. Any costs associated with an investigation to determine the source of a problem requiring correction is also the responsibility of the Contractor.

## 10. **Vendor Background and Experience**

### 10.1 Organization Size and Structure

- 10.1.1 The Vendor must document proven experience providing similar products and services for public health agencies.
  - 10.1.2 The Vendor must provide corporate information to include the parent corporation and any subsidiaries.
  - 10.1.3 The Vendor must describe the organization's size and organizational structure and state whether the Vendor is based locally, regionally, nationally or internationally as well as its relationship to any parent firms, sister firms or subsidiaries.
  - 10.1.4 The Vendor must provide the location of its principal office and the number of executive and professional personnel employed at this office.
  - 10.1.5 If incorporated, the Vendor must provide the name of the state of incorporation. The Vendor's firm must be licensed in the state of Mississippi prior to contract execution.
  - 10.1.6 Vendor must include a copy of the corporation's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the three fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed and audited by a Certified Public Accountant or Chartered Accountant.
- 10.2 Vendor Staff Qualifications
- 10.2.1 The Vendor must propose appropriate quantity and quality of staff to ensure a successful completion of this project with limited MSDH support.
  - 10.2.2 The Vendor must supply an organizational chart identifying the personnel assigned to the project, and the chain of command inside the Vendor's organization for that designated staff.
  - 10.2.3 The Vendor must describe the issue resolution escalation process that will be used within the Vendor's organization to resolve any problems or issues that may arise during the course of the project.
  - 10.2.4 Upon contract award, the Vendor must commit the key personnel named in the proposal for the duration of the project and must specify the percentage of time that each person will commit to the project. All project personnel must have prior experience appropriate to the proposed project assignment for the minimum amount of time specified below. Technical personnel must possess all requisite skills appropriate to their assignments. The State considers the following to be key vendor roles on the project:

- Project Director – minimum 15 years related experience,
- Project Manager – minimum of 15 years related experience,
- System Architect – minimum of 10 years related experience,
- Senior Business Systems Analyst – minimum of 10 years related experience,
- Application Development Lead – minimum of 5 years related experience,
- Database Administrator (DBA) Lead – minimum of 5 years related experience,
- Conversion Manager – minimum of 5 years related experience,
- Testing Manager – minimum of 5 years related experience,
- Implementation Manager - minimum of 5 years related experience,
- Training Manager– minimum of 3 years related experience, and
- Trainers and Instructors – minimum of 3 years related experience.

10.2.5 The Vendor must provide resumes and references for each key individual to be assigned to the project. Resumes for key personnel to be supplied by subcontractors must also be provided. Resumes must reflect qualifications and experience relevant to the scope of work indicated in this RFP. Each resume must include at least three references that can be contacted to verify the individual's qualifications and experience. Each reference must include the individual's name, title, company name or organization, E-Mail address, mailing address, and telephone number. The resumes must be limited to two pages per person.

10.2.6 Key individuals must be available to work on the project once an award is made and a contract is signed. All Vendor key staff members must be approved by MSDH prior to the start of the project. Any replacement or substitution of staff as proposed requires written approval from the MSDH prior to replacement or substitution.

10.2.7 The following Vendor's key personnel will be required to work onsite for the duration of the project: Project Manager and Conversion Manager. The remaining key personnel will be required to work at MSDH for the duration of their assigned tasks as outlined in the mutually agreed upon final project plan.

## 11. **Vendor Requirements**

11.1 The Vendor must describe in narrative form, the history of the product(s) being proposed, including the first site installation, the initial development platform, the target database and the development tools used. Vendor should also include details about any ongoing enhancements and upgrades currently in progress.

- 11.2 Vendor should provide information about any innovative approaches and/or solutions offered in the system and identify overall and application-specific features and capabilities that differentiate this system from the competition.
- 11.3 The Vendor should describe various business automation capabilities available with the proposed system that would enhance efficiency of operations in each functional area of MSDH.
- 11.4 The Vendor must furnish and maintain all software, gateways and interfaces required to successfully deploy and operate the system as defined herein. The Vendor should identify both the system software and any third party software needed to operate the proposed system. The Vendor must list software brand name, version, quantities, and descriptions. These items should be itemized and included in the overall project cost in Section VIII: Cost Information Submission.
- 11.5 Vendor must use a Structured Development Methodology (SDM) on all phases of this project. Vendor should identify and describe the SDM as well as any requisite software tools that will be used to implement this system. The SDM must allow for detailed analysis and confirmation of the functional specifications prior to system and database design.
- 11.6 The Vendor must agree that, notwithstanding anything to the contrary in this agreement, MSDH shall have:
  - 11.6.1 Unlimited use by licensed users of the software products acquired for MSDH operations,
  - 11.6.2 Use of such software products with a backup platform system should it be deemed necessary by MSDH,
  - 11.6.3 The right to copy such software for safekeeping and backup purposes,
  - 11.6.4 The right to reproduce any and all physical documentation supplied under the terms of this agreement, provided, however, that such reproduction shall be for the sole use of the MSDH and shall be subject to the same restrictions or use and disclosure as are contained elsewhere in this agreement.
- 11.7 The proposed new system:
  - 11.7.1 Must implement and operate the production system over the existing State network and fully utilize the State's Primary (Eastwood) and Secondary (Robert E. Lee) Data Centers. The Vendor can find details on the platform domain for the **ITS** State Data Centers in the Infrastructure and Architecture Plan located at the following address:  
<http://www.its.ms.gov/Services/Documents/InfrastructurePlan.pdf>

- 11.7.2 Must operate in a Web-based, on-line, real-time environment that meets system security and availability standards in Section VII, Item 14;
  - 11.7.3 Must be comprised of independent, integrated modules such that the system can be purchased and upgraded by module;
  - 11.7.4 Must be table-driven; and
  - 11.7.5 Must be developed using open system interconnection (OSI) and open architecture technology standards.
- 11.8 If Vendor chooses to propose a proprietary system, Vendor must provide documentation in this proposal response for the software development tool(s) that will be used and must include the tools in any requested system demonstration. The State reserves the right to reject the proposal if the proprietary tool(s) are found to be unacceptable in the sole discretion of the State. If the State determines the proprietary tool(s) are acceptable, the Vendor must identify in their cost proposal the cost of licensing the tool(s) to MSDH.
- 11.9 Vendor should provide a list of operational sites, including contact names and phone numbers, which are similar in size and scope to the system proposed for MSDH. As part of the evaluation process, MSDH may choose to request a live site demonstration of the proposed system. Vendor may designate one or more of the operational sites as a preferred demonstration site.
- 11.10 It is strongly preferred that all other major components/modules (e.g., clinic management, billing, inventory management, etc.) have also been operational for 1 year. Vendor must specify which, if any, of the proposed components/modules have been in production for 1 year or more.
- 11.11 The Vendor must recommend software tools and packaged software needed to perform application enhancements. The Vendor must specify any other necessary development/testing tools and provide a summary of the functions and capabilities of these tools. The cost of any additions to the development environment must be included in Section VIII: Cost Information Submission.
- 11.12 The State does not intend to purchase hardware in this procurement.
12. **Project Management and Project Work Plan**
- 12.1 The Vendor must provide a Project Director for project oversight and an onsite Project Manager.
  - 12.2 MSDH will identify a primary contact to serve as the MSDH Project Manager(s) for all project activities. The vendor must acknowledge that the vendor staff will work under the direction of the MSDH Project Manager for the duration of the project.

- 12.3 Project management activities will include but not be limited to:
  - 12.3.1 establishing and administering controls to ensure the quality of deliverables are acceptable to MSDH,
  - 12.3.2 developing (with MSDH assistance) and maintaining a detailed work plan and schedule,
  - 12.3.3 monitoring project activities to ensure project schedules are met, and
  - 12.3.4 providing weekly and monthly status reports.
- 12.4 The Vendor Project Manager must be able to authorize changes and will be expected to escalate any problems or issues that cannot be resolved by on-site staff. The MSDH Project Manager will be empowered to make decisions necessary to keep the project on track and moving forward.
- 12.5 The Vendor's Project Manager and Conversion Manager shall work onsite for the duration of the project. Other assigned Vendor staff must work onsite at MSDH facilities during the following phases of the project: requirements analysis, database and application design, code reviews, installation, training, data conversion, system test, QA and pilot test, acceptance test, and implementation of the system. The onsite staff must be available to participate in project-related meetings as scheduled by MSDH staff.
- 12.6 For work being performed onsite in Jackson, the State will provide limited office workspace for up to four vendor staff. All others must be located in the Jackson metro area at Vendor's expense. Onsite work must be performed during normal business hours, 8:00 AM until 5:00 PM Central Time. The Vendor is expected to provide equipment for the assigned staff (laptop or desktop configured with a 10/100 Ethernet card that will allow connectivity with the state's network) with the necessary hardware for implementation.
- 12.7 The Vendor will be expected to maintain a Project Office in Jackson, Mississippi beginning with the Project Initiation Phase and for ninety (90) days beyond the completion of the statewide implementation phase. The Project Office must be located in the near proximity of MSDH's Osborne Building on Woodrow Wilson Boulevard. The vendor must provide space, within reason, for project work teams, group meetings and ongoing support services that relate to the implementation activities of the project staff. Where scheduling and space requirements permit it the State may provide additional work space to hold meetings in support of the project.
- 12.8 The Vendor Project Manager must give oral status reports to MSDH management upon request. Vendor must conduct bi-weekly status meetings and provide bi-weekly written status reports. The status report is to be delivered no later than

noon on the Friday ending the two-week reporting period. A complete set of updated reports from the project management software, along with an electronic copy of the corresponding project work plan, is to be provided with each biweekly status report. The report must include at a minimum:

- Technical status of the project including work package and deliverable status and forecast for next reporting period.
- Accomplishments for the reporting period;
- Work planned for the next reporting period;
- Schedule status of the project including milestones and schedule summary;
- Problems which are affecting or could affect progress including the proposed or actual resolution;
- Proposed changes to the project work plan and reasons for the changes;
- Updated detailed project plan with changes highlighted; and
- An updated risk analysis/mitigation plan

- 12.9 The Vendor must submit as part of his proposal a detailed preliminary Project Work Plan in Microsoft Project within 30 days of contract signature. This preliminary project plan will form the basis for a mutually agreed upon final project plan to be jointly developed by the Vendor and the MSDH project staff following contract award.
- 12.10 The mutually agreed upon final project plan for each phase must be completed and signed within thirty (30) days following contract execution. Failure to arrive at a mutually agreed upon final project plan may be cause for contract cancellation. The final project plan will become an addendum to the contract. Any changes to the finalized project plan will require the signatures of the Vendor and the State.
- 12.11 For both phases, the Vendor should include tasks for the entire project life-cycle (e.g., planning, requirements gathering, analysis, design, development/modification, installation, testing, revisions, conversion, training, system rollout, post-production support). The preliminary Project Work Plan must identify all major project phases, major activities within each phase, timeframes for each project phase, assigned resources by name and/or title, major project milestones, quality assurance checkpoints, and all deliverables for each phase.
- 12.12 The project plan must allow reasonable time for MSDH to review and approve task completion deliverables, without interrupting the Vendor's continuing

progress toward completion of the project. A minimum of 10 working days will be required for all deliverable approvals.

- 12.13 The project plan must be structured so as to minimize disruption and interference with MSDH's daily operations.
- 12.14 As an initial project deliverable, the Vendor must provide a Risk Management Plan that analyzes the major risks facing the project and clearly states the actions the Vendor plans to take to mitigate the project risks that were identified.

### 13. **Current Data Dictionaries**

- 13.1 All data elements captured in the current PIMS systems are property and a proprietary product of Siemens. Vendors attending the Vendors Conference will be given access to the MSDH Distributed SIGNATURE Advance Reporting (DSAR) database for the current PIMS System. Vendors must be aware that the DSAR database structure includes multiple data elements not currently used by MSDH and that the information is being provided as an aid to help vendors in the preparation of their proposal for conversion.
- 13.2 All current data elements must be captured in the new enterprise system, unless otherwise noted by MSDH staff during the detailed analysis phase for each functional area.
- 13.3 In addition, other data elements will need to be captured in the new enterprise system that must be identified by the Vendor in conjunction with MSDH staff during the detailed analysis phase for each functional area.

### 14. **Standards**

The new PIMS must comply with the following state and federal standards.

- **Health Insurance Portability and Accountability Act (HIPAA)**  
<http://www.hhs.gov/ocr/hipaa/>
- **Health Level Seven (HL7) version 2.5.1 Standards for Messaging and the Reference Information Model (RIM)**  
<http://www.hl7.org/>
- **Logical Observation Identifiers Names and Codes (LOINC) laboratory terminology standards**  
<http://www.regenstrief.org/loinc/>
- **The Systematized Nomenclature of Medicine (SNOMED)**  
<http://www.snomed.org/>
- **CDC's National Oral Health Surveillance System (NOHSS) standards**  
<http://www.cdc.gov/nohss>

- **Family Education Requirement and Protection Act (FERPA)**  
<http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>
- **Value Enhanced Nutrition Assessment (VENA) Requirements**  
[http://www.nal.usda.gov/wicworks/Learning\\_Center/Assessment\\_VENA.html](http://www.nal.usda.gov/wicworks/Learning_Center/Assessment_VENA.html)
- **MSDH Standard Database Design Lifecycle**
- **ITS Enterprise Security Policy**
- Comply with the Americans with Disabilities Act (ADA) and the World Wide Web Consortium (W3C) requirements

15. **Functional Requirements**

The Vendor must clearly classify each requirement into one of the following categories.

E = Exceeds Specification – explain the additional benefits of the product

X = Exists in current version

M = Minor Customization – modifications that will take less than 48 hours and will be completed by implementation

C = Custom Enhancement – enhancement that will take more than 48 hours to implement

A = Alternate Solution

N = Not Supported.

In cases where vendor responds with “C”, vendor must indicate the estimated number of hours to complete as well as the estimated time frame for completion. If “A” is indicated, vendor must indicate how the alternate solution will meet the needs of MSDH.

