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

## **RFP No: 3709**

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INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until March 6, 2014 @ **3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi State Veterans Affairs Board.

Electronic Medical Records and Facilities Management System

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 5, FOR DETAILS.

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

Sandra Randall  
Technology Consultant  
Information Technology Services  
3771 Eastwood Drive  
Jackson, MS 39211  
(601) 432-8065  
Sandra.Randall@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. 3709  
due March 6, 2014 @ 3:00 p.m.,  
ATTENTION: Sandra Randall

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**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. 3709.

- \_\_\_\_\_ 1) One clearly marked original response, 10 identical copies, and 1 electronic copy 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)
- \_\_\_\_\_ 9) *Functional Requirements* (Attachment B)

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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 Attachment 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**

A Proposal Bond is not required for this procurement.

## **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.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
  - 9.1 The Vendor is required to submit one clearly marked original response and ten (10) identical copies and 1 electronic copy of the complete proposal, including all sections and exhibits, in three-ring binders.

- 9.2 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.
- 9.3 Number each page of the proposal.
- 9.4 Respond to the sections and exhibits in the same order as this RFP.
- 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
- 9.6 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.)
- 9.7 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.”
- 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 9.9 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*.
- 9.10 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.
- 9.11 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.
10. 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*.

11. **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.
12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
  - 13.1 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.
  - 13.2 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.
  - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
  - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
  - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
  - 13.6 The Vendor must submit one clearly marked original and ten (10) copies and 1 electronic copy of the clarification.
  - 13.7 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).
14. **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.

- 14.1 The State's contact person for the selection process is: Sandra Randall, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8065, Sandra.Randall@its.ms.gov.
- 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 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. If you are 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 USCIS (United States Citizenship and Immigration Services, formerly 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 USCIS 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 Attachment 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 Attachment 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. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document.

Vendor must provide contact information (name, email address, phone number) to the state's contact person identified in Section II, Item 14.1 who will 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 is not required to include a proposal bond with its RFP proposal.

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 Veterans Affairs Board 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 Veterans Affairs Board, 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 Veterans Affairs Board, 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 3709.

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 Attachment 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 Attachments, 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 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. **General Overview and Background**

The Mississippi Veterans Affairs Board (VAB) is seeking a Vendor to implement an Electronic Medical Records and Facilities Management System for its four (4) State Veterans Homes which provide long term care. The system is expected to facilitate the sharing of Electronic Medical Records (EMR) by interfacing with the Mississippi Health Information Network (HIN) and allowing data transfer via HL7 format so that patients can realize an improvement in diagnosis and treatment by preventing unnecessary readmissions and reducing unnecessary and/or duplicate testing. The system is also

expected to help prevent medical errors by allowing care providers to have access to current and historical patient medical data. Once implemented, the system will ease patient treatment transition by shortening the time between patient admission into facility and the beginning of treatment.

In addition to the benefits in patient care realized by enabling the facility to more effectively coordinate care on the individual level, the long term care system will help personnel better coordinate patient care on the facility level by automatically scheduling assessments, allowing medical and recreational activities to be scheduled on a group level where appropriate, and allowing census level planning and reporting based on patient demographic data. The system will assist with facility management functions by offering various fiscal, clinical, dietary, Quality Assurance/Quality Improvement (QA/QI), incident, and demographic reports that may be used by the facility to improve the patient experience as well as assist the facility in compliance with Centers for Medicare and Medicaid Studies (CMS), Veterans Administration (VA), and other government regulations. The system will offer facility management functionality including but not limited to an employee database, facility inventory, and scheduling functionality. The system will also allow personnel the ability to electronically submit reports and assessments to various government agencies.

VAB is seeking a COTS solution. Ground-up development will not be considered.

**3. Procurement Project Schedule**

<b>Task</b>	<b>Date</b>
Advertisement 1 - First Advertisement Date for RFP	04/23/2013
Advertisement 1 - Second Advertisement Date for RFP	04/30/2013
Advertisement 2 - First Advertisement Date for RFP	01/07/2014
Advertisement 2 - Second Advertisement Date for RFP	01/14/2014
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 01/17/2014
Deadline for Questions Answered and Posted to ITS Web Site	02/18/2014
Open Proposals	3:00 p.m. Central Time on 03/06/2014
Evaluation of Proposals Begins	03/07/2014
Vendor Demo's (Optional)	TBD
Board Presentation	TBD

**4. Statement of Understanding**

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

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

- 4.1.2 Vendor must deliver a written document to Sandra Randall at ITS by Friday, January 17, 2014 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 Sandra Randall to verify the receipt of their document. Documents received after the deadline will be rejected.
- 4.2 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 Tuesday, February 18, 2013.
- 4.3 The Vendor must agree that, notwithstanding anything to the contrary in this agreement, VAB shall have the right to reproduce any and all physical documentation supplied under the terms of the agreement resulting from this RFP, provided, however, that such reproduction shall be for the sole use of the VAB and shall be subject to the same restrictions or use and disclosure as are contained elsewhere in the agreement resulting from this RFP.
- 4.4 The system should comply with all federal and state laws, rules, and regulations, including confidentiality of appropriate information and Health Insurance Portability and Accountability Act (HIPAA) compliance.
- 4.5 A contractor from Implementation Technologies Consulting is assisting in this procurement effort; therefore, Implementation Technologies Consulting is precluded from submitting a proposal in response to RFP No. 3709.
5. **Mandatory Provisions for this RFP**
- 5.1 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.
- 5.2 **Mandatory** - The system must be an Office of the National Coordinator (ONC) Electronic Health Record (EHR) Certified Technology by an ANSI accredited certifying body, currently: CCHIT; Drummond Group; ICSA Labs; InfoGuard, and, SLI Global Solutions. The Vendor must provide evidence of certification as a part of the proposal submission.
- 5.3 **Mandatory** - The Vendor must, in their training proposal, include the cost for meaningful use certification assistance.

- 5.4 **Mandatory** - The system must be able to interface with the state's health information exchange (HIE), Mississippi Health Information Network (MS-HIN). 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)

- 5.5 **Mandatory** - The system must be able to transmit and receive patient medical information to the Federal Veterans Administration using HL7 or other interfacing formats. List the interfacing formats used by your software.

## 6. **Functional Requirements**

Additional requirements for this project are incorporated into a table included in this RFP as Attachment B, Functional Requirements. Vendor must refer to that Attachment and formulate responses to that portion of the proposal as directed.

## 7. **State Infrastructure and Network Requirements**

- 7.1 Vendor must prepare and submit a network design document that addresses security and infrastructure requirements including minimum speed and maximum latency required to access the application.
- 7.2 The proposed schedule/plan must allow the State a maximum of three (3) months to acquire any equipment, etc, and to prepare a network design to meet the minimum capacity requirements requested by the awarded Vendor.
- 7.3 The Vendor must furnish:
- 7.3.1 Minimum PC system and browser technical specifications necessary to access the system as proposed; and
  - 7.3.2 Recommended PC system and browser technical specifications necessary to access the system as proposed.

7.4 VAB reserves the right to purchase or utilize its own hardware if it is considered to be more economically feasible. Vendor must include this optional cost in Section VIII, *Cost Information Submission*.

7.5 Platform Requirements

7.5.1 The proposed solution will be a High Availability Failover solution with duplicated infrastructure at both the ITS Eastwood State Data Center and the Veterans Affairs Board Data Center. 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>

7.5.2 State Data Center

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

Physical Facility Attributes:

- Facility is designed to withstand an F4 Tornado (200 MPH).
- Two diversely routed power feeds supporting the facility.
- 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.
- Facility currently has an 8,000 gallon diesel tank with a 10,000 gallon tank to be added in the near future.
- 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.
- 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.
- Generators and cooling systems are housed in the protected facility.

- 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.
- Environmental systems are monitored and controlled by Johnson Control Infrastructure Computer System.
- Security systems including card and biometric access and security cameras posted throughout the facility and grounds.
- Intelligent system for fire alarm and suppression.
- Intelligent system for water detection and notification.
- 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.
- 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.
- The State owns and manages a 196 strand diversely routed fiber network connecting over 40 state agencies to the State Data Center.

#### State Data Center Services

##### Enterprise Systems:

- Computing power in the State Data Center includes 3 enterprise mainframe computers, over 700 virtual servers, 4 major database subsystems, and over 140 TB (Terabytes) of online, high performance storage.
- The ITS virtual infrastructure is based on VMware version 5.1 and 5.5. 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.

- Support approximately 100 system software products.
- Provide assistance with the installation of application systems.
- Provide backup and recovery systems.
- Provide disaster recovery facilities and disaster recovery planning guidance.
- Provide database configuration and administration.
- Perform enterprise performance monitoring for systems.
- Manage the high availability virtual switching architecture that supports the virtual servers and storage systems.

#### Co-Location Solutions:

ITS offers co-location space in the Eastwood Data Center for customer-owned production equipment set up in a High Availability solution. Additionally, the REL Data Center is available for backup or secondary equipment. .

The co-location services include:

- Rack space in the State Data Center or REL Data Center in a standard APC server
- Rack (42U high)
- Multiple AC power connections
- Network ports (100M/1G/10G - Copper or Fiber)
- Subnet of IP addresses for use by customer
- Basic Firewall services

#### Security:

- Support multiple perimeter and Data Center firewall implementations.

- 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.
- Support multiple perimeter and Data Center Intrusion Prevention Systems (IPS) implementations.
- Support Virtual Private Network (VPN) for connectivity to the State Network from any entity that resides outside the State Network.
- Maintain security management and reporting system to monitor IPS events, firewall logs, and VPN concentrator logs for potential security threats.
- Perform multiple information security assessments on the ITS Data Center infrastructure and systems annually.
- Provide virus protection and SPAM filtering via enterprise messaging services.

7.5.3 The proposed solution must be hosted in a VMWare virtual environment that supports Versions 5.1 and 5.5.

7.5.4 The system must be scalable for anticipated growth over the life of the project.

7.5.5 Vendor must describe in detail the following:

7.5.5.1 Recommended virtual servers and storage needed to accommodate the proposed High Availability solution in the Eastwood and/or the ITS Robert E. Lee Data Centers including the capacity of equipment needed to run the proposed solution in a co-location High Availability environment. The High Availability Solution has mirrored infrastructure and databases with automatic failover for disaster recovery. Recommendations should not include references to specific manufacturers or cost; and must address the configuration of the VM guest with required:

7.5.5.1.1 Number of servers

7.5.5.1.2 Number of VCPUs of each server

7.5.5.1.3 RAM of each server

- 7.5.5.1.4 Total storage for each server
  - 7.5.5.1.5 Storage performance requirements in IOPs as measured by SQLio utility
  - 7.5.5.1.6 Any additional hardware not related to the virtual server or storage that is required for Vendor's proposed solution.
- 7.5.5.2 Recommended software needed in conjunction with the proposed application. Recommendation should not include references to cost for operational software (i.e. Windows Server license, Database licenses, VMWare licenses). At the State's option, the Vendor may be required to support the State's configuration of the software for the proposed solution. Vendor must provide a phased implementation schedule for supporting infrastructure necessary for the application.
- 7.5.5.3 Vendor must provide a phased implementation schedule for supporting infrastructure necessary for the application.
- 7.5.5.4 Vendor must explain how their proposed solution will work with an agent-less anti-virus check within a VMware environment.
- 7.5.6 Network Infrastructure
- 7.5.6.1 The Wide Area Network infrastructure that supports data connectivity for remote offices around the State is provided under a long term contract with AT&T. The transport technology is Multi-Protocol Label Switching (MPLS) which provides agencies with a secure, redundant, high performance network designed to support traditional and real-time applications. Access to the Internet and state resources located at agency headquarters and the two state data center buildings is provided through two diverse MPLS 10B connections, each protected by AT&T's SmartRing technology with failover capabilities. Fiber based AT&T MetroE also provides higher bandwidth options. A variety of access speeds are available under the State contract to support the agency's needs.

