
ITS *Mississippi Department of Information Technology Services*

RFP No: 3710

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **June 4, 2013 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi State Department of Health.

Acquisition of a COTS Pharmacy Management System for the Mississippi State Department of Health.

Vendor Web Conference: Tuesday, April 23, 2013

The Vendor must submit proposals and direct inquiries to:

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

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

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3710
due June 4, 2013 @ 3:00 p.m.,
ATTENTION: Donna Hamilton

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

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3710.

- _____ 1) One clearly marked original response and 5 identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond*, if applicable (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)
- _____ 7) Vendor response to *Cost Information Submission* (Section VIII)
- _____ 8) *References* (Section IX)
- _____ 9) Project Work Plan

Table of Contents

SECTION I	4
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY	4
PROPOSAL BONDS	5
SECTION II	6
PROPOSAL SUBMISSION REQUIREMENTS	6
SECTION III	10
VENDOR INFORMATION	10
SECTION IV	14
LEGAL AND CONTRACTUAL INFORMATION	14
SECTION V	26
PROPOSAL EXCEPTIONS	26
PROPOSAL EXCEPTION SUMMARY FORM	28
SECTION VI	29
RFP QUESTIONNAIRE	29
SECTION VII	32
TECHNICAL SPECIFICATIONS	32
SECTION VIII	71
COST INFORMATION SUBMISSION	71
SECTION IX	73
REFERENCES	73
REFERENCE FORM	75
SUBCONTRACTOR REFERENCE FORM	76
EXHIBIT A	77
STANDARD CONTRACT	77
EXHIBIT B	105
Pharmacy Prescription Scenarios	105
EXHIBIT C	109
MSDH Standard Database Design Lifecycle	109
EXHIBIT D	111
Sample Batch Report for ADAP Program	111

SECTION I
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

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

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

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

_____/_____
Original signature of Officer in Bind of Company/Date

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

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.

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

- 8.1 The Vendor is required to submit one clearly marked original response and 5 identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.

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

10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 12.6 The Vendor must submit one clearly marked original and 5 copies of the clarification.
 - 12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
13. **Communications with State**

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

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

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

SECTION III VENDOR INFORMATION

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

1. **Interchangeable Designations**

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

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

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

3. **Proposal as Property of State**

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

4. **Written Amendment to RFP**

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

http://www.its.ms.gov/Procurement/Pages/RFPs_Awaiting.aspx

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 INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

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

15. **Best and Final Offer**

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

16. **Restriction on Advertising**

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

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

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

18. **Additional Information to be Included**

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

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

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

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

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

1. **Acknowledgment Precludes Later Exception**

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

2. **Failure to Respond as Prescribed**

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

3. **Contract Documents**

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

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

4. **Order of Precedence**

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

5. **Additional Contract Provisions**

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

6. **Contracting Agent by Law**

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

7. **Mandatory Legal Provisions**

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

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

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

7.3.1 Infringement issues;

7.3.2 Bodily injury;

7.3.3 Death;

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

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

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

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

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

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

8. Approved Contract

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

9. Contract Validity

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

10. Order of Contract Execution

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

11. Availability of Funds

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

12. **CP-1 Requirement**

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

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

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

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

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

14. **Time For Negotiations**

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor’s initial receipt of the project contract from **ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor’s response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless ITS consents to a different period.

15. **Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. **Sole Point of Contact**

ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**

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

18. **Inclusion of Subcontract Agreements**

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

19. **Negotiations with Subcontractor**

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

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

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

21. **Outstanding Vendor Obligations**

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

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

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

22. **Equipment Condition**

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.

23. **Delivery Intervals**

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

24. **Pricing Guarantee**

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

25. **Shipping Charges**

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

26. **Amortization Schedule**

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

28. **Ownership of Developed Software**

28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

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

29. **Ownership of Custom Tailored Software**

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

30. **Terms of Software License**

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

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

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

32. **Compliance with Enterprise Security Policy**

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

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

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

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

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

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

34. **Disclosure of Proposal Information**

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

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

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

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

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

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The

State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

The Vendor 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 Department of Health after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

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

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

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

39. **Protests**

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

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

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3710.