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.1	Global Conditions		
	The new enterprise PIMS must possess the following fundamental functionality across all physical and operational areas.		
15.1.1	Makes extensive use of Workflow throughout the system by :		
15.1.1.1	Promoting statewide sharing of data across all modules,		
15.1.1.2	Decreasing user intervention (i.e. when an event occurs automatically update corresponding data fields in other modules and notify user of update) and		
15.1.1.3	Reducing dependency on paper forms/paper flow.		
15.1.2	The PIMS Upgrade must meet the following requirements for <b>Data Entry</b> :		
15.1.2.1	Minimizes erroneous data,		
15.1.2.2	Eliminates redundant data entry,		
15.1.2.3	Contains rigid controls and edit checks to prevent invalid or incomplete entry of data,		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.1.2.4	Capable of sending warning messages/alerts when data integrity is violated or a business rule conflict exists,		
15.1.2.5	Provides validation tables/lists of values for users when the field has multiple possible selections. Allows users to select from a list of valid values by entering the code or by mouse clicking,		
15.1.2.6	Provides for rapid data entry in modules where large amounts of data must be entered to complete a transaction, and		
15.1.2.7	Provides the ability to automatically present screens in the order defined by MSDH user roles and allow the screens to be modified by the agency's system administrator.		
15.1.3	The PIMS Upgrade must meet the following requirements for Patient Record Search and Display:		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.1.3.1	Provides or interfaces to a master patient index with search capability to locate existing records. Must include, at a minimum, the ability to search by name (including phonetic searches and double last names), aliases, patient ID number, social security number, insurance number, date of birth, sex, newborn ID#, mother's maiden name, and county of residence. Creates a candidate list based on specified criteria allowing the user to select patient(s) from this list for further automated processing.		
15.1.3.2	Displays patient ID, name (first, middle, surname, and suffix) and date of birth on all screens.		
15.1.3.3	Displays a synoptic listing for all patient records that meet the search criteria in descending order. Must include summary of status details and provide the ability to display additional details linked to that particular patient or record.		
15.1.3.4	Provides a cross reference of aliases to the master patient index.		
15.1.3.5	Displays an overall summary of the automated patient master file in a single screen user-defined format.		
15.1.3.6	Displays patient detailed information as an integrated master file view including tabbed sub-categories for logical groups of data.		
15.1.3.7	Displays available health records for a patient.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.1.4	The PIMS Upgrade must meet the following requirements for Integration:		
15.1.4.1	Provides system-wide access to information. The ability to access this information should be a function of the particular users' security clearance; provided a high enough clearance, staff should have the ability to review any information on the system, other than information restricted by regulation or law.		
15.1.4.2	Based on open system architecture to enable interface with possible future development.		
15.1.5	The PIMS Upgrade must meet the following requirements for Auditability:		
15.1.5.1	Monitors record updates to support detailed auditing of system usage. Record all data changes, updates, deletions, record dissemination, record access, billing changes, etc., including the time the change occurred and the identifiers of user and workstation or batch utility. The file containing this audit data must be secure and restricted to a few specified access profiles.		
15.1.5.2	Provides a secured means of viewing the audit logs in a usable fashion for any authorized system user.		
15.1.5.3	Provides a stored procedure/program that automatically archives the audit log records.		
15.1.5.4	Provides a way to secure the audit logs from tampering.		
15.1.5.5	Captures a log of all system-generated notifications. Capture the date, time, triggering event or user initiating the notification, and the user to which the notification was sent.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.1.5.6	Ensures that sensitive or critical electronic data are not lost, destroyed, corrupted or misappropriated.		
15.1.5.7	See requirements in Section VII, Item21		
15.1.6	The PIMS Upgrade must meet the following requirements for On-Line Help:		
15.1.6.1	Provides on-line Help documentation that is viewable on each workstation.		
15.1.6.2	Provides the capability to allow easy topic and keyword searching with a few mouse actions.		
15.1.6.3	Provides the capability for users to print pages as required.		
15.1.6.4	Provides field sensitive help that automatically displays hints for data entry fields.		
15.1.6.5	Provides descriptive error messages when database integrity or edit checks are violated.		
15.1.7	The proposed system must provide Electronic Data Exchange (e.g., message construction, message routing, message parsing, and secure message transport).		
15.1.8	The proposed system must ensure the protection of sensitive data in compliance with the Privacy standards noted in Section VII.14.		
15.1.9	The proposed system must utilize Vocabulary Standards in compliance with PHIN VADS.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.1.10	Provide an alternative mechanism for capturing MSDH staff authorization without having to print a paper copy for signature (i.e., electronic signature).		
15.1.11	Archive historical patient records according to specified parameters by Program Area.		
15.1.12	The PIMS Upgrade must meet the following requirements for System Administration Reporting:		
15.1.12.1	Provides a list of all authorized users created in the system.		
15.1.12.2	Provides a report identifying the authorized capabilities for each user in the system.		
15.1.12.3	Provides a user capability audit file for all staff.		
15.1.12.4	Provides a System Access Log Listing Report which lists who has logged into the system during a specified period.		
15.1.12.5	Provides detailed information about attempts to gain access to functions for which a user is not authorized.		
15.1.12.6	Provides an audit file/report of modified data elements.		
15.1.12.7	Provides a report which identifies when changes have been made to the content of data tables and who made the changes.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.1.12.8	Provides a report which provides detailed audit information about changes to the system data. It can be used to report information to identify any fraudulent patterns of system usage by entering a particular location, period of time, or user to show types of changes made.		
15.2	Core Functions (CF)		
	The PIMS Upgrade will contain system-wide functions (also referred to herein as the “Core Functions”) that have cross-program or common functionality that is needed for all or nearly all Programs that would be part of an enterprise system. Vendor must incorporate the functionality listed in the following tables into the enterprise solution. The Core Functions are as follows.		
MANDATORY	The PIMS Upgrade must at a minimum provide the functionality, reporting, and data currently available to MSDH in their existing programs/systems.		
	In addition, the new PIMS Upgrade will exceed the current capabilities of these systems by providing the enhanced functionality requested in this RFP.		
	CF#1 – Resource Scheduling		
	CF#2 – Common Registration Interface		
	CF#3 – Patient Encounter Tracking and Care		
	CF#4 – Billing		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
	CF#5 – Patient Eligibility		
	CF#6 – Lab Specimen and Result Tracking		
	CF#7 – Interfaces		
	CF#8 – Training		
	CF#9 – Reporting		
	CF#10 – Quality Control (QC) and Quality Assurance (QA)		
	CF#11 – Web-based access		
	CF#12 – Referrals		
	CF# 13 – Authorizations and Payments		
	CF# 14 – Patient Education		
	CF# 15 – Case Management		
	CF# 16 – Operations Management		
	CF# 17 - Provider Reimbursement		
15.2.1	<b>CF#1 – Resource Scheduling</b>		
15.2.1.1	Create templates for appointment scheduler		
15.2.1.2	Copy templates for appointment scheduler from one day to another		
15.2.1.3	Edit templates for appointment scheduler		
15.2.1.4	Provide a method for defining appointment types and also allow customized types to be defined by the users		
15.2.1.5	Allow user to designate the length of each appointment type by individual provider		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.1.6	Allow appointments to be scheduled in advance without limit		
15.2.1.7	Provide ability to view a summary of the daily schedule (e.g., number of appointments, type of appointment, etc.)		
15.2.1.8	Search for next available appointment by type after a starting date is selected. Must allow user to enter patient rules for scheduling (i.e. AM only, PM only, Tuesdays only, etc.) so that the system will edit next available appointment with these rules to find an available time and for override if no appointment is available within the processing standards		
15.2.1.9	When an appointment is canceled, allow that time slot to be reopened		
15.2.1.10	Provide the ability to make changes to basic patient data (including death indicator) for all records associated with the family/household identification number		
15.2.1.11	Generate screen display of linked patient family/household		
15.2.1.12	Accept user input of scheduling parameters and patient data for all household/family members		
15.2.1.13	Allow the ability to assign titles (e.g., Nutritionist, Nurse, etc.) to appointments versus names		
15.2.1.14	Provide a “pre-registration” process when making an appointment for a new patient		
15.2.1.15	Provide a drop-down list of common notes of what patient must do (e.g., not eating after 10 pm) or bring with them to the appointment		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.1.16	Provide a system prompt when appointment is made to inquire if applicant requires special accommodations such as an interpreter		
15.2.1.17	Identify by day the need for interpreters from appointment and patient records		
15.2.1.18	Provide the ability to print appointment information (e.g., date, time, what patient needs to bring with them, etc.) in English, Spanish and Vietnamese		
15.2.1.19	Provide ability to print the same appointment reminder for multiple addresses		
15.2.1.20	Provide the ability to move appointments from one day or time to another		
15.2.1.21	Allow for block rescheduling of providers (staff). Provide the ability to reschedule a block of appointments, en masse, to another block of time.		
15.2.1.22	Generate reminders for appointments (including no-shows and autodialer) and/or re-certifications inclusive of the appointment date and time, the person whom the appointment is for, the purpose of the appointment, notes of what to do/bring, and if an interpreter is required.		
15.2.1.23	Provide the ability to track multiple reminders in accordance with MSDH business rules		
15.2.1.24	Provide a means to indicate if a client does not want to receive appointment reminders via phone calls or mail (e.g., teen receiving family planning services)		
15.2.1.25	Provide ability to suppress generation of an individual or group of appointment reminders based on specific MSDH criteria		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.1.26	Provide a “no contact” indicator for patients who do not want to be contacted		
15.2.1.27	Provide the ability to record, track, and automatically generate a file for autodial reminders to “no show” patients/missed appointments		
15.2.1.28	Provide a user-built calendar with flexible appointment intervals		
15.2.1.29	Calendar building should include staff availability		
15.2.1.30	Copy calendar to another day/week/month; copy calendar to another hour and staff person (if scheduling is specific to staff)		
15.2.1.31	Link family member appointments, including common data entry on specific fields for family members		
15.2.1.32	Prompt user for upcoming or due patient events, when scheduling appointments. Incorporate security controls to prevent the display of sensitive appointments (e.g., HIV)		
15.2.1.33	Provide a method for scheduling an appointment at any MSDH clinic from any MSDH clinic		
15.2.1.34	Display the appointment schedule availability and workload for a particular clinic, day, time, week, month and appointment type to aid staff in confirming appointment time slot availability.		
15.2.1.35	Display patient’s appointment schedule to aid staff in confirming that the schedule has been recorded accurately.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.1.36	Generate a daily appointment list by provider or clinic that includes time, patient name, phone number, code, an optional comment field, family ID, language flag, staff, appointment type, contact status (yes/no), message, and sort/print options (e.g., by day and time, by day and provider, by day and alpha listing of patients)		
15.2.1.37	Include ability to customize the appointment reminder by adding common notes.		
15.2.1.38	Allow for system calculated return visit date based on protocol and suggested appointment date. Display reminders of mandatory timeframes for processing standards whenever the user goes over the applicable timeframe. Notify user of the latest certification appointment date that is within processing standards for all new applicants. Search for next available appointment by type after a starting date is selected, allowing for override if no appointment is available within the processing standards.		
15.2.1.39	Maintain a patient's appointment history but also be able to view only active appointments		
15.2.1.40	Concurrently schedule appointments for multiple family members.		
15.2.1.41	Using alerts, identify potential duplicate appointments for a patient or family		
15.2.1.42	Show graphical representation of the appointment calendar including all available openings to aid in the finding the best appointment times for a patient		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.1.43	Prevent scheduling of appointments prior to the current date		
15.2.1.44	If the death indicator is marked, cancel all reminder notices and future appointments		
15.2.1.45	Provide the ability to schedule patient for multiple providers during the same encounter		
15.2.1.46	Provide the ability to block/unblock appointments without changing the template		
15.2.1.47	Provide the ability to overbook appointment time with limits and override only by authorized user		
15.2.1.48	Based on MSDH business rules, automatically reschedule a missed appointment and code the new appointment as a “rescheduled appointment by resource”		
15.2.1.49	Provide the ability to define appointment type.		
15.2.1.50	Reports		
15.2.1.50.1	Display and print the appointment schedule availability for a particular clinic, day, time, and appointment type to aid staff in confirming appointment time slot availability.		
15.2.1.50.2	Lists upcoming appointments for use by staff in order to schedule resources appropriately.		
15.2.1.50.3	Provides mailing labels through on demand selection of individual mailing labels or day’s appointment labels		
15.2.1.50.4	List of patients who missed their appointment.		
15.2.1.50.5	Track and monitor staff resources for clinics		
15.2.1.50.6	List of walk-ins daily		
15.2.2	<b>CF#2 - Common Registration Interface</b>		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.2.1	Provide unique patient IDs		
15.2.2.2	Provide the ability to create and update patient record in system including records for non-MSDH patients that are submitted by outside sources		
15.2.2.3	Provide the ability to capture hospital code and hospital name		
15.2.2.4	Provide integrated online access to insurance eligibility status (i.e., Medicaid, CHIP, Medicare, private insurance, etc.)		
15.2.2.5	Provide a means to deactivate and reactivate patient records		
15.2.2.6	Provide document scanning functionality		
15.2.2.7	Provide ability to capture photo id		
15.2.2.8	Provide the ability to retrieve or display patient records by selected variables as defined by MSDH business rules (e.g., SSN, patient ID, family ID, patient name, date of birth, county of residence)		
15.2.2.9	Provide family/group ID to link family member patients, with the ability to link, unlink, and re-link family members (e.g., a foster child starts out in its natural family, then becomes a foster child in another family, then is placed back in the home)		
15.2.2.10	Provide the capability to enter notes or comments on a patient's record. Prohibit existing notes from being modified (i.e., user must start a new note) and maintain a history of all notes and authors.		
15.2.2.11	Provide flags on initial intake and/or appointment screen alerting the user of the existence of a comment in that record (i.e., service delivery flag, directions to home)		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.2.12	Provide the ability to update the comments in a patient's record		
15.2.2.13	Provide for recording the cultural and language needs of program patients		
15.2.2.14	Record that residency and identity were verified and record the source of verification for each applicant		
15.2.2.15	Provide for tracking of multiple births		
15.2.2.16	Provide a record indicator that a child is in foster care system or other DHS supervision		
15.2.2.17	Provide for the ability to enter and track demographic information of patients		
15.2.2.18	Provide the ability to record multiple races for a patient		
15.2.2.19	Provide the ability to capture ethnic origin in addition to race		
15.2.2.20	Provide a system prompt for verifying homeless status for those identified as homeless, (i.e., asking the applicant to describe their fixed night time location)		
15.2.2.21	Provide verification of patient's death status utilizing the Vital Records database prior to generating any external correspondence (e.g., reminders, notices, letters, etc.)		
15.2.2.22	Provide for a means to generate patient's forms, lab slips, etc. during a patient's appointment (printing labels to be attached to forms, printing forms with the pertinent patient identifying data, or producing bar codes for specific patient's forms)		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.2.23	Provide the ability to record and track household size		
15.2.2.24	Provide the ability to record SSN or generate a number (including alpha characters) if not available		
15.2.2.25	Provide income calculator showing sources of income and amount		
15.2.2.26	Income is defined as gross income before any deductions. The only exception to using gross income is using net income for farm and other types of self-employment. The system will prompt to assist in income calculation for self-employed.		
15.2.2.27	Provide the ability to calculate income eligibility using the following scenarios: monthly, bi-weekly, bi-monthly, weekly, annually. Provide the ability for the user to select the calculated amount which benefits the client.		
15.2.2.28	Automatic ineligibility determination or termination from a program in the absence of residence, identification or income documentation after more than one month. Provide an exception for patients categorized as homeless.		
15.2.2.29	Record multiple sources of income by multiple time periods possible and calculate and record household gross monthly or yearly income. Clinic staff must be able to enter the income as reported on pay stubs for weekly, bi-weekly, bi-monthly, monthly or annually. Income totals will be compared to the appropriate federal poverty guideline table.		
15.2.2.30	Provide for comment field(s) with controlled access		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.2.31	Print excuse form for school or work (patient name, date, time,)		
15.2.2.32	Provide system prompts when changing demographic information offering choices on related fields (e.g., should notices be sent?)		
15.2.2.33	Automatic duplication prevention and correction		
15.2.2.34.1	Allow for automatic checking for duplicate records		
15.2.2.34.2	Flag potential duplicate records (e.g., if the SSN is already in the system, if the patient name is similar and birth date matches, etc.)		
15.2.2.34.3	Provide the ability to resolve duplicate records according to MSDH business rules (e.g., delete, inactivate, merge, etc.)		
15.2.2.34	Create and maintain patient records accessible by system users within the system		
15.2.2.35	Provide ability to update information in patient's record		
15.2.2.36	Provide ability to maintain patient's previous data (e.g., previous address)		
15.2.2.37	Provide a history of addresses for contacts while maintaining MSDH confidentiality policies		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.2.38	Maintain and provide viewing capability of historical record of patient information		
15.2.2.39	Designate/update medical home of patient		
15.2.2.40	Screen and refer patient for other essential services needed		
15.2.3	<b>CF#3 – Patient Encounter Tracking and Care</b>		
15.2.3.1	Track all encounters (i.e., visits) by day, clinic, provider, program area, county of residence and county of treatment		
15.2.3.2	Provide the ability to capture usage statistics based on the following but not limited to Program areas: race, ethnicity (e.g., how many are Child Health appointments, how many are Women’s Health, etc.)		
15.2.3.3	Record interactions with patients that are not encounters for the purpose of time tracking (i.e.: time spent entering data into a patient’s record or another program system)		
15.2.3.4	Edit for correct provider identification according to services provided		
15.2.3.5	Edit for correct diagnosis codes according to services provided		
15.2.3.6	Track multiple provider IDs for multiple services in the same encounter		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.3.7	Provide for entry and tracking of patient's program participation (automatically and with the ability to manually enter or close programs used by individual and/or household).		
15.2.3.8	Provide all system-printed patient notices in English, Spanish, and Vietnamese.		
15.2.3.9	Perform QA verification on services provided based upon MSDH business rules (e.g., medicine interactions, correct dosage according to patient's weight, etc.)		
15.2.3.10	Provide information to assist in care coordination.		
15.2.3.11	Provide the ability to document care coordination for families		
15.2.4	<b>CF#4 – Billing</b>		
15.2.4.1	Record and track all financial records (e.g., billing, payments, adjustments, transfers, write-offs, etc.)		
15.2.4.2	Track all payments due, received and outstanding, by household, patient, date, pay source, clinic and service		
15.2.4.3	Track that a patient was seen but not charged (i.e., "no pay" visit)		
15.2.4.4	Provide the ability to bill for pharmacy services. The system must capture the following, but not limited to, pharmacy insurance fields: card number, group number, BIN number, and PCN number.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.4.5	Maintain an electronic accounts receivable module (for patient, program, clinic, county, district, and state levels)		
15.2.4.6	Provide tracking of service and payment history to allow accurate accounts receivable tracking		
15.2.4.7	Provide for accounts receivable reporting capabilities of services provided to patients (inclusive of date of service, date billed, amount due, pay source, billing rates, amount received, date of payment and amount outstanding by payer source)		
15.2.4.8	Maintain and track financial information by programs, by clinic, by counties, by district, by state, by cost center/billing rate, by diagnosis, and by provider		
15.2.4.9	Track historical Medicare/Medicaid rates		
15.2.4.10	Provide the ability to bill Medicaid for infants who do not have a Medicaid number and/or create a suspense file of records until the Medicaid number can be found for the infant		
15.2.4.11	Determine pay sources and priority for each patient. Bill appropriate payer for services and bill them in accordance with their timely filing limit requirements. Payers may include Medicare, Medicare managed care plans, Medicaid, Medicaid managed care plans, state programs, private insurance, CHIP, and self pay (guarantor)		
15.2.4.12	Provide ability to hold balance, pending other pay source's payment		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.4.13	Allow for the ability to produce paper claims (not within the electronic payment system) as needed on an exception basis		
15.2.4.14	Ensure that correct charges are recorded based on the specific services provided during an encounter		
15.2.4.15	Provide access to billing data online and real time		
15.2.4.16	Provide the ability to store and retrieve billing and financial records		
15.2.4.17	Provide the ability to add or modify/edit billing criteria		
15.2.4.18	Provide the ability to view all pay sources and to prioritize pay sources accordingly, however maintain the ability to change pay source priority as needed		
15.2.4.19	Provide the ability to track what payment portions are allocated to which payers when more than one payer is responsible for services		
15.2.4.20	Provide ability to re-bill claims by either individual charges, up to 9 at one time, or total bill (with access controls)		
15.2.4.21	Track and reconcile re-billed invoices and specific items within the invoice		
15.2.4.22	Provide for the capability to bill for prior services rendered		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.4.23	Provide ability to bill previously entered charges to a new pay source when necessary		
15.2.4.24	At end of patient's visit, display the expected balances due by pay source. These expected balances should also print on the patient's receipt.		
15.2.4.25	Allow for the ability to write off patient balance (with access controls)		
15.2.4.26	Provide ability to link procedure code to billing provider number		
15.2.4.27	Provide for charges to be linked to service codes		
15.2.4.28	Enable a charge entry to be entered for non-routine services with no service code (e.g. cholesterol check for a family planning patient)		
15.2.4.29	Provide capability to bill different pay sources and different plan groups with different codes and amounts		
15.2.4.30	Record and track patient's private insurance information, if applicable		
15.2.4.31	Provide the ability to accommodate changes to insurance numbers and patient fields (i.e., field expansion, minimum of 17 characters for policy number and minimum of 12 characters for group number)		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.4.32	Provide guarantor billing capabilities		
15.2.4.33	Automatically reassign charges associated with updated insurance information		
15.2.4.34	Be able to update payer/insurance information		
15.2.4.35	Provide the capability to insert and transmit the transaction control number (TCN) electronically (payments and rejections)		
15.2.4.36	Track initial TCN rejection codes		
15.2.4.37	Provide ability to purge and archive patient's financial information		
15.2.4.38	Provide the ability to enter and track denials from insurance, Medicaid, Medicare, and CHIP, including the reason for denial and the CPT code that was used		
15.2.4.39	Provide ability to enter names and other information needed for plan codes and plan groups		
15.2.4.40	Allow the capability to change plan codes as needed		
15.2.4.41	Provide automatic determination of payment responsibility		
15.2.4.42	Automatically roll over and complete billing of remaining balance to next responsible party		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.4.43	Provide the ability to reverse charges and payments		
15.2.4.44	Provide the ability to review all pay sources at one time		
15.2.4.45	The system must provide the ability to prevent a cash payment for an allowable charge when a third party pay source is available		
15.2.4.46	Edit to assure billing is completed based on established criteria		
15.2.4.47	Edit to assure that no duplicate billing occurs		
15.2.4.48	Assign fee(s) based on program requirements		
15.2.4.49	Generate invoices for third party billing		
15.2.4.50	Generate invoices for patients with outstanding balances		
15.2.4.51	Print receipts (at time of service or later and be able to print duplicates)		
15.2.4.52	Restrict billing according to established criteria (e.g., PHRM case management once per month)		
15.2.4.53	Display payments by service, date of service, date of invoice, date of remittance advice, and the pay source		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.4.54	Automatically bill correct administration charge for immunizations given		
15.2.4.55	Provide for ability to link procedures to a specific provider		
15.2.4.56	Provide for ability to age accounts receivable so that appropriate notices can be sent out for payment		
15.2.4.57	Electronically record payments/rejections and also have the capability to make manual payment entries		
15.2.4.58	Provide for ability to post “take back” payments		
15.2.4.59	Provide for ability to make adjustments of charges and payments in the clinic application for groups of patients without having to open individual patient records (an example of mass posting of this is when a reimbursement rate from Medicaid changes and lots of people will have a change to their accounts)		
15.2.4.60	Maintain ability to view the descriptions of codes in the system on screen		
15.2.4.61	Maintain report of third party payment codes		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.4.62	Provide the ability to update rate changes or other tables as needed (e.g., Medicaid rates or sliding fee scale linked with poverty guidelines)		
15.2.4.63	Provide the ability to show the patient an itemized statement that shows the fee schedule and the “discount” for their fee		
15.2.4.64	Provide for ability to track services provided to a group of patients without recording individual patient names (e.g., when flu shots are given at a nursing home.)		
15.2.4.65	Provide system capabilities to identify which codes may/may not be billed more than once/month		
15.2.4.66	Provide for ability to browse a batch of claims to check for errors		
15.2.4.67	Provide for the ability to develop patient payment plans		
15.2.4.68	Calculate fees based on reported income and procedure codes (i.e., sliding fee scale)		
15.2.4.69	Provide financial audit reports including report of daily billing		
15.2.4.70	Provide end of day cash reconciliation reports		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.4.71	Provide financial/billing error reports		
15.2.4.72	Provide report of all claims to and payments received or payments rejected by pay source by specified time periods and/or criteria		
15.2.4.73	Generate accounts receivables reports by clinic, by time frame, by program and by pay source		
15.2.4.74	Generate a billing exception report		
15.2.4.75	Generate a financial audit report which shows entries made in a specified time frame (e.g., things done the day before)		
15.2.4.76	Track information by sliding fee scale pay categories by program by cost centers/billing rates specific to clinic, county, district and state		
15.2.4.77	Provide the ability to track aggregate data (by provider, clinic, county, district, program, and state)		
15.2.4.78	Provide proper internal controls for cash handling per MSDH business rules		
15.2.4.79	Provide the ability to produce earnings report information by transaction code and program		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.4.80	Provide the ability to re-bill multi-procedure bills simultaneously		
15.2.4.81	Provide ability to identify individual charges that were previously re-billed		
15.2.4.82	Edit for appropriate procedure for service type		
15.2.4.83	Edit for appropriate procedure codes for billing (age, gender, insurance coverage, etc.)		
15.2.4.84	Edit for appropriate diagnosis code for selected procedure		
15.2.4.85	Provide ability to enter units for therapy billing (PT, OT, etc.)		
15.2.4.86	Provide the ability to produce earnings report information by transaction code and program		
15.2.4.87	Provide the ability to capture dental insurances and bill for dental services.		
15.2.5	<b>CF#5 – Patient Eligibility</b>		
15.2.5.1	Determine eligibility for services, based on business rules determined by each program area such as income, age, and health conditions		
15.2.5.2	Ensure that Medicaid requirements are met when providing services		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.5.3	Provide for on-line eligibility verification for CHIP, Medicare, Medicaid, private insurance, other fiscal agents or other program eligibility status (food stamps, TANF, etc.)		
15.2.5.4	Prompt user to generate a notification of MSDH program eligibility and ineligibility		
15.2.5.5	Provide archiving of electronic record when patient “ages out” based on program and provide prompts to move charts to storage based on MSDH records retention policies.		
15.2.6	<b>CF#6 - Lab specimen and result tracking</b>		
15.2.6.1	Provide the ability to enter and submit laboratory requests, generate specimen labels, manage these data and report electronic results		
15.2.6.2	Provide for on-line tracking of lab specimens and test results with the state lab		
15.2.6.3	Provide for on line tracking of lab specimens and test results with the other contracted labs and UMMC.		
15.2.6.4	Allow end-users to print shipping manifests for lab tests that includes all requests since the last print.		
15.2.6.5	Provide the ability to support a bidirectional interface that has the ability to receive results back regardless of request.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.6.6	Enable end-user to print specimen label at time of encounter to be placed on specimen. Fields should include, but are not limited to patient id, name, type of test, barcode, and date of collection.		
15.2.6.7	System must allow test orders to be programmed based on the Lab Management System requirements.		
15.2.6.8	System must allow the LIMS staff to design the labels based on the type of test and indicate the type of collection tube.		
15.2.6.9	Vendor must discuss the size and types of labels available and the amount of information available to be added.		
15.2.7	<b>CF#7 – Interfaces</b>		
15.2.7.1	Provide the ability to securely and automatically exchange information using MSDH’s enterprise integration engine, Orion Health Rhapsody Integration Engine.		
15.2.7.2	Provide the ability to import/export data files. (i.e. Head Start, child care licensure, etc.)		
15.2.7.3	Provide the ability to interface with a Billing Vendor.		
15.2.7.4	Provide the ability to export patient/family/household information to other department systems		
15.2.7.5	Provide data files as defined by each Program area for upload to Federal and other state systems.		
15.2.7.6	See additional requirements in Section VII, 17.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.8	<b>CF#8 – Training</b>		
	See requirements in Section VII, 28.		
15.2.9	<b>CF#9 – Reporting</b>		
15.2.9.1	Provide the ability to extract data for analysis and reporting		
15.2.9.2	Provide the ability to generate, store, and share reports		
15.2.9.3	Provide ability to generate aggregate data reports		
15.2.9.4	Provide the ability to extract data for mapping based on latitude and longitude coordinates		
15.2.9.5	Provide for planning and management reporting capabilities at clinic, program, county, district and state levels by provider, date, location and program		
15.2.9.6	Provide the ability to provide summary information of patients seen and services provided by type, by setting (clinic, hospital, rehab facility) and by provider		
15.2.9.7	Provide on screen access to daily, weekly, monthly, quarterly and yearly report information		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.9.8	Allow for the printing of reports when and where requested		
15.2.9.9	Report daily (or other time frame specified) encounters by provider, by clinic, by program, and by transaction code		
15.2.9.10	Provide for standard reporting capabilities for clinic and program management		
15.2.9.11	Provide for ad hoc reporting capabilities for clinic and program management		
15.2.9.12	Provide financial tracking reports by clinic, county, district, state, program and cost center		
15.2.9.13	Provide for accounts receivable reporting capabilities of services provided to patients (inclusive of date of service, date billed, amount due, pay source, billing rate, amount received, date of payment and amount outstanding by payer source)		
15.2.9.14	Provide reports of appointments kept, clinic walk-ins, appointments missed and services provided by clinic, by provider and by program for a specified time period. Calculate and track no-show rates for appointments (by date range and appointment type)		
15.2.9.15	Provide information on reports for management and financial purposes, auditing, quality assurance, and grant writing and to ensure federal requirements are met		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.9.16	Generate reminder reports of follow-ups needed for patients by clinic, county, district, state, and by program.		
15.2.9.17	Provide the ability to support on demand selection of individual mailing label or the day's appointment labels		
15.2.9.18	Provide ability to customize forms (i.e., mailing labels, referral letters, and notices)		
15.2.9.19	Provide the ability to print labels based on user defined parameters		
15.2.9.20	Provide summary of services provided to a patient		
15.2.9.21	Provide display of changes made to a patient's record including by whom the changes were made		
15.2.9.22	Provide reports which list patients by geographical grouping as specified (i.e., county, state, etc.)		
15.2.9.23	Provide ability to list referrals from MSDH to providers, outside agencies, local agency and state agencies		
15.2.9.24	Provide the ability to display the frequency of referrals made and outcomes and referrals from other programs		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.9.25	Provide the ability to print barcodes based on user defined parameters		
15.2.9.26	Display of frequency of referrals made and outcomes and referrals from other programs		
15.2.9.27	Aggregate Health and Social Service Program Referrals Reports		
15.2.9.28	Provide the ability to produce mass mailings (i.e., referrals, notices, etc.).		
15.2.10	<b>CF#10 – Quality Control and Quality Assurance</b>		
15.2.10.1	Provide on screen access to program and patient management policy and procedure manuals		
15.2.10.2	Provide data validation and quality assurance on all fields as they relate to billing		
15.2.10.3	Provide data validation and QA of patient information fields as appropriate		
15.2.11	<b>CF#11 – Web-based Access</b>		
15.2.11.1	Provide Web-based access for internal and external entities to conduct inquiries and searches based upon authorization level		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.11.2	Provide limited web based access granted to the general public, which will give non-identifying statistical aggregate data		
15.2.11.3	Provide the ability to update a record via the Web application based upon authorization level		
15.2.11.4	Provide Web-based access to specified reports for data analysis		
15.2.12	<b>CF#12 – Referrals</b>		
15.2.12.1	Provide the ability to make appropriate referrals to any other MSDH Program and/or private provider		
15.2.12.2	Provide the ability to record and track referrals “Made To” Programs		
15.2.12.3	Provide the ability to record and track referrals “Made From” Programs		
15.2.12.4	Track and display a historical record of referrals for each patient		
15.2.12.5	Maintain a list of specialty providers by program area for referrals for patients		
15.2.12.6	Make and track referrals to hospitals and surgeons for diagnostic procedures for patients with abnormal screening results		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.12.7	Make electronic referrals to appropriate providers for additional screening and diagnostic procedures		
15.2.13	<b>CF#13 – Authorizations and Payments</b>		
15.2.13.1	Track the authorized expenditures by program, by patient, and by county of residence		
15.2.13.2	Provide approval and payment to outside providers who have been approved by a program		
15.2.13.3	Generate “Authorization for Service” request, either electronic or paper		
15.2.13.4	Assure that program is payer of last resort		
15.2.13.5	Receive bills from all screening providers, hospitals, surgeons, labs and radiology group		
15.2.13.6	Track authorization of payments to all screening providers, hospitals, radiology groups, labs and surgeons screening entities		
15.2.13.7	Authorize reimbursement to providers based on CPT codes and approved reimbursement rates		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.13.8	Track authorization for payment, invoices and payment to private providers for screening and diagnostic services (maintain history file)		
15.2.13.9	Display history of authorization, invoicing and payment activities by provider, date and other user selected criteria		
15.2.13.10	Provide on-line access to billing and payment status to providers		
15.2.14	<b>CF# 14 – Patient Education</b>		
15.2.14.1	Provide the ability to print program specific educational materials in English, Spanish or Vietnamese		
15.2.14.2	Provide educational prompts by program risk factors, etc.		
15.2.14.3	Maintain history of educational materials and/or services provided		
15.2.14.4	Provide a summary report of education contacts offered/kept by Program (i.e., WIC nutrition, Oral Health, STDs, etc.) and by type (e.g., class or individual)		
15.2.14.5	Provide a record indicator if educational materials are recommended for the program area(s) to which the patient is registered		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.14.6	Provide summary data on education contacts (e.g., who received education contact, type of contact, date and location of contact, provider of the education, and percentage of attendance to scheduled)		
15.2.14.7	Print daily schedule of education classes and/or individual counseling sessions scheduled and location of the classes/sessions		
15.2.15	<b>CF# 15 – Case Management</b>		
15.2.15.1	Provide the ability to refer case management activities to a variety of different MSDH programs and assign cases to specific providers		
15.2.15.2	Provide the ability to access each patient’s management activities across programs		
15.2.15.3	Provide the ability to schedule case management tasks		
15.2.15.4	Provide the ability to view and print daily caseload management activities		
15.2.15.5	Provide assigned caseload management information, including both current and historical		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.15.6	Provide caseload management information by provider, program, clinic, county and district. The information should be available both online and on reports and should be available monthly and on request		
15.2.16	<b>CF#16– Operations Management</b>		
15.2.16.1	Upon request, calculate local agency/clinic factors such as no-show rate and staff to patient ratio for clinic and local agency monitoring and management information		
15.2.16.2	Track staff time allocation:		
15.2.16.2.1	Retrieve number of staff, time and space information on local agency and clinics		
15.2.16.2.2	Retrieve data on number of patients served		
15.2.16.2.3	Retrieve no show data		
15.2.16.2.4	Calculate staff-to-patient		
15.2.16.2.5	Calculate no-show rates		
15.2.16.2.6	Prepare analysis report by local agency/clinic of patient to staff type		
15.2.17	<b>CF#17 - Provider Reimbursement</b>		
15.2.17.1	Manage outside provider information concerning all outside provider transactions.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.2.17.2	Allow information about an outside provider to be displayed all in one simple screen. The information should include contact information, transaction histories and balances.		
15.2.17.3	Find and follow-up on past-due accounts and display contact information and complete transaction history for any outside provider.		
15.2.17.4	Manage payments received and refunds received and apply outside provider payments, including amounts that don't match invoices. If an outside provider overpays, provide the ability to choose between refunding the overpayment or applying the overpayment toward future invoice. If an outside provider underpays, provide the ability to choose between keeping track of what the outside provider owes or writing off the remaining balance. Onscreen reminders must help to ensure that overpayments, underpayments, and discounts are handled correctly.		
15.2.17.5	Track and calculate invoices as they relate to the number of tests performed for a particular outside provider. Provides the ability to E-Mail invoices as PDF files.		
15.2.17.6	Provide the ability to reconcile each invoice and "undo" a reconciliation for any invoice or outside provider.		
15.2.17.7	Provide amount collected and amount outstanding by outside provider by date.		
15.2.17.8	Automatic generation of past due notices.		
15.3	<b>Program Specific Functions (PS)</b>		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
	<b>Children's Health</b>		
	<b>PS#1 – Children's Medical Program (CMP)</b>		
	<b>PS#2 – Early Intervention (First Steps)</b>		
	<b>Women's Health</b>		
	<b>PS#3 – Breast and Cervical Cancer Early Detection Program</b>		
	<b>PS#4 – Comprehensive Reproductive Health</b>		
	<b>PS#5 – Maternity</b>		
	<b>PS#6 – Prenatal High Risk Management/Infant Services System (PHRM/ISS)</b>		
	<b>Oral Health – PS#7</b>		
	<b>Pregnancy Risk Assessment Monitoring System – PS#8</b>		
15.3.1	<b>PS#1 – Children's Medical Program</b>		
15.3.1.1	Provide program planning and management reports		
15.3.1.2	Provide automatic reminder notices to patients to renew application to the CMP program on an annual basis		
15.3.1.3	Provide the ability to maintain and update multiple fee schedules by CMP patient and category (e.g., severity of diagnosis)		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.3.2	<b>PS#2 – Early Intervention (First Steps)</b>		
15.3.2.1	Track the delays of each eligible child		
15.3.2.2	Comply with the Family Education Requirement and Protection Act (FERPA)		
15.3.3	<b>PS#3 – Breast and Cervical Cancer Early Detection Program</b>		
15.3.3.1	Contract management with screening providers including MSDH field offices, community health centers, and private providers		
15.3.3.2	Initial screening with screening providers and hospitals		
15.3.3.3	Collect and track screening and diagnostic results and provide alert(s) to program areas		
15.3.3.4	Identify follow up procedures for patients with abnormal screening results		
15.3.3.5	Provide for manual data entry and editing of Screening Intake (including results) by Community Health Clinics, MSDH field and central offices, and private providers		
15.3.3.6	Determine eligibility for participation in BCCP based on selected program criteria		
15.3.3.7	Provide the ability to accept additional patient information electronically (screening and diagnostic results) from contracted providers		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.3.3.8	Generate patients' reminders to return to screening/diagnostic services provider		
15.3.3.9	Generate reminder to providers regarding specific patients		
15.3.3.10	Generate and transfer data electronically with CDC, including MDE (data elements identified in CaST System Manuals)		
15.3.3.11	Allow all authorized providers access to recommended follow-up information		
15.3.4	<b>PS#4 – Comprehensive Reproductive Health</b>		
15.3.4.1	etermine eligibility for Comprehensive Reproductive Health Program financial benefits		
15.3.4.2	Generate Medicaid Family Planning Waiver application from data in system		
15.3.4.3	Record and store all contraceptive method(s) received at each visit (i.e., multiple types of contraception may be provided to a client in a given visit)		
15.3.4.4	Maintain history record of contraceptives utilized (allow multiple methods at each visit)		
15.3.4.5	Support annual record review of Community Health Centers		
15.3.4.6	Generate report on the number of Pap tests		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.3.5	<b>PS#5 – Maternity</b>		
15.3.5.1	Interface with UMC, MPHL lab, the state pharmacy and Medicaid		
15.3.6	<b>PS#6 – Prenatal High Risk Management, Infant Services System (PHRM/ISS)</b>		
15.3.6.1	Capture screening information of prenatal patients for entry into PHRM/ISS including the risk factor that screened the client positive for the program		
15.3.6.2	Accept electronic referrals to PHRM from private providers and other entities for screening including negative or positive screening results		
15.3.6.3	Track enrollees through their enrollment period, checking for time sensitive case management "milestones", (e.g., development of care plan), appointments for which they were scheduled		
15.3.7	<b>PS# 7 – Oral Health Assessments</b>		
15.3.7.1	Track the percent of individuals served by preventive dental care at all MSDH clinics		
15.3.7.2	Track the preventive dental procedures and services that are rendered at all MSDH clinics and remote locations such as schools and headstarts.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
15.3.7.3	Provide dental charting and recording capabilities as referenced in Exhibit B, SEALS Child-Level Data Collection Form.		
15.3.7.4	Provide the ability to upload data to PIMS from a hand-held device		
15.3.7.5	Provide the ability to download schedule data from PIMS to a hand-held device		
15.3.7.6	Integrate with the existing MSDH Oral Health Screening web-based application		
15.3.8	<b>PS# 8 – Pregnancy Risk Assessment Monitoring System (PRAMS)</b>		
15.3.8.1	Generate sample size batches based on MSDH business rules to prepare to mail surveys		
<b>16</b>	<b>EHR Requirements</b>		
<b>16.1</b>	<b>General</b>		
	<b>The proposed solution must include the functionality described in Section VII.16 EHR Requirements including the functionality described in the PHI Business Processes.</b>		
16.1.1	The system must support both a total paperless function and a hybrid function, where the contents of the electronic record can be printed for inclusion in the paper chart.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.1.2	The system must interface with a variety of digital and analog dictation systems (state devices).		
16.1.3	The system must date and time stamps all entries.		
16.1.4	The system must include automatic translation of codes to data. For example:		
	a. ICD-9-CM		
	b. DSM-IV		
	c. CDT		
	d. CPT		
	e. ICD-10		
	f. SNOMED CT		
	g. NDC		
16.1.4.1	The system must be capable of transitioning applicable specifications from ICD-9 to ICD-10.		
16.1.5	The system must include support and updates for the above vocabularies.		
16.1.6	The system supports user defined vocabularies, and allows for updates and enhancements of such vocabularies.		
16.1.7	The system must support the HIPAA Standards for Electronic Transactions.		
16.1.8	The system must support the integration of third party coding programs.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.1.9	The system must include extensive error checking of all user input data, including, but not limited to:		
16.1.9.1	ICD-9 (Check diagnosis against gender, age, other as necessary)		
16.1.9.2	ICD-9 procedure checking against diagnosis		
16.1.9.3	Extensive date checking for validity as well as ensuring a valid chronological order of events (dx before treatment, scheduling after birth, etc.).		
16.1.10	The system must include SNOMED CT as the integrated standard nomenclature of clinical terms.		
<b>Public Health Informatics (PHI) Business Processes</b>			
16.1.11	Provide a stable and highly available environment		
16.1.12	Provide a user friendly interface that is consistent throughout the system		
16.1.13	Support multiple versions of interchange standards		
16.1.14	Incorporate clinical data and documentation from external sources and maintain content as originally received as required		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.1.15	Allow export of data from EHR to personal health record, web portal, other providers, financial systems, etc.		
16.1.16	Provide patients with access to electronic health record through web portal, kiosks, etc.		
16.1.17	Support integrated patient care including collaborative care and case management across different healthcare settings		
16.1.18	Provide the ability to use registry services and directories to identify patients, providers, payers, health plans, etc.		
16.1.19	Generate and assign unique record numbers		
16.1.20	Enable flexible search criteria for accessing transactions		
16.1.21	Support multiple languages		
16.1.22	Generate and print forms		
16.1.23	Support access through mobile technology		
16.1.24	Capture electronic signatures		
16.1.25	Provide ability to scan documents (e.g., consent forms, insurance/eligibility documentation, and proof of identity) and link to client or patient record		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.1.26	Maintain patient record, notes, and results in chronological order		
16.1.27	Provide support for different types of data and associated units and precision		
16.1.28	Allow the creation, retrieving, updating & reporting of structured and unstructured data		
16.1.29	Apply changes in terminology to all new clinical content		
16.1.30	Support management of business rules		
16.1.31	Provide the ability to create, import, or modify decision or diagnostic support rules		
16.1.32	Trigger billing system/procedures		
16.1.33	Capture ICD9/ICD10 and procedure codes		
16.2	<b>Demographics / Care Management</b>		
16.2.1	The system must support the Continuity of Care Record, HITSP standard.		
16.2.2	The system must identify and maintain a single patient record for each patient.		
16.2.3	The system must support a user verifiable record merge function.		
16.2.4	The system must support purging of incomplete or partial records (i.e. those created by auto population from the practice management system but for which no clinical data exists).		
16.2.5	The system must capture and maintains demographic information. Where appropriate, the data should be clinically relevant, reportable, and traceable over time.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.2.6	The system must create and maintain patient-specific summary lists that are structured and coded where appropriate.		
16.2.7	The system must capture patient and family care preferences at the point of care.		
16.2.8	The system has the capability of importing patient demographic data via HL7 interface from an existing Practice Management System, Patient Registration System, or other systems as identified. Of specific interest, are the following data:		
16.2.8.1	Race		
16.2.8.2	Ethnic Group		
16.2.8.3	Housing Status		
16.2.8.4	Migrant Farm Worker Status		
16.2.9	The system must provide the capability to import/create, review, update, and delete patient demographic information as well as other non-clinical information from the patient record in both PMS and EHR.		
16.2.10	The system must capture permanent patient address.		
16.2.11	The system must capture temporary patient addresses.		
16.2.12	The system must provide a system prompt at the time of recording or updating patient demographic information to obtain signature, relationship and data acknowledging receipt of the agency privacy policy at initial registration and annually as defined by MSDH business rules.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.3	<b>Patient History</b>		
16.3.1	The system must allow the capture, review, and management of medical procedural/OB/surgical, oral health, social, and family history, including the capture of pertinent positive and negative histories, and patient-reported or externally available patient clinical history (includes birth history, dietary/nutrition history, immunization history, allergy and developmental history for children and behavioral health history for adolescents).		
16.3.2	For each new patient, the system must capture and store user defined risk factors. For example:		
16.3.2.1	History of STDs or STIs		
16.3.2.2	Sickle cell status		
16.3.2.3	TB Status		
16.3.2.4	Tobacco use and history including number of years and packs per day (PPD)		
16.3.2.5	Alcohol use, history		
16.3.2.6	Drug use, history		
16.3.2.7	Occupational Environment		
16.3.2.8	Living/Residential Environment		
16.3.3	For each new patient, the system must capture and store the following social history elements:		
16.3.3.1	The system allows the tracking of domestic partners as well as married couples.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.3.3.2	Occupation		
16.3.3.3	Religious preference		
16.3.3.4	Socioeconomic status		
16.3.3.5	Native language		
16.3.3.6	Translator needed (Y/N)		
16.3.3.7	Education		
16.3.3.8	Housing Status		
16.3.3.9	Disabilities		
16.3.4	The system must provide the capability to import patient health history data, including obstetrical history data, from an existing system.		
16.3.5	The system must document hospitalization and emergency department data including:		
16.3.5.1	Admission and Discharge dates for all type of hospitalizations (i.e. behavioral health, substance abuse, physical rehabilitation etc.)		
16.3.5.2	Chief complaint		
16.3.5.3	Admitting diagnosis / Other diagnoses		
16.3.5.4	Procedures performed		
16.3.5.5	Discharge summary		
16.3.5.6	Discharge disposition		
16.3.5.7	Emergency room visit and discharge date(s)		
16.3.6	The system must document all existing allergies and interactions, such as:		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.3.6.1	Drug		
16.3.6.2	Food		
16.3.6.3	Drug-food plus other (e.g., bee sting, environmental allergies)		
16.3.7	The system must provide the capability of linking or grouping records of other family members on file.		
16.3.8	The system must provide the capability to capture and store genograms		
16.3.9	The system must collect and store family history, including, but not limited to:		
16.3.9.1	History of chronic diseases, including age, date of diagnosis		
16.3.9.2	Disease status		
16.3.9.3	Family member functional status		
16.3.9.4	If deceased: age, date and cause of death		
16.3.10	The system must present a chronological, filterable, and comprehensive review of patient's EHR, which may be summarized, subject to privacy and confidentiality requirements.		
16.3.11	The system must capture and explicitly label patient-provided and patient-entered clinical data and supports provider authentication for inclusion in patient history.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.3.12	The system must provide the ability to process patient transfers. The clinic receiving an in-state patient from another Mississippi clinic must be able to initiate a patient transfer to have the patient's medical records mailed to the receiving clinic		
<b>16.4</b>	<b>Current Health Data, Encounters, Health Risk Appraisal</b>		
16.4.1	The system must include a combination of system default, provider customizable, and provider-defined and reusable templates for data capture.		
16.4.2	The system must obtain test results from laboratory, radiology / imaging, or other equipment or technology related procedures and other clinical documents and notes via standard HL7 interface.		
16.4.3	The system must provide the capability to incorporate clinical documentation from external sources.		
16.4.4	The system must provide the capability to capture and monitor patient health risk factors in a standard format.		
16.4.5	The system must display encounter data using a problem-oriented format.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.6	The system must support online completion of the Health Survey (SF-36 – Health Status Measures) or similar measure for measuring health status and outcomes.		
16.4.7	The system must support the capture, graphic display and plotting of forms requiring graphic representation.		
16.4.8	The system must provide the capability of reproducing and displaying a variety of end user patient and treatment forms.		
16.4.9	The system must provide the capability to update other portions of the record with captured vital signs data. At minimum, the system collects:		
16.4.9.1	Height		
16.4.9.2	Weight		
16.4.9.3	Pulse		
16.4.9.4	Respiratory rate		
16.4.9.5	Blood pressure (including multiples)		
16.4.9.6	Different position blood pressure		
16.4.9.7	Oximetry (with FiO2 identifier)		
16.4.9.8	Pain		
16.4.9.9	BMI (calculated)		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.9.10	Visual Acuity (corrected / uncorrected)(red/green determination)		
16.4.9.11	Audiology screening		
16.4.9.12	Temperature		
16.4.9.13	Other		
16.4.10	The system must incorporate one or more accepted measure of functional level. (e.g., GAF)		
16.4.11	The system must support at least one standard health status measure.		
16.4.12	The system must provide the capability to import/create, review, update, and amend health data (objective and subjective) regarding the patient's current health status, including (as applicable):		
16.4.12.1	Chief complaint		
16.4.12.2	Onset of symptoms		
16.4.12.3	Injury mechanism		
16.4.12.4	Physical examination findings		
16.4.12.5	Psychological and social assessment findings		
6.4.13	The system must provide a flexible mechanism for retrieval of encounter information that can be organized in variety of 'views'. For example:		
16.4.13.1	By name (last, first; first, last; etc.)		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.13.2	By date of birth		
16.4.13.3	Chronological by encounter date		
16.4.13.4	By diagnosis		
16.4.13.5	By diagnosis type		
16.4.13.6	By chart number		
16.4.13.7	By family group / linkage		
16.4.13.8	By county/clinic		
16.4.14	The system must provide a flexible, user modifiable, search mechanism for retrieval of information captured during encounter documentation.		
16.4.15	The system must provide a mechanism to capture, review, or amend history of current illness.		
16.4.16	The system must ensure dynamic documentation during the encounter complying with all standard coding rules.		
16.4.17	The system must enable the origination, documentation, and tracking of referrals between care providers or healthcare organizations, including clinical and administrative details of the referral.		
16.4.18	The system must provide the capability to evaluate referrals within the context of the patient's clinical data.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.19	The system must capture the following referral information:		
16.4.19.1	Referral type (Reason for referral)		
16.4.19.2	Date Referred		
16.4.19.3	Reason		
16.4.19.4	Referring Provider		
16.4.19.5	Referred to Provider		
16.4.19.6	Payer		
16.4.19.7	Referral Appointment Date		
16.4.20	The system must track consultations and referrals.		
16.4.21	The system must provide the capability of printing consultations / referrals forms.		
	<b>PHI Business Processes</b>		
	Identify Variation in Referrals		
16.4.22	Allow user to define baseline/threshold for variations in referrals/reports		
16.4.23	Maintain and display historical referral data: numbers, types, etc.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.24	Alert appropriate individuals when referrals reach user-defined thresholds, time intervals, etc.		
16.4.25	Allow user to edit distribution of notifications		
16.4.26	Provide ability to query referral history by user-defined criteria (e.g. client, referral source, case manager, date, etc.)		
	Analyze Issue/Information		
16.4.27	Print/display report of referrals		
16.4.28	Support analysis of case manager case load, availability, and utilization		
16.4.29	Provide ability to set thresholds for utilization by user-defined criteria (e.g., disease/outbreak)		
16.4.30	Alert appropriate individuals when case manager utilization meets threshold limits		
16.4.31	Compare current referral/report rates against historical rates to identify trends		
16.4.32	Allow user to enter details of local event with search functionality		
16.4.33	Support geographic trending to identify clusters		
	Develop Recruiting Plan		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.34	Propose target population for recruitment based on referral history		
16.4.35	Suggest referral sources		
16.4.36	Allow user to create recruitment plan		
	Implement Plan		
16.4.37	Display/print recruitment plan report		
16.4.38	Distribute recruitment plan to appropriate individuals		
	Identify At-Risk Individuals		
16.4.39	Import data from external systems including EHRs, surveillance, lab systems, etc.		
16.4.40	Allow user to easily setup or modify screening parameters		
16.4.41	Assign/capture risk information from electronic referrals/reports		
16.4.42	Allow user to filter/sort based on risk		
16.4.43	Support creation/import of case definitions		
16.4.44	Support creation/import of program eligibility requirements		
	Conduct Screening		
16.4.45	Flag clients who meet case definition/eligibility requirements		
16.4.46	Display/print report of eligible clients		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.47	Provide method to contact eligible clients and/or client's associated care provider(s)		
16.4.48	Record status of client contact and document attempts		
	Meet Criteria		
16.4.49	Capture reason for client ineligibility		
16.4.50	Filter/report based on reason for ineligibility		
	Refer Client		
16.4.51	Allow user to initiate referral process		
	Resources Available for Case Management		
16.4.52	Allow user to add client to program or case manager wait list		
16.4.53	Notify client of wait-list status		
16.4.54	Display/print wait-list		
16.4.55	Allow user to manage wait-list		
	Accept Case Management		
16.4.56	Capture reason client declined services		
16.4.57	Initiate Intake		
16.4.58	Allow user to assign client to case manager		
16.4.59	Display/print case load/clients by case manager		
16.4.60	Allow user to schedule client appointment(s) with case manager		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.61	Generate appropriate forms with client information pre-populated		
16.4.62	Route forms to appropriate individuals/clients/case managers for completion		
	<b>Intake</b>		
	Receive Referral/Report/Case Finding		
16.4.63	Provide ability to receive referral/report/case findings electronically		
16.4.64	Capture demographics associated with referral		
16.4.65	Generate referral report based on user-defined criteria		
16.4.66	Allow user to select/sort by referral date, client, provider, referral type, referral source, etc.)		
16.4.67	Query open/active referrals according to user-defined criteria		
16.4.68	Capture household members, contacts, and other potential cases		
16.4.69	Provide ability to send and receive referral/client information (e.g., send copy of referral to primary care provider)		
16.4.70	Alert/display new, open, active referrals		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.71	Allow for de-duplication of referrals		
16.4.72	Assign priority based on referral source, program rules, disease definition/acuity, zipcode, etc.		
	Existing Client		
16.4.73	Match referred client to existing client(s) records		
16.4.74	Provide list of potential record matches		
16.4.75	Identity current status (closed, active, etc.)		
16.4.76	Append new data to existing client record		
16.4.77	Allow user to create new client record		
16.4.78	Alert/flag if matching client record is existing but not active		
16.4.79	Allow user to update status of client		
	Complete Initial Documentation		
16.4.80	Assign unique client record number		
16.4.81	Prohibit assignment of new record number for existing client		
16.4.82	Alert/flag missing information in client record		
16.4.83	Allow designation of mandatory fields to save a record and assign number		
16.4.84	Pre-populate forms with client information; allow manual override		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
	Update/Combine Record		
16.4.85	Allow for de-duplication of client records		
16.4.86	Append referral information into existing client record		
16.4.87	Edit/update record with current client information		
16.4.88	Allow the exchange of client record updates with other systems, including billing		
	Eligible/Resource Available		
16.4.89	Generate case manager caseload report		
16.4.90	Interface with an inventory system to view available inventory		
16.4.91	Provide interoperability with hospitals, clinics, other public health agencies, billable services, labs, etc. in order to exchange patient data, program availability, etc.		
	Refer Client		
16.4.92	Capture client decision to accept/deny offered services or case management		
16.4.93	Capture case manager notes/comments and update record		
16.4.94	Allow case manager to initiate case closure		
	Assign Case		
16.4.95	Generate caseload report to determine recommended staff assignment		
16.4.96	Document staff assignments		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.97	Calculate weighted case assignments (based on geographic locations, specialties, acuity, full-time versus part-time)		
	<b>Close Case</b>		
	Review Care Plan		
16.4.98	Display care plan and client progress as a visual representation or dashboard (e.g. percentage of goal achieved, percent of steps in plan completed)		
16.4.99	Record status changes/outcomes		
16.4.100	Import/receive electronic lab reports, medication administration records, vaccination records, etc.		
16.4.101	Document education received by client		
16.4.102	Flag missing data elements		
16.4.103	Record/display the final disposition of care plan review		
	Continue/Revise Care Plan		
16.4.104	Allow user to edit care plan and document notes to support changes		
	Develop Transition Plan		
16.4.105	Document reason for case closure		
16.4.106	Link to community resources in order to provide client with materials and contact information		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.107	Create/print client letter outlining reason for case closure and next steps		
	Create Closing Summary		
16.4.108	Generate/display/print case closing summary including reason for closure, final disposition, and any other pertinent notes		
16.4.109	Document next steps/expectations		
16.4.110	Document communication or communication attempts with client		
	Sign-Off		
16.4.111	Provide auto-generated queue of case closures pending approval		
16.4.112	Remove closed cases from staff case load		
16.4.113	Notify case manager/supervisor/designated individuals of closed case		
16.4.114	Capture supervisor approval of case closure		
	Update Status		
16.4.115	Allow user to update case status		
16.4.116	Trigger billing system/procedures		
16.4.117	Capture ICD9/ICD10 codes		
16.4.118	Provide ability to reopen a case after closure		
	Notify Referring Agency/Partners		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.119	Generate and route electronically reports and referral summary		
16.4.120	Capture date/time stamp and recipients for notifications		
16.4.121	Support use of agency letterhead		
16.4.122	Allow user to create a customizable note		
16.4.123	Manage referring agency/partner contact information		
	Create Case Closure Letter		
16.4.124	Generate case closure letter for client		
16.4.125	Allow user to edit/print/route letter		
	<b>Refer Client</b>		
	Inquire Available Services		
16.4.126	Connect to external systems to determine availability of services		
16.4.127	Import/create application forms for available services		
16.4.128	Maintain referring agency/partner contact information		
16.4.129	Provide helpful hints area or popups that are context dependent and updateable		
	Provide Information		
16.4.130	Allow user to link to materials from provider or append electronic copies to provider record		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.131	Trigger alerts that information may be out-of-date based on user-defined timelines		
16.4.132	Allow user to initiate request for updated information from providers		
	Offer Available Services		
16.4.133	Display/print detailed description of available service and any required documents		
16.4.134	Display/print hours of service/locations/phone numbers for services		
16.4.135	Display/print specific referral location details including directions, maps bus lines, mass transit, etc.		
	Update Record		
16.4.136	Allow user to update client record with notes including reason for rejection of services		
	Generate Referral		
16.4.137	Allow user to update client information (e.g., demographics)		
16.4.138	Enable the creation, documentation and tracking of referrals/counseling orders including reason for referral, where referred, appointment date and time, clinical and administrative details of the referral, and consents and authorizations for disclosures as required		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.139	Populate forms with client information		
16.4.140	Route referral to appropriate providers/programs/etc.		
16.4.141	Provide ability to attach relevant information to referral		
16.4.142	Allow user to update client record with referral information		
16.4.143	Notify client's associated care provider of referral		
	Provide Services		
16.4.144	Receive confirmation that client accessed services		
16.4.145	Receive summary of services provided, appointment information, and referral results via fax, direct entry, scan, or web interface		
	Follow-up		
16.4.146	Flag referrals that are overdue with no status update or results received		
16.4.147	Provide follow-up reminder for case manager		
16.4.148	Display referral history for each client		
16.4.149	Provide ability to generate referral reports		
16.4.150	Require acknowledgement of receipt of results and completion of review		
16.4.151	Support case conferencing		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
	<b>Patient Registration</b>		
	Patient Sign-in		
16.4.152	Capture patient name and arrival time		
16.4.153	Capture patient's appointment status (scheduled appointment, walk-in)		
	Have appointment?		
16.4.154	Allow user to query appointment schedule by user defined factors (e.g., name, DOB, SSN, etc.)		
16.4.155	Return query with list of possible matches		
16.4.156	Capture appointment status (checked-in, missed, etc.)		
	Refer to ER or Urgent Care Center		
16.4.157	Provide user with list of local facilities for emergencies or urgent care		
	Schedule appointment		
16.4.158	Display appointment schedule by user selected factor (e.g., time slot, appointment type, provider, etc.)		
16.4.159	Provide ability to create and schedule a new appointment		
16.4.160	Capture the complaint, presenting problem or other reason(s) for the visit		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.161	Maintain multiple, separate schedules for providers, service area, etc.		
16.4.162	Provide ability to edit and save existing appointments		
16.4.163	Capture minimum required patient information in appointment		
16.4.164	Provide patient with notification of scheduled appointment		
	Existing patient?		
16.4.165	Allow user to query patient record database to determine if existing patient		
16.4.166	Return query with list of possible patient record matches		
16.4.167	Allow user to select patient and enter into patient record		
	Collect patient demographics		
16.4.168	Validate data real-time (e.g., format checks, completeness, limit checks, etc.)		
16.4.169	Capture data collected from patient in new record including demographics, billing/guarantor information, legal status, consent, etc.)		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.170	Link to other program systems to determine existing program eligibility and coverage information		
16.4.171	Allow propagation of data from existing patient record (e.g., information from parent's record used to register child as new patient (address, guarantor, insurance, etc.))		
16.4.172	Store demographic information separately from clinical data to protect patient identity		
	Establish patient record		
16.4.173	Allow user to create and save a new patient record		
16.4.174	Assign a unique patient identifier		
16.4.175	Alert user before creating new record if a similar record already exists		
16.4.176	Allow user to link unique patient identifiers to indicate family/relationship		
	Pull existing record		
16.4.177	Allow user to view existing patient record from query		
	Review with patient		
16.4.178	Provide ability to edit patient data and save changes		
	Update or prepare any needed forms		
16.4.179	Allow user to select program/visit type		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.180	Provide user with list of required forms based on program/visit type		
16.4.181	Pre-populate form with data from EHR		
16.4.182	Allow user to edit specific fields in form		
	Notify staff that patient is ready		
16.4.183	Create an alert to staff/provider that patient is ready		
16.4.184	Allow user to select or edit alert recipients		
16.4.185	Track patient through service flow		
	Process forms		
16.4.186	Append scanned documents generated during registration to the patient record		
	<b>Clinic Visit</b>		
	Record vitals		
16.4.187	Provide template for recording vitals		
16.4.188	Provide graphical display for comparison or trending		
16.4.189	Highlight and create alert for abnormal vitals		
16.4.190	Provide calculations for typical health measures (e.g., BMI, growth, percent weight gain, etc.)		
16.4.191	Provide conversion between metric and imperial systems		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.192	Capture accurate electronic data directly from medical devices and equipment		
16.4.193	upport updateable order catalog		
	Interview patient and document medical history		
16.4.194	Provide ability to update medical history from previous history or visit		
16.4.195	Provide version control to provide narrative of medical history		
16.4.196	Create alerts for certain health conditions including allergies, adverse drug reactions		
16.4.197	Prompt for program/disease-specific history		
16.4.198	Allow user to update problem list to capture new problems and de-activate problems no longer affecting patient		
16.4.199	Allow user to import medical history from an EHR		
16.4.200	Distinguish between data reported by patient and clinically authenticated data		
	Obtain consent for services		
16.4.201	Store standard consent templates for services/procedures		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.202	Prompt user if additional consent is required for service		
16.4.203	Capture the purposes for which consent was obtained and the associated time frame		
	Perform exam and screenings		
16.4.204	Present current guidelines and established protocols to practitioner		
16.4.205	Provide the ability to create exams/screenings/assessments		
16.4.206	Capture results of exams and screenings		
16.4.207	Provide check boxes for common results (normal, abnormal)		
16.4.208	Allow user to capture comments for all results		
16.4.209	Allow user to edit exams/screenings to capture additional services		
	Lab tests needed?		
16.4.210	Provide recommendations based on protocols		
	Process lab order		
16.4.211	Provide the ability to generate instructions pertinent to the patient for standardized tests/procedures (e.g., fasting)		
	Provide assessment/diagnosis		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.212	Capture diagnosis		
16.4.213	Provide ICD9/ICD10 codes		
16.4.214	Append problem list based on history and exams/screenings		
16.4.215	Support use of standard care plans, guidelines, and/or protocols to manage specific conditions		
16.4.216	Identify, track, and provide alert/notification to indicate variances from standard protocols or care plans		
	Provide preventive health services?		
16.4.217	Generate alerts for preventative services that are due for patient		
	Provide preventive health services		
16.4.218	Link to immunization registries to import/export immunization history		
16.4.219	Allow user to directly enter immunization history into EHR		
16.4.220	Provide user with immunization forecast		
16.4.221	Alert user that immunization is due		
16.4.222	Capture, display and report all immunizations associated with a patient		
16.4.223	Print immunization history in standard template		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.224	Capture screening history		
16.4.225	Display history of all screenings performed with date and results		
16.4.226	Capture PHS education delivered		
16.4.227	Display cumulative history of education delivered		
	Provide education		
16.4.228	Document what education was delivered		
16.4.229	Provide access to educational information relevant to that patient		
16.4.230	Print materials from library		
16.4.231	Suggest educational materials to be provided based on problem list, diagnosis, etc.		
	Medication required?		
16.4.232	Display list of medications		
16.4.233	Flag contraindications, allergies, drug interactions, and other potential adverse reactions when new medications are prescribed		
16.4.234	Auto-populate list of medications from dispense/prescribe orders		
16.4.235	Require mandatory data be completed prior to prescribing		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.236	Calculate and display drug dose options based on patient parameters including age, weight, and diagnostic test results		
16.4.237	Present suggested lab monitoring as necessary for prescribed medication		
16.4.238	Alert potential errors such as wrong patient, drug, dose, route, or time for administration of medication		
16.4.239	Capture allergy, intolerance, and adverse reactions to medications		
	Provide prescription/Administer medication		
16.4.240	Capture critical information: name of medication, dosage, quantity, lot number, date and time administered, provider name, etc.		
16.4.241	Link to inventory system		
16.4.242	Capture allowable refills, DEA or license number, NPI, etc.		
16.4.243	Allow user to e-prescribe or print prescription		
16.4.245	Present to appropriate clinicians the medications that are to be administered to a patient and under what circumstances and permit documentation of administration details.		
16.4.246	Alert providers in real time to potential administration errors such as wrong drug, wrong dose, wrong route, wrong time and patient in support of medication administration management and workflow.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
	Document the visit		
16.4.247	Capture encounter details using direct entry of text; structured data entry (templates, forms, lists); or transcription of dictation		
16.4.248	Access patient information needed to support coding of diagnosis, procedures, billing		
16.4.249	Create summary views or reports of encounter		
16.4.250	Receive and incorporate patient encounter data (e.g., diagnostic tests and reports, lab results, images) from external systems		
16.4.251	Complete billing form		
16.4.252	Provide the ability to link dispersed information for an individual patient		
16.4.253	Allow information mistakenly associated with patient to be associated to the correct patient		
16.4.254	Identify all providers by name and role associated with a specific patient encounter		
	Direct patient to check-out		
16.4.255	Allow user to schedule appointments		
16.4.256	Display charges for visit		
16.4.257	Print receipt		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.258	Accept payments		
16.4.259	Allow user to refund money		
16.4.260	Bill insurance/3rd party/programs for services		
	<b>Patient Follow-up</b>		
	Receive follow-up report		
16.4.261	Track status of all scheduled appointments (checked-in, missed, cancelled, etc.)		
16.4.262	Generate a follow-up report based on user specifications and time period		
16.4.263	Distribute report to appropriate staff		
16.4.264	Allow user to designate and edit list of staff or roles for report distribution		
	Review patient record		
16.4.265	Provide ability to access patient records directly from report		
	Follow-up required?		
16.4.266	Provide ability to document closure and remove patient from follow-up report		
16.4.267	Allow user to edit status of follow-up		
	Attempt patient contact		
16.4.268	Provide a contact method for patient		
16.4.269	Store templates for use in follow-up attempts (email, letter)		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.4.270	Auto-populate fields of template with information from EHR		
16.4.271	Provide ability to delegate/refer follow-up to other staff		
	Contact made?		
16.4.272	Document follow-up attempts to capture method, time, date, result, etc.		
	Reassess needs		
16.4.273	Provide ability to review previous plans/interventions/problems		
16.4.274	Capture notes from reassessment		
	Schedule appointment		
16.4.275	Provide access to the scheduling system		
16.4.276	Allow user to edit/reschedule appointment		
16.4.277	Provide notification to patient of appointment details		
	Update record		
16.4.278	Capture findings and new treatment plan		
16.4.279	Capture referral information		
16.4.280	Indicate if patient care has been transferred to another facility/provider		
<b>16.5</b>	<b>Encounter – Progress Notes</b>		
16.5.1	The system must record progress notes utilizing a combination of system default, provider customizable, and provider-defined templates.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.5.2	The system must provide the capability to automatically update other sections of the record with data entered in the progress note.		
16.5.3	The system must provide the ability for the encounter - progress note template to include space for entering performed and planned procedures. It also must include:		
16.5.3.1	Performed/planned Laboratory procedures		
16.5.3.2	Diagnosis		
16.5.3.3	Goals (provider's and patient's) and follow-up plans including next visit		
16.5.3.4	Medications prescribed		
16.5.3.5	Non-drug prescriptions (e.g. exercise, dietary recommendations/complementary and alternative therapies including massage)		
16.5.3.6	Patient education materials		
16.5.3.7	Consultation/referrals		
16.5.3.8	Patient condition or status		
16.5.4	The system must include a progress note template that is problem oriented and can, at the user's option be linked to either a diagnosis or problem number.		
16.5.5	The system must provide the capability of retrieving encounters by a variety of user-defined parameters.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.5.6	The system must enable standard phrases to be defined/contained in tables and used as pull down menus to reduce the key entry effort.		
16.5.7	The system must enable progress notes to be sorted for viewing in chronological or reverse chronological order by encounter date in relation to the active care plan.		
16.5.8	The system must provide the ability to apply security controls to progress notes to ensure that data cannot be deleted or altered except within the current session and by an authorized user.		
16.5.9	The system must allow strike through capabilities by an authorized user.		
16.5.10	The system must include a medical terminology and pharmaceutical dictionary, as well as a spell checker within the progress notes data entry module.		
16.5.11	The system must support the capability to automatically collect the data elements defined by the associated program guideline or order.		
16.5.12	The system must provide a method to make and track amendments, corrections, and deletions to the EHR while maintaining the integrity of the original (signed) document.		
<b>PHI Business Processes</b>			