- 7.5.6.2 The core Data Center Network and Capitol Complex Fiber Network are enterprise infrastructure components that support 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 state government buildings located along the two diverse fiber paths between the two core network hubs. ITS manages and maintains both of these state owned networks with the intent to provide redundant, resilient, and secure high performance access to the State Data Centers, the statewide Multi-Protocol Label Switching (MPLS) data network, commodity Internet, and other state network resources. The Data Center Network and the Capitol Complex Fiber Network architectures are built around Cisco's Virtual Switching System (VSS) and Virtual Port Channel (VPC) technologies, which significantly improves performance and reliability for application delivery. Paired electronic devices, consisting of firewalls, switches, routers, and IPS's, are geographically separated, but logically integrated to provide failover capabilities. A variety of access speeds are available within the Capitol Complex fiber network to support the agency's application needs.
- 7.5.6.3 It should be noted that VAB is not on the Capitol Complex fiber ring because of where they are geographically located. Currently, VAB has a 50Mbps MPLS MetroE circuit that ties their headquarters in Pearl into the State MPLS network. VAB remote sites are connected to the State MPLS network with predominately 20Mbps MPLS circuits. There is one site connected via T1. Currently, connectivity between the VAB headquarters in Pearl and the State Data Center is via their 50Mbps MPLS MetroE circuit. It should be noted that VAB is proposing to upgrade that 50Mbps circuit with a 250Mbps circuit. Vendor needs to identify how much bandwidth is required to achieve a high availability solution between the VAB headquarters in Pearl and the State Data Center. Diagram of the existing VAB network is provided at Attachment D.
- 7.5.6.4 Logical servers are created as guest in the VMware cloud and attached to the data center network utilizing

Cisco's Nexus switching architecture. The Nexus switches are configured for full redundancy with paired Nexus 7000 switches at the core. Multiple Nexus 5000 switches attach downstream from the Nexus 7000 core switches. Nexus 2000 Fabric Extenders attach downstream from the Nexus 5000 switches to provide server and storage connectivity. All switches are connected by multiple fiber paths utilizing Virtual Port Channels (VPCs). All Nexus switches run the latest version of NXOS. Physical servers within the Data Center support a "teaming" connection configuration to the two separate Nexus 2000 Fabric Extenders. Teaming is defined as two or more separate connections aggregated into one logical connection. Link Aggregation Control Protocol (802.3ad) is the aggregation protocol required for this environment.

## 7.6 Network Communication/Security Requirements

7.6.1 The current network environment is described in Item 7.5 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>

7.6.2 Remote VAB sites use MPLS based services. The virtual infrastructure is based on VMWare5.1. Storage is delivered via 2 fiber channel SANS. Security is provided via ASA Firewalls. Vendor must describe in the proposal submitted in response to this RFP, how the network communication and security requirements will be accomplished.

7.6.3 The proposed solution must meet or exceed the following minimum requirements:

7.6.3.1 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.

7.6.3.2 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.

- 7.6.3.3 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.
- 7.6.3.4 All components of the proposed solution must adhere to the State of Mississippi's Enterprise Security Policy. Vendor may obtain the Enterprise Security Policy as noted in Section IV Item 32 of this RFP.
- 7.6.3.5 All authorization credentials or sensitive information related to the proposed solution must follow the encryption guidelines of the Enterprise Security Policy.
- 7.6.3.6 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.
- 7.6.3.7 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.
- 7.6.3.8 Security assessments must be performed for all components of the proposed solution when an application is modified or updated before moving to production.
- 7.6.3.9 Vendor must fully detail the firewall requirements for the proposed applications.
- 7.6.3.10 Vendor must fully detail and diagram traffic patterns of all applications across all network segments.
- 7.6.3.11 Vendor must support OS and application security patches in a timely fashion.

7.6.3.12 Vendor must provide bandwidth requirements for all proposed sites for the proposed application.

**8. System Setup and Accessibility**

- 8.1 The Vendor must discuss the responsibility/process for initial system setup versus ongoing administration of day to day operations. Vendor should include as part of the description, a discussion of the administrative functions that would be the performed by VAB as opposed to the Vendor.
- 8.2 Vendor must provide the password rules and standards provided in the proposed solution. At a minimum, Vendor must describe how many and what type characters are required for the creation of a valid password, password aging, and password lockout.
- 8.3 The Vendor must identify the maximum number of concurrent users and describe the maximum system load that the standard system will support.

**9. Acceptance Testing**

- 9.1 Vendor must work with the VAB staff to devise a suite of test and use cases, and test data necessary to prove the performance of the proposed system. This suite must include final acceptance testing criteria.
- 9.2 The VAB will conduct acceptance testing of the system once the system is made available for use to the VAB and all training is completed.
- 9.3 The Vendor must participate in the acceptance testing of the system by providing technical staff on-site for assistance in demonstrating the functions of the installed system. The VAB must be in a position to demonstrate that the system is operational to ensure that proper training has been received and sufficient knowledge transfer has been accomplished.
- 9.4 As part of the system acceptance testing, the Vendor must assist the VAB in performing a load test to confirm that the hosting facility possesses adequate capacity and speed to drive the Electronic Medical Records and Facilities Management System and user base without degradation.
- 9.5 The VAB will communicate to the Vendor regarding any deficiencies identified during either functional or load testing. The Vendor must correct deficiencies within ten (10) days of written notice given by the State. The Vendor must bear the cost to remedy reported deficiencies. These deficiencies must be corrected and tested by the Vendor before submitting the remedy to the VAB for performance or regression testing.

- 9.6 The Vendor must agree to and allow for a final acceptance testing period of up to thirty (30) business days from the initiation of acceptance testing and correction of any deficiencies reported by the State.
- 9.7 Acceptance testing is finished when the VAB has successfully completed all acceptance test criteria defined in the testing suite as defined by the VAB, and all critical defects have been corrected by the Vendor and successfully re-tested by the VAB and operated without error or defect for the thirty (30) day acceptance period.
- 9.8 Acceptance testing shall not in any way relieve the Vendor of their responsibilities to correct any defect identified during the warranty period.
- 9.9 The State reserves the right to reject the system after the third unsuccessful test of any module of the system.

## 10. **Installation and Conversion**

- 10.1 The Vendor must perform the complete installation and set-up of the EMR and Facilities Management System.
- 10.2 The Vendor must transfer records from the existing clinical records system that contains patient medical information, financial information, and pharmacy information into the new EMR and Facilities Management System.
  - 10.2.1 VAB currently uses AccuMed Accu-Care for its computerized clinical records.
    - 10.2.1.1 VAB has 836,876 kB of existing clinical record data stored in the Interbase database located at the Veterans Affairs Board datacenter. The awarded Vendor will be required to work with VAB to access the data.
    - 10.2.1.2 The proposed solution must have the ability to access the computerized clinical records database fields currently stored in Accu-Care.
    - 10.2.1.3 Vendor must discuss in detail the steps required to convert the existing computerized clinical records into a format that is capable of being accessed by the proposed solution.
    - 10.2.1.4 Vendor must provide the cost of conversion as a separate line item in Section VIII, *Cost Information Submission*.

- 10.2.2 VAB currently uses AccuMed Add-On for its financial data management.
  - 10.2.2.1 VAB has 55,549 kB of existing financial data stored in flat files located at the Veterans Affairs Board datacenter. The awarded Vendor will be required to work with VAB to access the data.
  - 10.2.2.2 The proposed solution must have the ability to access the financial data currently stored in Add-On via a BBx programming console.
  - 10.2.2.3 Vendor must discuss in detail the steps required to convert the existing financial data into a format that is capable of being accessed by the proposed solution.
  - 10.2.2.4 Vendor must provide the cost of conversion as a separate line item in Section VIII, *Cost Information Submission*.
- 10.2.3 VAB currently uses QS/1 to manage its pharmacy data.
  - 10.2.3.1 VAB has 40 GB of existing data stored in flat files located at the Veterans Affairs Board datacenter. The awarded Vendor will be required to work with VAB to access the data.
  - 10.2.3.2 The proposed solution must have the ability to access the pharmacy data, including scanned images currently stored in QS/1.
  - 10.2.3.3 Vendor must discuss in detail the steps required to convert the existing pharmacy records into a format that is capable of being accessed by the proposed solution.
  - 10.2.3.4 Vendor must provide the cost of conversion as a separate line item in Section VIII, *Cost Information Submission*.
- 10.2.4 VAB anticipates that the data will be converted to SQL prior to the implementation of the system for which this proposal is being issued. In the event that the data is converted prior to the proposal submission deadline, an addendum will be made to this RFP with the data format proposing vendors are expected to, if necessary, convert the data from.

- 10.3 The system architecture must include a separate environment for system development, a test environment that can be used for staff training and the testing of product revisions, and a production environment used for daily facility activities.

**11. Warranty/Maintenance**

**11.1 Product Warranty**

Vendor must warrant that the proposed System shall meet or exceed these minimum specifications.

11.1.1 Vendor must warrant that all deliverables shall be free from any defect which would render any such deliverable inoperable or which would prevent full performance in accordance with these specifications. This warranty includes correction of errors, design deficiencies, performance deficiencies, and incorrect or defective documentation, including those found during acceptance testing, implementation, and the warranty period.

11.1.2 Vendor must propose the standard manufacturer warranty for all proposed software products and services. Vendor must specify the warranty period, during which time maintenance need not be paid. Warranty must cover, at minimum, one (1) hour response to all service-related calls or e-mails during prime-shift hours (8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday). The Vendor must describe the proposed warranty.

11.1.3 Vendor must specify whether extended warranty is being proposed to satisfy these requirements and include the associated period and cost.

**11.2 Product Maintenance and Software Support**

11.2.1 Vendor must propose an annual fixed cost contract to provide ongoing software support services to include problem remediation, maintenance and upgrades. Support must include toll-free telephone support for system users and administrators 24x7x365. Vendor must describe the proposed plan for providing maintenance and support.

11.2.2 Vendor must maintain the products in an operable condition according to the specifications contained in the technical manuals and as outlined in these specifications and the Vendor's system proposal.

## 12. Vendor Requirements

- 12.1 The Vendor must provide a description of his organization with sufficient information to substantiate proven expertise in the products and services being requested in this RFP.
- 12.2 The Vendor must disclose any company restructurings, mergers, and acquisitions over the past three (3) years.
- 12.3 The Vendor must specify the location of the organization's principal office and the number of executive and professional personnel employed at this office.
- 12.4 The Vendor must state the number of years the Vendor has been providing the products and services being proposed.
- 12.5 The Vendor must specify the organization's size in terms of the number of full-time employees, the number of contract personnel used at any one time, the number of offices and their locations, and structure (for example, state, national, or international organization).
- 12.6 The Vendor must provide the name and the state of incorporation, if incorporated.
- 12.7 The Vendor must indicate the number of implementations his company has performed for state/federal government entities which perform similar functions in their respective state/area/province as are required by this RFP.
- 12.8 The Vendor must describe the products and services being provided and the stage of development of those products and services.
- 12.9 The Vendor must provide a copy of their company'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 (3) fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed, and/or audited by a Certified Public Accountant.
- 12.10 Vendor must provide an organizational chart identifying all personnel proposed for this project.
- 12.11 Vendor must provide a resume for each of their staff members participating on this project. Resumes must reflect qualifications and recent experience relevant to the scope of the work indicated in this RFP. Resumes must include at least three (3) references that can be directly contacted to verify the individual's qualifications and experience.

- 12.12 Vendor must ensure that each staff member assigned to this project has the ability to communicate clearly in the English language both verbally and in written form.

**13. Project Management**

- 13.1 Vendor must commit a dedicated Project Manager for the duration of the project implementation. The Project Manager must have sufficient prior experience to address the specifics of this project. Vendor must include details to substantiate this experience.

- 13.2 The Project Manager must be named in the Vendor's RFP response and must be available for interview by the Agency as part of this RFP evaluation.

- 13.3 Vendor must submit, as a part of this proposal, a high-level Project Work Plan that outlines the overall strategy and approach to providing the requested System and services. The Plan must contain all significant work steps required for provision of the requested services. Timeframes must be specified in terms of work days or weeks after contract signing. The Plan must include the elements listed below.