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

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

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

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

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

SECTION V PROPOSAL EXCEPTIONS

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

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

5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

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

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

SECTION VI RFP QUESTIONNAIRE

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

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

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

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

1.3 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: _____

1.4 **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. 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.

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

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. Background and MSDH Pharmacy Operational Workflow

The Mississippi State Department of Health (MSDH) currently uses the RX3000 clinical pharmacy system developed by Pharmacy Computer Services. The system was originally installed in 1990. MSDH is seeking a new Pharmacy Management System that will allow the MSDH Pharmacy to provide better support to physicians and patients in the distribution of vaccine and medication.

The MSDH Pharmacy is a centralized, closed-door pharmacy providing medications for 102 public health clinics located in 81 counties of the state of Mississippi through

coordination with six (6) health department administrative programs. Hours of operation are Monday through Friday, 8:00 am to 5:00 pm CST. The MSDH Pharmacy is closed on federal and state holidays. The MSDH Pharmacy consists of a co-located warehouse, repackaging area, intravenous (IV) admixture facility, and pharmacy fill area.

The MSDH pharmacy's operational workflow differs from that of retail pharmacies or institutional pharmacies, thus requiring an application solution to meet the requirements outlined in this RFP. The clinical pharmacy software must maintain profiles that contain links to diagnosis code, administrative program, and all 102 county health clinics. A single patient profile may contain multiple diagnosis codes, administrative programs and county health clinics. The software must have an inventory and A/R component. The software must also coordinate with the State's contracted pharmaceutical wholesaler, Morris & Dickson. The solution should be scalable starting with a minimum of 20 pharmacy workstations.

Procurement of medications: Medications are procured by the administrative programs for which clinical services are provided. These programs include Family Planning, Children's Medical Program, IV admixture, Maternal and Child Health, AIDS Drug Assistance Program (ADAP), Sexually Transmitted Diseases (STD), Chronic Diseases, Tuberculosis (TB), and Immunizations. The MSDH Pharmacy is responsible for tracking program inventory, recommending par levels and requesting purchase of medication through the administrative program when inventories are at or below par level threshold. A monthly report of inventory on hand is provided by the MSDH Pharmacy to the administrative program.

Receipt of inventory and inventory control: MSDH uses several state-contracted vendors in the purchase of medications and medical supplies. Inventory is received within the MSDH Pharmacy warehouse, verified by dedicated staff, and manually logged in the receiving book. All items have an item specific inventory card. Once inventory is placed in storage, the received inventory is added to the inventory card. As bulk items are removed from the warehouse and brought to the pharmacy fill area, the quantity is manually reduced from the inventory card. Physical inventory is done once monthly on quantities of bulk inventory in stock.

The proposed solution must replace these manual processes with electronic inventory management functionality and include applications for inventory reconciliation in the event of any discrepancies.

Receipt of prescriptions and refill slips: As patients are seen at the clinics, new prescriptions are written. Or, if the clinic visit is for resupply of medication, a refill slip is pulled from records. New prescriptions and refill slips are then sent to the MSDH Pharmacy via courier. All courier mail, including prescriptions and refill slips, is checked in at the MSDH Pharmacy warehouse. Prescriptions and refill slips are sorted by program, time/date stamped, and distributed (with the exception of new prescriptions in the Family Planning program) to the respective program pharmacists. New

prescriptions in the Family Planning program are distributed to data entry staff for entry and/or update of patient demographic and insurance information in the Pharmacy Management System prior to processing by a pharmacist. Prescriptions and requests for refills may be phoned to the MSDH Pharmacy, but this is largely limited to the TB program and the Children's Medical Program. The MSDH Pharmacy accepts faxed requests for refills, but this is largely limited to the ADAP program. The MSDH Pharmacy currently has no Interactive Voice Response (IVR), Interactive Web Response (IWR), or E-prescribe capacity.