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
	Case Assigned		
16.5.13	Notify case manager of assigned case		
16.5.14	Flag case/client as "high risk" based on user-defined criteria		
16.5.15	Display caseload using user-defined filter/sort criteria		
16.5.16	Generate/display/print caseload summary by case manager		
16.5.17	Generate/display/print caseload detail by client		
16.5.18	Allow user to edit case manager assignment with supervisor approval		
16.5.19	Allow system administrator to limit access to client files based on user, role, or other user-defined criteria		
16.5.20	Allow user to flag a case for reassignment		
	Contact Client		
16.5.21	Auto-generate communication informing client of eligibility and next steps		
16.5.22	Display/edit current client information		
16.5.23	Log contact attempts		
16.5.24	Allow user to suppress email recipient list		
	Close Case		
16.5.25	Allow user to initiate case closure		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
	Schedule Appointment		
16.5.26	Allow user to create/schedule client appointment		
16.5.27	Display case manager schedule		
16.5.28	Send electronic appointment details along with any additional information needed (e.g., cancellation policy, requirements for appointment, etc.)		
16.5.29	Display/print client appointment schedule		
16.5.30	Capture appointment disposition (complete, no show, canceled, etc.)		
16.5.31	Display/print client appointment history with disposition		
16.5.32	Display/update appointment master schedule		
16.5.33	Provide ability to schedule recurring appointments		
16.5.34	Send appointment reminders (via phone, email, etc.)		
	Encounter/Visit		
16.5.35	Display/print overview of services provided		
16.5.36	Allow case manager to document encounter		
	Enroll in Program		
16.5.37	Capture reason client declined services		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
	Provide Education		
16.5.38	Allow case manager to select appropriate educational information		
	Sign Consent Forms		
16.5.39	Pre-populate forms with appropriate client information		
16.5.40	Allow user to customize forms based on facility/program		
16.5.41	Track incomplete documents/forms		
16.5.42	Provide alerts to case manager for needed updates to forms based on defined criteria		
16.5.43	Maintain checklist of all consent forms needed/signed		
	Collect Data		
16.5.44	Allow import of client data from other programs		
16.5.45	Support topic specific assessment tools and input of assessment results (acuity tool, etc.)		
16.5.46	Allow user to create reminders		
16.5.47	Allow user to define and flag incomplete fields to support chart review		
	Develop Goals		
16.5.48	Support program/grant-specific templates		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.5.49	Capture established goals and differentiate between client and case manager goals		
16.5.50	Allow user to export selected goals to care plan		
16.5.51	Apply user-defined alternative reference notes or attributes (tagging) to documents that are easily searchable		
16.5.52	Allow user to update goals		
16.5.53	Provide reminders to update goals based on user-defined criteria		
16.5.54	Support reporting of goals		
16.5.55	Route goal reports electronically to appropriate individuals, i.e. primary care provider		
16.5.56	Allow user to link goals to referrals		
16.5.57	Recommend referrals based on goals		
	Develop Care Plan		
16.5.58	Support creation of a "contract" or document that outlines the plan of action		
16.5.59	Support program/grant specific templates		
16.5.60	Allow user to display/update/print the care plan		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.5.61	Provide ability to share selected care plan, activities, and goals with authorized providers		
16.5.62	Track/monitor progress of client		
16.5.63	Provide reminders to update plan based on time, event, etc. triggers		
16.5.64	Maintain care plan history		
	<b>Accept Plan</b>		
16.5.65	Populate calendar with care plan activities, goals, appointments, etc.		
16.5.66	Allow user to print or share calendar		
	<b>Document Impressions/Notes</b>		
16.5.67	Provide ability to capture notes		
16.5.68	Support ability for case manager to set client-specific reminders		
16.5.69	Lock notes to prevent changes upon case manager sign-off		
<b>16.6</b>	<b>Problem Lists</b>		
16.6.1	The system must provide the ability to create and maintain patient-specific problem lists.		
16.6.2	The system must provide a problem status (active, inactive) for each shown problem.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.6.3	The system must provide the ability to organize applicable patient data into comprehensive problem summary lists.		
16.6.4	The system must provide problem descriptions based on the SNOMED CT standard controlled vocabulary		
16.6.5	The system must allows clinician to identify and record new patient problems as well as the current status of existing problems.		
16.6.6	The system must provide the ability to expand the problem summary list on demand.		
16.6.7	The system must update the active problem list from relevant data in the progress note with appropriate end-user confirmation.		
16.6.8	When capturing problem information, the system captures:		
	Diagnosis / problem date(s)		
	Severity of illness		
16.6.9	For each problem, the systems must provide the capability to create, review, or amend information regarding a change on the status of a problem to include, but not be limited to, the date the change was first noticed or diagnosed.		
16.6.10	The system must provide the capability of allowing the display of past interventions, hospitalizations, diagnostic procedures, and therapies for review at the option of the provider		
<b>16.7</b>	<b>Clinical Practice Guidelines (CPG)</b>		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.7.1	The system must include and maintain evidence-based Clinical Practice Guidelines (CPGs) published and maintained by credible sources such as the American Heart Association (AHA), U.S. Preventive Services Task Force (USPSTF), American College of Cardiologists (ACC), American College of Physicians (ACP) and other groups. The guidelines incorporate patient education and actionable alerts and reminders.		
16.7.2	At minimum, the system includes CPGs for the following:		
	Asthma		
	Congestive Heart Failure		
	Depression		
	Diabetes		
	Coronary Artery Disease		
	Hyperlipidemia		
	COPD		
	HIV/AIDS		
16.7.3	The system must provide the capability of allowing initial authoring and revising of clinical practice guidelines.		
16.7.4	The system must allow linkages from the CPG to other system modules such as CDS.		
16.7.5	The system must provide a CPG module that imports/creates the facility for rapid documentation of the patient's progress along the CPG phases.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.7.6	The format utilized by the guideline for documenting must be intuitive, easy to use, and user customizable.		
16.7.7	The CPG module utilizes pull down menus and check boxes to speed up data entry.		
16.7.8	The system must allow reporting and analysis of any / all components included in the CPG.		
16.7.9	Included in each CPG, the system must provide the capability to create, review, and update information about:		
16.7.9.1	The performance measures that will be used to monitor the attainment of objectives		
16.7.9.2	The quantitative and qualitative data to be collected		
16.7.9.3	Performance metrics: CPG shall allow for decision support based on standardized discrete data to be used to calculate clinical performance measures		
16.7.9.4	Collection means and origin of data to be evaluated		
16.7.10	The system must allow the provider or other authorized user to override any or all parts of the guideline. The system is able to collect exceptions for NOT following the CPG.		
<b>16.8</b>	<b>Care Plans</b>		
16.8.1	The system must provide administrative tools for organizations to build care plans, guidelines, and protocols for use during patient care planning and care.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.8.2	The system must identify and present the appropriate care plans, guidelines, and/or protocols for the management of specific conditions that are patient-specific. At minimum, the system shall provide care plans specific to individual programs provided by MSDH (e.g. PHRM, dysplasia, lead screening, etc.)		
16.8.3	The system must provide the capability to import/create, review, and amend information about the desired single or multi-disciplinary long / short term goals and objectives that will be accompanied by the care plan.		
16.8.4	The system must provide the capability to import/create, review, and amend information about the proposed set of single or multi-disciplinary care plan options that are based upon expected outcomes.		
16.8.5	The system must generate and automatically record in the final document, patient-specific instructions related to pre- and post-procedural and post-discharge requirements. The instructions must be simple to access.		
16.8.6	The system must provide the capability to import/create, review, and amend information about:		
16.8.6.1	The provider's explanation and the patient or patient representative's understanding of the recommended and/or alternative care plan options		
16.8.6.2	The medical orders, which authorize the execution of the selected, care plan		
16.8.6.3	The collection of specimens (body fluids, tissue, etc.) from the patient to be used for diagnostic or treatment purposes		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.8.6.4	The actions taken to safeguard the patient to avert the occurrence of morbidity, trauma, infection, or condition deterioration		
	<b>PHI Business Processes</b>		
	Business Process - Provide Counseling		
	Assess Needs		
16.8.7	Link to education resources relevant to case and access materials		
16.8.8	Allow user to customize forms based on facility/program		
	Refer Client		
16.8.9	Allow user to link to referral module		
	Develop Goals		
16.8.10	Capture/update client goals		
	Provide Goal Focused Counseling		
16.8.11	Capture case manager notes/comments		
	Provide Feedback		
16.8.12	Capture client understanding/compliance/notes		
	Update Record		
16.8.13	Allow user to update client record with counseling evaluation and update care plan		
	<b>Coordinate Care</b>		
	Prepare for Meeting		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.8.14	Import relevant information from case record to client synopsis ("one pager")		
16.8.15	Generate client release of information document with appropriate information populated		
16.8.16	Generate list of partner agencies associated with a specific client		
	Identify Meeting Participants		
16.8.17	Provide ability to schedule care coordination meeting(s) with individuals or group attendees		
16.8.18	Allow user to distribute invitations for care coordination meeting		
16.8.19	Associate care coordination meeting with a client record		
16.8.20	Track attendee responses to invitation(accept/tentative/decline)		
16.8.21	Provide reminders for upcoming meeting		
16.8.22	Generate partner agency release of information form		
16.8.23	Provide links to agency policies and procedures		
	Meet		
16.8.24	Capture meeting notes electronically and link to client record		
16.8.25	Distribute meeting notes to appropriate individuals		
	Update Care Plan		
16.8.26	Allow user to update care plan		
16.8.27	Generate/display/print care plan		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.8.28	Distribute care plan to partner agencies and authorized individuals		
	Update Client		
16.8.29	Generate communication outlining care coordination outcome		
16.8.30	Provide ability to edit /route communication		
<b>16.9</b>	<b>Prevention</b>		
16.9.1	The system must provide the capability to display health prevention prompts on the summary display. The prompts must be dynamic and take into account sex, age, and chronic conditions.		
16.9.2	The system must allow interactive prevention status documentation. At minimum:		
	Date addressed		
	Result		
	Reasons for not performed		
	Where performed		
16.9.3	The system must include user-modifiable health maintenance templates.		
16.9.4	The system must include a patient tracking and reminder capability (patient follow-up) updatable by the user at the time an event is set or complied with.		
16.9.5	The system must allow the graphing of pertinent data into flow sheets for presentation/display.		
<b>16.10</b>	<b>Patient Education</b>		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.10.1	The system must provide the capability to create, review, update, or delete patient education materials. The materials must originate from a credible source and be maintained by the vendor as frequently as necessary.		
16.10.2	The system must provide the capability of providing printed patient education materials in culturally appropriate languages on demand or automatically at the end of the encounter. At minimum, the materials must be provided in English, Vietnamese and Spanish as applicable.		
16.10.3	The system must include the capability to develop patient instructions in English and in the patient’s native language for a broad range of treatments and services delivered by providers. Examples:		
	Exercise regimen		
	Diet guidelines		
	Oral Health		
	Behavioral Health		
	Administration and care of medications:		
16.10.4	The system must allow patient instructions to be selected from a pull down list		
16.10.5	The system must allow user modifications to instructions to suit individual patient needs without altering the original content		
16.10.6	The system must enable the linkage of patient instructions to care plans/care maps/ practice guidelines/orders, enabling automatic printing		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.10.7	The system must allow patient instructions to be printed on demand independent of care plans/care maps/guidelines/orders.		
16.10.8	The system must allow the facility to create a directory of information for patient support groups and to include any applicable support group information in the instructions.		
<b>PHI Business Processes</b>			
<b>Provide Education</b>			
Assess Needs			
16.10.9	Link to internal and external education resources to print/determine availability of materials		
16.10.10	Allow user to customize forms based on facility/program		
Refer Client			
16.10.11	Allow user to link to referral module		
Develop Goals			
16.10.12	Capture/update client education goals		
Deliver Education			
16.10.13	Suggest appropriate information by condition		
16.10.14	Support different languages for educational materials		
16.10.15	Display available inventory of pre-printed educational materials		
16.10.16	Allow user to order educational materials		
16.10.17	Print/distribute education materials or links to associated materials		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.10.18	Display/print history of education provided to client		
	Provide Feedback		
16.10.19	Capture client feedback		
	Evaluate Learning		
16.10.20	Capture case manager notes/comments around client understanding/compliance		
	Update Record		
16.10.21	Append case manager evaluation to patient record		
<b>16.11</b>	<b>Alerts / Reminders</b>		
16.11.1	The system must include user customizable alert screens / messages, enabling capture of alert details, including, but not being limited to:		
	Text describing the alert		
	Date, time and creator of the alert		
	The system prints the alert on demand		
16.11.2	The system must provide the capability of forwarding the alert to a specific provider(s) or other authorized users via secure electronic mail or by other means of secure electronic communications.		
16.11.3	The system must provide the ability to track the user's response to an alert.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.11.4	The system must allow the user to document rationale for following/not following an alert.		
16.11.5	The Reminders/Alerts screen pops up whenever a patient chart is opened.		
16.11.6	The system must include an internal “notes” function that clinicians can use to remind themselves of non-alert/reminder issues. The items should be easily removed when complete.		
<b>16.12</b>	<b>Orders</b>		
16.12.1	The system must include an electronic Order Entry module that must provide the capability to be interfaced with a number of key systems depending on the health center’s existing and future systems as well as external linkages, through a standard, real time, HL7 two-way interface.		
16.12.2	The system must provide the ability to capture and track orders based on input from specific care providers.		
16.12.3	The system must provide the capability to submit diagnostic test orders based on input from specific care providers.		
16.12.4	The system must provide the capability to print orders for manual transmission.		
16.12.5	The system must provide the capability to fax orders through secure fax transmissions. When faxing orders, the system shall determine and report whether the transmission was successful (i.e. received at destination).		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.12.6	The system must provide the capability to require that all orders be digitally signed at the completion of each individual order.		
16.12.7	The system must provide the ability to accept orders from multiple locations.		
16.12.8	The system must provide the capability to assign and display an order number for active, hold, and pending orders.		
16.12.9	During the order entry process, the system must provide the capability to require the user to acknowledge an error message prior to being allowed to continue with the data entry function.		
16.12.10	The system must allow the user to accept, override, or cancel an order.		
16.12.11	The system must require the user to enter a justification for overriding, changing, or canceling an order prior to be allowed to continue.		
16.12.12	The system must include the visual indication of orders in need of review.		
16.12.13	The system detects and displays duplicate orders issuing visual and auditory warnings, and allows the user to override the warning after entering a justification for the override.		
16.12.14	The system must include the capability to:		
16.12.14.1	Define order sets, based on provider input or system prompt, for each provider or service department		
16.12.14.2	Contain all information specific to one order in one display screen		
16.12.14.3	Include a pull-down list of all order departments to enable multiple orders		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.12.14.4	Include a user-configurable / customizable pull-down list of tests and services from which to place one or more orders		
16.12.15	The system must allow the provider to create/modify the most commonly used orders to assist in order placement		
16.12.16	The system can display all order sets including components, by any of the following:		
	By procedure		
	By provider		
	By diagnosis		
	By date		
16.12.17	The system must provide the capability to specify/display exploding orders.		
16.12.18	The system must provide the capability to enable selected orders to be recurring orders.		
16.12.19	The system must include an order inquiry mechanism to allow providers to inquire on the details of an order.		
16.12.20	The system must provide an order inquiry function that is accessible within the order entry flow before the session is terminated.		
16.12.21	The system must prove the ability for an order, at the user's option, to display all the detail data associated with the order, including demographics, order parameters, electronic signatures, and order status		
16.12.22	The system must provide the ability to display order summaries on demand to allow the clinician to review/correct all orders prior to transmitting/printing the orders for processing by the receiving entity.		
	<b>PHI Business Processes</b>		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
	<b>Process Lab Order</b>		
	Place Order		
16.12.23	Allow selection of orders from catalog and program-specific protocols		
16.12.24	Support search queries of lab order catalog		
16.12.25	Allow user to edit order to capture additional information such as patient instructions		
16.12.26	Allow user to query the status of an order (initiated, placed, received), modify an existing order, and verify that an order has been completed		
16.12.27	Provide user with specimen collection instructions (e.g., color of tube, type of specimen, etc.)		
16.12.28	Print specimen labels, requisition forms, or other required materials for lab processing		
16.12.29	Provide notification to appropriate staff that order has been placed		
16.12.30	Pre-fill standard data in order		
	Additional consent required?		
16.12.31	Flag tests where additional consent is required		
	Consent given?		
16.12.32	Track status of consent (denied, consented, withdrawn) and date/time stamp		
16.12.33	Trigger workflow for lab processing upon recording of consent; prohibit order from proceeding without sufficient patient consent		
	Collect and prepare specimen		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.12.34	Capture required information about patient, specimens collected, provider identification, etc.		
16.12.35	Capture details of specimen collection including how collected, responsible party, time/date stamp, etc.		
	Internal lab?		
16.12.36	Provide electronic communication with outside labs		
16.12.37	Confirm the order and specimen were received		
	Deliver specimen to lab for processing		
16.12.38	Provide instructions for packaging and handling of specimens		
16.12.39	Provide contact details for external labs		
16.12.40	Document shipping of specimens and details of receiving facility		
	Analyze specimen		
16.12.41	Document receipt of specimens and capture specimen details in lab log		
16.12.42	Report variation between type of specimen ordered and actual specimen received		
16.12.43	Document status of specimen throughout processing		
	Capture test results		
16.12.44	Capture test method and reference range used		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.12.45	Capture test results for each specimen/test pair		
16.12.46	Flag abnormal/critical/reportable results		
16.12.47	Capture additional observations		
	Disseminate results		
16.12.48	Provide requesting facility with report of test results for each patient/test ordered		
16.12.49	Allow data entry of scanned results		
	Notify practitioner of results		
16.12.50	Create alert/notification when labs results are available for review		
16.12.51	Provide alerts for critical values/results		
16.12.52	Allow user to designate delegates to ensure timely review		
	Reportable?		
16.12.53	Generate prompt to report or provide auto-report function for designated results		
	Conditions reporting		
16.12.54	Transmit appropriate patient-level clinical information (e.g. results) to public health notifiable condition programs		
16.12.55	Create log of reportable events		
16.12.56	Conform to requirements for surveillance/reporting of notifiable conditions		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.12.57	Enable the automated transfer of required information to and from local disease specific registries and other notifiable registries		
16.12.58	Support identification of patients related by living condition, relationship, employer/work location to support surveillance analysis and reporting		
16.12.59	Provide the ability to capture and update public health reporting guidelines		
<b>16.13</b>	<b>Results</b>		
16.13.1	The system must provide the capability to route, manage, and present current and historical test results to appropriate clinical personnel for review, with the ability to filter and compare results		
16.13.2	The system must provide the ability to accept results via two way standard interface from all standard interface compliant / capable entities or through direct data entry. Specifically – Laboratory, Radiology, and Pharmacy information systems.		
16.13.3	The system must include an intuitive, user customizable results entry screen linked to orders		
16.13.4	The system displays results in a customizable, intuitive, and flexible format		
16.13.5	The system must allow authorized users to copy selected results into a note		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.13.6	When displaying results, the system, at a minimum, must display the patient name, date and time of order, date and time results were last updated, as well as any alerts identifying changes/amendments to the test or procedure, and test name		
16.13.7	The system must provide the capability to evaluate results and notify the provider. (i.e. abnormal flags)		
16.13.8	The system must use visual cues to highlight abnormal results.		
16.13.9	The system must allow the provider to signoff and comment on received lab results.		
<b>PHI Business Processes</b>			
<b>Review Lab Results</b>			
Receive lab results and review			
16.13.10	Provide ability to group and prioritize results based on user-define criteria		
16.13.11	Provide ability to assign results to specific practitioner for review		
16.13.12	Indicate lab result status and details (e.g., reviewed (time/date/user) or pending review, etc.)		
16.13.13	Bundle labs for review by lab order (e.g., review CBC panel in entirety for individual patient)		
16.13.14	Provide alert if lab result has not been acted upon within user-designated window		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.13.15	Reconcile lab results received with log of lab orders		
16.13.16	Provide alert if results are overdue		
16.13.17	Provide ability to drill down to patient record from results		
16.13.18	Support graphical or table-based comparison of trends		
16.13.19	Provide alert or flag based on standard of care or best practice		
	Follow-up required?		
16.13.20	Provide ability to initiate referral from follow-up		
16.13.21	Provide ability to refer to/alert additional staff		
16.13.22	Indicate status of review (reviewed and completed, follow-up needed, etc.)		
16.13.23	Capture additional notes as needed		
	Provide new orders or follow standing orders		
16.13.24	Provide rule-based prompts or guidelines, i.e., clinical decision support based on standards of care, protocols, etc.		
16.13.25	Allow input and transmission of orders		
16.13.26	Provide notification of new orders		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.13.27	Allow sign-off of new orders		
16.13.28	Support tracking of orders		
	Patient follow-up		
16.13.29	Flag patient for follow-up and track progress		
16.13.30	Provide time-based alerts for follow-up based on user-defined window		
	Update patient record and ensure follow through		
16.13.31	Capture notes, follow-up actions, changes to treatment plan, new orders, etc.		
16.13.32	Receive and store data elements of lab results in patient record		
16.13.33	Provide ability to create/view charts and graphs		
16.13.34	Print results, notes, and other pertinent medical information		
16.13.35	Link to health maintenance		
16.13.36	Generate end of day report to flag outliers (e.g., pending orders, overdue lab results, abnormal results not reviewed, follow-up not complete, etc.)		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.13.37	Validate that results are linked to correct patient (i.e., cross-reference specimen identification or other method)		
<b>16.14</b>	<b>Medication and Immunization Management</b>		
16.14.1	The system creates prescriptions or other medication orders, including herbal medications and orders for durable goods, with detail adequate for correct filling and administration. It must provide information regarding compliance of medication orders with formularies.		
16.14.2	The system presents to appropriate staff the list of medications that are to be administered to a patient, under what circumstances, and captures administration details.		
16.14.3	The system identifies drug interaction warnings (prescription, over the counter) at the point of medication ordering.		
16.14.4	The system alerts providers to potential administration errors for both adults and children, such as wrong patient, wrong drug, wrong dose, wrong route, and wrong time in support of medication administration or pharmacy dispense/supply management and workflow.		
16.14.5	The medication module must include access to the National Drug Classification (NDC) database.		
16.14.6	The system stores common prescriptions for quick entry.		
16.14.7	The system supports multiple drug formularies and prescribing guidelines.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.14.8	The system must provide the capability to select both the patient and the drug to be prescribed from pull down menus.		
16.14.9	The system must provide the capability of creating and maintaining a current medication list for each patient and updates the progress note with prescription information as necessary.		
16.14.10	At the provider's option the system must provide the capability of selecting drugs to be prescribed from the patient's medication list.		
16.14.11	The system must allow the provider the ability to document the effectiveness or ineffectiveness of a medication.		
16.14.12	The system stores refill and repeat prescription information.		
16.14.13	The system must allow storage of prescription data for retrieval by any or the following:		
	Drug name		
	Drug code number (NDC)		
	Dosage prescribed		
	Schedule, including formulary management		
	Other user defined selection criteria		
16.14.14	The system must provide the following drug/prescription order information:		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
	Drug contraindication		
	Active problem interactions		
	Check that appropriate studies are obtained		
16.14.15	The system must provide extensive drug interaction information		
16.14.16	The system must provide the capability of alerting the provider where there is an illness or condition that may require careful consideration of the suggested therapy.		
16.14.17	The system creates and maintains patient-specific and adverse reaction lists and allows on demand or scheduled reporting from such lists.		
16.14.18	The system must include clinician-modifiable therapeutic guidelines.		
16.14.19	The system maintains a history of all prescribed medications including those prescribed elsewhere. The history segment contains space for appropriate comments.		
16.14.20	The system fully complies with existing regulations and restrictions applicable to the prescription of dangerous or regulated drugs.		
16.14.21	The system must provide the capability for electronic transfer of prescription information to a patient or organization selected pharmacy for dispensing.		
16.14.22	The system must provide the capability to capture stock medications including lot number and expiration date.		
<b>Directly Observed Therapy</b>			