13.3.1 The Plan must incorporate all tasks to be accomplished;

13.3.2 The Plan must address all project deliverables, including implementation, acceptance testing, schedule for actual testing and *go-live* date;

13.3.3 The Plan must include resource estimates for both the Agency and Vendor timelines; and

13.3.4 The Plan must address assumptions that the Vendor has made based on the information rendered in these specifications.

- 13.4 Upon contract award, the Vendor's Project Manager must work with the Agency to develop a more detailed Project Work Plan to guide the System's implementation.

- 13.5 The Vendor must describe his change order and staffing strategy under the following circumstances.

13.5.1 The Vendor must describe his change order and staffing strategy when a customer requires additional functionality that may be within the capability of the proposed system's existing programming, after the initial system acceptance.

13.5.2 The Vendor must describe his change order and staffing strategy when a customer requires additional functionality that may require

modification of the proposed system's programmed code and/or the addition of new programming, after initial system acceptance.

**14. Additional Requirements**

14.1 ITS acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

14.2 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must provide the component(s) at no additional cost.

14.3 Vendor must provide all technical specifications and manuals (documentation) at the point of sale.

14.3.1 Vendor must provide release notes to VAB on any product software patches, updates, service releases, and upgrades no later than the time at which such changes are implemented.

14.3.2 System help must be updated to reflect changes in system at the time such changes are implemented.

**15. Cost Proposal**

15.1 The Vendor must propose a fixed amount for all services requested in this RFP including equipment, software, professional services, implementation, equipment maintenance, software support, training, and any travel, subsistence or lodging costs. A fixed price proposal must be submitted using the table in Section VIII, *Cost Information Submission*.

15.2 The Vendor must include and complete all parts of the cost proposal, Section VIII, *Cost Information Submission*, in a clear and accurate manner. The Vendor must summarize all costs in Section VIII and fully and explicitly itemize them in a separate document as supporting documentation of how they were derived. These costs must include all initial, one-time purchase prices, as well as, all recurring costs for ongoing maintenance, licensing, or other items.

**16. Change Orders**

16.1 Vendor must submit, in Section VIII, *Cost Information Submission*, Table 3, a single Change Order Rate. Since travel expenses are not reimbursed by the state, Vendor should consider any travel or per diem costs that may be incurred by personnel needed to support Change Orders. This rate shall remain in effect for the duration of the contract. Should Vendor propose rates

based on role, Vendor should be aware that the state will evaluate proposal costs using the highest proposed rate.

- 16.2 Vendor staff related expenses as required and approved by the State for a Change Order must be invoiced at the change order rate. See Article 42 of the Standard Contract attached as Attachment A for terms and conditions for Change Orders.

**17. Scoring Methodology**

- 17.1 An Evaluation Team composed of VAB 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.

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

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

- 17.1.3 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.

- 17.1.4 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:	
Functional Requirements (from Spreadsheet in Appendix B)	45
State Infrastructure and Network Requirements, Acceptance Testing, Installation, and Warranty/Maintenance	10
Vendor Requirements, Project Management, System Setup and Accessibility	10
<b>Total Non-Cost Points</b>	<b>65</b>
<b>Cost</b>	<b>32</b>

Change Order	3
Total Base Points	100
Value Added	5
<b>Maximum Possible Points</b>	<b>105</b>

17.2 The evaluation will be conducted in four stages as follows:

17.2.1 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.

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

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

<b>Non-Cost Categories</b>	<b>Possible Points</b>
Functional Requirements (from Spreadsheet in Appendix B)	45
State Infrastructure and Network Requirements, Acceptance Testing, Installation, Warranty/Maintenance	10
Vendor Requirements, Project Management, System Setup and Accessibility	10
<b>Maximum Possible Points</b>	<b>65</b>

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

17.2.2.3 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 ‘Infrastructure and Network Requirements, Acceptance Testing, Installation, Warranty/Maintenance’ category was allocated 10 points; a proposal that fully met all requirements in that section would have scored 9 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.

17.3 Stage 3 – Cost Evaluation

17.3.1 Points will be assigned using the following formula:

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

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

17.3.2 Cost categories and maximum point values are as follows:

<b>Cost Category</b>	<b>Possible Points</b>
Lifecycle Cost	32
Change Order	3
<b>Maximum Possible Points</b>	<b>35</b>

17.4 On-site Demonstrations and Interviews

17.4.1 The State anticipates requesting on-site presentations, demonstrations, or discussions with the Vendors submitting the two highest scoring proposals for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

17.4.2 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.

17.4.3 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.

17.4.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

17.5 Site Visits

17.5.1 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.

17.6 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.

**Table 1**

<b>Category</b>	<b>Item Description</b>	<b>Quantity or Frequency of Cost (per month, one time, etc.)</b>	<b>Extended Cost</b>
1. Implementation/setup including minor customizations			
2. Training			
3. Meaningful Use Certification Assistance			
4. Professional Services (Custom Enhancements)			
5. Professional Services (Other – please specify)			
6. Software			
7. Other (please specify)			
<b>Total Initial Cost (Items 1-7)</b>			
Software Support			
Other (please specify)			
<b>Total Annual On-going Cost</b>			
<b>Total On-going Cost</b>			



## **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 three (3) 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 three (3) 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:

**ATTACHMENT 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 project(s) 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 39848  
SOFTWARE TURNKEY AGREEMENT  
BETWEEN  
INSERT VENDOR NAME  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
MISSISSIPPI STATE VETERANS AFFAIRS BOARD**

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 STREET 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 Veterans Affairs Board located at 3466 Highway 80 East, Pearl, Mississippi 39208 (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 3709, requested proposals for the acquisition of certain software, installation and conversion services, and technical support (collectively “Turnkey Operation”) necessary for the implementation of an electronic medical records system; 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 March 18, 2013, 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 an electronic medical records system as specified in RFP No. 3709. Seller agrees to facilitate the integration of the hardware and software for the particular purpose set forth in RFP No. 3709. Seller further agrees that the system, as set forth in RFP No. 3709 and Seller's Proposal in response thereto, shall operate efficiently and optimally in light of industry standards and as further specified in RFP No. 3709 and Seller's Proposal in response thereto. RFP No. 3709 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 six (6) months 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 and 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. 3709 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. 3709, 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 ten (10) business 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. In the event the Purchaser notifies the Seller of deficiencies, the Seller, at Seller's sole expense, shall correct such deficiencies within ten (10) business 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) business 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. 3709 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 ten (10) business 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 ten (10) business days, or such other period as the parties may agree upon. The thirty (30) business 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 Veterans Affairs Board, 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 and 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. 3709 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** Upon notification from Purchaser of its final acceptance of the system, Seller shall submit an invoice for payment of the system and for services rendered at the prices set forth in Exhibit A. In no event will the total compensation to be paid hereunder for all products, services, travel, performances and expenses under this Agreement exceed the specified sum of **\$INSERT AMOUNT**, unless prior written authorization from ITS has been obtained. 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."

**8.2** 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. 3709 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. 3709 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. 3709, 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 involve 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. 3709 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 a day, seven (7) days a 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. Randy Reeves, Executive Director, Mississippi State Veterans' Affairs Board, 3466 Highway 80 East, Pearl, Mississippi 39208. The Seller's address for notice is: **INSERT NAME, TITLE, & ADDRESS OF VENDOR PERSON FOR NOTICE**. 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. 3709 and Seller's Proposal in response to RFP No. 3709 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. 3709 and written addenda; and
- D. Seller's Proposal, as accepted by Purchaser, in response to RFP No. 3709.

**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, 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 Seller's Proposal in response to RFP 3709 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 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 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 44 ESCROW OF SOURCE CODE**

**44.1** 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.

**44.2** 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.

**44.3** 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.

**44.4** 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. 3709, 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.

**44.5** 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 Veterans Affairs  
Board**

**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**

## ATTACHMENT B FUNCTIONAL REQUIREMENTS

For each Requirement/Item Number, the Vendor must respond with the appropriate letter in the “Response” column in the System Requirements table. The following table provides a response key:

<b>Response</b>	<b>Description</b>
X	Exceeds Specifications
B	Exists in the Base System (i.e., in version of the software being proposed)
M	Minor Customization (i.e., a modification that would require less than 40 hours to implement)
C	Custom Enhancement (i.e., an enhancement that would require in excess of 40 hours to implement)
A	Alternate Solution
N	Not Supported (the proposed solution does not support this requirement and a customization, enhancement or alternate solutions is not proposed)

Additionally, Vendor must detail, in the Required Explanation, the manner in which the proposed solution addresses each requirement according to the following:

- If “X” is specified, Vendor must explain the additional benefits of the product for the specification;
- If “M” is specified, Vendor must indicate whether the Vendor has ever implemented this modification before. Vendor must indicate what additional costs, if any, will be incurred as well as the estimated time frame for completion of this Minor Customization;

- If “C” is specified, Vendor must indicate whether the Vendor has ever implemented this modification before. Vendor must indicate what additional costs, if any, will be incurred as well as the estimated time frame for completion of this Custom Enhancement; and
- If “A” is indicated, Vendor must indicate how the alternate solution will meet the needs of VAB and whether the Vendor has used this alternate solution in the past.

<b>Category</b>	<b>Item #</b>	<b>Requirement</b>	<b>Vendor Response (X, B, M, C, A, or N)</b>	<b>Required Explanation</b>
<b>Census, Pre-Admission, ADT Section</b>	1.1	The system must have predefined data entry/disposition fields which are able to be supplemented by additional fields defined by the VAB. VAB must have the ability to enable/disable these fields.		
	1.2	The system must provide a unique, system generated medical record number for each patient added to the system.		
	1.3	The system must have the ability to capture pre-admission information such as patient name, address, responsible party, 3rd party payer, admitted from or referred by, etc.		
	1.4	The system must have the ability to provide an estimate of cost of services and perform a revenue assessment prior to admission for each patient based on pre-admission information.		
	1.5	The system must have various selection and sort options for facility census reporting such as by resident name, resident number, location, SSN, medical record number, room number, 3rd party payer, diagnosis, etc.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	1.6	The system must have the ability to automatically generate bed hold letters when a patient's status is changed to bed hold.		
	1.7	The system must have the ability to track patient bed hold history.		
	1.8	The system must have the ability to differentiate various types of patient leaves of absence.		
	1.9	The system must have the ability to calculate actual in-house residents.		
	1.10	The system must have the ability to calculate monthly census at the end of each month.		
	1.11	The system must have the ability to use both standard and confidential progress notes categories.		
	1.12	The system must have the ability to generate standard and customizable face sheets on patients, and have the ability to post patient alerts on the face sheets that can be viewed by staff or send alerts to specified user(s) with a link to the patient face sheet.		
	1.13	The face sheets must have payer and benefit fields, as well as comment and/or notation fields.		
	1.14	The system must be able to produce date/census driven payer, guarantor, and benefit reports.		
	1.15	The system must comply with current Industry Clinical Code standards.		
	1.16	The system must have the current ICD (International Classification of Diseases) and		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
		CPT (Current Procedural Terminology) library which are automatically updated at least annually.		
	1.17	The system must use current ICD codes. These codes must be easily updated and/or resolved.		
	1.18	The system must have a standard set of condition codes for patients that can be supplemented by additional condition codes. The system must have the ability to alert user if more specific coding information is needed in the Clinical and/or Physician entry.		
	1.19	The user must be able to enter one or more diagnosis for each resident.		
	1.20	The system must retain patient information after discharge and allow this information to be used to readmit resident(s) using existing information. The system must be able to append an integer or alpha character to the existing medical record number for each subsequent admission.		
	1.21	The user must have the ability to enter and modify resident contact information.		
	1.22	The user must have the ability to produce standard and custom tracking reports for demographics, as well as census (reports) by facility and unit.		
	1.23	The system must be able to print labels for residents and responsible parties and have the ability to generate address bar codes.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
MDS Compliance	2.1	The system must have the ability to override the other disciplines [CAT (Care Area Triggers)] sections of the MDS (Minimum Data Set).		
	2.2	The system must allow designated users to change the ARD (Assessment Reference Date) and Assessment Reason after an MDS assessment has been initiated for a patient.		
	2.3	The system must allow MDS sections to be completed by more than one user, not necessarily simultaneously.		
	2.4	The system must have the ability to lock the user out of non-relevant sections of the MDS based on the assessment type and answers in previous sections of the MDS.		
	2.5	The system must have skip patterns for the MDS (logic edits) based on question answers.		
	2.6	The system must have the ability to define the types of data that will be accepted by certain fields and produce a plain English error message if the data does not meet predefined format specifications.		
	2.7	The system must have the ability to determine if required fields in the MDS assessment have not been populated, highlighting the unpopulated fields and displaying a message indicating that the fields have not been completed.		
	2.8	The system must have the ability to deny completion of an assessment if all required fields have not been populated.		