The proposed solution should provide a means to import and update patient demographics. In addition, IVR, IWR, and E-prescribe capacity should be included in the solution.

Distribution of medications and biologicals: For distribution purposes, medications and biologicals are categorized by the MSDH Pharmacy in two groups:

- Group 1: those products employed in the management of chronic conditions; includes products such as those necessary for the management of tuberculosis or cystic fibrosis. Distribution of medications within Group 1 to the public health clinics is pursuant a valid prescription order.
- Group 2: those products needed immediately by the clinic; includes immunizations and products within the STD program. These products are referred to as "clinic stock" and are supplied by the MSDH Pharmacy upon receipt of a requisition. Group 2 products also include some drugs and biologicals furnished by the Maternal and Child Health and Family Planning programs.

Filled prescriptions and refills are placed in padded mailer envelopes which are addressed to the public health clinic. Clinic stock products are either placed in padded mailer envelopes or boxed and addressed to the public health clinic. All items are shipped by a courier to the public health clinics. Family Planning products are shipped in bulk twice monthly.

Filling clinic stock items: Once clinic stock items have been sent to a public health clinic based on a requisition, these items are keyed in the pharmacy software for accountability and tracking purposes. Due to restraints in the current solution, each public health clinic is listed as a "patient" and products are keyed in as pseudo-prescriptions.

The proposed solution must allow MSDH to track the distribution of the inventory to the clinics.

Filling prescriptions: Prescriptions are filled by staff within each designated program area. Currently labels are printed after each prescription or refill slip is entered in the Pharmacy Management System by a pharmacist. Nuances associated with the MSDH Pharmacy prescription fill and distribution process are described in the bullets below. Prescription fill scenarios are provided in Exhibit B: *Pharmacy Prescription Scenarios* whereby the proposer will be required to demonstrate ability to address each of these nuances.

- All prescriptions must be linked to a receiving public health clinic both in the software fill screen and on the prescription and trailer label. For ease of prescription entry, the public health clinic has historically been associated with a two letter abbreviation within the software fill screen, but for increased accuracy in distribution, the public health clinic prints out as both the abbreviation and the full clinic name on the prescription and trailer label.
- The MSDH Pharmacy must adjudicate claims on different National Council for Prescription Drug Programs/National Provider Identifier (NCPDP/NPI) number sets to keep reimbursement channels separate.
- The MSDH Pharmacy must have systems in place to provide accountability back to the administrative programs. Patients are therefore associated with the program for which they are receiving medications (e.g., Family Planning program). A single patient may be part of different programs (e.g., Family Planning patient, also a TB patient).
- Patients must provide eligibility certification criteria for several programs and prescriptions may not be filled until eligibility or re-eligibility is determined. Therefore, the MSDH Pharmacy must have the ability to add a stop-date or restrict refills until patient certification is reestablished.
- The TB program fills 60-day supplies but splits labels to generate two 30-day supply labels.
- When a program picks up medications, there needs to be an electronic point of sale (POS) signature for them.

Prescription billing: The MSDH Pharmacy maintains five sets of NCPDP/NPI numbers. This is a requirement to keep reimbursement channels separate as some administrative programs operate with federal funds and others operate with state funds. Prior to deposit of reimbursement, bill code declaration must be made. Bill code declaration identifies the administrative program, state or federal funding source, program reporting category, and activity (e.g., cystic fibrosis medications, intravenous medications). Prescriptions are adjudicated online using the correct associated NCPDP/NPI number set. Third party reimbursement is received by check and is accompanied by an itemized prescription report which allows the MSDH Pharmacy to provide bill code declaration by pulling up the prescriptions within the pharmacy software. Reimbursement from online adjudication of claims to the Division of Medicaid is done through electronic funds transfer. To keep Medicaid reimbursement separated, each program must use a distinct set of NCPDP/NPI numbers. The MSDH Pharmacy also maintains an NCPDP/NPI for durable medical equipment.