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
	Receive physician's orders		
16.14.23	Alert appropriate staff of order for DOT using role or user designation		
16.14.24	Provide required information needed to clarify order (e.g., contact information for originator)		
16.14.25	Indicate status of order		
16.14.26	Provide ability to forward order		
16.14.27	Allow user to print orders		
	Contract signed?		
16.14.28	Allow user to view signed contract and associated details		
16.14.29	Alert user of missing documentation		
	Explain the program		
16.14.30	Allow user to select materials based on language/culture		
16.14.31	Document what materials were given and when		
16.14.32	Capture level of understanding		
	Complete contract for DOT		
16.14.34	Provide standard template for contract		
16.14.35	Auto-fill contract fields from patient record		
16.14.36	Document "Refusal to Sign" and provide appropriate notifications		
16.14.37	Provide patient with copy of contract and schedule		
16.14.38	Connect to Case Management/Surveillance module in EHR		
16.14.39	Allow user to create new treatment schedule		
	Assess patient		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.14.40	Provide protocol-based screening form/template for patient assessment		
16.14.41	Provide alerts for contraindications and/or required follow-up based on findings		
	Confirm orders and instruct patient regarding any regimen changes		
16.14.42	Provide access to physician's orders		
16.14.43	Capture patient signoff of order		
16.14.44	Provide access to patient contract, schedule, incentives, treatment plan, and clinic appointments		
16.14.45	Allow user to append additional information to appointments (e.g., updated location, etc.)		
16.14.46	Allow user to reschedule appointments		
16.14.47	Allow user to confirm and update allergy status, intolerance, and adverse reactions		
	Ensure correct amount and type of medication is prepared to take		
16.14.48	Document medication with date/time/provider signature		
16.14.49	Provide cumulative count of doses taken during specified timeframe		
16.14.50	Link to inventory system to decrement dosage and document patient details for inventory reconciliation		
	Observe patient swallowing correct dosage of medication		
16.14.51	Document medication taken/refused, time/date, location, etc.		
16.14.52	Differentiate between administered and observed		
	Update chart and document any other pertinent findings		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.14.53	Allow user to access treatment schedule		
16.14.54	Prompt user to confirm appointment if outside of treatment window		
16.14.55	Provide ability to create letter or other communication to document that treatment is complete		
16.14.56	Capture notes of visit including findings, changes to appointments, etc.		
16.14.57	Capture patient data from remote devices or web-based UIs and integrate data into the patient's record		
<b>16.15</b>	<b>Confidentiality and Security</b>		
16.15.1	The system must support innovative technologies for logon (i.e., biosensor, smart card, etc)		
16.15.2	The system must supports industry standard electronic signatures.		
16.15.3	The system must provide the ability to control access to and within the system at multiple levels (e.g. per user, per user role, per area, per section of the chart) through a consistent mechanism of identification and authentication of all users in accordance with the 'Role Based Access Control' (RBAC) standard.		
16.15.4	The system must verify and enforce control to all EHR components, information and functions for end users, applications, sites, etc., to prevent unauthorized use of a resource, including the prevention or use of a resource in an unauthorized manner.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.15.5	Non Repudiation – The system must provide the ability to limit a user’s ability to deny (repudiate) an electronic data exchange originated, received, or authorized by that user.		
16.15.6	The system must secure all modes of EHR data exchange through the use of data obfuscation and destination and source authentication and other standard security methods used to ensure appropriate security and privacy considerations.		
16.15.7	The system must manage attestation of information including the retention of the signature of attestation (or certificate of authenticity) associated with incoming or outgoing information.		
16.15.8	The system must enforce the applicable jurisdiction’s patient privacy rules as they apply to various parts of the EHR through the implementation of standard security mechanisms.		
16.15.9	The system must establish patient/physician data element confidentiality.		
16.15.10	The system must allow access to its modules regardless of location based on confidentiality and security procedures.		
16.15.11	The system must incorporate audit trails of each access to specific data.		
16.15.12	The system must incorporate an audit trail for all system transactions including look-ups of patient data.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.15.13	The system must provide automatic analysis of audit trails and unauthorized access attempts.		
<b>PHI Business Processes</b>			
Security/Privacy			
16.15.14	Support definitions of roles and assigned levels of access, viewing, entry, editing and auditing		
16.15.15	Require user authentication		
16.15.16	Provide flexible password control to align to national policy and standard operating procedure		
16.15.17	Create and maintain a registry of all personnel authorized to access the system that is accessible only by a system administrator		
16.15.18	Prevent a user from being logged on to multiple workstations at the same time		
16.15.19	Trace actions performed to the unique actor and provide audit reporting/change histories		
16.15.20	Create unique user rights based on function, screen displays information type, etc.		
16.15.21	Store data centrally in a physically secure location		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.15.22	Support secure data encryption and exchange		
16.15.23	Maintain provider information as required including full name, specialty, address and contact information		
16.15.24	Allow user to obscure data and mask parts of the electronic health record from disclosure		
<b>16.16</b>	<b>Clinical Decision Support</b>		
16.16.1	The system must build CDS using National clinical data standards (LOINC, SNOMED, CPT, ICD9, ICD10, etc).		
16.16.2	The system must offer prompts to support the adherence to care plans, guidelines, and protocols at the point of information capture.		
16.16.3	The system must identify trends that may lead to significant problems and provide prompts for consideration.		
16.16.4	The system must support the integration of patient and family preferences into clinical decision support at all appropriate opportunities.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.16.5	The system must include access to medical research and literature databases such as MEDLINE, JAMA, and others without logging out of the system.		
16.16.6	The system must utilize health data from all sections of the chart to provide decision support to providers.		
16.16.7	The system must trigger alerts to providers when individual documented data indicates that critical interventions may be required.		
16.16.8	The system must automatically trigger an alert upon documentation of a diagnoses or event which is classified as a reportable disease and condition		
16.16.9	The system must automatically trigger an alert upon documentation of patient health data for a member of an existing medical registry or disease management program.		
16.16.10	The system's alert/reminder functions must be driven by appropriate multi-disciplinary clinical guidelines.		
16.16.11	The system must incorporate preventive medicine questionnaires to be completed by clinicians and if applicable, patients, during the encounter.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
<b>16.17</b>	<b>Cost Measuring / Quality Assurance / Reporting</b>		
16.17.1	The system must provide built-in mechanism/access to other systems to capture cost information.		
16.17.2	The system must generate an evaluation survey (scheduled and on-demand) that will record patient satisfaction.		
16.17.3	The system must support real-time or retrospective trending, analysis, and reporting of clinical, operational, demographic, or other user-specified data including current and future UDS reports.		
16.17.4	The system must produce staff productivity/workload measures.		
16.17.5	The system must provide the capability to perform automatic cost analysis for courses of drug/medication treatments.		
16.17.6	The system must provide the capability for authorized users to develop volume statistics reports on user determined data fields.		
16.17.7	The system must provide the capability to produce population-based reports or studies based on flexible, end user modifiable criteria.		
16.17.8	The system must provide the capability of producing scheduled and on demand case mix reports.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.17.9	The system must allow customized reports or studies to be performed utilizing individual and group health data from the electronic record.		
16.17.10	The system must provide support for third-party report writing products.		
<b>PHI Business Processes</b>			
Reporting			
16.17.11	Provide reporting capabilities (define, generate, distribute)		
16.17.12	Provide the ability to export or retrieve data required to evaluate patient outcomes, quality of care, performance, and accountability		
16.17.13	Aggregate data from patient EHRs per user-defined criteria		
<b>16.18 Chronic Disease Management / Population Health</b>			
16.18.1	The system must provide support for the management of populations of patients that share diagnoses, problems, demographic characteristics, etc.		
16.18.2	The system must support disease management registries by:		
16.18.2.1	Allowing patient tracking and follow-up based on user defined diagnoses		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.18.2.2	Integrating all patient information within the system		
16.18.2.3	Providing a longitudinal view of the patient medical history		
16.18.2.4	Providing intuitive access to patient treatments and outcomes		
16.18.3	The system must automatically identify all high-risk patients and notifies clinical staff for preventive care.		
16.18.4	The system must utilize user authored and/or third party developed clinical guidelines for disease and registry management.		
16.18.5	The system must provide the ability to track / provide reminders and validates care process.		
16.18.6	The system must provide the ability to generate follow-up letters to physicians, consultants, external sources, and patients based on a variety of parameters such as date, time since last event, etc. for the purpose of collecting health data and functional status for the purpose of updating the patient's record.		
16.18.7	At minimum, the system must be able to generate a variety of reports based on current public health national standards		
16.18.8	The system must provide the ability to link Disease Management functions to all other sections of the EHR.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
<b>16.19</b>	<b>Consents, Authorizations, and Directives</b>		
16.19.1	The system must provide the capability for a patient to sign consent electronically.		
16.19.2	The system must provide the capability to restrict access or sharing data electronically with other systems based on consents/authorizations provided by patient or guardian subject to national or jurisdictional requirements.		
16.19.3	The system must provide the capability to create, maintain, and verify patient treatment decisions in the form of consents and authorizations when required.		
<b>16.20</b>	<b>Technical Underpinnings</b>		
16.20.1	The system must provide the ability to auto-populate user defined data fields with patient demographics at the time of order or request.		
16.20.2	The system must be scalable.		
16.20.3	The system must incorporate a consistent user interface for data entry independent of the platform.		
16.20.4	The system must support a variety of input modalities such as voice recognition, touch screen, light pen, mouse, keyboard, etc.		
16.20.5	The system must support document scanning.		
16.20.6	The system must support remote system monitoring technology.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.20.7	The system must incorporate extensive, secure telecommunications capabilities that link staff and clinicians from remote locations to the central site.		
16.20.8	The system must support an industry standard locking mechanism to prevent unauthorized updates.		
16.20.9	The system must support and implement system redundancy / fault tolerance for 0% availability.		
16.20.10	The system must log all transactions processing and archiving.		
16.20.11	The system must provide the ability to alert simultaneous users of each other's presence in the same record.		
<b>PHI Business Processes</b>			
Data Capture			
16.20.12	Accept data from multiple input methods including; paper, online web forms, PC asynchronously, PC synchronously, interactive voice response, bar code, Radio Frequency Identification Device (RFID)		
16.20.13	Enter the value desired directly or from a drop down table of valid values through standard mouse selection procedure		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.20.14	Allow user to designate mandatory data fields and formats		
16.20.15	Support real time data entry validation and quality control		
16.20.16	Flag incomplete fields/forms		
16.20.17	Provide appropriate calculations at time of data entry		
16.20.18	Log transactions at time of data entry		
16.20.19	Maintain transaction log history		
16.20.20	Provide asynchronous and synchronous data synchronization		
	System Administration		
16.20.21	Allow administrator(s) to maintain data masters		
16.20.22	Allow system administration by local staff		
	Technical Design		
16.20.23	Support ability to choose data entry devices and form factors		
16.20.24	Allow users to access the system at all levels/locations based on roles		
16.20.25	Enable electronic data interchange (EDI)		
	System Access and Navigation		
16.20.26	Allow user to access any allowed function from any workstation on the system		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.20.27	Provide access to user screens through the use of menus and appropriate icons		
16.20.28	Allow user to move easily from one screen to another utilizing appropriate icons or function keys		
16.20.29	Support user-defined information views		
<b>Reliability and Recovery</b>			
16.20.30	Provide query response time within designated tolerances		
16.20.31	System must be made available within a designated timeframe (e.g., 15 minutes) in the event of a system failure		
16.20.32	System must be restored to its condition of no more than one hour before corruption or system failure occurred		
16.20.33	Archive and retrieve data and documentation as required		
<b>16.21 Clinical IT Data Dictionary</b>			
16.21.1	The system is structured to support skeleton-to-robust EHR.		
16.21.2	Provides attributes for each data element; supports all data types.		
16.21.3	Supports static/dynamic data element relationship.		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
<b>16.22 Input Mechanisms</b>			
16.22.1	The system must support a full range of evolving input technologies.		
16.22.2	The system must provide input protocol that is easy/fast; intuitive input interface.		
16.22.3	The system must capitalize on the “repetitive nature of medicine” by allowing easy access to existing, previously captured data.		
16.22.4	The system must provide the ability to allow inclusion of free text as well as the capture of discrete data in accordance with site preferences and site-specific system configuration.		
16.22.5	The system must provide the capability to automatically populate current forms by scanning and automating		
<b>16.23 Ergonomic Presentation</b>			
16.23.1	The system must place emphasis on user friendliness.		
16.23.2	The system must incorporate a consistent presentation of information across the entire system.		
16.23.3	The system must incorporate visual cues.		
16.23.4	The system must provide consistent formatting to aid users in finding information.		
<b>PHI Business Process</b>			
	Workflow		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.23.5	Allow user to view workflows for orders, reviews, etc.		
16.23.6	Provide the ability to create and update workflow control rules		
16.23.7	Provide the ability to create and manage workflow (task list) queues		
16.23.8	Allow routing of notifications and tasks based on system triggers		
16.23.9	Support escalation, redirection, and reassignment of workflow		
16.23.10	Provide ability to designate roles/users for notifications		
<b>16.24</b>	<b>Billing</b>		
16.24.1	The system must meet Resource Based Value System / Evaluation and Management (RBRVS/E&M) documentation and coding guidelines.		
16.24.2	The system must provide a bidirectional interface with practice management systems.		
16.24.3	The system must provide support to the provider on E & M coding based on documentation from the current visit.		
<b>16.25</b>	<b>Children's Health</b>		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.25.1	The system must display the age of a child in appropriate units as specified by CCHIT Child Health Criteria.		
16.25.1.1	Length/Height (Children) English/metric – Calculated percentile		
16.25.1.2	Weight (Children) English/metric – Calculated percentile		
16.25.1.3	Head circumference (Children) English/metric – Calculated percentile		
16.25.1.4	Body Mass Index (Children) English/metric – Calculated percentile		
16.25.2	The system must displays growth charts showing plotted values of height, weight, head circumference, and BMI against age and sex normed data.		
16.25.3	The system must suggest appropriate drug dose in volume/dose when given a drug formulation specifying concentration in mg/mL, a patient’s weight (in lb or kg), a dose in mg/kg, and a frequency (eg given a 250mg/ml formulation, a 12 lb child, and planned dose of 80 mg/kg/day divided twice daily, suggests mL/dose).		
16.25.4	The system must prompt the provider about care that is due at each visit based on the American Academy of Pediatrics recommended standards of preventive visits.		
<b>16.26</b>	<b>Pregnancy Care</b>		

Item Number	Requirement	Respond with E, X, M, C, A or N	Explanation
16.26.1	The system must provide the ability to accept coded input for historical items that are asked at each pregnancy visit (could include, but not limited to key symptoms eg loss of fluid, fetal movement etc).		
16.26.2	The system must make OB past history available to the provider for future pregnancies and kept separate from past medical history.		
16.26.3	The system must record fetal heart rate, fundal height, weight, urine analysis and blood pressure at each visit.		
16.26.4	The system must provide for a flexible configuration for dates or time since a specified event to be used for notifications and alerts.		
16.26.5	The system must display the estimated date of delivery (EDD) given the patient's last menstrual period (LMP). The system will calculate an EDD given an ultrasound date and the estimated gestational age (EGA) given by the ultrasound. The provider may specify which of the above methods will be used to calculate the patient's final due date. The EGA (based on the method specified by the provider) is widely visible at each visit.		
16.26.6	The system must prompt the provider about care that is due at each visit based on the EGA (calculated by using the method specified above).		
16.26.7	The system must create a printable view of all visits, labs, due date, ultrasound, problem list and plans which can be given to a patient for purposes of communicating with providers on a Labor and Delivery floor.		

<b>Item Number</b>	<b>Requirement</b>	<b>Respond with E, X, M, C, A or N</b>	<b>Explanation</b>
16.26.8	The system must provide the ability to exchange data about the current pregnancy with a hospital system.		

## 17. Interface Requirements

For this project, the proposed solution must include interfaces to the following MSDH Programs that will maintain their separate legacy systems.