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	2.9	The system must be able to prepopulate MDS questions on a patient level based on answers recorded for the same questions in previous assessments as well as data from other parts of the medical record.		
	2.10	The system must provide discharge/readmission tracking for patients and regenerate MDS schedules based on this information.		
	2.11	The product must have electronic signature features and allow users to sign the MDS electronically.		
<b>MDS Capability</b>	3.1	The system must allow users to schedule MDS or automatically schedule MDS based on admission date/ARD and due date to CMS and/or the VA. These schedules will be calculated for Medicare, Medicaid, and VA payment sources.		
	3.2	The system must allow users to compile and transmit MDS's electronically. This includes encoding data in a record format that conforms to standard record layouts and data dictionaries, and passes standardized edits defined by CMS, the State of Mississippi, and the VA's Austin Automation Center (AAC).		
	3.3.1	The system must be able to interface with the state's MDS System to submit MDS's electronically, and receive various reports including the MDS validation report for submitted MDS data.		

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	3.3.2	The system must be able to interface with the VA's AAC to submit MDS's electronically, and receive various reports including the AAC initial and final validation reports for submitted MDS data.		
	3.4	The system must be able to submit MDS's either individually or batch and receive derogatory validation reports individually.		
	3.5.1	The system must be able to submit modification requests and modified MDS's to the state electronically.		
	3.5.2	The system must be able to electronically log successful and unsuccessful transmissions to the AAC and retransmit individual records as needed.		
	3.6	The system must provide MDS analytics on a patient level that include the best date to complete/submit an MDS, high scores, best answers based on patient data, and compare various completed options to optimize facility revenue.		
	3.7	The system must be able to populate the demographic section of the MDS based on answers in the patient ADT (Admits, Discharges, Transfers).		
	3.8	The system must be able to track completion of each patient's MDS and provide printable reports in standard and custom formats based on information within the MDS, composite MDS data, and/or with the MDS completion status.		

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	3.9	The system must have the ability to combine Medicare scheduled and unscheduled assessments as well as combine two unscheduled assessments.		
	3.10	The system must be able to automatically generate Omnibus Budget Reconciliation Act (OBRA) and Per Patient Stay (PPS) schedules for each resident based on their ARD and generate reports in standard and custom formats based on information within the assessments as well as and composite OBRA and PPS data.		
	3.11	The system must have the ability to calculate Skilled Nursing Facility (SNF) PPS CMI (Case Mix Index) for rural and urban facilities.		
	3.12	The system must have the ability to report Resource Utilization Groups (RUGs) by day and case mix to determine resident staff ratio per day.		
	3.13	The system must automatically calculate RUG scores for reporting purposes and use RUG scores to generate daily rates and billable days for patients.		
	3.14	The user must be able to customize MDS reporting.		
	3.15	The system must have automated Resident Assessment Instrument (RAI) calculations based on MDS triggers.		
<b>Roster Generation</b>	4.1	The system must be able to generate a roster of patients in the facility during a certain period and provide variance reporting, i.e., reporting of patient accidents/incidents, based on		

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		predetermined characteristics.		
	4.2	The system must have the ability to save and print generated rosters and variance reports.		
<b>Quality Indicators/ Quality Management</b>	5.1	The user must be able to select the type of MDS and the ARD for the MDS upon creation of the assessment.		
	5.2	The system must be able to generate Clinical Alerts based on QI ratios above a certain threshold or that yield a certain risk level.		
	5.3	The system must be able to perform clinical audits by providing reports for personnel to review clinical performance and expenditures, and comparing outcomes to goals set by the facility.		
	5.4	The system must be able to provide reports on individual residents in comparison with the composite group of residents with similar demographics and clinical characteristics.		
	5.5	The system must be able to filter/sort Quality Indicators/Quality Management (QI/QM) by numerical value.		
	5.6	The system must be able to generate Summary and Detail QI/QM Reports based on data obtained from MDS(s) and other clinical analysis.		
	5.7	The system must be able to generate State Survey forms to include times needed for staffing ratios within 1 hour, 12 hours, etc.		

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	5.8	The system must be able to generate resident rosters broken down into categories including but not limited to active residents, residents on leave, discharged residents, and deceased residents.		
	5.9	The system must be able to generate a list of facility officers.		
<b>Care Planning Section</b>	6.1	The system must allow users the ability to prepare assignment sheets that outline patient care and specific tasks for those involved with patient care.		
	6.2	The system must allow the user to link approaches to care/flow sheets.		
	6.3	The system must allow the user to link care plan goals to interventions.		
	6.4	The system must maintain a history of resolved problems and interventions for each resident.		
	6.5	The system must be able to generate an interim care plan when conditions indicate that the care plan needs to be deviated from such as in the event of a short term illness or an injury that has a short recovery period.		
	6.6	The system must have a set of standard care plans that are automatically generated as triggering responses are entered and saved. These care plans must have editable data fields.		
	6.7	The system must have customizable care plan templates that can be modified for the individual resident and their clinical condition.		

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	6.8	The system must have a customizable care plan database.		
	6.9	Users must be able to provide care plan progress notes by discipline in narrative format.		
	6.10	The system must be able to use information from the RAI to generate care alerts and determine elements contained in the care plan(s).		
	6.11	Care plans must have a section for interdisciplinary team notes.		
	6.12	The system must have an easy to understand user interface that allows users to easily generate, populate, update, and print care plans and individual problem lists for residents.		
	6.13	Authorized users must have the ability to sign care plans electronically.		
<b>Clinical Notes Section</b>	7.1	The system must have a set of standard assessments including but not limited to the following areas: wound, skin, smoking, Abnormal Involuntary Movement Scale (AIMS), fall risk, elopement risk, mental, nutritional, and bladder.		
	7.2	The system must allow users to develop custom assessments.		
	7.3	The user must be able to record clinical notes in both narrative and template formats, on pre-defined templates or custom templates.		
	7.4	The system must allow users to electronically view and sort clinical notes.		

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	7.5	The system must have an electronic signature feature that allows users to electronically sign clinical notes.		
	7.6	The system must allow users to electronically modify various sections of the clinical information based on their role.		
	7.7	Users must be able to set up manual and/or automatic clinical alerts for self or other users triggered by system events.		
	7.8	The system must allow users to query reports using various parameters, including but not limited to date, author, and resident.		
	7.9	Users must be able to set up manual or automatic reminders for self or other users triggered by system events to review orders and history, as well as reminders for physicals to be completed.		
	7.10	Users must be able to print clinical notes in various formats such as text, PDF, or Crystal Reports.		
<b>Point of Care Documentation Section</b>	8.1	The system must allow data entry via personal computer or other portable devices such as handheld scanners, tablet computers, and cellular devices. The vendor must list device types/models with which their system interfaces.		
	8.2	The system must provide various options for users to validate Point of Care documentation. Some examples are electronic signature or checkbox(es) for specific role(s).		

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	8.3	The system must be able to record patient fluid intake as well as patient fluid excretion to perform input and output calculations.		
	8.4	The system must allow users to create and edit schedules for resident activities and assessments, facility volunteers, etc. from the point of care module.		
	8.5	The system must allow users to view schedules in various formats including by: resident, event type, day, week, month, year, quarter, etc.		
	8.6	Users must be able to set up manual or automatic point of care documentation alerts for self or other users triggered by system events.		
	8.7	The system must allow users various standard and custom options for reporting point of care documentation information including but not limited to various types of reports, various presentation formats, etc.		
	8.8	The system must be able to collect and analyze data on the compliance status of the facility from various sources.		
	8.9	The system must automatically provide an electronic stamp for all entries including date, time, and identifying information such as user ID or name of person making entry.		
	8.10	The system must be able to automatically send alerts to specified users when point of care documentation data is out of range.		

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	8.11	The system must have an electronic signature feature that allows users to apply an electronic signature to the point of care documentation.		
	8.12	The system must automatically prepare flow sheets for facility-defined disciplines based on care planning goals, approaches, and interventions.		
	8.13	Upon a change in patient status in the system, the system must automatically alert designated personnel to make appropriate contacts concerning patient status and facility obligations. For example, if a patient is on leave from the facility and has an anticipated return, the patient status is changed to bed hold and the billing rate for the facility changes automatically. Also, the family is reminded that they are still responsible for paying the facility for the leave days at a different rate.		
<b>CNA and Nursing Section</b>	9.1	The system must have an Activities for Daily Living (ADL) section for Certified Nursing Assistants (CNAs) and nurses that is easy to use and understand.		
	9.2	The system must allow CNA and nursing users to record Mood and Behavior information for the patient record, Section D of the MDS, or other assessments and/or care plans.		
	9.3	The system must allow CNA and nursing users to record Bowel and Bladder information for patient record, Section E of the MDS, or other assessments and/or care plans.		

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	9.4	The system must allow CNA and nursing users to record vitals to include pulse, respiration, blood pressure, and temperature for the MDS or other assessments and/or care plans as well as patient EMR.		
	9.5	The system must allow users to document one or more patient events such as falls, elopement, new wounds, etc.		
	9.6	The system must allow CNA and nursing users to record weight and weight loss in the patient EMR with the option of that information mapping to other sets of data located in different modules in the system.		
	9.7	The system must allow nursing personnel to report the risk of certain conditions including but not limited to: - Pressure sores using the Norton scale - Falls - Elopement - Injuries related to side rails, i.e., trying to climb over and falling or being entrapped between side rail and mattress - Difficulty in managing medication safely		
	9.8	The system must be able to track wounds with the information being retained so that the status may be monitored on a weekly basis.		
	9.9	The system must provide a virtual body aid to allow nurses/nursing assistants to track wounds by location on the body.		

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	9.10	The system must allow users to document needed assessments prior to the delivery of prescribed medications.		
	9.11	The system must allow information recorded in the patient EMR the option of mapping to other sets of data located in different modules in the system including the MDS assessments.		
	9.12	The system must allow CNA and nursing users to record blood glucose levels for patient record, the MDS, or other assessments and/or care plans as well as patient EMR.		
<b>Activity Department Section</b>	10.1	The system must have the ability to document multiple resident events on a resident level as well as a facility level, including the ability to document an event on a facility level and having it flow down to the resident level.		
	10.2	The system must allow users to create and edit schedules for resident activities and assessments, facility volunteers, etc.		
	10.3	The system must allow users with the appropriate permissions the ability to schedule and track volunteers as well as make volunteer assignments.		
	10.4	The system must be able to build a resident activity profile based on activity information entered into the system.		
	10.5	The system must have the ability to calculate daily, weekly, monthly, quarterly, and annual activities and events on both a resident and facility basis.		

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	10.6	The system must allow users to create and edit facility/resident events and activity list(s).		
<b>Nutrition Section</b>	11.1	The system must allow users the ability to track resident weight and weight.		
	11.2	The system must be able to extrapolate meal intake information from meal data entered into the system.		
	11.3	The system must be able to provide nutritional analysis on resident(s) based on food, beverage, and supplement intake information entered into the system.		
<b>Dietary Section</b>	12.1	The system must be able to generate printable meal tickets and snack labels with bar coding that can be scanned to ensure the correct food is delivered to the correct resident, and upload nutrition information into the patient's health record.		
	12.2	The system must be able to provide resident meal, snack, and beverage options based on patient dietary restrictions which include any restrictions based on medical diagnosis, allergies, drug interactions, and patient care plan.		
	12.3	The system must be able to maintain a dietary profile for residents by collating data about weight, height, dietary restrictions, dietary preferences, and consumption patterns.		