Patient prescription insurance information is often provided to the MSDH Pharmacy as part of the patient's overall profile after prescriptions are filled. Therefore, the MSDH Pharmacy must do substantial back billing.

Also, the ADAP program submits monthly, through the MSDH integration engine, prescription fill information for Medicare Part D purposes. The MSDH Pharmacy will require a weekly batch report to be printed regarding billing and prescriptions for

prescriptions within the ADAP program. An example of this report can be found in Exhibit D.

Reports and record keeping: The MSDH Pharmacy is required to print a variety of reports. Minimal reporting requirements are located in Item 7.20 of this RFP.

The purpose of this Request for Proposals (RFP) is to solicit proposals from interested Vendors who believe they are most capable of efficiently and cost-effectively delivering a Pharmacy Management System to meet specific challenges unique to the Mississippi State Department of Health Pharmacy. For consideration, proposals for the project must contain evidence of the firm’s experience and abilities directly related to the proposed Pharmacy Management System.

3. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	01/29/2013
Second Advertisement Date for RFP	02/05/2013
Vendor Conference	04/23/2013
Deadline for Vendor’s Written Questions	3:00 p.m. Central Time on 04/30/2013
Deadline for Questions Answered and Posted to ITS Web Site	05/22/2013
Open Proposals	06/04/2013
Evaluation of Proposals	06/04/2013 – 06/14/2013
Contract Negotiation	06/14/2013 – 06/28/2013

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 Donna Hamilton at ITS by Tuesday, April 30, 2013 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS. It is solely the responsibility of the vendor that the clarification document reaches ITS on time. Vendors may contact

Donna Hamilton to verify the receipt of their document. Documents received after the deadline will be rejected.

- 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 Wednesday, May 22, 2013.
- 4.3 A Vendor Web Conference will be held on Tuesday, April 23, 2013 at 2:00 p.m. Central Time.
 - 4.3.1 To access the Vendor Web Conference, Vendor must contact the Donna Hamilton via email no later than 3:00 p.m. Central Time, Monday, April 22, 2013, to receive instructions on how to enter into the web conference.
- 4.4 The intent of the conference is to assist Vendors in preparing their response to this RFP by providing additional information and clarifications necessary to understand the scope of this project. Vendors should familiarize themselves with this RFP prior to attending the Vendor's Conference and should come prepared to ask questions.
- 4.5 MSDH is seeking a COTS Pharmacy Management System. Proposals recommending ground-up development will be rejected.
- 4.6 The Vendor's proposal must address the following:
 - 4.6.1 The proposed solution must provide the ability to keep funding sources separate during billing and reimbursement.
 - 4.6.2 The proposed solution must support a minimum of 20 stations.
 - 4.6.3 The proposed solution must provide a timeline and validation procedure for converting data from the existing software.
 - 4.6.4 The proposed solution must provide minimal to no disruption of pharmacy services to the MSDH Pharmacy.
 - 4.6.5 The proposed solution must provide for five days on-site training and access to web based training modules.
- 4.7 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.

5. **Vendor Qualifications**

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 for

all phases of the project. Vendor must address each of the elements specified below.