- Public Health Laboratory Information Management System (LIMS)
- Public Health Statistics (Vital Records)
- Tuberculosis (TB)
- Pharmacy
- STD/HIV
  - eHARS
  - Careware
  - Prism
  - Evaluation Web
- Immunization (MIIX)
- WIC (SPIRIT)
- eHARS
- Careware
- Prism
- Envision
- Oral Health
- NATUS
- MS-HIN
- KRONOS
- Hospital Discharge

Each Program is equipped with a proprietary computer system that does not share a real-time connection with other existing MSDH systems. These programs collect public health data from various sources throughout the State of Mississippi. The collected data are processed, reported on, and stored in the separate program-related systems. For example, women's health programs cannot conduct online status monitoring of tests sent to the state lab, child health programs cannot perform real-time validation of Vital Records data, and other programs cannot obtain online order status for prescriptions sent to the pharmacy. As results of such inabilities, MSDH has requested that integration points be identified for each program-related system to create an interface to PIMS. In addition, PIMS must be constructed such that interfaces to other systems can be built either by MSDH or an outside vendor at some time in the future.

- 17.1 The proposed solution must provide the ability to securely and automatically exchange information between MSDH systems using MSDH's enterprise integration engine, Orion Health Rhapsody Integration Engine.

- 17.2 The proposed solution must provide the capability for interfaces to be executed real-time or via batch processing, depending on the particular needs of each program. Any batch process must be able to be scheduled to execute at a specific date and time or on a recurring iteration.
- 17.3 All interfaces as described in this RFP are to include all tasks necessary to allow for the retrieval, manipulation and/or validation of any data to produce the desired results making the interface process complete.
- 17.4 All interfaces as described in this RFP are to include any exception/error reporting necessary for the successful execution of all tasks associated with the interface.
- 17.5 The vendor must conduct a data sharing and integration assessment, and from the results, deliver an integration plan.
- 17.6 Public Health Laboratory Information Management System (LIMS)

The proposed solution must include a two-way interface with LIMS to programmatically allow LIMS to access patient demographic data in PIMS and to allow PIMS to receive lab information from LIMS to be applied to the patient's electronic medical record.

#### 17.6.1 Program Description

The purpose of LIMS is to electronically collect, manage and report patient information, submitter information, specimen information and test information for the Mississippi Public Health Laboratory (MPHL). The MPHL receives specimens for testing from health department county clinics, hospitals, private clinics, private physicians, jails, and penitentiaries across the state. The MPHL contains both environmental and clinical laboratories and currently has a LIMS for the clinical testing called ApolloLIMS.

LIMS currently has a real-time connection with the existing PIMS that allows for PIMS to send patient demographics electronically to LIMS. LIMS generates electronic reports that are sent to the STD/HIV program office, the Epidemiology program office, the Tuberculosis program and the Lead Screening program. It also generates and provides electronic reports to the Centers for Disease Control. A web connection provides reports to all of the counties in the state.

The laboratory data collected by the LIMS resides in a SQL database. The LIMS currently handles approximately 650,000 samples per year. The lab sends test results to almost all MSDH programs.

### 17.6.2 Data Integration Points

LIMS must access patient data in PIMS. Examples of the data to be accessed in PIMS are:

- Patient name
- Address
- Allergies (Penicillin)
- Tests ordered
- Contact information
- Medications
- Gender
- DOB
- Submitter
- Collection Date
- Collection time (if pertinent to test)
- Specimen source
- Service
- Reason for test
- Encounter number
- Social Security number
- etc.

Vendor must describe how this data will be integrated in the proposed system.

In addition, PIMS must receive test results data from LIMS to add to the patient's electronic health record. Tests are requested by numerous sources throughout the state, such as:

- County clinics
- Hospitals
- Private clinics
- Private physicians
- Jails and penitentiaries
- MSDH's Health Protection program (STD/HIV)
- MSDH Office of Epidemiology
- Veterinarians and vet labs
- The CDC

Examples of test result data to be received by PIMS are:

- Liver profiles

- Complete Blood Counts (included in Liver Profile above)
- Genotyping results
- TB results
- STD results

17.6.3 PIMS must perform the following functions via the LIMS interface:

- 17.6.3.1 Restrict the printing of specimen labels until the patient or sample has been checked in
- 17.6.3.2 Receive and track lab tests
- 17.6.3.3 Provide field staff with access to tests that they ordered
- 17.6.3.4 Monitor status of ordered test(s)
- 17.6.3.5 Provide sort capabilities as needed, such as by client name, date and lab test results
- 17.6.3.6 Allow for tracking of supplies ordered from the lab by the field staff
- 17.6.3.7 Provide alerts/notifications to system users as determined by MSDH based upon test results
- 17.6.3.8 Provide the capability for geographic tracking of specific positive test results
- 17.6.3.9 Provide reports to CDC surveillance tracking systems as necessary
- 17.6.3.10 Provide statistical reports to field staff
- 17.6.3.11 Monitor lab test result data

## 17.7 Public Health Statistics (Vital Records)

The proposed solution must include a method for obtaining a daily batch extract from Vital Records to programmatically update PIMS with birth and death data that have been reviewed and approved by that division.

### 17.7.1 Program Description

The Bureau of Public Health Statistics is responsible for the collection of records pertaining to births, deaths, fetal deaths, induced terminations, adoptions, marriages and divorces. The Office of Public Health Statistics (PHS) is responsible for processing and tracking all requests made to the

office. PHS oversees responsibilities regarding requests, specifically if they fall within the state and federal guidelines pertaining to confidentiality and privacy laws. PHS adheres strictly to state and federal laws associated with privacy and confidentiality mandates.

Vital statistics are gathered from various sources across the state. County circuit and chancery clerks, hospitals, physicians, coroners, midwives, funeral directors, and all other persons or facilities having knowledge of reportable vital events must file records and reports. An Electronic Birth Component (EBC) system is used to electronically register approximately 99.3% of the state's births. The remainder of births are filed on paper forms and registered manually. Electronic reporting of fetal deaths and deaths will be available beginning January 2013. All other vital event information is provided on paper forms designed by PHS.

The MSDH programs that receive data from PHS are Immunization, TB, STD/HIV, Epidemiology and Maternal and Child Health. New birth and child death information is uploaded by the Immunization program MIIX. The other MSDH programs are primarily interested in mortality statistics. In addition, PHS sends a monthly list of deaths to each MSDH district. These lists are used by the district to update their records and PIMS. PHS is in the process of installing the State and Territorial Exchange of Vital Events (STEVE) system which will provide a technology solution for the safe, secure and efficient exchange of vital events between vital record jurisdictions and their state and federal data exchange partners. STEVE uses a standard Inter-Jurisdictional Exchange (IJE) flat file format. Program mailboxes will be set up for MSDH programs to receive IJE data from PHS and other state jurisdictions.

For 2011, annual registration was as follows:

38,940 Births  
28,612 Deaths  
400 Fetal Deaths  
2,224 Induced Terminations  
14,532 Marriages  
12,042 Divorces  
1,344 Adoptions  
5,627 Amendments

Approximately 214,335 point of sale transactions were completed during 2011. At this time there are 5,200,000 births and 1,500,000 deaths electronically stored in PHS databases.

#### 17.7.2 Description of Current System

The current PHS system was customized for Mississippi by KE Software,

Inc. of Vancouver, BC in Canada and went into production in June 2003.  
This system manages:

- Data entry, editing, querying of hospitals, funeral homes
- Searching of records for issuance of certified copies, amendments and corrections to records
- The point of sale system for mail, telephone and walk-in customer counter sales
- Interfaces with a third-party vendor for web-based sales orders
- Provides extensive production reports and file extracts to support business processes

17.7.3 KE Vital Ware utilizes the KE Texpress database engine. KE Texpress is a multi-user, object-oriented database management system. KE Texpress incorporates an ODBC interface for compatibility with third-party client tools.

#### 17.7.4 Data Integration Points

PIMS must receive birth and death data from PHS to add to the patient's electronic health record. Examples of data to be submitted to PIMS are:

Name  
Date of birth  
Place of birth  
Name of parent(s)/guardian(s)  
Address  
Date of death  
Fact of death  
Cause of death

17.7.5 PHS must alert applicable PIMS program areas (e.g., newborn screening, immunization registry) for at-home births.

### 17.8 Tuberculosis (TB)

The proposed solution must include a two-way interface with the existing TB system (Communicable Disease Information System CDCIS) by CIMS-GTS to programmatically allow all TB providers to access patient demographic data in PIMS and to allow PIMS to receive data from TB to be applied to the patient's electronic medical record. The CDCIS is a customized secure Web-based data entry and data management system. All patient records, medications, contacts, and information are stored in this episode-based system. The TB Program began using the electronic record system in January 2004.

### 17.8.1 Program Description

The TB Program maintains and tracks information in the Communicable Disease Information System (CDCIS) on persons who have or are suspected to have TB, have been exposed to TB or are known carriers of TB. The TB and the HIV Programs share case reporting information (confirmed cases, patient identification numbers, confirmed case counts). The case counts from both TB and HIV are then reported to CDC. All HIV patients are supposed to have a Tuberculin skin test (or QuantiFERON TB titer/result) and all TB patients are supposed to receive an HIV test. It is imperative that the Program is notified of HIV test results and the type of drugs used for HIV treatment because of the adverse reactions that can occur from mixing drugs used for treating TB and HIV.

The Program provides medication for treatment of TB. The medication is dispensed through the pharmacy. Medication orders for the treatment of TB come from the field offices to the pharmacy. The central office issues some prescriptions. The pharmacy uses the patient's name, date of birth and social security number to verify enrollment in the TB Program before dispensing any medication. The verification conducted by the pharmacy is a check and balance QA process to ensure that the field offices are entering data into the TB system. Other information can be manually checked within the TB system such as medicine interactions, correct dosage according to the weight of the patient, and if the patient has received the appropriate tests (checking for visual acuity before issuing ethambutol and checking for hearing before issuing Streptomycin Sulfate).

The patients are entered into the CDCIS locally or centrally and are reported to the TB Program staff. Local physicians order the medication for treatment. The local staff reviews all medication orders to identify possible adverse reactions between birth control, HIV drugs, TB drugs and any other medication the patient may be taking. The Program and local staff receive liver profile data, blood chemistry, drug sensitivity reports and completes blood counts, mycobacteriological tests and cultures via the MPHL LIMS. The TB Program receives genome typing of the organism for strains of TB. The TB Program Office also creates and utilizes electronic reports from the LIMS for statistical purposes. The actual genome typing is done by a CDC contract lab in California or Michigan and the results are sent back to the MSDH lab electronically. The TB Program receives radiology reports from medical facilities statewide along with medical records for inpatient hospitalizations.

The TB Program receives death certificates (hard copy) from Vital Statistics if there are indications that the death may be tuberculosis related.

The death certificate is sent to the TB Program when TB is listed as the cause of death or as a contributing factor. Suspected TB deaths are verified by first checking the CDCIS to see if there were previous interactions with the patient, then checking the lab's system to see if there were any specimens collected from the patient. The CDCIS exports data for reporting to the CDC. The CDCIS requires extensive data entry including a narrative of services provided and follow up needed for each person. Tracking and data entry is done at the county level. The district staff has access to the TB system for quality assurance purposes. Currently, the TB system does not interface with the state's patient management system therefore much of the information is duplicative.

#### 17.8.2 Data Integration Points

17.8.2.1 CDCIS must access patient data in PIMS. Examples of the data to be accessed in PIMS are:

- All demographic data
- Patient name
- Aliases (multiple)
- Address
- Height and weight
- Allergies
- Lab results including HIV and hepatitis reports for TB patients
- Contact information (both exposure and emergency)
- Other drugs taken
- etc.

17.8.2.2 PIMS must receive data from CDCIS to apply to the patient's electronic record. Examples of TB data to be submitted to PIMS are:

TB test information and results  
Lab test and results  
Prescription orders  
TB test request  
Number of nursing and/or doctor visits  
etc.

#### 17.9 Pharmacy

The proposed solution must include a two-way interface with the pharmacy system to programmatically allow the state pharmacy to access patient

demographic data in PIMS and to allow PIMS to receive data from the pharmacy to be applied to the patient's electronic medical record.

#### 17.9.1 Program Description

The basic function of the state pharmacy is to provide medications to participants enrolled in one or more programs under the MSDH. The pharmacy is similar to an outpatient pharmacy in a hospital. It is also an FDA approved repackaging facility and thus buys some medications in bulk and repackages the bulk items in smaller units. The pharmacy also acts as a distributing warehouse for clinic supply medications ordered by the various health clinics throughout the state. The order forms are filled out by the ordering clinic and then either mailed, faxed or phoned into the pharmacy. The phoned-in orders are transcribed onto the "Supply Order" form (Form N. 54). The form is tripartite, with the first (white) part being kept at the pharmacy. The second (NCR) yellow copy of the form, is returned to the counties with their respective order. The last (NCR) pink copy is maintained at the county level as a record of the original order.

State law requires reporting of pharmacy activities. Other reports that are generated on a daily basis include a Schedule 3-5 Controlled Drug Report which is required by federal law and a Pharmacy Activity report which tracks the activity of all pharmacists and technicians. A Comprehensive Reproductive Health report for Medicaid and a Day End Summary V5.957 report are also generated. There is no automated process for the inventory or repacking; both processes are manual and are likely to stay that way due to the complex and dynamic nature of both those Pharmacy functions.

#### 17.9.2 Data Integration Points

The pharmacy must access patient demographic data in PIMS. Examples of the data to be accessed in PIMS are:

- Patient name
- Aliases
- Address
- Height and weight
- Allergies
- Lab results
- Contact information
- Other drugs taken
- Eligibility and enrollment information
- Physician and nursing notes
- Lab information
- etc.

PIMS will receive data from the Pharmacy system to apply to the patient's electronic record. Examples of pharmacy data to be submitted to PIMS are:

- Prescription number
- Medication description
- Description of medication administered
- Adverse reactions
- Billing code
- Rx history
- etc.

## 17.10 STD/HIV

### 17.10.1 Program Description

The STD/HIV Office is responsible for the control and treatment of sexually transmitted diseases including chlamydia, gonorrhea, syphilis, Human Immunodeficiency Virus (HIV) and adult viral hepatitis C infections. The STD/HIV Program conducts statewide disease surveillance, oversees a statewide AIDS Drug Assistance Program, provides STD/HIV testing, counseling, partner services, and treatment for bacterial STDs. The STD/HIV Office also manages several clinics that provide HIV Early Intervention Services and referral to HIV treatment, and a mobile STD clinic for community-linked testing and counseling.

As of June 30, 2012, thirty-nine (39) STD disease intervention specialists and eleven (11) HIV case managers were employed to serve nine public health districts. STD testing and treatment services are provided at county health department clinics. The program is also required to provide STD/HIV data confidentially and securely to the Centers for Disease Control and Prevention (CDC) using eHARS, Evaluation Web, and other database applications.

### 17.10.2 Process Narrative

Protected health information used for disease surveillance is reported to the state program by mail, phone, fax, and electronically. Almost all MSDH lab information comes in electronically; there is a direct line into LIMS. Two sets of data get dumped into LIMS. The first set is patient demographic data from PIMS. There is a daily dump from PIMS into LIMS (based on the patients who received STD/HIV services that day). The second set of data is the recorded values of the tests performed on all of the different machines in the State's lab. These values are transmitted directly from the laboratory devices to LIMS. The two sets of data

(patient and test results) are matched in LIMS. The imported LIMS lab data are accessed by STD/HIV Surveillance staff on a secure electronic folder. A quality assurance check is performed at the Office level, which involves data validation and cleanup, and then is imported into the STD/HIV databases. The transmission of all electronically shared data is via a secured wide area network (WAN) system. There are approximately 14,000 records for HIV patients in the STD/HIV system.

### 17.10.3 Technical Description of Existing Systems

In addition to the MSDH PIMS database, the STD/HIV Office uses the following electronic databases for reportable STD disease surveillance, including HIV and AIDS:

- **eHARS** - CDC enhance HIV AIDS Reporting System. eHARS is a CDC provided system implemented in 2008 and located on a secure LAN. The system captures, encrypts, and transmits blinded HIV/AIDS electronic reports to CDC. The data is downloaded into SAS for analysis. eHARS encrypts and transmits blinded monthly reports to CDC. eHARS has the capacity to receive lab results electronically from public and private labs, hospitals, and private physicians. Data is also entered manually from labs that currently submit results via fax, phone, and mail.
- **PRISM** - a publicly-available open source web-based STD case management information system that will be implemented prior to 2013. PRISM (Patient Reporting, Investigation and Surveillance Manager) is a web-based application designed to manage reportable STDs for CDC reporting and other statistical needs and provide STD/HIV field staff with real time access to the system for record searching and STD/HIV case management. PRISM also can receive electronic lab results from the MSDH laboratory and other labs which have the capacity to report electronically. This will decrease the time frame in which reports are entered into the system.

One of the key roles of PRISM is generating field reports, which are electronically sent to field staff. The district Disease Intervention Specialist (DIS) supervisor assigns the electronic field reports to the disease prevention field staff. The field staff conduct follow up visits at the patient's residence and records the field visit on CDC supplied templates to capture essential data. This information is captured by PRISM and made available to Central Office staff electronically. Also, an HIV Interview Record (Form No. 917) is completed on individuals who are newly reported with

HIV infection. The completed Interview Records are then mailed (via courier service) to the STD/HIV central office in Jackson. The information on the interview records goes through a QA and validation process before it is transcribed into the STD/HIV system.

Infected sexual contacts, suspects and associates which are captured during follow up field visits with the initial patient trigger a new patient record. There is a follow up interview process that the field staff performs for each contact which is then entered into PRISM. The follow up interview process is an iterative process that continues for each new contact made by the initial patient and that patient's contacts. PRISM also serves as a management tool in determining the performance of the STD/HIV field staff. Reports with all identifying information removed are generated monthly and are sent to the CDC reporting system. A morbidity report is summarized and disseminated to each district.

- **CAREWare** – a free, scalable software for managing and monitoring HIV clinical and supportive care. CAREWare data may be exported to the Ryan White HIV/AIDS Services Report (RSR), a requirement of HRSA funding. Any electronic health report or patient information management system used by the Office must be “RSR Compatible”. More information about CAREWare is available at <http://hab.hrsa.gov/manageyourgrant/careware.html>. More information about the RSR system is located at <http://hab.hrsa.gov/manageyourgrant/clientleveldata.html>.
- **EvaluationWeb** - a CDC HIV testing data reporting program which is used to collect and report data variables required by the CDC Program Monitoring and Evaluation Branch. System requirements are located at <http://www.xpems.com>.

There are several technical requirements that are needed for a new patient information management systems (PIMS) electronic medical record (EHR) for use in providing STD/HIV care and services. The STD/HIV Office will require the EHR to:

1. Permit secure electronic data transfer on a need-to-know basis with other electronic medical records. For example, MSDH will refer patients from the MSDH HIV Early Intervention Program to the University of Mississippi Medical Center for HIV treatment. Medical history, review of systems, and other information should be transmitted to the physicians at UMMC to provide the appropriate care.

- Patients seen at UMMC may also need protected health information sent to the health department to enroll in the AIDS Drug Assistance Program.
2. Permit third-party billing and reimbursement using the appropriate STD/HIV diagnosis and procedure codes to generate revenue for STD/HIV services at MSDH clinics.
  3. Allow specific data to be exported from PIMS/EMR into eHARS and PRISM to fulfill CDC disease surveillance reporting requirements.
  4. Allow data variables to be exported from the PIMS/EMR into CAREWare and EvaluationWeb for monitoring and evaluation measures set by the federal agencies.

#### 17.11 Immunization (Mississippi Immunization Information Exchange – MIIX)

The proposed solution must include a two-way interface with MIIX to programmatically allow MIIX to receive patient demographic information from PIMS, send immunizations from MIIX to EHR, and provide a “hot key” from PIMS to MIIX.

##### Program Description

- **How the Registry works**  
Registry entries are submitted from private and public health care providers. If you receive an immunization from one of our public health clinics, it is recorded for you in the Registry. If you receive an immunization from a private physician who participates in this program, your immunization will also be automatically recorded.
- **Whom we register**  
The Immunization Registry operates statewide in all 105 public health clinics throughout nine districts. We currently have approximately 600,000 clients on file and five and a half million shot records. The target age groups consist of two, 0-2 years of age and the extended group of 0-18 years of age.
- **Finding immunization records**  
Information in the Registry is currently used primarily by public health clinics. Private providers, parents, legal guardians, daycare operators, and school nurses can call the Immunization office to obtain immunization histories on children. A fax line is also available to address inquiries for information.  
This web application allows enrolled users to conveniently search for patients in the MIIX Central Registry and to view the patients' vaccination

record. In addition, authorized users can add and edit patient records and vaccination records, as well as maintain facility, physician, and lot number data.

17.11.1 MIIX must access patient data in PIMS. Examples of the data to be accessed in PIMS are:

- Patient Name
- Address
- Contact flag
- VFC status

17.11.2 Patient Flow

The Patient Flow is as follows:

- a) Clerk logs on to computer at the beginning of the day. Establishes clerk on the Active Directory of MSDH.
- b) Clerk logs in to search for patient in PIMS.
- c) Clerk updates/registers patient; modifies/enters other demographics and records health plan / billing information in PIMS.
- d) PIMS sends VXU message to the registry (full demographic record, contact flag, VFC status, etc).
- e) Clerk clicks button in PIMS and opens the registry window in context. The registry needs username, PIMS ID, patient FN and DOB, etc.
- f) User logged into the registry automatically.
  - The registry does not prompt user for username/password because the user is authenticated based on their Active Directory login.
  - The registry access levels and permissions are defined and validated in the registry based on the username.
- g) The Registry Vaccination View/Add screen opened in patient context.
  - Alternative flow: The registry cannot find exact match of patient:
    - Screen automatically opens to Patient Search screen results using patient first initial and DOB.
    - Clerk selects the correct patient and/or adds a new patient.
- h) Clerk enters historical vaccinations on Vaccination View/Add screen in the registry.
  - Optional; clerk updates Patient Language.

- i) Clerk prints Patient Forecast in the registry and attaches to Patient Record.
- j) Patient receives vaccinations from nurse.
- k) Nurse enters/validates VFC Status and enters administered vaccinations in the registry (Note: VFC status also sent from PIMS but should be verified at each opportunity)
- l) Patient returns to clerk with VAR.
  - Alternative flow:
    - Clerk enters administered vaccinations in the registry when patient returns to clerk. (Flow can be used when nurse does not have computer access).
- m) Clerk enters both vaccination and non-vaccination billing codes into PIMS.
- n) Clerk schedules next appointment.

Assumptions:

- All batch imports (Pharmacy, Vital Records, Private Provider exports, etc) go to the registry. Immunization history should be sent from MIIX to PIMS.

Integrate directly with PIMS

1. Create a mapping in MIIX to map the PIMS user to the MIIX user.
  - a. When PIMS is replaced, the new system will use the standard naming convention and this mapping will no longer be necessary.
2. When PIMS calls MIIX, the PIMS user is sent in addition to the patient id.
  - b. The PIMS user is encrypted using an encryption key shared between PIMS and MIIX.
  - c. The combination of the username and the encryption key indicate that this user has already been authenticated by PIMS.
3. This option has no Active Directory calls.
4. This option will require additional administrative maintenance until the new PIMS system is in place.
  - d. Mappings for current, existing users will be migrated.
  - e. New users will require their mapping to be added by an administrator.

17.12 Women, Infants, and Children (WIC)

17.12.1MSDH is in the process of replacing their legacy WIC System with the WIC SPIRIT System. Exhibit C contains the “Field Sharing Between SPIRIT and PIMS”.

#### 17.13 Envision

17.13.1Mississippi Envision is the Medicaid online eligibility site. The web address is <https://msmedicaid.acs-inc.com>. It provides users with client information like Medicaid eligibility, coverage dates, correct name and address of client, MississippiCAN coverage dates, Medicare number and coverage dates among other information. MSDH users are assigned a user name and password by the agency master administrator. They go to Inquiry Options, Eligibility Inquiry and then search by client number or, if the client number is not available, search by name, date of birth and social security number.

#### 17.14 Oral Health

17.14.1Oral Health utilizes an application called SEALS that was designed to collect data for the school-based programs. SEALS is designed to capture data regarding your sealant program in a form that allows you to generate summary reports both for an individual event and for your program as a whole. SEALS also saves your data in a format such that state-level program administrators (in states with decentralized programs) may use the data from your program and other programs in the state to generate summary reports at the state-wide level.

17.14.2You will enter the event-level data from the “SEALS Event-Level Data Collection Form” for each site (or event). You will also enter data regarding each participant/patient at each event from the “SEALS Child-Level Data Collection Form”s. Then you may generate, print, and export reports and/or export your raw data to create graphs or do additional analysis. Additional information regarding the SEALS Application is found in Exhibits D and E.

#### 17.15 NATUS

17.15.1Neometrics, a division of Natus developed the Newborn Screening, Birth Defects Registry and Early Hearing databases. The database developed by Neometrics is a multi-user, menu driven program with functions available to perform data entry, provide on-line search capability, automate results processing and produce periodic reports. The software has a number of specialized utility programs that help manage the data on the system.

#### 17.16 MS-HIN

17.16.1 The Mississippi Health Information Network (MS-HIN) is the statewide health information exchange which allows healthcare providers to share clinical information to improve patient safety and health outcomes. The value of the MS-HIN is created by implementing standards-based interfaces with provider EHRs and consolidating key patient-centric clinical data into a singular record available to participating providers. The Mississippi Health Information Network (MS-HIN) is committed to implementing a secure trusted statewide health information exchange of "protected health information" (PHI) that is consistent with state and federal privacy and security laws. One of the primary responsibilities of MS-HIN is the protection and safeguarding of patient and clinical information. Patient data is protected using MS-HIN Privacy and Security Guidelines  
[http://www.ms-hin.ms.gov/hin/MS-HIN.nsf/webpages/privacysecurity\\_pstext?OpenDocument](http://www.ms-hin.ms.gov/hin/MS-HIN.nsf/webpages/privacysecurity_pstext?OpenDocument)).

The EHR will interface with the state's health information exchange (HIE), Mississippi Health Information Network (MS-HIN). The vendor will conduct a data sharing and integration assessment, and from the results, deliver an MS-HIN integration plan that addresses integrating the EHR with the state's HIE (MS-HIN) and MSDH internal data sharing practices of data collected by the EHR. The assessment will include representatives from the vendor staff, MS-HIN, MSDH program and IT staff, and other stakeholders deemed necessary. The implementation plan should address leveraging of data, infrastructure, timelines, and any phased integration approaches necessary.

## 17.17 KRONOS

17.17.1 MSDH is implementing a timekeeping system (KRONOS) that will track time and attendance. KRONOS will also include an activities module where employees will be able to charge their time, if applicable, to the various funding sources.

17.17.2 However, medical personnel, because of the nature of their jobs, will not be accounting for their patient care hours through this application. Instead, MSDH is developing a procedure where we count the number of each funded procedure (specified by the activities defined to KRONOS by the program area) performed by each provider during each encounter. These counts will be multiplied by real time factors in a table that contains the time it should take to perform the procedure (based on 30 years of doing so) to derive the total time a provider spent performing funded procedures. These times will then be combined with the times collected by the KRONOS activities module.

17.17.3 The EHR will need to interface with KRONOS. The EHR should provide the ability to time stamp when the provider begins and ends the patient encounter. This information is required to determine the length of time spent on the encounter (not necessarily at the time the encounter is created in the system). The EHR should allow the provider to specify on the encounter. The time and activity will be linked to KRONOS to account for the clinician's time and activity.

#### 17.18 Hospital Discharge Data System (HDDS)

17.18.1 "Discharge data" is defined as the consolidation of complete billing, medical, and personal information describing a patient or resident, the services received, and charges billed for a single hospital stay. Each reporting facility reports discharge data to the MSDH on every inpatient and outpatient discharged, to include those seen in the Emergency Department.

17.18.2 The HDDS includes tracking all Mississippians, promoting public use of the data and generating research products that, along with aggregate reports, added value to the data and stimulates community and health improvements.

### 18. State Infrastructure and Network Requirements

#### 18.1 Platform Requirement

18.1.1 The proposed solution must reside on equipment in the Primary (Eastwood) and Secondary (Robert E. Lee) ITS State Data Centers. The Vendor can find details on the platform domain for the ITS State Data Center in the Infrastructure and Architecture plan located at the following address:

<http://www.its.ms.gov/Services/Documents/InfrastructurePlan.pdf>

#### 18.1.2 State Data Center

18.1.2.1 The following information provides an overview of the ITS State Data Center.

<b>State Data Center Physical Facility Attributes</b>
<ul style="list-style-type: none"> <li>• Facility is designed to withstand an F4 Tornado (200 MPH).</li> </ul>
<ul style="list-style-type: none"> <li>• Two diversely routed power feeds supporting the facility.</li> </ul>
<ul style="list-style-type: none"> <li>• Two 1.5 MegaWatt generators are dual-fueled for diesel and natural gas. Generators crank on diesel and mix with natural gas to extend run time between diesel refills for to up to 5 days.</li> </ul>
<ul style="list-style-type: none"> <li>• Facility currently has an 8,000 gallon diesel tank with a 10,000 gallon tank to be added in the near future.</li> </ul>
<ul style="list-style-type: none"> <li>• Three 3-ton chillers to support cooling requirements within the facility. Two chillers are active at all times and systems are rotated from active to inactive for maintenance or repairs.</li> </ul>
<ul style="list-style-type: none"> <li>• Facility has a 40,000 gallon in-ground water tank to support the chillers regardless of city water pressure. The system will refill from city supply when pressure is available or there is a refill inlet for a National Guard water tanker refill.</li> </ul>
<ul style="list-style-type: none"> <li>• Generators and cooling systems are housed in the protected facility.</li> </ul>
<ul style="list-style-type: none"> <li>• Living facilities in-house to support a critical operations team living and working for several days, including 2,000 gallons of water inside the building for drinking/cooking.</li> </ul>
<ul style="list-style-type: none"> <li>• Environmental systems are monitored and controlled by Johnson Control Infrastructure Computer System.</li> </ul>
<ul style="list-style-type: none"> <li>• Security systems including card and biometric access and security cameras posted throughout the facility and grounds.</li> </ul>
<ul style="list-style-type: none"> <li>• Intelligent system for fire alarm and suppression.</li> </ul>
<ul style="list-style-type: none"> <li>• Intelligent system for water detection and notification.</li> </ul>
<ul style="list-style-type: none"> <li>• The Command Center is the computer control and call center for the state voice and data network infrastructure as well as all mainframe and open systems platforms hosted in the facility. The Command Center utilizes industry standard ITIL best practices for change management and customer service/support.</li> </ul>
<ul style="list-style-type: none"> <li>• This facility is a 24 x 365 operation, including 24 x 365 armed security guards, 24 x 365 full operations staff, and technical engineers on call for urgent after-hours issues.</li> </ul>
<ul style="list-style-type: none"> <li>• The State owns and manages a 196 strand diversely routed fiber network connecting over 40 state agencies to the State Data Center.</li> </ul>
<ul style="list-style-type: none"> <li>• The State has re-purposed the Robert E. Lee Data Center facility to provide additional computing resources. This secondary facility incorporates power backup, added cooling capacity, highly reliable power, and full access to the fiber network providing additional capacity and redundancy for the primary State Data Center.</li> </ul>

<b>State Data Center Services</b>
<p><b>Systems:</b></p> <ul style="list-style-type: none"> <li>• Computing power in the State Data Center includes 3 enterprise mainframe computers, over 500 virtual servers, 4 major database subsystems, and over 140 TB (Terabytes) of online, high performance storage.</li> </ul>

<ul style="list-style-type: none"> <li>• The ITS virtual infrastructure is based on VMware version 5.0 and 5.1. The servers are configured in clusters with the ability to move virtual guests from one physical host server to another. Storage is delivered via a fiber channel SAN or an Ethernet NAS according to need. Operational backup is provided by agentless snapshot to disk based storage. Automatic patching is available for Microsoft operating systems via a Windows Update Server. Agent based virus protection is available from Symantec with a local signature server. The database subsystems supported are Microsoft SQL Server, DB2 UDB, Informix, and ADABAS.</li> </ul>
<ul style="list-style-type: none"> <li>• Support approximately 100 system software products.</li> </ul>
<ul style="list-style-type: none"> <li>• Provide assistance with the installation of application systems.</li> </ul>
<ul style="list-style-type: none"> <li>• Provide backup and recovery systems.</li> </ul>
<ul style="list-style-type: none"> <li>• Provide disaster recovery facilities and disaster recovery planning guidance.</li> </ul>
<ul style="list-style-type: none"> <li>• Provide database configuration and administration.</li> </ul>
<ul style="list-style-type: none"> <li>• Perform enterprise performance monitoring for systems.</li> </ul>
<ul style="list-style-type: none"> <li>• Manage the high availability virtual switching architecture that supports the virtual servers and storage systems.</li> </ul>
<p><b>Security:</b></p>
<ul style="list-style-type: none"> <li>• Support multiple perimeter and Data Center firewall implementations.</li> </ul>
<ul style="list-style-type: none"> <li>• Manage access control systems that utilize single-use, one-time passwords, and two factor authentication to enforce access and authentication policies for Data Center infrastructure.</li> </ul>
<ul style="list-style-type: none"> <li>• Support multiple perimeter and Data Center Intrusion Prevention Systems (IPS) that provide enterprise detection, reporting, and termination of unauthorized activity.</li> </ul>
<ul style="list-style-type: none"> <li>• Support Virtual Private Network (VPN) connectivity for secure connectivity of un-trusted third parties to state resources as well as access to the state network by remote state employees.</li> </ul>
<ul style="list-style-type: none"> <li>• Maintain security management and reporting system to monitor IPS events, firewall logs, and VPN concentrator logs for potential security threats.</li> </ul>
<ul style="list-style-type: none"> <li>• Perform multiple information security assessments on the Data Center infrastructure and systems annually.</li> </ul>
<ul style="list-style-type: none"> <li>• Provide virus protection and SPAM filtering via enterprise messaging services.</li> </ul>
<p><b>Telecommunications:</b></p>
<ul style="list-style-type: none"> <li>• Provide support for telephony services including local access, long distance, toll free access, and voicemail.</li> </ul>
<ul style="list-style-type: none"> <li>• Host audio, web, and event conferencing services.</li> </ul>
<ul style="list-style-type: none"> <li>• Manage and facilitate TCP/IP communications and addressing.</li> </ul>
<ul style="list-style-type: none"> <li>• Provide support for H.323 IP Video Services.</li> </ul>
<ul style="list-style-type: none"> <li>• Host and manage Domain Name Services (DNS) for state government domains.</li> </ul>
<ul style="list-style-type: none"> <li>• Manage the high availability virtual switching architecture supporting the fiber optic network in the Jackson metro area.</li> </ul>
<ul style="list-style-type: none"> <li>• Manage the core network infrastructure in the Data Center for the fiber optic and Multi-Protocol Label Switching (MPLS) network.</li> </ul>

<b>General Data Center Services:</b>
• Technical expertise to support all hosted and supported platforms.
• 24 x 365 operations with 24-hour on-call technical engineering support.
• Monday – Friday, 7:30 AM – 5:30 PM Service Center that routes calls to the person most capable of providing the necessary assistance.