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	12.4	The system must be able to maintain a standardized recipe database to ensure the food is the same in nutritional value and allergen content, and meets dietary needs with each preparation.		
<b>Pharmacy/ Orders Section</b>	13.1	The system must contain a formulary and Physician's Desk Reference (PDR) accessible while user entering Pharmacy or other orders.		
	13.2	The system must have standard and customizable order options.		
	13.3	The system must allow users to enter orders using the system onsite or via a secure web-based interface.		
	13.4	The system must allow physicians or other authorized prescribers to electronically enter orders for diagnostic tests, physician referrals, and medications. This electronic entry must include drop-down menus for selection of standard items.		
	13.5	The system must allow physicians or other authorized prescribers to digitally sign their orders. The system must use encrypted verification features for the signatures.		
	13.6	The system must have an integrated pharmacy dictionary that can be customized with facility specific abbreviations.		

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	13.7	The system must have formulary setups that can be customized with clinical information such as dosage, side effects, and contraindications, i.e., conditions under which the medicine should not be prescribed or administered.		
	13.8	In addition to entering orders for a single patient, the system must allow authorized users the ability to enter orders in bulk for the entire facility or for groups of patients based on selected criteria without accessing each resident chart individually.		
	13.9	The system must allow doctors, nurse practitioners, and other authorized personnel to electronically submit prescriptions.		
	13.10	The system must be able to maintain a history of all resolved orders.		
	13.11	The system must have one order entry per order. The system must also automatically send orders to the appropriate area based on recipient information in the record.		
	13.12	The system must validate that all new orders match the eMAR (Electronic Medical Administration Record).		
	13.13	The system must serve as the entry point for all physicians' orders within the facility.		
	13.14	The system must be able to generate order alerts when an order contradicts National Drug Code (NDC) coding standards or the patient EMR.		

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	13.15	The system must provide allergy and drug interaction alerts when an order is entered to prevent adverse drug reactions.		
	13.16	The system must track order distribution using bar code technology and provide medication distribution alerts when the medication being administered does not match the medication to be administered according to the patient record.		
	13.17	The system must be able to track medication variance, i.e., errors in writing or administering medication orders.		
	13.18	The system must have the ability to send ticklers for patient follow-up to system users based on order information.		
	13.19	The system must have the ability to import pharmacy/order charges for patient billing.		
	13.20	The system must have the ability to interface with/transmit physician's orders electronically to the appropriate destination including Pharmacy, Lab, and X Ray for accurate and seamless communication of orders.		
	13.21	The pharmacy/orders functionality must have the ability to integrate with Vendor software.		
	13.22	The system must allow various standard and custom print options for eMAR/eTAR (Electronic Treatment Authorization Request).		

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	13.23	The system must allow Medical Administration Record (MAR) and Treatment Authorization Request (TAR) the option of being recorded to/printed from patient records with or without patient photos.		
	13.24	The system must have the ability to generate and print a medication list for each resident.		
	13.25	The system must have the ability to print physician order sheets listing all medications and treatments for current and discontinued orders.		
	13.26	The system must have the ability to print pharmacy labels.		
<b>Therapy Delivery Section</b>	14.1	The system must allow users to enter all current therapy documentation required by the facility electronically. This includes but is not limited to evaluations, screens, flow sheets, daily notes, billing information, care plan information, etc.		
	14.2	The system must have the ability to prepopulate Section O of the MDS with therapy information.		
	14.3	The system must allow users with the appropriate permissions to enter therapy minutes. The system must be able to convert entered therapy minutes into therapy units.		
	14.4	The system must be able to use therapy data to automatically calculate RUG scores for patients. The system must be able to track RUG scores for Medicare patients.		

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	14.5	The system must allow users to select ARD for patients and plan/track therapy for the unit based on those dates.		
	14.6	The system must be able to track Therapist/Therapy productivity.		
	14.7	The system must be able to provide therapy look back functionality on a patient basis based on the look back date, look back period, and ARD.		
	14.8	The system must track the therapy cap on a patient level and alert designated users when patients have reached their maximum allotted therapy reimbursement, and send code modifier alerts to notify users when code modifiers are used and/or need to be submitted with therapy claims.		
	14.9	The system must be able to generate patient appointments based on type of therapy needed, therapist's schedules, and patient activities/appointments.		
	14.10	The system must be able to generate therapy schedules based on a variety of parameters including type of therapy, therapist, or patient for various time periods.		
	14.11	The system must have a therapy code table and allow users with the appropriate permissions to populate and update the therapy code table.		
	14.12	The system must queue billable therapy units to designated users for the purpose of quality control audits to ensure that therapy is being properly recorded and billed.		

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	14.13	The system must be able to generate a billing sheet for each patient that includes the diagnosis code, units, start of treatment date, and treatment code.		
	14.14	The system must meet Medicare guidelines for RUGS IV and MDS 3.0.		
	14.15	The system must allow designated users to record daily therapy notes.		
	14.16	The system must allow users to record weekly patient progress notes.		
	14.17	The system must allow users to enter monthly recertification notes.		
	14.18	The system must allow users to electronically generate, complete, and store a discharge summary for each patient using a standard or customizable format.		
	14.19	The system must have an electronic therapy screening information form.		
	14.20	The system must allow system users to set outcomes (goals) and electronically record and monitor patient progress toward these outcomes.		
<b>System Administration Reports</b>	15.1	The system must be able to generate a group profile report.		
	15.2	The system must be able to generate a report of group rights by facility.		
	15.3	The system must be able to generate a report of login rights by group.		

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	15.4	The system must be able to generate a report of login rights by user.		
	15.5	The system must be able to generate a user profile report.		
	15.6	The system must be able to generate a user report.		
	15.7	The system must be able to generate a report of user rights by facility.		
<b>Fiscal Reports</b>	16.1	The system must allow users with the appropriate permissions to generate case mix reports by account.		
	16.2	The system must allow users with the appropriate permissions to generate account report from previous periods.		
	16.3	The system must allow users with the appropriate permissions to generate account status reports.		
	16.4	The system must allow users with the appropriate permissions to generate account transactions reports.		
	16.5	The system must allow users with the appropriate permissions to generate Accounts Receivable (A/R) cost reports. The cost report contains provider information such as facility characteristics, utilization data, cost and charges by cost center, and financial statement data.		

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	16.6	The system must allow users with the appropriate permissions to generate A/R reports.		
	16.7	The system must allow users with the appropriate permissions to generate billing reports using various options.		
	16.8	The system must allow users with the appropriate permissions to generate specialized billing reports using various options.		
	16.9	The system must allow users with the appropriate permissions to generate a census (report).		
	16.10	The system must allow users with the appropriate permissions to generate an ADT Report.		
	16.11	The system must allow users with the appropriate permissions to generate a list of prospects.		
	16.12	The system must allow users with the appropriate permissions to generate all reports by facility as well as state.		
	16.13	The system must allow users with the appropriate permissions to produce the following reports for patient accounts:		
	16.13.1	Patient Bank Account Reports		
	16.13.2	Patient Checking Account Report		
	16.13.3	Patient Bank Account Statement		

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	16.13.4	Patient Bank Account Reconciliation Report		
<b>Clinical Reports</b>	17.1	The system must allow users with the appropriate permissions to generate a MAR Report.		
	17.2	The system must allow designated users to produce Physician Order Reports.		
	17.3	The system must allow users with the appropriate permissions to generate a PRN (pro e nata – as needed) Effective report.		
	17.4	The system must allow users with the appropriate permissions to generate a list of MDS 3.0 assessments required on a per patient basis.		
	17.5	The system must allow users with the appropriate permissions to generate an MDS 3.0 assessment schedule on a per patient basis.		
	17.6	The system must allow users with the appropriate permissions to generate an MDS 3.0 Income report on a per patient and facility level.		
	17.7	The system must allow users with the appropriate permissions to generate Federal and State RUG Estimate reports as well as RUG Estimate reports for special care categories.		
<b>Dietary Reports</b>	18.1	The system must be able to log the results of Timeliness of Meal Service Audits to ensure that the designated meal preparation time and workflow are suitable for meal preparation.		

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	18.2	The system must be able to log the results of dining room audits to ensure the atmosphere of the dining room in the facility is conducive to meal consumption.		
	18.3	The system must be able to log condiment usage to ensure the proper amounts of condiments are being ordered.		
	18.4	The system must be able to record results of trayline audit to ensure that food, trays, and utensils are being handled properly and to monitor the consumption/acceptance of food and beverage items by residents that use the food service line.		
	18.5	The system must be able to record the temperatures of cold and hot foods in the trayline area to ensure that the food is being served at the proper temperature.		
	18.6	The system must be able to record the temperatures of cold and hot foods in the front serving line to ensure that the food is being served at the proper temperature.		
	18.7	The system must be able to record the temperatures of cold foods in the cold holding area to ensure that the food is being stored at the proper temperature.		
	18.8	The system must be able to log dish temperature to ensure that dishes are cleaned and sanitized properly.		

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	18.9	<p>The system must be able to generate a weekly dietary report to the facility administrator that contains the following:</p> <ul style="list-style-type: none"> <li>- Meal Service Timeliness Audit</li> <li>- Dining Room Audit</li> <li>- Trayline Audit</li> <li>- Trayline Temperature Log</li> <li>- Front Serving Line Temperature Log</li> <li>- Cold Holding Log</li> <li>- Dish Temperature Log</li> </ul> <p>The system must also be able to log anomalies in any of the logs and include them in the report.</p>		
	18.10	<p>The system must be able to track the facility dietary budget and monitor expected expenditures vs. actual expenses.</p>		
<b>Activities Reports</b>	19.1	<p>The system must be able to report the number of residents that attend activities as well as breakdowns of number of residents by activity.</p>		
	19.2	<p>The system must be able to report a list of activities attended by each resident as well as a comprehensive list of activities for all residents.</p>		
	19.3	<p>The system must be able to generate Veterans reports that details the following information in various standard and custom formats:</p> <ul style="list-style-type: none"> <li>- Branch(es) of Service</li> <li>- Wartime service and war, if applicable</li> <li>- Non-wartime service</li> <li>- Length of service</li> <li>- Tour(s) of duty</li> <li>- Military honors, if applicable</li> </ul>		