- 5.1 The Vendor must disclose any company restructurings, mergers, and acquisitions over the past three (3) years.
- 5.2 The Vendor must specify the location of the organization's principal office and the number of executive and professional personnel employed at this office.
- 5.3 The Vendor must state the number of years the Vendor has been providing the products and services being proposed.
- 5.4 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).
- 5.5 The Vendor must specify the Vendor's relationship to any parent firms, sister firms, or subsidiaries.
- 5.6 The Vendor must provide the name and the state of incorporation, if incorporated.
- 5.7 The Vendor must indicate the number of state government implementations his company has performed in the past three years.
- 5.8 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.
- 5.9 The Vendor must describe the products and services being provided and the stage of development of those products and services.
- 5.10 The Vendor must indicate the number of clients for which his company is currently providing maintenance and support. Discuss the geographic distribution of these clients.
- 5.11 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.
- 5.12 Vendor must provide an organizational chart identifying all personnel proposed for this project.
- 5.13 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.

- 5.14 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.
- 5.15 Vendor must disclose if any of the personnel proposed for this project are independent consultants, subcontractors, or acting in a capacity other than an employee of the Vendor submitting the proposal.

6. **Project Management**

- 6.1 Vendor must commit a dedicated Project Manager for the duration of the project implementation subject to the terms of the Exhibit A, *Turnkey Agreement, Article 46 Personnel Assignment Guarantee*. The Project Manager must have sufficient prior experience to address the specifics of this project. Vendor must include details to substantiate this experience.
- 6.2 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.
- 6.3 Vendor must submit, as a part of this proposal, a high-level Project Work Plan (in Microsoft Project) 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.
 - 6.3.1 The Plan must incorporate all tasks to be accomplished;
 - 6.3.2 The Plan must address all project deliverables, including implementation, acceptance testing, schedule for actual testing and go-live date;
 - 6.3.3 The Plan must include resource estimates for both the Agency and Vendor timelines; and
 - 6.3.4 The Plan must address assumptions that the Vendor has made based on the information rendered in these specifications.
- 6.4 Upon contract award, the Vendor's Project Manager must work with the Agency and ITS representatives to develop a more detailed Project Work Plan to guide the System's implementation.

- 6.5 The Vendor must describe his change order and staffing strategy under the following circumstances.
 - 6.5.1 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.
 - 6.5.2 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.

7. **Functional Requirements**

The proposed Pharmacy Management System must provide the following general functionality.

- 7.1 Must be HIPAA-compliant;
- 7.2 Must be D.0-compliant;
- 7.3 Must provide automated updates for new medications and or new formulations;
- 7.4 Must provide automated price updates from the MSDH pharmaceutical wholesaler Morris and Dickson;
- 7.5 Must provide Interactive Voice Response and Interactive Web Response capacity at a minimum;
- 7.6 Must provide Electronic prescribing compatibility;
- 7.7 Must provide a search component for physicians;
- 7.8 Must provide a search component for pharmacy prescription plans;
- 7.9 Must provide ease of entry of new pharmacy prescription plans;
- 7.10 Must provide administrative flexibility in assignment of user level;
- 7.11 Must be compatible with the Parata® PACMED system and batch prescriptions for on-demand queue to the Parata® PACMED system;
- 7.12 Must provide work queues for work flow management;

- 7.13 The proposed system must be compatible with thermal printers. Vendors must provide specifications for thermal printers as part of the proposal.
- 7.14 The proposed system must be compatible with hard copy prescription scanners. Vendors must provide specifications for prescription scanners as part of the proposal.
- 7.15 Inventory Management
 - 7.15.1 The proposed system must provide an inventory and A/R component to address inventory needs in the warehouse, automated reduction of inventory with prescription and clinic stock fill, and adjustment of inventory with return-to-stock.
 - 7.15.2 The proposed system must provide the ability to process requisitions for clinic stock by recording and tracking distribution of these items.
 - 7.15.3 The proposed system must provide the ability to print barcodes on prescription labels.
 - 7.15.4 The proposed system must allow for the use of barcode scanners both in the warehouse area and in the prescription fill area. The scanner should provide the unit of measure and a picture of the medication being scanned. Vendors must provide specifications for barcode scanners as part of the proposal.
 - 7.15.5 The proposed system must replace these manual processes with electronic functionality:
 - 7.15.5.1 Inventory tracking, control, and reconciliation
 - 7.15.5.2 Prescription refills should be done by scanning the prescribed bottle's label with the stock bottle's label, thus refilling the prescribed bottle and keeping an accurate count of stock and refills
 - 7.15.5.3 Reporting to Administrative Programs of medication procurement, inventory on hand, and received reimbursements