18.1.3 Vendor must describe in the proposal submitted in response to this RFP how this will be accomplished. This detail must include, at a minimum:

18.1.3.1 Recommended hardware needed to accommodate the proposed solution in the Primary (Eastwood) and Secondary (Robert E. Lee) State Data Centers including the capacity of equipment needed to run the proposed solution in a shared environment. Recommendations should not include references to specific manufacturers or cost; and

18.1.3.2 Recommended software needed in conjunction with the proposed application. At the State’s option, the Vendor may be required to support the State’s configuration of the software for the proposed solution.

18.1.3.3 Vendor must provide a phased implementation schedule for supporting infrastructure necessary for the application.

18.1.4 Network Infrastructure

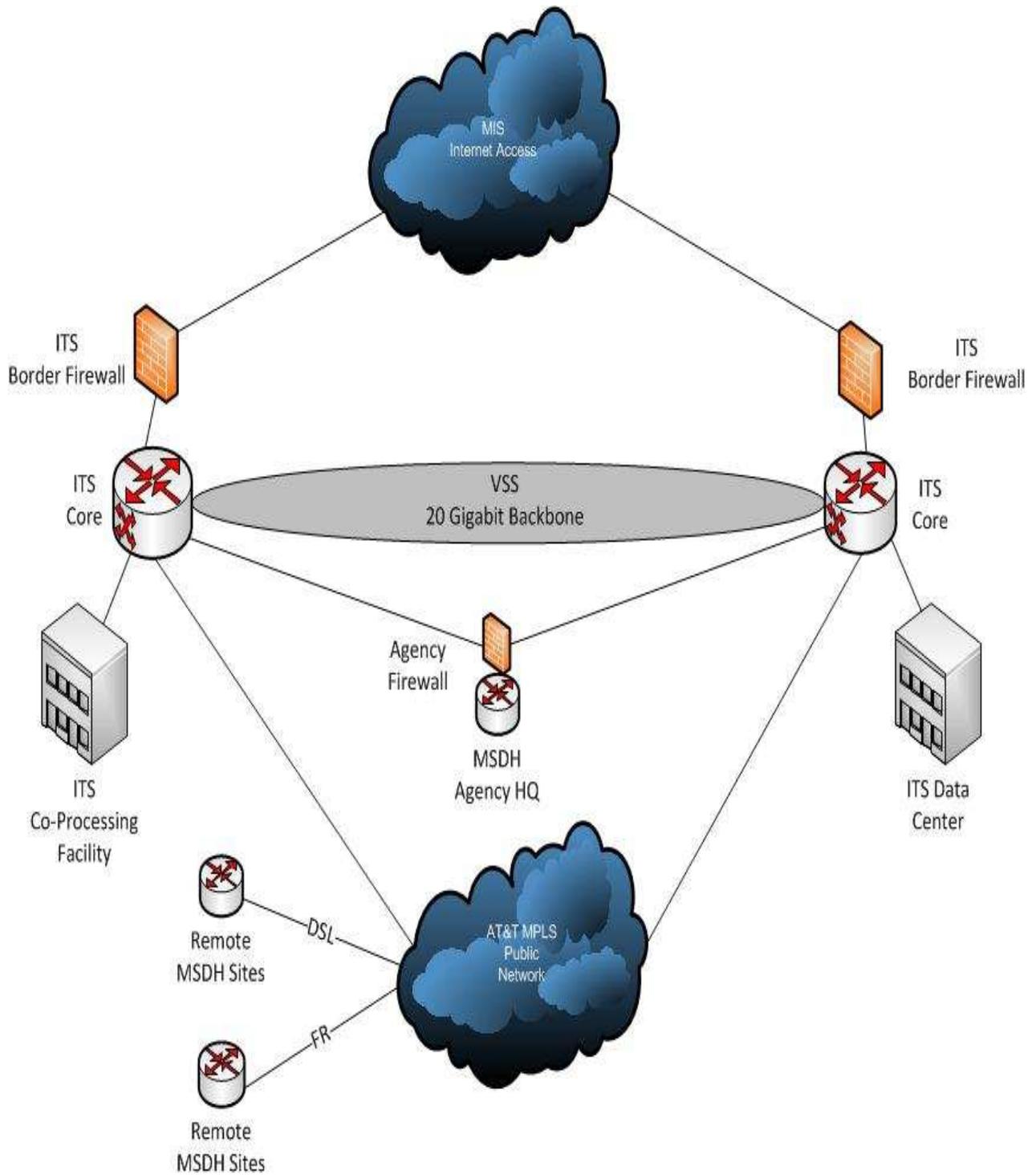
18.1.4.1 The data network used by state government consists of two distinct infrastructures. The wide area network (WAN), which connects remote office locations throughout the state back to the Capitol Complex fiber network, utilizes Multi Protocol Label Switching (MPLS) technology for transport. AT&T is the provider of this service under a long-term agreement which allows for all products and services to facilitate the co-existence of all governmental entities on the network with multiple options for connectivity, performance, and quality of service. The network supports the following for state government use:

- LAN/WAN interconnections
- High-speed image transport
- Host-to-host connections
- Client/server applications
- TN3270 applications

- Statewide Email
- Remote systems management
- IntraNet web-based services
- Internet access, services, and web-based applications
- Voice IP trunking
- H.323 IP-based video
- GIS

The Capitol Complex Metro Area Network (MAN) is an infrastructure component that supports high speed data, voice, and video connectivity for all major state government buildings in the Capitol Complex, the Education and Research (E&R) Complex, as well as buildings along the diverse fiber paths between the two core network hubs. The infrastructure includes fiber connectivity within and between buildings plus the necessary routing and switching hardware. The resulting fiber network provides both redundant and resilient access to the State Data Center (enterprise servers, E-Government portal, and the State Voice Communications Platform), and the Internet by utilizing Cisco's Virtual Switching System (VSS) architecture. The MAN is also a gateway to and from other agency sites statewide via the AT&T Multi-Protocol Label Switching (MPLS) network.

The Mississippi State Department of Health network is one of several logical networks that utilize the State's MPLS and Capitol Complex fiber network infrastructures. Workstations are located at the central office, district offices and remote field offices. Workstations have access to the State's mainframe current PIMS application, which resides at the State Data Center. The following diagram illustrates this network:



## 18.2 Network Communication/Security Requirements

18.2.1 The current network environment is described in Item 18.1.3 of this section. The proposed solution must be able to operate within the existing network structure. The Vendor can also find details on the State Network domain in the Infrastructure and Architecture plan located at the following address:

<http://www.its.ms.gov/Services/Documents/InfrastructurePlan.pdf>

18.2.1.1 Remote MSDH sites are attached using MPLS and either full T1's or partial T1's.

18.2.2 Vendor must describe in the proposal submitted in response to this RFP, how this will be accomplished. The proposed solution must meet or exceed the following minimum requirements:

18.2.2.1 Applications must not run any service or program as user root, super administrator, super user, administrator, or supervisor. Only sufficient rights as needed to run the service or program shall be assigned to the running sign-on.

18.2.2.2 All web applications being contacted through the Internet will interact with a reverse proxy for this access. Production applications requiring proxy services must also use proxy access for Development environments.

18.2.2.3 The IP of origin for all elements communicating with these applications must be identified and submitted along with the list of ports on which the application will be accessed.

18.2.2.4 The application must adhere to the State Security Policy. This policy can be found at the following:  
<http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>.

18.2.2.5 The application must also adhere to MSDH security policy. Since this policy is not published, the Vendor should contact Donna Hamilton to obtain a copy of this policy.

18.2.2.6 During the design phase, prior to any implementation work, all TCP/IP ports must be identified for all communicating parts of the applications. Any ports not identified and opened specifically will be blocked by default.

18.2.2.7 Inbound connections from the Internet will be restricted to only ports TCP 80 and TCP 443, for only HTTP and HTTPS

protocols. No other inbound-initiated ports will be allowed to servers residing on the State Network unless entering the state network over a VPN.

- 18.2.2.8 Database and application security assessments must be performed when an application is modified or updated before moving to production.
- 18.2.2.9 Vendor must fully detail the firewall requirements for the proposed applications.
- 18.2.2.10 Vendor must fully detail and diagram traffic patterns of all applications across all network segments.
- 18.2.2.11 Vendor must support OS and application security patches in a timely fashion.
- 18.2.2.12 The application must be PCI compliant if the application performs any payment processes, or if PCI data will be stored.
- 18.2.2.13 The proposed system must interface with the State's payment processing engine.
- 18.2.2.14 Vendor must provide bandwidth requirements for all proposed sites for the proposed application.
- 18.2.2.15 Vendor must provide special input/output operations per second (IOP) requirements for storage.
- 18.2.2.16 The proposed schedule/plan must allow the State a minimum of three (3) months to acquire any equipment, etc, and to prepare a network design to meet the minimum capacity requirements.

**19. Additional Technical Requirements**

- 19.1 Vendor's application must be compatible to run in a virtualized environment, utilizing EMC's VMWare version 5 or higher.
  - 19.1.1 The ITS State Data Center's infrastructure is standardized on EMC's VMWare.
- 19.2 The proposed database must be Microsoft SQL Server (SSAS).
- 19.3 The client must be browser-based. The solution must be compliant with Microsoft Internet Explorer 7 or higher.

- 19.4 Any functions requiring e-mail (e.g. alerts) must be compatible with SMTP. MSDH uses Microsoft Exchange as their e-mail system.
- 19.5 Vendor must provide in their proposal submission a general Backup and Recovery Plan that addresses all levels of the proposed system (i.e., database servers, file servers, client workstations, etc.). The plan must provide a methodology of performing database backups and/or maintenance with minimal downtime.
- 19.6 Vendor must provide in their proposal submission a general Disaster Recovery and Business Continuity Plan that includes the proper procedures and tasks to be performed by system participant groups and stakeholders. The State currently has a Business Continuity Plan and recovery services contract with IBM that covers the ITS State Data Center's shared infrastructure. Dedicated equipment for this project will have to be added as an amendment to the existing contract. The procedures listed in the plan must include the following details at a minimum:
  - 19.6.1 Task components;
  - 19.6.2 Sequence of activities;
  - 19.6.3 Participants' roles (MSDH staff, clients, and other state contractor project staff);
  - 19.6.4 Escalation procedures;
  - 19.6.5 Manual processes for continuing critical tasks; and
  - 19.6.6 Reconciliation process following system restoration.
  - 19.6.7 Define any additional security processes and procedures documented in the plan in the event of the following:
    - 19.6.7.1 Unscheduled site downtime;
    - 19.6.7.2 Unscheduled telecommunications network downtime; and
    - 19.6.7.3 Instances other than the above listed causes for system downtime requiring emergency data backup and recovery procedures, that is, natural disasters.
- 19.7 The Vendor solution must integrate with automatic job scheduling capabilities that will allow Server Administration to define (add), modify, disable, and delete scheduled reports or utility programs.

- 19.8 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost.
- 19.9 The proposed solution must comply with the following state and federal standards:
- Health Insurance Portability and Accountability Act (HIPAA)  
<http://www.hhs.gov/ocr/hipaa/>
  - Health Level Seven (HL7) version 2.5 Standards for Messaging and the Reference Information Model (RIM)  
<http://www.hl7.org/>
  - Logical Observation Identifiers Names and Codes (LOINC) laboratory terminology standards  
<http://www.regenstrief.org/loinc/>
  - The Systematized Nomenclature of Medicine (SNOMED)  
<http://www.snomed.org/>

## 20. Database Requirements

- 20.1 MANDATORY - Database designs are required to be based on the Microsoft SQL Server 2012. Microsoft Access designs will not be accepted.
- 20.2 Vendor will comply with the MSDH Standard Database Design Lifecycle that includes the Test, QA, and Production environments and migration paths.
- 20.3 MSDH production databases will reside in a central server instance of the RDBMS that is physically located in the ITS State Data Center.
- 20.4 The application cannot reside on the database server. It must be separated onto a different server from the RDBMS in a true client/server configuration.
- 20.5 The RDBMS cannot be used just as a repository of flat tables, reference tables, or control table structures that simply support intermediate layers or meta-layers of business-rules or application logic.
- 20.6 The database RDBMS design is required to be truly relational and take full advantage of all available RDBMS objects and features, such as partitioned tables, partitioned indexes, stored procedures, packages, package bodies, triggers, sequences, functions, and XML database structures.
- 20.7 The RDBMS design for source systems should be relational and take full advantage of RDBMS objects and features (when appropriate), such as partitioned tables, partitioned indexes, stored procedures, packages, package bodies, triggers, sequences, functions, and XML database structures.

- 20.8 The RDBMS design and structures cannot use any reserved system resources, such as the SYSTEM tablespace or SYSTEM-assigned index names in the case of Microsoft SQL Server 2012 or higher. This includes the use of the SYSTEM tablespace for temporary purposes, such as TEMP tablespaces or Global Temporary Tables, and dynamic temporary structures. The RDBMS structures must use resources specific to its design.
- 20.9 The RDBMS design is required to be normalized to third-normal form.
- 20.10 The RDBMS design and structures cannot use any internally-reserved keyword names for any object, such as tables, columns, indexes, and primary key constraints. The RDBMS structures must use naming conventions specific to its design.
- 20.11 The RDBMS design must support meaningful data extraction and reporting operations, such as Crystal Reports software (v.10 or higher) using standard Structured Query Language (SQL) statements, Multi-Dimensional Expression (MDX), or Data Analysis Expression (DAX) .
- 20.12 The RDBMS design will use the standard RDBMS relational features, such as primary keys, referential integrity constraints (foreign keys), and unique keys, to enforce and maintain transactional data integrity.
- 20.13 The vendor RDBMS design will conform to generally acceptable RDBMS coding standards to ensure consistency throughout the design. This will apply to all RDBMS object characteristics and relationships, such as columns and variables having meaningful names and primary and foreign keys having the same names across tables, etc.
- 20.14 All RDBMS and associated Data Definition Language (DDL), Entity Relationship Diagrams (ERD), Data Dictionaries, and Data Models will be developed with Entity Relationship for Windows (ERWin by Computer Associates, Inc.) or the latest revision of Microsoft Visio. Microsoft Access designs or models will not be accepted.
- 20.15 Upon contract award and prior to engaging, Vendor must submit thoroughly documented preliminary Data Definition Language (DDL), Entity Relationship Diagrams (ERD), Data Dictionaries, and Data Models for technical review by OHI's DBA's. Confidentiality of Vendor IP and items marked confidential will be maintained.
- 20.16 Every addition, modification, or change to the RDBMS or any database object will be modeled using MSDH approved modeling tools and is required to graduate through revision and configuration management control and be thoroughly documented and approved before implementation.

- 20.17 Vendor must acquire their own MSDH approved modeling tool licenses; Vendors cannot use the State's licenses.
- 20.18 Vendor will use an integrated database design toolset that includes source code control management, configuration management, and a web-based bug tracking/resolution system that is accessible by MSDH personnel.
- 20.19 The RDBMS must be capable of residing on and taking full advantage of Microsoft Windows Server 2012.
- 20.20 Vendor's DBA lead will work on-site for a portion of the project duration with the MSDH Database Administrators to design the RDBMS.
- 20.21 All database administration functions will be administered and executed by the Information Resource Management Database Administrator (IRMDBA) team. **ITS** will assist with database system administration functions and provide assistance to the IRMDBA team as requested.
- 20.22 Vendor will participate in design review meetings every two weeks.
- 20.23 The active transactional RDBMS will contain only 3- years-worth of current data (i.e. only the current and previous 2 years). All prior years of data are required to be stored in separate data warehouse tables or temporally-partitioned tables located within the RDBMS. This is required to accommodate efficient database administration of large data sets. Any data moved to the separate data warehouse classified as sensitive must remain encrypted. These historical tables will be transparently accessible by the client application for historical purposes, such as reporting and investigations. Legacy systems conversions, migrations, and loading into the new transactional RDBMS and data warehouse are required to meet these criteria.
- 20.24 Large portions of data and indexes will be stored in separate tablespaces or partitioned table and partitioned indexes. Current transactional data (the current and previous 2 years) and the historical data (prior years) and all indexes will be contained within their own separate tablespaces or partitioned tables and partitioned indexes.
- 20.25 The Vendor must perform a full database and application security assessment before moving any modules and/or again upon completion of the entire system prior to moving into production.
- 20.26 Database User Accounts - Accounts for each individual database user.
  - 20.26.1 Every individual who connects to the database will have their own account that will be auditable.

20.26.2 Individual users will not be allowed to share accounts or use any generic account. These accounts will have only the CONNECT role privileges that includes select, insert, update, and delete of data rows. Other privileges or functions, such as truncate table, will be granted on an as-needed basis.

20.26.3 User accounts will not be allowed to have database administrator (DBA) roles or ADMIN, SA, SYSTEM, SYS, SYSDBA, or SYSOPER system privileges grants in any MSDH database environment.

20.27 RDBMS-Owner Accounts - Accounts under which the database RDBMS is built or created.

20.27.1 RDBMS-owner accounts will not be allowed to have database administrator (DBA) roles or ADMIN, SA, SYSTEM, SYS, SYSDBA, or SYSOPER system privileges. They may have the RESOURCE, IMP\_FULL\_DATABASE, and EXP\_FULL\_DATABASE roles only in TEST.

20.27.2 Owner accounts may have only the IMP\_FULL\_DATABASE role in the QA testing and PROD production environments.

20.27.3 For Microsoft SQL Server 2012 R2, the database owner user can have DBO privileges but not SA privileges.

20.28 Other Accounts

20.28.1 Persistent-database-connection accounts, such as those for webservices or connection pooling purposes, will be granted only the CONNECT role. All account passwords are required to be encrypted.

20.28.2 Persistent-database-connection accounts will not be allowed to have database administrator (DBA) roles or ADMIN, SA, SYSTEM, SYS, SYSDBA, or SYSOPER system privileges grants in any MSDH database environment. Please see the Password Management section below for more details regarding passwords.

## 21. Security Management Requirements

### 21.1 Password Management Requirements

The following policies apply to passwords used on MSDH platforms. Each user must have his or her unique userid and password; generic userid/passwords will not be allowed.

- 21.1.1 Will be composed of a minimum eight (8) character string that includes a combination of lower and upper case alphanumeric characters, the numerals 0-9, and at least one (1) special character;
- 21.1.2 Will be restricted from using the UserID as the password;
- 21.1.3 Will be encrypted;
- 21.1.4 Passwords must not be sent in clear text over the network;
- 21.1.5 Passwords must not be stored in clear text on hard drives or any other electronic media;
- 21.1.6 Passwords for Security Administrators must require two-factor authentication;
- 21.1.7 Will only allow OHI Security Administration to control all aspects of password management;
- 21.1.8 Will allow the user to change his or her password without intervention from Security Administration, except in the case of password revocation;
- 21.1.9 Will not allow either the use of the user's full name or the same password when prompted for a new password;
- 21.1.10 Will provide for automatic notification of expiration of passwords. Security Administration must be able to set a temporary password that will expire after the initial use, forcing the user to set a new password;
- 21.1.11 Will ensure that passwords cannot be reused by a single individual within a specified time period to be defined by the DBA;
- 21.1.12 Will have a configurable expiration period and lead time period, however, both the expiration period and the lead time period must be configurable by the Security Administrator;
- 21.1.13 Will only allow a configurable number of attempts to log in with an invalid password after which the application will revoke it. At that point, the user will be notified by the application that his/her password has been revoked and the user must contact the Security Administrator to be reinstated;
- 21.1.14 Will be restricted from being reused.
- 21.1.15 Will log and record change history keeping a configurable number of prior passwords; and

21.1.16 Access to password protected systems must be timed out after a period of 30 minutes or less (see ITS security policy for exact wording.)

## 21.2 Security Administration Requirements

21.2.1 The proposed system must integrate with Active Directory or independently permit MSDH Security Administrator(s) to perform the following security configuration functions:

21.2.1.1 Specify privileges, access, and capabilities for each user;

21.2.1.2 Create roles/groups to define each user's data access based on job function in order to restrict user access at all system levels;

21.2.1.3 Associate a set of functions to a group and to a user (i.e., the system must be flexible enough to go the lowest level of defining a user's access);

21.2.1.4 Provide security and access controls that do not depend on 'hard-coded' program logic;

21.2.1.5 Perform all necessary tasks to manage users and security from within the application itself without the use of native database administration utilities; and

21.2.1.6 Present the user with only the menu options/features to which he or she has the security rights/privileges to access (i.e., the user must not see any menu items they do not have the authorization to access, even if they are "grayed out.").

21.2.2 The administration of security in all lifecycles of the application (Test, QA and Production) will be handled by the MSDH Security Administrator(s).

## 22. **Standard Application and Database Lifecycle Requirements**

22.1 Vendor will provide documentation, including manuals, e.g., operations, system maintenance, user and training, and plans, e.g., system integration and site implementation. The document is dynamic in that it will be modified to take advantage of new methodologies, techniques and tools. The documentation follows the latest OHI approved standards at the time of deployment of the solution.

22.2 Mississippi State Department of Health (MSDH) Office of Health Informatics (OHI) IRMDBA group requires all vendor COTS and in-house databases to graduate through a standard design lifecycle migration path that moves from TEST, to QA, to PROD database instances. The purpose of this requirement is to enforce strict revision control and configuration management on the project

Production database. Vendor will comply with the MSDH Standard Application Lifecycle that includes the Test, QA, and Production environments and migration paths.

#### 22.2.1 TEST

The TEST database environment is where technical database designs are developed and tested. This includes the structure, data, and data handling functions. The structure includes all relational database objects, such as schemas, tables, columns, column types and sizes, partitioned tables, indexes, partitioned indexes, primary and foreign key constraints, triggers, sequences, stored procedures, functions, packages, XML structures, user-defined object-oriented structures, SQL queries and scripts, PL/SQL routines, data dictionaries, data migration and loading scripts and utilities, etc. Iterative changes to the schema will be made only in the TEST instance. Only after the technical parties involved, such as the applications developers, Database Administrators (DBA's), vendors, managers, and others have agreed that the design is complete and functioning properly will the database be migrated to QA. This migration will occur via a backup (MS SQL Server) transfer or via incremental change SQL script. A hard-copy sign-off Database Object Migration form is required to authorize this migration. This form must be signed by both the Project Functional owner and the Applications Development and Support Manager.

#### 22.2.2 Quality Assurance (QA)

The database is either imported or restored (from backup) into the QA instance. QA is where the functional owners of the database test the functional readiness of the project. This includes local, remote, and field testing. Nothing, except data, is ever changed in QA. Any enhancements, modifications, improvements, additions, or changes to the database schema that result from QA testing are made in the TEST instance. Once again, for each and every structure change that results from QA or pilot testing, these changes are re-tested in the TEST database for technical correctness before they are migrated up to QA via an additional hard-copy authorizing Database Object Migration Form. Any subsequent new changes are required to go through this TEST-to-QA cycle again. Exceptions to this requirement are not considered nor allowed.

#### 22.2.3 Production (PROD)

Once all involved parties agree that the database design has been thoroughly tested and qualified in QA, it is then exported or backed up and migrated to PROD via a hard-copy authorization sign-off form. "Back-door" changes or modifications to the data in PROD are not allowed without a hard-copy signed Database Object Migration Form, which is

required to authorize the change to Production data. PROD is locked down in secure, reliable, and responsive production datacenter servers that are up and available 24x7x365 and are backed-up on a nightly basis for fast recovery. Project database documentation, in its final form, is required to be submitted to the IRMDBA group prior to migrations to PROD.

**23. Performance Requirements**

MSDH requires specific assurances that the proposed system will meet performance standards. Listed below are MSDH’s desired performance standards assuming that the State’s hosting environment and the MSDH network are functioning correctly. Vendor must agree to these performance standards or propose alternate standards that will be evaluated to determine acceptability in meeting this requirement.

- 23.1 The system must perform successfully in accordance with the RFP functional requirements, at the judgment of MSDH.
- 23.2 The system must perform successfully in accordance with all manufacturer’s and Vendor’s technical and user specifications.
- 23.3 Response time is defined as the time elapsed after depressing <enter> or a function key until the response is received back on that same screen. Response times should provide smooth screen scrolling and screen updates on local network attached desktops. Transaction response time should not exceed these preferred maximum response times during peak hours of 7 a.m. to 6 p.m., Monday through Friday. These times do not include the load time of any client software to start the application and connect to the database. The Vendor must provide a means of documenting these response times.
- 23.4 Average response times for workstations connected to the network are as follows:

Display of Forms	2 seconds
Information Transfer to and display at a remote workstation	2 seconds
Select and display information for a remote workstation	2 seconds
Display of associated information	2 seconds
Display of drop down field information	1 second
Committing information to the appropriate databases	3 seconds
Information status changes and displays	2 seconds
Database searches (with indexed data)	2 seconds
Database inquiries (with indexed data)	10 seconds

**24. Data Conversion Requirements**

- 24.1 The Vendor must develop in conjunction with MSDH staff a written Conversion Plan to transfer existing data to the new system. This plan must clearly identify in

detail the responsibility of the Vendor and the State in regards to all steps, tasks, activities, events, milestones and resources necessary for the conversion process

- 24.2 The Vendor must design, develop and implement any automation to be used in conversion. The Conversion Plan must detail the design, development and test procedures for all electronic conversion programs and scripts required to transfer data from the current systems to the new system. The plan must include tasks to convert all electronic and manual data. It must address methodology, timing and handling of exception conditions and validation techniques and be approved by the MSDH.
- 24.3 It will be the Vendor's responsibility to complete the successful conversion of the existing data prior to QA/Acceptance testing.
- 24.4 Conversion costs should be calculated based on the hourly rate times the anticipated level of effort involved. Vendor should propose a not-to-exceed price for the conversion effort. For this phase alone, Vendor will be compensated for actual hours expended up to the not-to-exceed cost rather than by deliverable or firm fixed price. Cost should be included in Section VIII: Cost Information Submission.
- 24.5 MSDH will be solely responsible for sanitizing the existing data. Additionally, MSDH will bear sole responsibility for providing all manual data entry required to provide a fully functioning system.
- 24.6 The Vendor must provide a means to populate any new data elements into the new system in as automated a fashion as possible. MSDH will be responsible for populating any new required system data elements that do not exist in the current MSDH system.
- 24.7 The Vendor must provide statistical reports with record counts to show where data are imported from and where it now resides to enable MSDH to verify that the desired results have been achieved. MSDH will be responsible for the quality and integrity of the existing system data to be used in the conversion process.
- 24.8 The Vendor must provide all programs required to interrogate existing MSDH data files and to identify conversion issues and missing data elements required for the new system.
- 24.9 The Vendor must submit formal Conversion Test Results for MSDH to view and approve prior to the final file conversion. MSDH will be responsible for the manual analysis of data from the existing system prior to using that data for the new system.
- 24.10 The Vendor must provide as a component of data conversion, a data entry mechanism to capture historical data that currently exists on paper or cards only.

- 24.11 The Vendor must provide a means of identifying records that are converted from current legacy systems and imported into the new system.