<b>Category</b>	<b>Item #</b>	<b>Requirement</b>	<b>Vendor Response (X, B, M, C, A, or N)</b>	<b>Required Explanation</b>
	19.4	The system must be able to report any special dietary restrictions of resident(s).		
	19.5	The system must be able to report alcohol intake of resident(s).		
	19.6	The system must be able to report resident hobbies and interests such as who enjoys pets, sports preferences, music preferences, etc.		
	19.7	The system must be able to report the religious preferences of residents.		
	19.8	The system must be able to track and report the number of hours resident(s) individually and collectively spend in activities.		
	19.9	The system must be able to track and report whether or not patients individually and collectively receive family visits, frequency of visits, etc.		
	19.10	The system must be able to track and report which residents are on bed rest.		
	19.11	The system must be able to track and report which residents remain in bed during daylight hours.		
	19.12	The system must be able to query residents by time of day preference, i.e., day or evening, for outings.		
	19.13	The system must be able to report resident birthdays.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	19.14	The system must be able to report trips taken by residents individually and collectively.		
	19.15	The system must be able to produce activity reports for all residents in the facility using various criteria or include activity report with the resident census.		
	19.16	The system must be able to report which residents are members of the resident council.		
	19.17	The system must be able to report which residents request to be visited by volunteer(s).		
	19.18	The system must be able to report which residents need visits during the day.		
	19.19	The system must be able to report the status of resident progress notes.		
	19.20	The system must be able to report resident care plan due dates.		
<b>QA/Medical Records Reports</b>	20.1	Users must be able to run Incident Reports daily and log them by type of report.		
	20.2	Users must be able to run and log Medication Error Reports daily.		
	20.3	Users must be able to run Census Report/Patient Activity Form weekly with residents on leave indicated on or omitted from report.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	20.4	Users must be able to run weekly Skin Assessment Audits to check compliance with completion (validate which patients have a completed assessment in file).		
	20.5	Users must be able to run Wound Assessment audits as needed to check compliance with completion.		
	20.6	Users must be able to run Nursing progress notes monthly and perform a word search on the report to validate compliance with the completion of incident reports.		
	20.7	Users must be able to run Admission Audits as needed to check for completion of all required admission assessments.		
	20.8	Users must be able to run Hospital Return Audits as needed to check for completion of all required assessments upon patient return from hospital.		
<b>Social Workers</b>	21.1	The system must be able to provide a list of patients using the following fields:		
	21.1.1	Religion		
	21.1.2	Branch of Military		
	21.1.3	Unit (in facility)		
	21.1.4	Date of Admission		
	21.1.5	Birthdate		
	21.1.6	Do not resuscitate (DNR) status		
	21.1.7	Medicaid Residents		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	21.1.8	Medicare Residents		
	21.1.9	Military award recipients		
	21.1.10	DAR (Daughters of the American Revolution)		
	21.1.11	VA (Active or Not)		
	21.1.12	Funeral Home, Burial Information		
	21.1.13	Advanced Directives		
<b>Reports Requirements for all Departments</b>	22.1	The system must have reports for all departments available in standard and customizable formats.		
	22.2	The system must allow users to develop their own reports/report formats based on data in the system.		
	22.3	The system must be able to report when collected data is outside of standard limits as well as report on other pre determined risk factors per system users/administrator(s).		
	22.4	The system must be able to generate reports by date, resident, type, injury (if applicable), and intervention (if applicable).		
	22.5	The system must have the ability to present report data in graphical format or be able to export data to a program that can graph data such as Microsoft Excel.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
Infection Control	23.1	The system must have the ability to track infections for staff and residents.		
	23.2	The system must allow designated users to group and view infection control data over various time periods for trending purposes.		
	23.3	The system must be able to track resident vaccinations.		
	23.4	The system must allow designated users to enter custom infection control alerts.		
	23.5	The system must have various standard and customizable options for reporting infection control information.		
Employee/ Personnel Records	24.1	The system must have a database for facility employees that can be populated with vital personal information.		
	24.2	The system must maintain or be able to interface with a system that tracks employee certification and training records including record of staff training compliance. The Vendor must name systems with this functionality that their product interfaces with if their system does not provide this functionality.		
	24.3	The system must be able to maintain a status of employee health including vaccination records, results of annual physicals, etc.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	24.4	The system must be able to track standard and customizable information on the employees such as employee evaluations.		
	24.5	The system must have a staffing module that allows designated users to: customize staff shifts; establish work patterns/shifts for individuals and groups of employees; and, generate staffing reports.		
	24.6	The system must have an Employee/Personnel Records Interface that is easy to use and understand.		
<b>Claims Management/ Fiscal Records</b>	25.1	The system must track all patient census activity and use this information for billing and claims purposes, including the billing of ancillary items.		
	25.2	The system must allow designated users the ability to upload therapy and other ancillary charges.		
	25.3	The system must allow more than one user in a module at any given time.		
	25.4	The system must queue billable items to Business office user(s) for the purpose of quality control audit(s) to ensure that claims are being properly billed.		
	25.5	The system must allow users to create insurance plans along with plan specific revenue codes and contracts.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	25.6	The system must allow designated users the ability to change billing types and payer types in patient billing files.		
	25.7	The system must allow designated users to edit, amend, and modify where a payer is located in the patient reimbursement table.		
	25.8	The system must allow designated users to modify reimbursement table(s) by sequence of table.		
	25.9	The system must allow an item/procedure in the reimbursement table to have one or more reimbursement rates.		
	25.10	The system must be able to send billing/claims alerts for patient leaves of absence that will impact the facility midnight census.		
	25.11	The system must allow designated users to customize payer setups. The system must be able to accommodate an unlimited number of payer set ups.		
	25.12	The system must have, or permit user(s) to create, a Medicaid Pending Payer class that will allow bills for the patient to be held and billed to Medicaid or another 3rd party payer once an approval/denial comes through and the patient is switched to Medicaid or another billing class.		
	25.13	The system must allow users to establish a billing payer hierarchy on a patient level and allow claims billing based on hierarchy billing and payment receipt.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	25.14	The system must be able to perform automatic retroactive charge adjustments and billing as well as rebilling.		
	25.15	The system must have pre-billing and advanced billing capabilities.		
	25.16	The system must be able to bill physicians using CMS 1500.		
	25.17	The system must allow users the ability to place notations in patient billing files and produce notes on patient bills, generate automatic statements, and generate collection letters for accounts that are past due.		
	25.18	The system must allow billing personnel to submit 3rd party billing on Uniform Bill form for institutional healthcare providers (UB04), CMS1500, and VA 10-5588 forms.		
	25.19	The system must have the ability to calculate third (3rd) party contractual allowances, i.e., how much an insurer or other third party pays for services provided to a patient.		
	25.20	The system must be able to bill residents by line item and by item number.		
	25.21	The system must be able to separate residents that qualify for VA per diem from those that do not for billing purposes.		
	25.22	The system must have reimbursement tables that can be modified and/or validated electronically.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	25.23	The system must allow designated users to populate Mississippi Medicaid levels of care and Medicare levels of care with current reimbursement amounts and allow this information to be updated at least annually.		
	25.24	The system must allow designated users to enter Veterans Administration rate reimbursement into the system for VA billing and allow this information to be updated at least annually.		
	25.25	The system must allow designated users the ability to edit Medicaid and Medicare levels of care.		
	25.26	The system must have the ability to maintain rate history files.		
	25.27	The system must allow designated users the ability to modify leave of absence information.		
	25.28	The system must allow designated users the ability to initiate, end, modify, and cancel patient bed holds. The system must also send alerts and notices on specific dates to designated recipients for bed hold(s) and number of days remaining.		
	25.29	The system must allow designated users to perform patient bed transfers and to reserve beds.		
	25.30	The system must allow batch claim billing (multiple claims to be billed at once).		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	25.31	The system must have the ability to submit electronic claims to the Veterans Administration, Medicaid, and Medicare as well as transmit electronic bills to private pay resident responsible party.		
	25.32	The system must have the ability to receive and post electronic remittance(s).		
	25.33	The system must have the ability to post lump sum payments received to individual resident accounts.		
	25.34	The system must have the ability to bill residents for ancillary charges and generate an ancillary transaction report.		
	25.35	The system must have the ability to create exception report(s) for unmatched and outstanding charges.		
	25.36	The system must have the ability to produce a full range of accounts receivable related reports.		
	25.37	The system must be able to maintain and provide reports for Medicaid and Medicare cost reporting data.		
	25.38	The system must have the ability to send MDS information to billing for Medicare A residents.		
	25.39	The system must have the ability to generate and electronically transmit the following reports to the AAC:		
	25.39.1	The system must be able to generate a <b>Monthly Gains and Loss Report</b> to submit to the AAC. The format of this report can be found in		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
		Attachment E – Veterans Administration Reports. This report must list:		
	25.39.1.1	Total residents remaining in facility at the end of prior month		
	25.39.1.2	Total number of admissions during specified month		
	25.39.1.3	Total number of veterans returning from a leave of absence during the specified month		
	25.39.1.4	Total number of discharges during the specified month		
	25.39.1.5	Total number of deaths of residents in the specified month		
	25.39.1.6	Total number of residents that went to leave of absence status during specified month		
	25.39.1.7	Total number veterans that were residents at the end of the month		
	25.39.1.8	Total number non-veterans that were residents at the end of the month		
	25.39.1.9	Total number of residents that are 70% or more service connected (This refers to residents who have are classified as 70% or more service related disability)		
	25.39.1.10	Total number of female veterans in the facility during the month		
	25.39.1.11	Total days of care furnished to veterans who are eligible for per diem payments (excluding care furnished to veterans 70% or more service connected or in need of care for a service		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
		connected position)		
	25.39.1.12	Total days of care furnished to veterans who are eligible for per diem payments		
	25.39.1.13	Total days of care furnished to veterans 70% or more service connected or in need of care for a service connected condition		
	25.39.1.14	Total number of hospital days for all residents during specified month		
	25.39.1.15	Total days of care for non-veterans in the facility for the month		
	25.39.1.16	Total number of residents that received care in the facility (both veterans and non-veterans)		
	25.39.2	The system must be able to generate a <b>Monthly Admissions Report</b> to submit to the AAC. The format of this report can be found in Attachment E – Veterans Administration Reports. The report must include the following patient information:		
	25.39.2.1	Medical Record #		
	25.39.2.2	Name		
	25.39.2.3	Date of Admission		
	25.39.2.4	SS#		
	25.39.2.5	The report must also total the number of admissions for the month.		
	25.39.3	The system must be able to generate a <b>Monthly Discharge Report</b> to submit to the AAC. The format of this report can be found in Attachment E – Veterans Administration Reports. The report		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
		must include the following patient information:		
	25.39.3.1	Medical Record #		
	25.39.3.2	Name		
	25.39.3.3	Date of Discharge		
	25.39.3.4	SS#		
	25.39.3.5	The report must also total the number of discharges for the month.		
	25.39.4	The system must be able to generate a <b>Monthly Death Report</b> to submit to the AAC. The format of this report can be found in Attachment E – Veterans Administration Reports. The report must include the following patient information:		
	25.39.4.1	Medical Record #		
	25.39.4.2	Name		
	25.39.4.3	Date of Expiration		
	25.39.4.4	SS#		
	25.39.4.5	Location of Expiration		
	25.39.4.6	The report must also total the number of deaths for the month.		
	25.39.5	The system must be able to generate a <b>Monthly Furloughs Report</b> to submit to the AAC. The format of this report can be found in Attachment E – Veterans Administration Reports. The report must include the following patient information:		
	25.39.5.1	Medical Record #		
	25.39.5.2	Name		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	25.39.5.3	SS#		
	25.39.5.4	Date to Furlough		
	25.39.5.5	Date of 11 <sup>th</sup> day of Furlough		
	25.39.5.6	Date from Furlough		
	25.39.5.7	Total number of days on Furlough		
	25.39.5.8	The report must also total the number of furloughs for the month.		
	25.39.6	The system must be able to generate a <b>Monthly Female Veterans Report</b> to submit to the AAC. The format of this report can be found in Attachment E – Veterans Administration Reports. The report must include the following patient information:		
	25.39.6.1	Medical Record #		
	25.39.6.2	Name		
	25.39.6.3	Date of admission into facility		
	25.39.6.4	SS#		
	25.39.6.5	The report must also total the number of female veterans in the facility during the month.		
	25.39.7	The system must be able to generate a <b>Monthly Non Veteran Admit Report</b> to submit to the AAC. The format of this report can be found in Attachment E – Veterans Administration Reports. The report must include the following patient information:		
	25.39.7.1	Medical Record #		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	25.39.7.2	Name		
	25.39.7.3	Date of admission into facility		
	25.39.7.4	SS#		
	25.39.7.5	The report must also total the number of non-veterans admitted to the facility during the month.		
	25.39.8	The system must be able to generate a <b>Monthly 70% or More Service Connected Report</b> to submit to the AAC. The format of this report can be found in Attachment E – Veterans Administration Reports. The report must include the following patient information:		
	25.39.8.1	Resident (Name)		
	25.39.8.2	% SC (% of Service Connected Disability)		
	25.39.8.3	SS#		
	25.39.8.4	Consecutive 30 days		
	25.39.8.5	I/H Days (In House Days)		
	25.39.8.6	Admissions (Admit Date)		
	25.39.8.7	Pass Days YTD		
	25.39.8.8	Hospital Days		
	25.39.8.9	The report must also total the number of I/H Days during the month.		
	25.39.9	The system must be able to generate a <b>Monthly Staffing Patterns Report</b> to submit to the AAC. The format of this report can be found in Attachment E – Veterans Administration Reports. The report must include the following patient		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
		information:		
	25.39.9.1	Date		
	25.39.9.2	Census (Number of Residents in Facility)		
	25.39.9.3	NH Hours (Nursing Home Hours)		
	25.39.9.4	NH Ratio (Ratio of Care provided by Nursing Home employees to Agency employees)		
	25.39.9.5	Agy Hrs/Day (Total Number of Hours of Care provided by agency employees)		
	25.39.9.6	Agy LPN# (Total Number of Hours of Care provided by Agency Licensed Practical Nurses)		
	25.39.9.7	Agy DCW (Total Number of Hours of Care provided by Agency Direct Care Workers, aka Certified Nursing Assistants)		
	25.39.10	The system must be able to generate a <b>Daily Gains and Loss Report</b> to submit to the AAC. The format of this report can be found in Appendix D – Veterans Administration Reports. The report must include the following patient information:		
	25.39.10.1	Date		
	25.39.10.2	Total Residents from Previous Day		
	25.39.10.3	Gains		
	25.39.10.4	Losses		
	25.39.10.5	Total Resident Current (In House)		
	25.39.10.6	Total Residents Previous Day (MTD)		