7.16 Prescription Management

The Pharmacy Management System must provide the following functionality related to the filling of prescriptions:

- 7.16.1 Ability to interface with the new MSDH Patient Information Management System (PIMS) to import patient demographic information (including

insurance information). The replacement PIMS System is currently being procured, therefore, specifications for the interface are not available at this time. Vendors are encouraged to submit any questions regarding the interface using the process outlined in Item 4.1 above.

- 7.16.2 Compatible with thermal printers. Vendors must provide specifications for thermal printers as part of the proposal
- 7.16.3 Compatible with hard copy prescription scanners. Vendors must provide specifications for prescription scanners as part of the proposal
- 7.16.4 Ability to link brand to generic medications
- 7.16.5 Must provide multi-lingual labels (English, Spanish, and Vietnamese at a minimum)
- 7.16.6 Provide accountability back to the appropriate administrative program by allowing a single patient to be associated with multiple programs
- 7.16.7 Ability to split labels (e.g., run prescription for 60 day supply, split labels to print two labels with 30 day supply each label)
- 7.16.8 Ability to preset sigs or have standing orders, including standing orders for multiple medications
- 7.16.9 Must provide the public health clinic designation both within the pharmacy fill screen (preferably two letter code) and on the prescription and trailer label with full clinic name on label
- 7.16.10 Must provide the ability to set up groups associated with a prescription program
- 7.16.11 Ability to add a stop date or restrict refills until patient certification is reestablished
- 7.16.12 Ability to require input of laboratory or patient data prior to dispensing a medication (e.g., visual acuity exam results prior to dispensing ethambutol)
- 7.16.13 Ability to accept a list of medications obtained elsewhere so as to monitor for drug interactions with current prescription
- 7.16.14 Ability to handle IV prescriptions
- 7.16.15 Must be capable of printing a weekly batch report like the example in Exhibit D

7.17 Prescription Billing

The Pharmacy Management System must provide the following billing functionality:

7.17.1 Ability to associate NCPDP/NPI within set up of billcode rather than hardcoded for the pharmacy; or, if hardcoded for the pharmacy, ability to adjudicate claims simultaneously on two different NCPDP/NPI number sets to keep reimbursement channels separate (the vendor may address this need differently if it is demonstrated that the pharmacy software system can do so reliably).

7.17.2 Ability to back-bill patient's prescriptions.

7.17.3 Ability to automatically reimburse.

7.18 Reporting

7.18.1 The proposed system must possess a versatile, easy-to-use report generator.

7.18.2 The proposed system must be capable of producing the following non-exhaustive, list of reports on a regular or on-demand basis:

7.18.2.1 MSDH CLINNDC report: List of patients receiving specific products manufactured by Glaxo Smith Kline (GSK); lists prescription number, patient name, product, and fill-date.

7.18.2.2 MSDH Family Planning Edit report—lists all patients within specified timeframe that have received one of nine family planning products and which has a “cash” billcode; lists patient name, social security number (SSN), fill date, prescription number, product name, NDC number, strength and form, quantity, days supply, and price.

7.18.2.3 MSDH PATNODIAG report: List of all patients without an assigned diagnosis; lists patient name, SSN, fill date, prescription number, product name, NDC number, strength and form, quantity, days supply, and price; lists patient name, SSN, fill date, prescription number, product name, NDC number, strength and form, quantity, days supply, and price.

7.18.2.4 List of patients receiving any drug, by National Drug Code (NDC) number and within specified timeframe;

lists patient name, SSN, fill date, prescription number, product name, quantity, days supply, and price.