**25. Installation and Testing Requirements**

- 25.1 Vendor will be responsible for installation of the solution on infrastructure residing in the State's Primary (Eastwood) and Secondary (Robert E. Lee) Data Centers. Upon installation, Vendor must provide adequate testing to ensure that the solution is fully operational, performing properly and provides all functionality required by MSDH.
- 25.2 Vendor must provide minimum capacity requirements for the proposed solution's virtual servers and storage.
- 25.3 The Vendor must provide as a deliverable an "Acceptance Test Plan" (ATP). The ATP must be developed in conjunction with MSDH staff and must show events, sequences and schedules required for testing and acceptance of the system. The Customer must provide written approval that the proposed ATP is complete and acceptable.
- 25.4 The Vendor must provide technical staff onsite to participate in the Acceptance test as requested by MSDH.
- 25.5 The Vendor must complete the required System Administrator and Security Administrator training for MSDH staff prior to the start of QA/Acceptance testing. Refer to Section VII, Item 28 Training for more information.
- 25.6 The Vendor will be responsible for providing, in conjunction with MSDH staff, a help desk for users until Final Acceptance of the system is completed.
- 25.7 MSDH staff will be responsible for installing the software from the into the test environment. The Vendor will be responsible for conducting an operational test of the system in conjunction with MSDH staff. All functions of the system must be demonstrated to be operational. Following successful System Test, Vendor must certify in writing that the system is ready for Quality Assurance (QA)/Acceptance Testing and will perform in accordance with the functional and performance requirements stated in this document. The Vendor must ensure that the system in general and each module of the system in particular operate according to specifications before turning the system over to the Customer for QA/Acceptance testing.
- 25.8 MSDH staff will be responsible for conducting QA/Acceptance testing. The Vendor must provide technical staff onsite to participate in the QA/Acceptance test as requested by MSDH. All functions of the system must be demonstrated to be operational by MSDH staff to ensure that proper training and knowledge transfer have been received.

- 25.9 The purpose and net result of the QA/Acceptance test is to determine that the installed system meets the technical and functional requirements outlined in these specifications. All defects will be documented and categorized by the State as described below. All corrections will be made in the development environment and migrated into the testing environment to be QA/Acceptance tested.
- 25.9.1 Severity Level 1 shall be defined as urgent situations, when the production system is down and the MSDHC is unable to use the system; the contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the contractor shall return the State's call within one (1) business hour. The contractor shall resolve Severity Level 1 problems as quickly as possible which, on average, shall not exceed two (2) business days, unless otherwise authorized in writing by the State.
- 25.9.2 Severity Level 2 shall be defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the State's environment. The system may operate but is severely restricted. The contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the contractor shall return the State's call within two (2) business hours. The contractor shall resolve Severity Level 2 problems as quickly as possible which, on average, shall not exceed three (3) business days, unless otherwise authorized in writing by the State.
- 25.9.3 Severity Level 3 shall be defined as a minor problem that exists with the system but the majority of the functions are still usable and some circumvention may be required to provide service. The contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the contractor shall return the State's call on average within three (3) business hours. The contractor shall resolve Severity Level 3 problems as quickly as possible which, on average, shall not exceed ten (10) business days, unless otherwise authorized in writing by the State.
- 25.9.4 Severity Level 4 shall be defined as a very minor problem or question that does not affect the system function (e.g., the text of a message is worded poorly or misspelled.) The contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the contractor shall return the State's call within four (4) business hours. The contractor shall resolve Severity Level 4 problems as quickly as possible which, on average, shall not exceed 15 business days, unless otherwise authorized in writing by the State.

25.9.5 General Assistance: For general software support/help desk calls not covered by the above severity level descriptions, the contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the contractor shall return the State's call within five (5) business hours.

25.10 The State will certify in writing when the system has completed QA/Acceptance testing and is ready for Pilot testing.

## 26. **Final Acceptance Requirements**

26.1 After completion of QA/Acceptance testing, MSDH shall begin the deployment of the system. The State shall begin the Final Acceptance period of ninety (30) working days. "Final Acceptance" shall mean written notice from the State that it has accepted the system upon successful completion of the 30 working day period of statewide production deployment during which time the system conformed in all material respects to the applicable specifications with no additional defects found.

26.2 This period includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective documentation. Any defects found will be documented and prioritized by the State and must be corrected by the Vendor at no additional cost within the time frame specified by their priority level. All corrections will be made in the development environment and migrated into the testing environment to be regression/QA tested. All new releases must be approved by MSDH prior to being moved into production.

26.3 Following Final Acceptance of the system by the State, the Vendor must deliver the integrated design framework which contains all relevant tools and technical information required to implement, modify and maintain the application for any developed and/or custom tailored software.

## 27. **Post-Implementation Support**

27.1 The Final Acceptance period will be followed by ninety (90) days of Post-Implementation Support prior to the start of the minimum warranty period. The Post-Implementation support period will not begin until the Vendor has received written notification of Final Acceptance from MSDH.

27.2 Any defects found will be documented and prioritized by the State. During this period, the Vendor will agree to correct any errors discovered at his own expense and in accordance with the specified amount of time for that category.

27.3

27.4

## 28. **Training**

- 28.1 The Vendor must be able to furnish a full range of training to MSDH staff. The training strategy and approach of the Vendor should provide for:
- 28.1.1 Training material that is consistent in content;
  - 28.1.2 Classes that build upon newly learned skill through repetition;
  - 28.1.3 Training that is competency-based and results oriented;
  - 28.1.4 Training sensitive to the lack of computer experience of MSDH or supporting Agency staff;
  - 28.1.5 Security and System Administration training delivery immediately prior to QA/Acceptance testing;
  - 28.1.6 End-user training delivery for the pilot sites immediately prior to pilot testing; and
  - 28.1.7 Following implementation, Vendor must provide train-the-trainer delivery to MSDH staff in preparation for the transfer of ongoing training responsibility to the MSDH.
- 28.2 The Vendor must provide instructor led, hands-on training from qualified persons possessing proven expertise in the system who are able to answer questions that can be expected to arise during the training session.
- 28.3 Prior to QA/Acceptance testing, the Vendor must provide System Administrator training for up to ten (10) MSDH staff members to support the new system. Instructor led, hands-on training is required and qualified persons possessing proven expertise in the system who are able to answer questions that can be expected to arise during the training session must conduct the training.
- 28.4 Prior to QA/Acceptance testing, the Vendor must provide Security Administrator training for up to five (5) MSDH staff members to support the new system. Instructor led, hands-on training is required and qualified persons possessing proven expertise in the system who are able to answer questions that can be expected to arise during the training session must conduct the training.
- 28.5 The Vendor's technical staff must provide support to the state trainers during the first four (4) weeks following system rollout. With comprehensive instruction and appropriate support from the Vendor, MSDH anticipates that state trainers will not only facilitate the statewide training process, but will also support the need for future staff training after the completion of new system implementation.

- 28.6 The Vendor must include in the proposal response a high-level training plan. This plan will be used as the basis for developing the project training plan in conjunction with MSDH staff as a contract deliverable. The high-level plan must include at a minimum:
- 28.6.1 a proposed training schedule,
  - 28.6.2 identification of specific training units or modules,
  - 28.6.3 the target audience of each training module,
  - 28.6.4 an outline of the material to be covered in each segment of training,
  - 28.6.5 training methods and materials to be used in each module,
  - 28.6.6 the course length in instructional hours and calendar days,
  - 28.6.7 a list of any additional training deemed necessary by the contractor,
  - 28.6.8 objectives for each training module and specific goals to be achieved by the trainees,
  - 28.6.9 the means by which training success (e.g., trainee retention and competence) is measured and
  - 28.6.10a competency-based assessment.
- 28.7 The State will provide training facilities and equipment. Upon award, the Vendor must establish a training schedule after consultation with MSDH training staff for use of facilities and equipment. Training shall be scheduled at a mutually agreed upon date between the Vendor and MSDH. This schedule must coincide with the installation schedule. State and local agency staff must be fully trained on the entire system prior to implementation.
- 28.8 All training materials are considered a deliverable and must be submitted to the State with adequate time for the State to review and approve the materials prior to the beginning of the actual training. All training materials will become the property of the MSDH including training plans, guides, training review instruments, computer-assisted aids, and audio-visual aids. The Vendor must supply electronic copies, for unlimited reproduction, of all course materials. The Vendor will be responsible for reproduction and distribution of the initial training materials. The attendees upon completion of training will retain the course materials.
- 28.9 The State will determine when training is sufficient for successful operations. If the initial session is insufficient and the State determines that additional training is

needed, the Vendor will provide such additional training at no additional cost to the State.

- 28.10 The Vendor may propose computer-based training (CBT) in addition to the instructor-led training described above. Describe the CBT available and provide cost as an option in the Cost Information Summary.
- 28.11 If there are system changes, upgrades, enhancements or new releases of the software that require additional training, the Vendor shall provide such training as needed for successful operation of the system.
- 28.12 The Vendor must include the cost associated with providing a comprehensive training program and all associated training materials in Section VIII: Cost Information Submission. The Vendor must also include an hourly rate for any additional training that may be required.

## 29. **Documentation Requirements**

- 29.1 Upon installation, the Vendor must provide searchable, electronic copies of the following documentation for the final system that shall include, but not be limited to:
- 29.1.1 User documentation
- System overview
  - Data entry procedures explanation
  - Step-by-step operating procedures
  - Problem resolution materials
  - Error message descriptions
- 29.1.2 System documentation
- Management summary
  - Technical summary
  - Application architecture layout
  - Description of system operation
  - System flow charts
  - Data dictionary and data model
- 29.1.3 Program documentation
- Input/output interfaces
  - Record layouts and/or database schema or dictionary
  - File descriptions
  - Program descriptions

29.1.4 Database operations/administration documentation

- Items relating to physical file and directory names
- Recording hardware and software problems
- Error Messages and correction procedures
- Troubleshooting guide
- Powering up and shutting down the equipment
- Procedures for running and correcting jobs

29.1.5 Security documentation for the final system:

- Assignment of groups/roles
- Identification and authentication
- Access control
- Accountability/Audit log
- Critical security parameters

29.2 Vendor must provide, at no additional cost, any documentation updates for any/all code changes, schema changes, and system changes, upgrades, or enhancements based on issues identified in QA/Acceptance and/or Pilot testing. Vendor must specify when and how such updates and documentation will be delivered to the State.

29.3 Documentation shall be updated to include information for subsequent phases as applicable, to be determined in conjunction with MSDH.

29.4 The Vendor must indicate the cost for documentation in Section VIII: Cost Information Submission.

**30. Federal Legal Requirements**

All of the following Federal Legal Requirements will be incorporated into the final contract.

**30.1 Limited Distribution or Use of Certain Data and Information**

30.1.1 Award of the contract may require vendor to have access and to use documents and data which may be confidential or considered proprietary to the State or to a state vendor, or which may otherwise be of such a nature that its dissemination or use, other than in the implementation of the system, would be adverse to the interest of the State or others. Any documents or data obtained by the vendor from MSDH in connection with the implementation of the system under this contract shall be kept confidential and not provided to any party unless disclosure is approved by MSDH.

30.1.2 Except as may be otherwise agreed in writing with the State, upon the completion or termination of the contract, all work products, including without limitation, documents, reports, data, information and ideas specially produced, developed or designed by the vendor or its subcontractors under the contract for the State, whether preliminary or final, shall become and remain the property of the State, including any copyright. MSDH shall have the right to use all such work product without restriction or limitation or without further compensation to the vendor. Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, data, information, media software, or know-how obtained from the State except in the performance of the contract. Nothing herein shall be construed as precluding the use of any data or information independently acquired by the vendor without such limitation.

30.1.3 The United States Department of Agriculture, Food and Nutrition Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation developed with Federal financial participation.

30.1.4 Upon termination of the contract, all such documents and data shall, at the option of MSDH, be appropriately arranged, indexed, and delivered to MSDH by vendor within 30 days of MSDH's request.

## 30.2 Compliance with Federal Laws

### 30.2.1 Equal Employment Opportunity (Executive Order 11426)

No person shall be excluded on the grounds of handicap, race, age, color, religion, sex, sexual orientation, or national origin from participating in, or be denied benefits of, or otherwise be subject to discrimination in the performance of the contract, or by the employment practices of the vendor. The vendor shall, upon request, show proof of such non-discrimination and shall post in conspicuous places, available to all employees and participants, notices of non-discrimination.

### 30.2.2 Anti-Kickback Act (18 U.S.C. 874)

Copeland Anti-Kickback Act which prohibits a contractor from inducing a person employed in the completion of work to give any part to the compensation to which he is otherwise entitled.

### 30.2.3 Clean Air Act

That prohibits the use, under non-exempt Federal Contracts, grants or loans, of facilities included in the EPA List of Violating Facilities.

#### 30.2.4 Clean Water Act

That prohibits the use, under non-exempt Federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities.

### 30.3 Anti-Lobbying Certification

The vendor certifies, to the best of its knowledge and belief, that: (a) No federal appropriated funds have been paid or will be paid, by or on behalf of vendor, to any person for influencing or attempting to influence any officer or employee of MSDH, any member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement; (b) Vendor shall require that the language of this certification be included in the award documents of all subcontractors and that all subcontractors shall certify and disclose accordingly, and (c) Vendor will otherwise adhere to the provisions of 45 CFR Part 93. Vendor agrees to execute any certification that the State may require in compliance with 45 CFR Part 93.

### 30.4 Debarment and Suspension Certification

Vendor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding the contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding the contract, had one or more public transactions (federal, State or local) terminated for cause or default.

### 30.5 Publicity

News releases pertaining to this project will not be made without prior written approval of MSDH.

**31. Warranty/Maintenance**

- 31.1 The Vendor must agree to warrant any and all application software proposed to be free of errors for a minimum of one annual reporting cycle to include calendar, State and Federal reporting cycles (i.e. estimated period of at least 18 months) after acceptance of such software. Any defects found will be documented and prioritized by the State as described in Section VII, Item 25.9. During this Warranty period, the Vendor will agree to correct any errors discovered at his own expense and in accordance with the specified amount of time for that category.
- 31.2 The Vendor must state and discuss the full warranty offered during the warranty period on all system software proposed and state if it is longer than the minimum.
- 31.3 This warranty must cover all components of the systems, including all programs, screens, reports, subroutines, utilities, file structures, documentation, interfaces, or other items provided by the Vendor. This warranty will apply to the base package, plus any customized programs, screens, reports, subroutines, interfaces, utilities, file structures, documentation, or other items proposed and delivered by the Vendor specifically for this procurement.
- 31.4 The Vendor must agree that all corrections made to the system during the Warranty period will be considered an integral part of the proposed system and will be available to MSDH under the normal license agreement at no additional charge.
- 31.5 Following the Warranty period, the Vendor must provide ongoing technical support (i.e., post-warranty Maintenance) for the life of the resulting contract. The Vendor must identify the support structure available in the state and describe the anticipated plan for supporting MSDH.
- 31.6 During the Warranty period, Vendor must provide first line support during which time the Vendor will receive, track and resolve support calls from state, regional and local levels. First line support must be available during normal MSDH working hours of 6am – 9pm Monday- Saturday. The State has the option of extending this service in six-month intervals at the proposed cost.
- 31.7 Vendor must also propose second line support during which time the Vendor will provide support to the MSDH staff. Initial support calls will be taken by the MSDH Help Desk personnel and forwarded to the Vendor only if necessary. The State has the option of purchasing this service in annual intervals at the proposed cost.

- 31.8 Vendor must also propose emergency support for 24x7 coverage which the MSDH may elect to use as needed during the life of the contract.
- 31.9 For all levels of support, all calls must be logged and documented resolution of the issues must be reported. These logs/reports are to be provided to the MSDH monthly or upon request.
- 31.10 During both the Warranty and Maintenance periods, the Vendor must propose a toll-free response line service that is staffed with sufficient expertise to handle incoming calls regarding application software and operating systems effectively, as verified by qualifications of response staff, percent of calls resolved same or next day, response line operating hours and level of client satisfaction. In response to this RFP, the Vendor must furnish the toll-free number used by all clients and provide an access code so that State evaluation team may contact and assess this response line as part of the evaluation process.
- 31.11 During both the Warranty and Maintenance periods, MSDH requires specific assurances that operations will remain operative and that downtime will not be caused by lack of service. The Vendor shall be responsive and timely to maintenance/technical support calls/inquiries made by MSDH. The State reserves the right to determine and assign levels of severity for the issue/support problem. All defects will be documented and categorized by the State as described below.
- 31.11.1Severity Level 1 shall be defined as urgent situations, when the production system is down and the State is unable to use the PIMS upgrade; the contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call and respond within one (1) business hour. Response is defined as a qualified technician actively pursuing problem resolution either on-site or through off-site diagnostic capabilities
- 31.11.2Severity Level 2 shall be defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the State's environment. The PIMS upgrade may operate but is severely restricted. The contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the contractor shall return the State's call within one (1) business hours. The contractor shall resolve Severity Level 2 problems as quickly as possible which, on average, shall not exceed three (3) business days, unless otherwise authorized in writing by the State.
- 31.11.3Severity Level 3 shall be defined as a minor problem that exists with the PIMS upgrade but the majority of the functions are still usable and some circumvention may be required to provide service. The contractor's

technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the contractor shall return the State's call on average within two (2) business hours. The contractor shall resolve Severity Level 3 problems as quickly as possible which, on average, shall not exceed five (5) business days, unless otherwise authorized in writing by the State.

31.11.4 Severity Level 4 shall be defined as a very minor problem or question that does not affect the PIMS upgrade' function (e.g., the text of a message is worded poorly or misspelled.) The contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the contractor shall return the State's call within four (4) business hours. The contractor shall resolve Severity Level 4 problems as quickly as possible which, on average, shall not exceed ten (10) business days, unless otherwise authorized in writing by the State.

31.11.5 General Assistance: For general software support/help desk calls not covered by the above severity level descriptions, the contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the contractor shall return the State's call within five (5) business hours.

31.12 Vendor is required to keep a log of all support calls made by MSDH staff and to provide this log to MSDH with the current status of open issues, as well as documented solutions to closed issues, monthly and upon request.

31.13 During both the Warranty and Maintenance periods, Vendor must provide all system and software enhancements that become part of the base product and/or are made commercially available at no additional cost to the State. Only unique customizations to the system will be charged to MSDH in accordance with the State's Change Order procedures.

31.14 Vendor must furnish both application and systems software support by supplying all updates to system software as they are released.

31.14.1 The Vendor must indicate provisions for modifying, enhancing and supporting system and applications software proposed, whether there are any charges for this service and, if so, what those charges are on an hourly, daily, or monthly basis. At minimum, this service must include updates and consultation on a call-in basis.

31.14.2 The Vendor must include a complete description of services available to enhance software as new federal and state requirements are made and

cost(s) for same, if not covered as part of the maintenance agreement discussed above.

31.14.3 Any proposed remote monitoring services must be proposed over a Virtual Private Network (VPN) link. All initial and recurring costs must be specified.

31.15 Vendor must specify the cost for Warranty and post-warranty Maintenance support in Section VIII - Cost Information Submission.

**32. Scoring Methodology**

32.1 An Evaluation Team composed of MSDH and ITS staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

32.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.

32.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.

32.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

32.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

<b>Category</b>	<b>Possible Points</b>
Non-Cost Categories:	
PIMS Functionality	20
EHR Functionality	20
Interfaces	10
Database	5
General	5
Total Non-Cost Points	60
Cost	40
Total Base Points	100
Value Add	5

<b>Maximum Possible Points</b>	<b>105</b>
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32.2 The evaluation will be conducted in four stages as follows:

32.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

32.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

32.2.2.1 Non-cost categories and possible point values are as follows:

<b>Non-Cost Categories</b>	<b>Possible Points</b>
PIMS Functionality	20
EHR Functionality	20
Interfaces/Technical	10
Database	5
General	5
<b>Maximum Possible Points</b>	<b>60</b>

32.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

32.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The ‘Meets Specs’ score for each category is 90% of the total points allocated for that category. For example, the ‘PIMS Functionality’ category was allocated 20 points; a proposal that fully met all requirements in that section would have scored 18 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

32.3 Stage 3 – Cost Evaluation

32.3.1 Points will be assigned using the following formula:

32.3.2  $(1 - ((B - A) / A)) * n$

32.3.2.1 Where:

- 32.3.2.2 A = Total lifecycle cost of lowest valid proposal
- 32.3.2.3 B = Total lifecycle cost of proposal being scored
- 32.3.2.4 n = Maximum number of points allocated to cost for acquisition

32.3.3 Cost categories and maximum point values are as follows:

<b>Cost Category</b>	<b>Possible Points</b>
Lifecycle Cost	45
<b>Maximum Possible Points</b>	<b>45</b>

32.4 Stage 4 – Selection of the successful Vendor

32.4.1 On-site Demonstrations and Interviews

- 32.4.1.1 At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.
- 32.4.1.2 If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.
- 32.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.
- 32.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

32.4.2 Site Visits

- 32.4.2.1 At the State’s option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.

- 32.5 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

**SECTION VIII  
 COST INFORMATION SUBMISSION**

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

<b>DESCRIPTION</b>	<b>One Time Costs/License Cost</b>	<b>Recurring Costs</b>
<p><b>The State prefers for vendor to respond based on a Statewide Enterprise License. Vendor may propose second pricing model (i.e., named users or concurrent users, etc).</b></p> <p><b><u>Functional Licensing Costs</u></b></p> <p>Cost for Statewide Enterprise License for unlimited number of users for:</p> <p>Licensing of System proposed to replace existing Patient Information Management System (PIMS).</p> <p>Licensing for an Electronic Health Record System.</p>		
<p><b><u>Software Infrastructure Licensing Cost</u></b></p> <p>Cost for License of Tools, Utilities, Software Development Tool Set, individual System Components, and any Third Party Products needed</p>		

<p>to support the proposed systems.</p>		
<p><b><u>Professional Services Costs</u></b>          Cost for modifying Vendor’s proposed base system to meet all requirements included in Section VII.15 Functional Requirements and VII.16 EHR Requirements of RFP.</p> <p>Vendor must separately list the cost for each required modification and identify it by the item number(s) used in the matrix of Section VII.15.</p> <p>Vendor must separately list the cost for each required modification and identify it by the item number(s) used in the matrix of Section VII.16.</p> <p>Cost for creating a data sharing and integration plan that encompasses all of the systems listed in VII.17.</p> <p>Cost of services for the development and implementation of interfaces to each of the following:</p> <ul style="list-style-type: none"> <li>• Public Health Laboratory Information Management System (LIMS)</li> <li>• Public Health Statistics (Vital Records)</li> <li>• Tuberculosis (TB)</li> <li>• Pharmacy</li> </ul>		

<ul style="list-style-type: none"> <li>• STD/HIV           <ul style="list-style-type: none"> <li>▪ eHARS</li> <li>▪ Careware</li> <li>▪ Prism</li> <li>▪ Evaluation Web</li> </ul> </li> <li>• Immunization (MIIX)</li> <li>• WIC (SPIRIT)</li> <li>• eHARS</li> <li>• Careware</li> <li>• Prism</li> <li>• Envision</li> <li>• Oral Health</li> <li>• NATUS</li> <li>• MS-HIN</li> <li>• KRONOS</li> <li>• Hospital Discharge</li> </ul> <p>Project Management and Project Work Plan Costs</p> <p>Implementation and Statewide Rollout Costs</p> <p>Post Implementation Support Costs</p> <p>Conversion Costs</p> <p>Software/Testing Tools</p> <p>Training Costs</p>		
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Documentation Costs		
Warranty Costs		
<p><b><u>Maintenance</u></b></p> <p>Annual Software Maintenance and Support Costs. (MSDH will not incur any maintenance and support charges until after completion of the one year warranty which is triggered by the completion of final acceptance testing and acceptance of all components by MSDH.)</p>		
<p><b><u>Change Order Rates</u></b></p> <p>Vendor must propose rates for the appropriate level of personnel/expertise. Vendor must provide “fully loaded” hourly rates for the following levels of personnel/expertise:</p> <p>Project Manager</p> <p>Data Base Administrator</p> <p>Network Administrator</p> <p>Technical Team Leader</p> <p>Functional Team Leader</p> <p>Technical Analyst</p>		

Functional Analyst		
Documentation Specialist		
Training Specialist		

## **SECTION IX REFERENCES**

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

### **1. References**

- 1.1 The Vendor must provide at least 5 references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
  - 1.2.1 Failure to provide reference information in the manner described;
  - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
  - 1.2.3 Non-responsiveness of references to the State's attempts to contact them;  
or
  - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
  - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued.
  - 1.3.2 The reference installation must have been operational for at least six (6) months.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.

- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:
  - 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP.
  - 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

## 2. **Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

## REFERENCE FORM

### Complete 5 Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

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## SUBCONTRACTOR REFERENCE FORM

**Complete a separate form for each subcontractor proposed.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:

Scope of services/products to be provided by subcontractor:

**Complete three (3) Reference Forms for each Subcontractor.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:

Description of product/services/project, including start and end dates:

**EXHIBIT A  
STANDARD CONTRACT**

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 38308  
SOFTWARE TURNKEY AGREEMENT  
BETWEEN  
INSERT VENDOR NAME  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
MISSISSIPPI STATE DEPARTMENT OF HEALTH**

This Software Turnkey Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR ADDRESS** (hereinafter referred to as "Seller"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi State Department of Health located at 570 East Woodrow Wilson Drive, Jackson, Mississippi 39216 (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State."

**WHEREAS**, Purchaser, pursuant to Request for Proposals ("RFP") Number 3619, requested proposals for the acquisition of certain software, installation and conversion services, and technical support (collectively "Turnkey Operation") necessary for the implementation of a comprehensive patient information management system ("PIMS") that includes a practice management system and electronic health record ("EHR") for Purchaser; and

**WHEREAS**, Seller was the successful proposer in an open, fair, and competitive procurement process to provide the system and services described above;

**NOW, THEREFORE**, in consideration of the mutual understandings, promises, consideration, and agreements set forth, the parties hereto agree as follows:

#### **ARTICLE 1 PERIOD OF PERFORMANCE**

**1.1** This Agreement will become effective on the date it is signed by all parties and will continue in effect until all tasks required herein, including any post warranty maintenance/support specified in Exhibit A, have been completed. Seller agrees to complete all tasks required under this Agreement, with the exception of warranty service and post warranty maintenance, on or before January 31, 2015, or within such other period as may be agreed to by the parties.

**1.2** This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Purchaser following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

#### **ARTICLE 2 TURNKEY OPERATION AND INSTALLATION**

**2.1** The Seller agrees to provide Purchaser with a turnkey system consisting of software, installation and conversion services, technical support, and training for the implementation of a comprehensive patient information management system, as specified in RFP No. 3619. Seller agrees to facilitate the integration of the hardware and software for the particular purpose set forth in RFP No. 3619. Seller further agrees that the system as set forth in RFP No. 3619 and Seller's Proposal in response thereto shall operate efficiently and optimally in light of industry standards and as further specified in RFP No. 3619 and Seller's Proposal in response thereto. RFP No. 3619 and Seller's Proposal as accepted by the State in response thereto are incorporated herein by reference.

**2.2** In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that: (a) Seller is solely responsible for all products and services being provided in this project; (b) Seller is responsible for the fulfillment of this project; and (c) Seller represents all contractors, third parties, and/or subcontractors Seller has assembled for this project. The Purchaser is required to negotiate only with Seller, as Seller's commitments, as specified in this Agreement, are binding on all proposed contractors, third parties, and subcontractors.

#### **ARTICLE 3 PROCUREMENT OF SOFTWARE AND PURCHASE ORDERS**

Subject to the terms and conditions set forth herein, Seller agrees to provide, at the location specified by Purchaser, and Purchaser agrees to buy as needed the software and services listed in the attached Exhibit A, which is incorporated herein and at the purchase price set forth therein. Purchaser shall submit a purchase order signed by a representative of Purchaser itemizing the items to be purchased. The purchase order shall be subject to the terms and conditions of this Agreement. The parties agree that Purchaser reserves the right to adjust the quantities of

purchases based upon the availability of funding or as determined necessary by Purchaser. Seller guarantees pricing for a period of one (1) year from the effective date of this Agreement. In the event there is a national price decrease of the products specified in Seller's Proposal during this time, Seller agrees to extend the new, lower pricing to Purchaser.

#### **ARTICLE 4 DELIVERY, INSTALLATION, AND RISK OF LOSS**

**4.1** Seller shall deliver the software to the location specified by Purchaser, pursuant to the delivery schedule set forth by Purchaser.

**4.2** Seller shall complete installation of the software pursuant to the requirements set forth in RFP No. 3619 and Article 5 herein. Seller acknowledges that installation of the system shall be accomplished with minimal interruption of Purchaser's normal day-to-day operations.

**4.3** Seller shall assume and shall bear the entire risk of loss and damage to the software from any cause whatsoever while in transit and at all times throughout its possession thereof.

**4.4** Seller shall be responsible for replacing, restoring, or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like caused by its personnel and operations during the installation, subject to final approval of ITS. The repairs will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.

#### **ARTICLE 5 SCHEDULE AND ACCEPTANCE**

**5.1** Seller warrants that all software shall be properly delivered, installed, and integrated for acceptance testing within the scheduling deadlines set forth by Purchaser, as the site is deemed ready for installation. Seller shall provide Purchaser with an installation schedule identifying the date, time, and location within the scheduling deadlines set forth in RFP No. 3619, or as may be agreed to by the parties.

**5.2** During the project initiation, Seller and Purchaser will develop a mutually agreed upon project plan including the division of responsibility between Purchaser's staff and Seller's staff. It is understood by the parties that the project work plan must be in place prior to any other work being performed. Once this mutually agreed upon project plan, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of this Agreement. The dates in the project plan will define the agreed upon period of performance. The parties acknowledge that the project plan will evolve and change from time to time upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the project plan will take precedence over any prior plans.

**5.3** Seller shall provide all documentation for the software being tested before acceptance testing will begin. Purchaser shall have thirty (30) working days to review each deliverable and to either notify Seller of acceptance or to provide Seller a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Purchaser notifies the Seller of deficiencies, the Seller, at Seller's sole expense, shall correct such deficiencies within four (4) working days, unless the Purchaser consents in writing to a longer period of time.

**5.4** Upon notification by Seller that the turnkey system has been fully implemented and is ready for final system acceptance testing, Purchaser shall have thirty (30) days to evaluate and test the system to confirm that it performs without any defects and performs pursuant to the specifications set forth in RFP No. 3619 and the Seller's Proposal in response thereto. Seller shall participate, as agreed upon by both parties, in the acceptance testing of the system by providing technical staff at Purchaser's location to provide assistance in demonstrating all functions of the system. The Purchaser's official representative must sign off on each application to ensure that the applications meet the functional and technical requirements. In the event that one (1) or more applications supplied by Seller are not accepted, the Seller shall correct the deficiencies or provide at its own expense whatever software that may be required to meet the acceptance criteria within four (4) calendar days or a mutually agreed upon time period. In the event the system fails to perform to Purchaser's satisfaction, Purchaser shall immediately notify Seller. Seller, at Seller's sole expense, shall correct defects identified by Purchaser within four (4) working days, or such other period as the parties may agree upon. The thirty (30) day testing period will be extended by system down-time. In the event Seller is unable to repair or replace the defective software, the Purchaser reserves the right to return defective software to Seller at Seller's expense and to cancel this Agreement.

## **ARTICLE 6 SOFTWARE LICENSE AND TERMS**

**6.1** Seller shall furnish the software to Purchaser as set forth in purchase orders submitted and executed by Purchaser and shall acquire the right to license the software to Purchaser. For purposes of this Article, the term "Purchaser" means the Mississippi State Department of Health, its employees, and any third party consultants or outsourcers engaged by Purchaser who have a need to know and who shall be bound by the terms and conditions of this license and Agreement.

**6.2** Seller accepts sole responsibility for: (a) Purchaser's system configuration, design, and requirements; (b) the selection of the software to achieve Purchaser's intended results; (c) the results obtained from the software; and (d) modifications, changes, or alterations to the software provided by Seller.