<b>Category</b>	<b>Item #</b>	<b>Requirement</b>	<b>Vendor Response (X, B, M, C, A, or N)</b>	<b>Required Explanation</b>
	25.39.10.7	Total Residents Days (I/H) MTD		
	25.39.10.8	MTD Hospital Days Previous Day		
	25.39.10.9	Residents in Hospital Today		
	25.39.10.10	Total Hospital Days MTD		
	25.39.10.11	Resident Pass Days MTD Previous Day		
	25.39.10.12	Resident on Pass Today		
	25.39.10.13	Total Pass Days MTD		
	25.39.10.14	Total Residents (I/H + Hospital)		
	25.39.10.15	Male Residents (Number)		
	25.39.10.16	Female Residents (Number)		
	25.39.10.17	Total Residents		
	25.39.10.18	70% or More S/C Residents		
	25.39.10.19	70% or More Days of Care		
	25.39.10.20	Admissions by listing:		
	25.39.10.20.1	Name		
	25.39.10.20.2	Medical Record #		
	25.39.10.20.3	SS#		
	25.39.10.20.4	Facility		
	25.39.10.20.5	Date		
	25.39.10.20.6	S/C%		
	25.39.10.21	Hospital Returns by listing:		
	25.39.10.21.1	Name		

<b>Category</b>	<b>Item #</b>	<b>Requirement</b>	<b>Vendor Response (X, B, M, C, A, or N)</b>	<b>Required Explanation</b>
	25.39.10.21.2	Medical Record #		
	25.39.10.21.3	SS#		
	25.39.10.21.4	Facility		
	25.39.10.21.5	Date		
	25.39.10.21.6	S/C%		
	25.39.10.22	Pass Returns by listing:		
	25.39.10.22.1	Name		
	25.39.10.22.2	Medical Record #		
	25.39.10.22.3	SS#		
	25.39.10.22.4	Facility		
	25.39.10.22.5	Date		
	25.39.10.22.6	S/C%		
	25.39.10.22.7	Total Pass 30 days		
	25.39.10.23	Hospital Loss by listing:		
	25.39.10.23.1	Name		
	25.39.10.23.2	Medical Record #		
	25.39.10.23.3	SS#		
	25.39.10.23.4	Facility		
	25.39.10.23.5	Date		
	25.39.10.23.6	S/C%		
	25.39.10.24	Out on Pass by listing:		
	25.39.10.24.1	Name		

<b>Category</b>	<b>Item #</b>	<b>Requirement</b>	<b>Vendor Response (X, B, M, C, A, or N)</b>	<b>Required Explanation</b>
	25.39.10.24.2	Medical Record #		
	25.39.10.24.3	SS#		
	25.39.10.24.4	Facility		
	25.39.10.24.5	Date		
	25.39.10.24.6	S/C%		
	25.39.10.24.7	Total Pass Days YTD		
	25.39.10.25	Discharges by listing:		
	25.39.10.25.1	Name		
	25.39.10.25.2	Medical Record #		
	25.39.10.25.3	SS#		
	25.39.10.25.4	Facility		
	25.39.10.25.5	Date		
	25.39.10.25.6	S/C%		
	25.39.10.26	Deaths by listing:		
	25.39.10.26.1	Name		
	25.39.10.26.2	Medical Record #		
	25.39.10.26.3	SS#		
	25.39.10.26.4	Facility		
	25.39.10.26.5	Date		
	25.39.10.26.6	S/C%		
	25.39.10.27	A listing of Residents Currently in Hospital, Admission, Days, and SSC% with the following fields:		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	25.39.10.27.1	Name		
	25.39.10.27.2	Medical Record #		
	25.39.10.27.3	Date		
	25.39.10.27.4	Days (# of days in hospital)		
	25.39.10.27.5	Hosp		
	25.39.10.27.6	SS#		
	25.39.10.27.7	(DOA) Date of Arrival		
	25.39.10.27.8	30 days		
	25.39.10.27.9	S/C%		
	25.40	The system must have a built-in claims scrubber that checks medical billing codes against billing rules to audit charges as they are being billed by providing warnings for improperly billed items before they are billed to allow more accurate billing and minimize the need for rebilling.		
<b>Receipts</b>	26.1	The system must allow an unlimited number of account numbers whose format can be customized.		
	26.2	The system must have the ability to electronically post receipts.		
	26.3	The system must have the ability to provide individual receipts for payments received.		
	26.4	The system must allow designated users the ability to enter, modify, and void individual cash receipts.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	26.5	The system must have the ability to batch process payments and generate receipts.		
	26.6	The system must have the ability to record miscellaneous receipts.		
	26.7	The system must allow users with designated permissions the ability to make adjustments to A/R.		
	26.8	The system must be able to track payment refunds.		
	26.9	The system must allow users with the appropriate permissions the ability to enter contractual write-offs. The system must be able to process and record these write-offs.		
	26.10	The system must be able to manually and automatically generate collection notices and letters, send internal reminders, and make notes on contacts and attempts to collect on past due accounts.		
	26.11	The system must be able to track and report bad debt.		
	26.12	The system must be able to print cash receipt reports.		
	26.13	The system must be able to generate aged accounts receivable reports.		
<b>Resident Funds</b>	27.1	The system must allow each resident to have an individual, interest bearing account.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	27.2	The system must allow the posting of transactions to personal and care-related categories with a single entry.		
	27.3	The system must allow designated users to transfer care cost payments to the facility and retain a monthly allowance amount in individual accounts.		
	27.4	The system must have the ability to accept and record direct deposits.		
	27.5	The system must allow designated users the ability to add, edit, delete, and void transactions.		
	27.6	The system must provide a recurring check feature for bill payment.		
	27.7	The system must provide an account reconciliation/balance sheet feature.		
	27.8	The system must be able to provide an account balance.		
	27.9	The system must have the ability to print statements as well as electronically transmit statements.		
	27.10	The system must allow users the ability to print checks.		
	27.11	The system must be able to provide report samples and previews of actual system generated reports.		
	27.12	The system must have the ability to accept and record direct debits.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	27.13	The system must have the ability to maintain a check register that includes details of each check.		
	27.14	The system must have the ability to maintain a database of Vendors to be used for accounts payable and accounts receivables.		
	27.15	The system must allow users with appropriate permissions the ability to view closed accounts.		
	27.16	The system must allow users with appropriate permissions the ability to close accounts.		
<b>Inventory</b>	28.1	The system must be able to track inventory of ancillary supplies and be able to upload inventory lists and track supply distribution.		
	28.2	The system must be able to integrate the inventory with the chart of accounts.		
	28.3	The system must be able use bar coding and scanner technology to track inventory.		
	28.4	System users must be able to generate standard and custom inventory reports.		
<b>Maintenance/ Work Orders</b>	29.1	The system must be able to monitor Life Safety Code compliance by tracking required tasks such as: - Water temperature checks - Fire drills - Generator testing - Fire alarm testing - Boiler inspections The system must note next due date, last date completed, and required frequency for all tasks.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	29.2	Maintenance department and other designated personnel must be able to log in and check completed staff and building tasks using a secure, internet-based interface compatible with Internet Explorer, Firefox, and Safari, allowing users to access the interface using a variety of devices including personal and tablet computers as well as handheld computing devices.		
	29.3	The system must be able to monitor Occupational Safety and Health Administration (OSHA) compliance by tracking conformance with OSHA regulations for Healthcare facilities including Lockout/Tagout for hazardous energy sources and OSHA 300 incident reports.		
	29.4	The system must facilitate Disaster Management and Emergency Preparation by allowing users to create Disaster Plans, Emergency Contact Lists, as well as disaster maintenance checklists and inspections complete with building plans that can be accessed from anywhere using a secure internet connection.		
	29.5	The system must allow maintenance staff to establish a recurring work program to set up and maintain service intervals for specified systems and allow workers to check off tasks as they are completed.		
	29.6	The system must allow designated users to track equipment warranties and other warranty related information including purchase date, purchase price, warranty period, warranty expiration date,		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
		and store an electronic copy of the purchase invoice.		
	29.7	The system must allow designated users to track the cost of repair of equipment over its lifetime by storing information such as repair date, repair price, man hours used in repair, cost of parts, labor costs, etc.		
	29.8	The system must be able to maintain a complete list of all equipment and allow designated users to view the equipment list and list components including age, repair history, and other information that will be useful in monitoring cost of ownership of equipment and allow reporting of this information in a format that can be used to inform future purchases.		
	29.9	The system must have a work order system that allows staff to enter unscheduled maintenance tasks that can be prioritized and tracked to ensure efficient completions. The work order portion of the system must be able to capture repair data such as date completed, material used, man hours used, and aggregate this data to generate reports.		
	29.10	The system must allow designated personnel to view either a standard or customizable work order dashboard displaying pertinent maintenance information in a visual format on various devices including personal computers, tablet computers, cellular devices, and PDA's.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	29.11	The system must have the ability to schedule and track housekeeping tasks and assignments.		
<b>User Interface</b>	30.1	The system must provide secure, internet-based access via Internet Explorer, Firefox, and Safari for end users to interact with the system.		
	30.2	The system must have wireless functionality that can be accessed by laptops, tablets, and other wireless devices.		
	30.3	The system must be compatible with newer portable devices for data. Vendor must list all portable handheld devices with which their system is compatible.		
	30.4	The system must be touch screen compatible.		
	30.5	The system must allow users the ability to login using virtualization or virtual machines.		
	30.6	The system must have an interface for program navigation and data entry that is easy to use and understand.		
	30.7	The system must have integrated spell check and an accessible and customizable dictionary of medical terms.		
	30.8	The system must have edits in place to determine if required fields in the application have not been populated, highlighting the unpopulated fields and displaying a message indicating that the fields have not been completed. The system must also deny submittal or saving of forms if the required information is not included.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	30.9	The system must allow designated users to view either a standard or customizable dashboard displaying pertinent facility information in historical, present, or future formats for the purposes of monitoring performance/quality in certain areas, data trending, and identifying areas of improvement and business opportunities.		
	30.10	The system must have document management capability that complies with VAB Records Retention strategy.		
	30.11	The system must allow users to upload or scan documentation and still or motion images electronically and attach the documentation and/or image(s) within the application. The product must have the ability to process and store these attachments.		
	30.12	The system must have the ability to individually or mass distribute both manually and automatically triggered reminders and alerts to various groups either by text, e-mail, phone, pager, or within the system based on rules set by user with administrative privileges.		
<b>System Interface</b>	31.1	The system must have the ability to interface with disparate external systems including but not limited to Hospital EMR systems, systems used by doctors, etc., using industry approved standards.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	31.2	The system must provide an inbound interface that accepts HL7 based laboratory results, textual HL7 based reports, and other HL7 transactions.		
	31.3	The system must support inbound transactions as well as outbound transactions.		
	31.4	The system must be able to interface with the state's health information exchange (HIE), Mississippi Health Information Network (MS-HIN). The Mississippi Health Information Network (MS-HIN) is a secure electronic exchange of patient information which allows healthcare providers a quick, secure, reliable access to patient health records. The MS-HIN provides a patient's complete medical history at the point of care fostering better quality care in a more efficient manner.		
	31.5	The system must have the ability to integrate with other Vendor software. The Vendor must list other EMR software that their software is compatible with and how it interfaces with these products.		
	31.6	The system must be able to integrate with intelligently designed batch interfaces.		
	31.7	The system must be able to send/receive wirelessly transmitted data either real time or in batch.		
	31.8	The system must have various options for data import/export.		