**6.3** Seller understands and agrees that Purchaser shall have: (a) a non-exclusive, non-transferable, enterprise-wide unlimited, and perpetual license for the software listed in Exhibit A; (b) the right to use and customize the software products and the related documentation for

Purchaser's business operations in accordance with the terms and conditions of this Agreement; (c) unlimited use by licensed users of the software products acquired for Purchaser's operations; (d) use of such software products with a backup platform system, should it be deemed necessary by Purchaser; (e) the right to copy such software for safekeeping, backup, and disaster recovery purposes; (f) the right to combine the software with other programs and modules and the right to create interfaces to other programs; and (g) the right to reproduce any and all physical documentation supplied under the terms of this Agreement.

**6.4** Purchaser agrees that, except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer any of the software without the prior written consent of Seller. All title and proprietary rights, whether tangible or intangible, including but not limited to copyright, trademark, and trade secret rights, in and to the software are retained by the Seller or the third party software manufacturer as applicable. Purchaser agrees to reproduce and include the copyright, trademark, and other proprietary rights notices on any copies made of the software and documentation.

#### **ARTICLE 7 CONVERSION AND TRAINING**

Seller shall, for the fees specified in the attached Exhibit A, provide the conversion activities as well as the training specified in RFP No. 3619 and Seller's Proposal, as accepted by Purchaser, in response thereto. Seller and Purchaser shall mutually agree on the time for the training and an outline of the training to be provided. Seller specifically understands and agrees that Purchaser will not accept the system until Seller completes the conversion and training requirements. Seller agrees to provide, upon delivery, all user documentation and technical manuals needed to fully acquaint the user with operation of the software.

#### **ARTICLE 8 CONSIDERATION AND METHOD OF PAYMENT**

**8.1** Except as provided in the Change Order Rate and Procedure Article of this Agreement, the total compensation to be paid to the Seller by the Purchaser shall not exceed the fixed price of **INSERT TOTAL \$ AMOUNT** for all software, products, services, travel, performances and expenses under this Agreement, payable as described in Exhibit A, unless prior written authorization from ITS has been obtained. Authorization of payments is subject to the written approval of the Purchaser.

**8.2** The Seller and the Purchaser agree to the Deliverable Schedule as set forth in the Payment Schedule and Deliverables List included as Exhibit A to this Agreement. The Seller will receive payment in the amount indicated in Article 8.1 herein, less retainage to be withheld in accordance with the Retainage Article herein, upon written acceptance by the Purchaser of each of the deliverables defined therein. The parties agree that as the project work plan is revised by written agreement of the parties during the term of this Agreement, the anticipated dates for

acceptance of deliverables and for the corresponding payments to the Seller, but not the amounts of those payments, may likewise be revised only by written agreement of the parties.

**8.3** Upon written acceptance, as set forth in Article 5 herein, by the Purchaser of a deliverable which has an associated payment, the Seller will invoice the Purchaser for the invoice amount of that payment as indicated in the attached Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein. Seller shall certify that the billing is true and correct. Seller shall submit invoices and supporting documentation to Purchaser electronically during the term of this Agreement using the processes and procedures identified by the State. Purchaser agrees to pay Seller in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. Seller understands and agrees that Purchaser is exempt from the payment of taxes. All payments should be made in United States currency. Payments by state agencies using the Statewide Automated Accounting System (“SAAS”) shall be made and remittance information provided electronically as directed by the State. These payments by SAAS agencies shall be deposited into the bank account of the Seller’s choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Seller shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled “Entire Agreement.”

**8.4** Acceptance by the Seller of the last payment from the Purchaser shall operate as a release of all claims against the State by the Seller and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

## **ARTICLE 9 WARRANTIES**

**9.1** Seller represents and warrants that all software and services provided by Seller shall meet or exceed the minimum specifications set forth in RFP No. 3619 and Seller’s Proposal in response thereto.

**9.2** Seller represents and warrants that Seller has the right to license the software provided under this Agreement.

**9.3** Seller represents and warrants that all software furnished will be free from material defects for a period of one (1) year after final acceptance of the complete system and will provide Purchaser complete functionality necessary for the operation of the system as stated in RFP No. 3619 and the Seller’s Proposal in response thereto. This warranty shall cover all components of the system, including but not limited to all programs, screens, reports, subroutines, utilities, file structures, documentation, interfaces, or other items provided by the Seller. This warranty will

apply to the base package plus any customized programs, screens, reports, subroutines, interfaces, utilities, file structures, documentation, or other items proposed and delivered by the Seller specifically for this project. The Seller shall give immediate high priority attention to any mission critical corrections that are needed. If the software does not function accordingly, Seller shall, within five (5) working days and at no cost to Purchaser, correct the defects identified, or replace the software with software that is compliant with this warranty. In the event Seller cannot repair or replace the software, Seller shall at the State's election, either refund the fees paid for the software and for any services that directly relate to the defective software, or secure alternate software, acceptable to the Purchaser which will insure functionality of the system.

**9.4** Seller represents and warrants that the turnkey system is fit for the particular purpose set forth in this Agreement and RFP No. 3619, with regard to Purchaser's foreseeable or projected needs.

**9.5** Seller represents and warrants that it has and will obtain and pass through to Purchaser any and all warranties obtained or available from the licensor of software supplied to Seller.

**9.6** Seller represents and warrants that all work performed hereunder, including but not limited to consulting, conversion, training, technical support, and maintenance, shall be performed by competent personnel, shall be of professional quality consistent with generally accepted industry standards for the performance of such services, and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Seller shall, for a period of ninety (90) days from the performance of service, perform the services again at no cost to the Purchaser, or if the Seller is unable to perform the services as warranted, the Seller shall reimburse the Purchaser the fees paid to the Seller for the unsatisfactory services.

**9.7** Seller represents and warrants that there is no disabling code or a lockup program or device embedded in the software provided to Purchaser. Seller further agrees that it will not under any circumstances, including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Purchaser's use of the software and/or which would restrict Purchaser from accessing its data files or in any way interfere with the transaction of Purchaser's business. For any breach of this warranty, Seller, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of such disabling code or a lockup program or device.

**9.8** Seller represents and warrants that the software, as delivered to Purchaser, does not contain a computer virus. For any breach of this warranty, Seller, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are

free of any virus and shall be responsible for repairing, at Seller's expense, any and all damage done by the virus to Purchaser's site.

**9.9** Seller represents and warrants that upon completion of the project the Seller and all subcontractors shall convey to Purchaser copies of all interim reports, data collection forms, and any working papers that support the final acceptance of the system.

**9.10** Seller represents and warrants that it presently has and will continue to maintain, at its own expense, throughout the term of this Agreement, valid licenses for all software, trademarks, service marks, patents and copyrighted material and any other proprietary information of a third party that it will deploy in support of all products Seller uses in the performance of this Agreement. Seller further represents and warrants that upon Purchaser's request, Seller shall pass through such licenses to Purchaser at no cost to Purchaser. In the event the licenses are passed through to Purchaser, such licenses shall name the Purchaser as the license holder of record and such licenses shall be established in such a manner so as to survive the termination/expiration of this Agreement. For any breach of the preceding warranty, Seller at its own expense shall within five (5) business days after receipt of notification of the breach, secure and/or pass through, as applicable, the necessary licenses. Failure of the Seller to secure and/or pass through such licenses to Purchaser shall be considered a material breach of this Agreement and the Purchaser may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

**9.11** If applicable under the given circumstances, Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Seller understands and agrees that any breach of these warranties may subject Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1)

year, or (c) both. In the event of such termination/cancellation, Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**9.12** Seller represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty, maintenance and/or support, Seller shall, at its own expense and at no cost to Purchaser, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

**9.13** Seller represents and warrants that no official or employee of Purchaser or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Seller warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Seller also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

**9.14** The Seller represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Seller, terminate the right of the Seller to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Seller to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Seller as it would pursue in the event of a breach of contract by the Seller, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

#### **ARTICLE 10 INFRINGEMENT INDEMNIFICATION**

Seller represents and warrants that neither the software, its elements, nor the use thereof violates or infringes on any copyright, patent, trademark, servicemark, trade secret, or other proprietary

right of any person or entity. Seller, at its own expense, shall defend or settle any and all infringement actions filed against Seller or Purchaser which involves the software provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages, and judgment finally awarded against Purchaser. If the continued use of the products for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Seller shall, at its expense: (a) first procure for Purchaser the right to continue using such products, or upon failing to procure such right; (b) modify or replace them with non-infringing products while maintaining substantially similar software functionality or data/informational content, or upon failing to secure either such right; (c) refund to Purchaser the software license fees previously paid by Purchaser for the products Purchaser may no longer use. Said refund shall be paid within ten (10) working days of notice to Purchaser to discontinue said use.

#### **ARTICLE 11 SOFTWARE SUPPORT**

**11.1** Prior to expiration of the warranty period, Seller shall notify Purchaser in writing of the impending warranty expiration, and Purchaser shall in turn notify Seller of its decision to either obtain software support or to forgo it. Upon notification of intent to obtain software support, Seller shall provide Purchaser, for the annual fee specified in the attached Exhibit A, the software support services as herein described.

**11.2** Seller shall provide, for the periods set forth in Exhibit A, software support services as specified in RFP No. 3619 and Seller's Proposal, as accepted by Purchaser, in response thereto, with said support to include, but not be limited to, the following: (a) upon notification of software errors, Seller shall provide all remedial support and assistance needed to correct the errors which affect the operation of the software; (b) the provision of regular updates, new releases, and enhancements as they are released, but no less than one (1) annually; (c) unlimited toll-free technical telephone support in the operation of the software system twenty-four (24) hours per day, seven (7) days per week, with a guaranteed one (1) hour telephone response time; priority placement in the support queue shall be given to all system locking situations or problems claimed by Purchaser to be a mission critical process; and (d) on-site support in the operation of the software products if reasonably convenient or necessary in the opinion of the Seller. It is further understood that in the event the software product lines are discontinued, Seller shall be responsible for supporting the last software release implemented by the Purchaser for a minimum of five (5) years thereafter, with the same level of support as described in this Article. Should Seller migrate away from the database currently required for the software installed for Purchaser to a different database, Seller shall provide updated product and new database licensing to Purchaser at no cost to Purchaser.

**11.3** Sixty (60) days prior to expiration of the initial software support period or any renewal term thereof, Seller shall notify Purchaser in writing of the impending expiration, and Purchaser

shall have thirty (30) days in which to notify Seller of its decision to either renew or cancel any further software support. In no event shall the cost for software support increase by more than five percent (5%) per year.

## **ARTICLE 12 EMPLOYMENT STATUS**

**12.1** Seller shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall it be construed to create an employer-employee relationship or a joint venture relationship.

**12.2** Seller represents that it is qualified to perform the duties to be performed under this Agreement and that it has or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Purchaser. Seller shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation, and any other withholdings that may be required. Neither Seller nor employees of Seller are entitled to state retirement or leave benefits.

**12.3** Any person assigned by Seller to perform the services hereunder shall be the employee of Seller, who shall have the sole right to hire and discharge its employee. Purchaser may, however, direct Seller to replace any of its employees under this Agreement. If Seller is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Seller will not charge Purchaser for those hours.

**12.4** It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder and that any sum due and payable to Seller shall be paid as a gross sum with no withholdings or deductions being made by Purchaser for any purpose from said contract sum.

## **ARTICLE 13 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

Seller will be responsible for the behavior of all its employees and subcontractors while on the premises of any Purchaser location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive, or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Seller employees and subcontractors who will be working at such locations to install or repair Products shall be covered by Seller's comprehensive general liability insurance policy.

#### **ARTICLE 14 MODIFICATION OR RENEGOTIATION**

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

#### **ARTICLE 15 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

**15.1** In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Seller represents all contractors, third parties, and/or subcontractors Seller has assembled for this project. The Purchaser is required to negotiate only with Seller, as Seller's commitments are binding on all proposed contractors, third parties, and subcontractors.

**15.2** Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

**15.3** Seller must obtain the written approval of Purchaser before subcontracting any portion of this Agreement. No such approval by Purchaser of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Purchaser in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Purchaser may deem necessary.

**15.4** Seller represents and warrants that any subcontract agreement Seller enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Purchaser, that the subcontractor acknowledges that no privity of contract exists between the Purchaser and the subcontractor, and that the Seller is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Seller. The Seller shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever arising as a result of Seller's failure to pay any and all amounts due by Seller to any subcontractor, materialman, laborer, or the like.

**15.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication, or settlement of any dispute between the Seller and the Purchaser, where such dispute affects the subcontract.

#### **ARTICLE 16 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of Purchaser to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Purchaser for the payments or performance due under this Agreement, Purchaser shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to Purchaser of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Purchaser shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

#### **ARTICLE 17 TERMINATION**

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) by Purchaser, without the assessment of any penalties, upon thirty (30) days written notice to Seller, if Seller becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; (c) by Purchaser, without the assessment of any penalties, for any reason after giving thirty (30) days written notice specifying the effective date thereof to Seller; or (d) by either party in the event of a breach of a material term or provision of this Agreement where such breach continues for thirty (30) days after the breaching party receives written notice from the other party. Upon termination, Purchaser will be entitled to a refund of applicable unexpended prorated annual software support fees/charges, if any. In the event of termination, Seller shall be paid for satisfactory work completed or services rendered by Seller in connection with this Agreement and accepted by Purchaser as of the date of receipt of notification of termination. In no case shall said compensation exceed the total contract price. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

#### **ARTICLE 18 GOVERNING LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Seller expressly agrees that under no circumstances shall Purchaser or ITS be obligated to pay an attorney's fee, prejudgment interest, or the cost of legal action to Seller. Further, nothing in this Agreement shall affect any statutory rights Purchaser may have that cannot be waived or limited by contract.

#### **ARTICLE 19 WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

#### **ARTICLE 20 SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

#### **ARTICLE 21 CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

#### **ARTICLE 22 HOLD HARMLESS**

To the fullest extent allowed by law, Seller shall indemnify, defend, save and hold harmless, protect, and exonerate Purchaser, ITS and the State, its Board Members, officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorney fees, and claims for damages arising out of or caused by Seller and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement.

#### **ARTICLE 23 THIRD PARTY ACTION NOTIFICATION**

Seller shall notify Purchaser in writing within five (5) business days of Seller filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Seller or Purchaser by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Seller's performance under this Agreement. Failure of the Seller to provide such written notice to Purchaser shall be considered a material breach of this Agreement and the Purchaser may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

#### **ARTICLE 24 AUTHORITY TO CONTRACT**

Seller warrants that it is a validly organized business with valid authority to enter into this Agreement, that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

#### **ARTICLE 25 NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Purchaser's address for notice is: Mr. Marc D. Wilson, Chief Information Officer, Mississippi State Department of Health, 570 East Woodrow Wilson Drive, Jackson, Mississippi 39216. The Seller's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 26 RECORD RETENTION AND ACCESS TO RECORDS**

Seller shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Purchaser, ITS, any state or federal agency authorized to audit Purchaser, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Seller's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Seller's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Seller for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

#### **ARTICLE 27 INSURANCE**

Seller represents that it will maintain workers' compensation insurance as prescribed by law, which shall inure to the benefit of Seller's personnel, as well as comprehensive general liability

and employee fidelity bond insurance. Seller will, upon request, furnish Purchaser with a certificate of conformity providing the aforesaid coverage.

#### **ARTICLE 28 DISPUTES**

Any dispute concerning a question of fact under this Agreement, which is not disposed of by agreement of the Seller and Purchaser, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

#### **ARTICLE 29 COMPLIANCE WITH LAWS**

Seller shall comply with and all activities under this Agreement shall be subject to all Purchaser policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Seller shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability.

#### **ARTICLE 30 CONFLICT OF INTEREST**

Seller shall notify Purchaser of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Purchaser's satisfaction, Purchaser reserves the right to terminate this Agreement.

#### **ARTICLE 31 SOVEREIGN IMMUNITY**

By entering into this Agreement with Seller, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

#### **ARTICLE 32 CONFIDENTIAL INFORMATION**

**32.1** Seller shall treat all Purchaser data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Purchaser. In the event that Seller receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Seller shall promptly inform Purchaser and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules, and regulations. This Article shall survive the termination or completion of this Agreement, shall continue in full force and effect, and shall be binding upon the Seller and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest

in this Agreement on behalf of or under the rights of the Seller, following any termination or completion of this Agreement.

**32.2** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Seller. ITS will provide third party notice to Seller of any requests received by ITS for any such confidential exhibits so as to allow Seller the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

### **ARTICLE 33 EFFECT OF SIGNATURE**

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties, and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Seller on the basis of draftsmanship or preparation hereof.

### **ARTICLE 34 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All data, electronic or otherwise, collected by Seller and all documents, notes, programs, databases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Seller in connection with this Agreement, whether completed or in progress, shall be the property of Purchaser upon completion of this Agreement or upon termination of this Agreement. Purchaser hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Seller is prohibited from use of the above described information and/or materials without the express written approval of Purchaser.

### **ARTICLE 35 NON-SOLICITATION OF EMPLOYEES**

Seller agrees not to employ or to solicit for employment, directly or indirectly, any of the Purchaser's employees until at least one (1) year after the expiration/termination of this Agreement, unless mutually agreed to the contrary in writing by the Purchaser and the Seller, and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

### **ARTICLE 36 ENTIRE AGREEMENT**

**36.1** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media, or electronic

version of Seller-furnished software, or any “click-wrap” or “browse-wrap” license presented in connection with a purchase via the Internet. The RFP No. 3619 and Seller’s Proposal in response to RFP No. 3619 are hereby incorporated into and made a part of this Agreement.

**36.2** The Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

- A. This Agreement signed by both parties;
- B. Any exhibits attached to this Agreement;
- C. RFP No. 3619 and written addenda; and
- D. Seller’s Proposal, as accepted by Purchaser, in response to RFP No. 3619.

**36.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Seller. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof, provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document (“A. This Agreement”) and the lowest document is listed last (“D. Seller’s Proposal”).

#### **ARTICLE 37 STATE PROPERTY AND LOCATION OF WORK**

**37.1** Seller shall be responsible for the proper custody of any Purchaser-owned property furnished for Seller’s use in connection with work performed pursuant to this Agreement. Seller shall reimburse the Purchaser for any loss or damage, normal wear and tear excepted.

**37.2** All work provided in connection with this contract will be required to be performed on-site in the Purchaser’s offices in Jackson, Mississippi, unless written approval is received from the State. Seller accepts full responsibility for all problems arising out of a decision to perform off-site work.

#### **ARTICLE 38 SURVIVAL**

Articles 9, 10, 11, 18, 22, 26, 31, 32, 34, 35, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

#### **ARTICLE 39 DEBARMENT AND SUSPENSION CERTIFICATION**

Seller certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and (d) have, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

#### **ARTICLE 40 COMPLIANCE WITH ENTERPRISE SECURITY POLICY**

Seller and Purchaser understand and agree that all products and services provided by Seller under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Seller to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

#### **ARTICLE 41 STATUTORY AUTHORITY**

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Purchaser's or Seller's contractual obligations, financial or otherwise, contained within this Agreement.

#### **ARTICLE 42 CHANGE ORDER RATE AND PROCEDURE**

**42.1** It is understood that the State may, at any time, by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Seller except by the express written approval of the State. The Seller shall be obligated to perform all changes requested by the Purchaser which have no price or schedule effect.

**42.2** The Seller shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Seller shall be obligated to execute such a change order; if no such change order is executed, the Seller shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

**42.3** With respect to any change orders issued in accordance with this Article, the Seller shall be compensated for work performed under a change order according to the hourly change order rate specified in Exhibit A, which is incorporated herein. If there is a service that is not defined in the change order rate, the Seller and the State will negotiate the rate. The Seller agrees that each change order rate shall be a “fully loaded” rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Seller in the performance of the change order. The Seller shall invoice the Purchaser upon acceptance by the Purchaser of all work documented in the change order, and the Purchaser shall pay invoice amounts on the terms set forth in this Agreement.

**42.4** Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Seller to complete the work required by that change order. The project work plan will be revised as necessary.

**42.5** The Seller will include in the progress reports delivered under this Agreement the status of work performed under all then current change orders.

**42.6** In the event the Seller and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Seller shall submit to the Purchaser a revised version of the project work plan clearly indicating all changes at least five (5) working days prior to implementing any such changes.

**42.7** The Purchaser shall promptly review all revised project work plans submitted under this Agreement and shall notify the Seller of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Seller. If the Purchaser fails to respond in such

time period or any extension thereof, the Purchaser shall be deemed to have approved the revised project work plan.

#### **ARTICLE 43 RETAINAGE**

To secure the Seller's performance under this Agreement, the Seller agrees that the Purchaser shall hold back as retainage ten percent (10%) of each amount payable, including amounts payable under Change Orders, under this Agreement. The retainage amount will continue to be held until final acceptance of the system by the State and the expiration of the warranty period.

#### **ARTICLE 44 PERSONNEL ASSIGNMENT GUARANTEE**

Seller guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement, as long as the personnel are employed by the Seller and are not replaced by Seller pursuant to the third paragraph of the Article herein titled "Employment Status." Seller further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Seller to so provide these persons shall entitle the State to terminate this Agreement for cause. Seller agrees to pay the Purchaser fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Seller's employment or replacement by Seller pursuant to the third paragraph of the Article herein titled "Employment Status." Subject to the State's written approval, the Seller may substitute qualified persons in the event of the separation of the incumbents therein from employment with Seller or for other compelling reasons that are acceptable to the State and may assign additional staff to provide technical support to Purchaser. The replacement personnel shall have equal or greater ability, experience, and qualifications than the departing personnel and shall be subject to the prior written approval of the Purchaser. The Seller shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement, unless approved in writing by the Purchaser. In the event of Seller personnel loss or redirection, the services performed by the Seller shall be uninterrupted and the Seller shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

#### **ARTICLE 45 LIQUIDATED DAMAGES**

It is agreed by the parties hereto that time is of the essence and that in the event of a delay in the delivery and installation deadlines or delay in the satisfactory completion and acceptance of the services provided for herein, damage shall be sustained by Purchaser. In the event of a delay as described herein, Seller shall pay Purchaser, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of five hundred dollars (\$500.00) per day for each calendar day of delay caused by Seller. Purchaser may offset amounts due it as liquidated damages against any monies due Seller under this Agreement. Purchaser will notify Seller in writing of any claim for liquidated damages pursuant hereto on or before the date Purchaser deducts such sums from money payable to Seller. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of Purchaser.

#### **ARTICLE 46 PERFORMANCE BOND**

As a condition precedent to the formation of this Agreement, the Seller must provide a performance bond as herein described. To secure the Seller's performance, the Seller shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement a performance bond in the total amount of this Agreement. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Agreement, with the exception of post-warranty maintenance and support, and shall not be released to Seller until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Seller's performance and performance of the products/services delivered and determine that the Seller's performance bond may be reduced or released prior to expiration of the full warranty period. The performance bond shall be procured at Seller's expense and be payable to the Purchaser. The cost of the bond may be invoiced to the Purchaser after project initiation only if itemized in the Seller's cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, the State reserves the right to review the bond and require Seller to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Seller. The bond must specifically refer to this Agreement and shall bind the surety to all of the terms and conditions of this Agreement. If the Agreement is terminated due to Seller's failure to comply with the terms thereof, Purchaser may claim against the performance bond.

#### **ARTICLE 47 ESCROW OF SOURCE CODE**

**47.1** With the execution of this Agreement, the Seller shall place and maintain a current copy of the data dictionary, Documentation, object code, and source code in escrow and shall furnish Purchaser with a copy of the escrow agreement and the name and address of the agent. The escrow agreement shall authorize the escrow agent to release, at no cost to Purchaser, the data dictionary, Documentation, object code, and source code to Purchaser if and when the Purchaser is deemed to have a right under this article. The Seller shall pay all costs of providing and maintaining the escrow agreement, including the fees of the escrow agent. The copy of the source code placed in escrow shall be reproduced and maintained on magnetic tape or disk using a commonly accepted data recording protocol. Program documentation sufficient to allow a competent programmer to use and maintain the source code programs must accompany the source code. When a change is made to the object code or source code by or on behalf of the Seller during the term of the escrow agreement, the revised code, including the change, shall be

delivered to the escrow agent not later than thirty (30) calendar days after the change is effected by or on behalf of the Seller.

**47.2** Provided that the Purchaser is not then in substantial default under this Agreement, the Seller shall provide to Purchaser, at no cost and within ten (10) calendar days after receipt of Purchaser's written request for it, one (1) complete copy of the data dictionary, Documentation, object code, and source code used in the preparation of the Software and custom modifications to the source code and object code as a result of this Agreement, brought up to date as of the date of delivery of such source code to Purchaser, upon the occurrence of any of the following events: (a) any or all material parts of the source code or object code is generally made available, with or without additional cost, to other users of comparable Software; or (b) the Seller's or the software manufacturer's cessation, for any reason, to do business; or (c) the Seller or the software manufacturer discontinues maintenance of the Software; or (d) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings are instituted by or against the Seller or the software manufacturer.

**47.3** Upon Purchaser's written request, the escrow agent shall promptly conduct, at Seller's expense, a Verification of the deposit materials in accordance with Purchaser's requirements and with the requirements herein stated. "Verification" as used herein, means a procedure or process to determine the accuracy, completeness, sufficiency and quality of the deposit materials at a level of detail reasonably requested by Purchaser. Verification may include, as required by Purchaser (or by a third party on behalf of Purchaser), file listing, compilation, size comparison, function comparison and on-line comparison services. A copy of the verification results shall be immediately provided by the escrow agent to the State.

**47.4** Purchaser (or a third party on behalf of Purchaser) reserves the right from time to time and at any time to cause Verification of the deposit materials and to examine the deposit materials to verify conformance to the requirements of RFP No. 3619, the Seller's Proposal, as accepted by Purchaser, in response thereto, and this Agreement, all at Seller's expense. Except as otherwise required by Purchaser (or by a third party on behalf of Purchaser and reasonably approved by Seller), all Verification tasks shall be performed solely by employees of escrow agent and, at Purchaser's option, of Purchaser or a third party engaged by Purchaser (subject to Seller's reasonable approval of Purchaser), without interference from Seller; provided, however, that if and to the extent requested by Purchaser (or by a third party on behalf of Purchaser), Seller shall at Seller's expense provide to escrow agent and/or Purchaser all reasonably necessary assistance and cooperation in connection with the performance of any Verification. Any Verification performed by the escrow agent or a third party engaged by the escrow agent (and acceptable to Purchaser) shall be performed in a good, workmanlike, timely and professional manner by qualified persons fully familiar with the requirements, materials and technology involved in performing such Verifications.

**47.5** Seller shall, at its expense, implement a procedure whereby the escrow agent shall notify Purchaser of all deposits to the software escrow based on software release updates. It is understood and agreed that updates shall occur at least on a quarterly basis.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of  
Information Technology Services, on  
behalf of Mississippi State Department of  
Health**

**INSERT VENDOR NAME**

**By:** \_\_\_\_\_  
**Authorized Signature**

**By:** \_\_\_\_\_  
**Authorized Signature**

**Printed Name: Craig P. Orgeron, Ph.D.**

**Printed Name:** \_\_\_\_\_

**Title: Executive Director**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A**

<b>Deliverable</b>	<b>Date Due</b>	<b>Deliverable Cost</b>	<b>10% Retainage</b>	<b>Amount Paid</b>

**EXHIBIT B**  
**SEALS CHILD LEVEL DATA COLLECTION FORM**

**SEALS Child-Level Data Collection Form**

1. Program Name: \_\_\_\_\_ 2. Event/Site Name: \_\_\_\_\_  
 3. Patient Name: First \_\_\_\_\_ Last \_\_\_\_\_  
 4. ID #: \_\_\_\_\_ \*Each child's ID # must be unique for that event; do not use duplicate ID #'s at any one event.  
 5. Sex: \_\_\_\_\_ (0 = Male, 1 = Female) 6. Grade: \_\_\_\_\_ (0 = Kindergarten) 7. DOB \_\_\_\_\_ 8. Age: \_\_\_\_\_  
 9. Race/ethnicity (Check all that apply): \_\_\_\_\_White \_\_\_\_\_Black/African American \_\_\_\_\_Asian \_\_\_\_\_Hispanic  
 \_\_\_\_\_American Indian/Alaska Native \_\_\_\_\_Native Hawaiian/Pacific Islander \_\_\_\_\_Other  
 10. Special health care needs: \_\_\_\_\_ (0 = No, 1 = Yes) 11. Medicaid/SCHIP status \_\_\_\_\_ (0=Medicaid, 1=SCHIP, 2=neither, 99=unknown)

**I. Screening – D = decay, F = filled, M = missing, S = sealant present, PS = prescribe sealant, RS = recommend reseal, no mark = no treatment recommended**

1	2-O	2-L	3-O	3-L	4	5	12	13	14-O	14-L	15-O	15-L	16	Sealant Prescriber's Signature  _____
														Date _____
32	31-O	31-B	30-O	30-B	29	28	21	20	19-O	19-B	18-O	18-B	17	Fluoride Prescriber's Signature  _____
KEY: O=Occlusal, L=Lingual, B=Buccal														Date _____

Comments:

12. Untreated Cavities: 0 = No untreated cavities 1 = Untreated cavities present		13. Caries Experience: 0 = No caries experience 1 = Caries experience		14. Sealants Present: 0 = No sealants 1 = Sealants present	
15. Treatment Urgency: 0 = No obvious problem 1 = Early dental care 2 = Urgent care		16. Referred for treatment: 0 = No 1 = Yes		17. Decayed or filled surfaces: a. 1 <sup>st</sup> molars      b. 2 <sup>nd</sup> molars <input type="text"/> <input type="text"/>	

**II. Preventive Services - Mark the teeth/tooth surfaces where sealants were placed with an S.**

1	2-O	2-L	3-O	3-L	4	5	12	13	14-O	14-L	15-O	15-L	16	Provider's Signature  _____
														Date _____
32	31-O	31-B	30-O	30-B	29	28	21	20	19-O	19-B	18-O	18-B	17	

Comments:

18. Number of surfaces sealed among: a. 1 <sup>st</sup> molars      b. 2 <sup>nd</sup> molars      c. other <input type="text"/> <input type="text"/> <input type="text"/>	19. Fluoride treatment received: 0 = none 1 = varnish 2 = gel/foam/rinse	
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**III. Follow-Up - Mark teeth/tooth surfaces where sealants were retained with an R.**

1	2-O	2-L	3-O	3-L	4	5	12	13	14-O	14-L	15-O	15-L	16	Evaluator's Signature   <hr style="border: none; border-top: 1px solid black;"/>
32	31-O	31-B	30-O	30-B	29	28	21	20	19-O	19-B	18-O	18-B	17	

Comments:

20. Number of surfaces retaining a program sealant:		21. Subsequent visit for restorative treatment: 0 = No 1 = Yes 99 = Unknown, no follow-up performed by program	
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## **EXHIBIT C**

### **FIELD SHARING BETWEEN SPIRIT AND PIMS**

This document can be found on the ITS website at:  
<http://www.its.ms.gov/procurement/pages/3619.aspx>.

**EXHIBIT D**

**TECHNICAL NOTES TO SEALS SURFACE LEVEL**

This document can be found on the ITS website at:  
<http://www.its.ms.gov/procurement/pages/3619.aspx>.

## **EXHIBIT E**

### **SEALS USERS MANUAL**

This document can be found on the ITS website at:  
<http://www.its.ms.gov/procurement/pages/3619.aspx>.