<b>Category</b>	<b>Item #</b>	<b>Requirement</b>	<b>Vendor Response (X, B, M, C, A, or N)</b>	<b>Required Explanation</b>
<b>Software Support</b>	32.1	The software must have internal support mechanisms that provide the user self help and online assistance without contacting Vendor helpdesk.		
	32.2	The system must allow users the ability to access screen/field level help from within the application.		
	32.3	The Vendor must provide online support for system administrators and users.		
	32.4	The Vendor must be able to provide onsite product support for the software.		
	32.5	The Vendor must have an issue tracking database that allows issues encountered by VAB to be entered directly or indirectly and generates problem tickets to be resolved by the Vendor.		
	32.6	The Vendor must provide information to VAB on any product software patches, updates, service releases, and upgrades no later than the time at which such changes are implemented. The Vendor must also add VAB to the distribution list for user/industry newsletters.		
	32.7	Vendor must provide the VAB with Vendor tested upgrades, updates, and patches to the software as they are made generally available.		
	32.8	The Vendor must include system software updates as a part of the maintenance cost of the software.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	32.9	System functionality must be updated in a timely manner to ensure ongoing compliance with Federal and State regulations and standards including CMS as a part of the software maintenance agreement.		
	32.10	The Vendor must be able to provide initial and ongoing training to system users in both onsite instructor led training and web based training.		
	32.11	The Vendor must provide both hard and softcopy System/User Manuals for system administrators and users. Users must have the ability to access the System/User Manuals from within the application.		
<b>System Administration/ Security</b>	33.1	The system must allow an administrator to easily create and edit users' profiles.		
	33.2	The system must provide functionality that supports multi-level security definition including role-based, group based, or access list based security levels and allow system administrator(s) the ability to set rights to access data either by individual, group, role, or access list.		
	33.3	The system must provide application and menu level security and allow setup of inquiry, add, update, and delete access by user and/or group.		
	33.4	The system application security level will determine the level of access each individual has and what that individual will be allowed to view and perform on each screen or field of the application.		

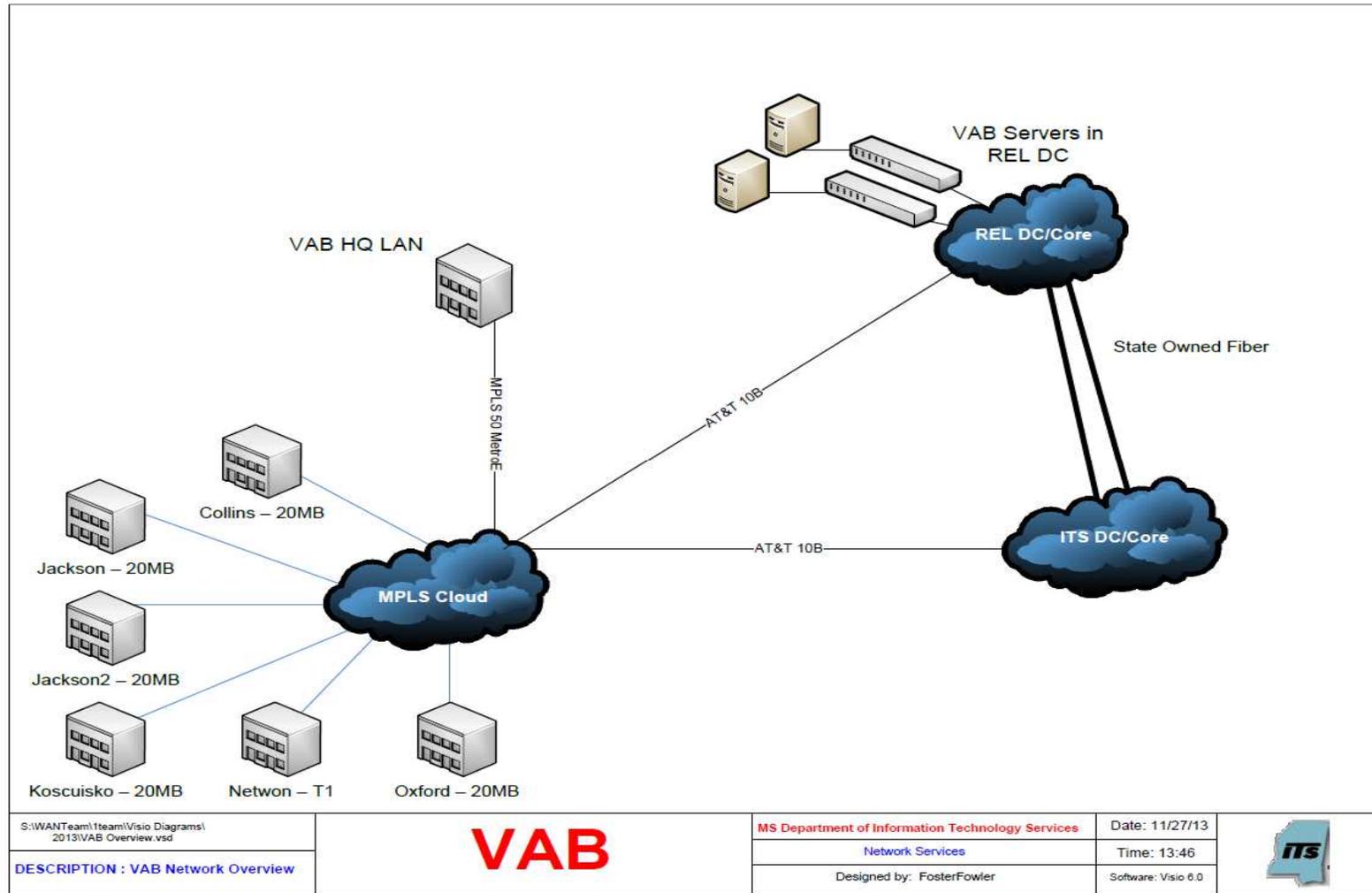
Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
	33.5	The proposed solution must prevent unauthorized access to the system and must allow the State to determine which modules, reports, and data users may access.		
	33.6	The system must provide data encryption at all levels that meets and/or exceeds HIPAA standards.		
	33.7	The application must have the ability to audit all patient record and PHI activity in the database including creating, editing, viewing, and deleting, creating an audit history by each user and patient record, including date and time stamp for activity, field(s) added, modified, viewed, or deleted, and capture before and after versions of the record.		
	33.8	The system must have the ability to provide audit log reports either in printed on onscreen versions.		
	33.9	The Vendor must have a third party perform an application security code review before the product is placed into production and continuous security audits on revisions, updates, and patches to make sure the application is adequately protected from security risks and vulnerabilities.		
	33.10	The system must have preventative maintenance capability that allows designated users to schedule maintenance tasks on a calendar and/or meter basis.		

Category	Item #	Requirement	Vendor Response (X, B, M, C, A, or N)	Required Explanation
<b>Certifications</b>	34.1	In addition to being an Office of the National Coordinator (ONC) Electronic Health Record (EHR) Certified Technology, the Vendor must indicate if their software has any of the following EHR Software Certifications through an ONC-ATCB (Authorized Testing and Certification Body):		
	34.1.1	Health Information Record Certification		
	34.1.2	Long-Term Care Certification		
	34.1.3	Outpatient/Inpatient Certification		
	34.1.4	CMS Information Security (IS) Certification and Accreditation (C&A)		
	34.1.5	Physician Order Certification		

**ATTACHMENT C  
 ACRONYMS**

AAC	Austin Automation Center
A/R	Accounts Receivable
ADL	Activities for Daily Living
ADT	Admits, Discharges, Transfers
AIMS	Abnormal Involuntary Movement Scale
ARD	Assessment Reference Date
CAT	Care Area Triggers
CMI	Case Mix Index
CMS	Centers for Medicare and Medicaid Studies
CNA	Certified Nursing Assistant
CPT	Current Procedural Terminology
DAR	Daughters of the American Revolution
DNR	Do not resuscitate
EHR	Electronic Health Record
eMAR	Electronic Medical Administration Record
EMR	Electronic Medical Record
eTAR	Electronic Treatment Authorization Request
HIPAA	Health Insurance Portability and Accountability Act
ICD	International Classification of Diseases
MAR	Medical Administration Record
MDS	Minimum Data Set
NDC	National Drug Code
OBRA	Omnibus Budget Reconciliation Act
ONC	Office of the National Coordinator
OSHA	Occupational Safety and Health Administration
PDR	Physician's Desk Reference
PHI	Protected Health Information
PPS	Per Patient Stay
PRN	pro e nata – as needed (Medical dispensing term)
QI	Quality Indicators
QM	Quality Management
RAI	Resident Assessment Instrument
RFMS	Resident Funds Management Service
RFP	Request for Proposal
RUG	Resource Utilization Group
SNF	Skilled Nursing Facility
TAR	Treatment Authorization Request
UB04	Uniform Bill form for institutional healthcare providers
VA	Veterans Administration
VAB	Veterans Affairs Board

## ATTACHMENT D DIAGRAM OF EXISTING VETERANS AFFAIRS BOARD NETWORK



## ATTACHMENT E VETERANS ADMINISTRATION REPORTS

### Monthly Gains and Loss Report

FACILITY NAME	
ADDRESS	
CITY, STATE ZIP	
GAINS & LOSS REPORT	
DATE	
1	TOTAL VETERANS RESIDENTS REMAINING AT END OF PRIOR MONTH
3	TOTAL ADMISSIONS (OTHERS)
4	RETURN FROM LEAVE OF ABSENCE
6	DISCHARGES (OTHERS)
7	DEATHS
8	TO LEAVE OF ABSENCE THIS MONTH
9	TOTAL VETERANS RESIDENTS AT END OF THE MONTH
10	TOTAL OF NON-VETERANS RESIDENTS AT THE END OF THE MONTH
11	TOTAL NURSING HOME CARE VETS THAT ARE 70% OR MORE SC
12	FEMALE VETERANS RESIDENTS REMAINING AT THE END OF THE MONTH
13	TOTAL DAYS OF CARE FURNISHED TO VETERANS WHO ARE ELIGIBLE FOR PER DIEM PAYMENTS (EXCLUDING 13A)
	TOTAL DAYS OF CARE FURNISHED TO VETERANS WHO ARE ELIGIBLE FOR PER DIEM PAYMENTS
13A	TOTAL DAYS OF CARE FURNISHED TO VETERANS 70% OR MORE SC OR IN NEED OF CARE FOR A SC CONDITION
	TOTAL HOSPITAL DAYS
	TOTAL NON-VETERANS DAYS OF CARE FURNISHED
	TOTAL RESIDENTS (VETERANS + NON-VETERANS)

















Daily Gains and Loss Report

MS STATE VETERANS HOME-JACKSON										
4607 LINDBERGH DRIVE										
JACKSON, MS 39209										
DATE	ADMISSIONS			MR#	SS#	FACILITY	DATE	S/C%		
NAME										
TOTAL RESIDENTS FROM PREVIOUS DAY										
GAINS										
LOSSES										
HOSPITAL RETURNS										
TOTAL RESIDENT CURRENT (IN HOUSE)										
PASS RETURNS										
TOTAL RESIDENTS PREVIOUS DAY (MTD)										
TOTAL RESIDENTS DAYS (I/H) MTD										
MTD HOSPITAL DAYS PREVIOUS DAY										
HOSPITAL LOSS										
RESIDENTS IN HOSPITAL TODAY										
TOTAL HOSPITAL DAYS MTD										
RESIDENT PASS DAYS MTD PREVIOUS DAY										
RESIDENT ON PASS TODAY										
OUT ON PASS										
TOTAL PASS DAYS MTD										
Total Pass Days YTD										
TOTAL RESIDENTS (I/H + HOSPITAL)										
MALE RESIDENTS										
DISCHARGES										
FEMALE RESIDENTS										
TOTAL RESIDENTS										
DEATHS										
70% OR MORE S/C RESIDENTS										
NO										
70% OR MORE DAYS OF CARE										
RESIDENTS CURRENTLY IN HOSPITAL, ADMISSION, DAYS AND SSC%										
NAME	MR	DATE	DAYS	HOSP	SS#	DOA	30 DAYS	SC%		