- 7.18.2.5 MSDH CLINPATLIST report: Clinic / health department data report; lists all products received by a specified clinic / health department; lists fill date, prescription number, product name, NDC number, strength and form, quantity, and days supply.
- 7.18.2.6 DRUGNAMELIST report: Patient who has gotten a certain drug within a period of time; lists patient name, SSN, fill date, prescription number, product name, NDC number, strength and form, quantity, days supply, and price.
- 7.18.2.7 MSDH CFEDIT report: Cystic Fibrosis (CF) Edit report—lists all patients within the CF program with a “cash” billcode; lists patient name, SSN, fill date, prescription number, product name, NDC number, strength and form, quantity, days supply, and price.
- 7.18.2.8 Report to track patients and drug costs associated with each program.
- 7.18.2.9 Report to show number of prescriptions filled daily, weekly, and monthly; should be formatted to be both a composite report and broken down by pharmacist.
- 7.18.2.10 Report to document dispensing of controlled substances; lists patient name, SSN, fill date, prescription number, product name, NDC number, strength and form, quantity, and days supply.
- 7.18.2.11 List of patients by dispensing physician.
- 7.18.2.12 Comprehensive list of number of filled prescriptions by patient name over a specified timeframe and cross referenced by doctor; this allows a doctor to know if the patient has been compliant with receiving the medications on a monthly basis; lists patient name, date of birth, SSN, and the number of dispensing actions; and date of first fill specific to each patient.
- 7.18.2.13 Comprehensive list of number of filled prescriptions by patient name over a specified timeframe and cross referenced by clinic; this allows a doctor to know if the

patient has been compliant with receiving the medications on a monthly basis; lists patient name, date of birth, SSN, and the number of dispensing actions; and date of first fill specific to each patient.

- 7.18.2.14 Number of HIV patients being served by a specified clinic; lists patient name, date of birth, SSN, and the number of dispensing actions.
- 7.18.2.15 Report to export data from Pharmacy Management System and import in to CAREWARE (a free, scalable software for managing and monitoring HIV clinical and supportive care).
- 7.18.2.16 FP Cycles Summary report: Total quantity for the entire date range to be taken off the inventory card, total amount used for specified date range.
- 7.18.2.17 FP Shipping Summary report: gives the total quantity by item to each clinic.
- 7.18.2.18 FP Shipping report: used for packing slip; enter a beginning date and an ending date range.
- 7.18.2.19 FP DP & OE Patch Shipping Totals report: gives the total quantity for the entire date range to be taken off the inventory, total amount used for this date range for depo provera and ortho evra patches.
- 7.18.2.20 FP DP & OE Patch Shipping Summary report: gives you the total quantity by item to each clinic.
- 7.18.2.21 FP DP & OE Patch Shipping report: used for packing slip for depo provera and ortho evra patches; enter a beginning and ending date range.
- 7.18.2.22 Report, by date range, of all family planning prescriptions processed. This report should contain date, RX number, county health department, patient name, NDC number, medication name, quantity, directions for use, refill information, physician name, and pharmacist name.

8. Technical Requirements

- 8.1 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost.
- 8.2 Vendor must perform a workflow analysis of the Mississippi State Department of Health Pharmacy system prior to implementing the final solution.
- 8.3 Vendor(s) must propose a system that meets the following criteria:
 - 8.3.1 A non-Vendor hosted solution.
 - 8.3.2 Citrix compatible or web-based. The proposed solution must not require client software to be installed on the user workstations.
- 8.4 Database Requirements
 - 8.4.1 Database designs are required to be based on Microsoft SQL Server 2012. Microsoft Access designs will not be accepted.
 - 8.4.2 Vendor must adhere to the MSDH Standard Database Design Lifecycle that includes the Test, QA, and Production environments and migration paths. This document is attached as Exhibit C.
 - 8.4.3 MSDH databases will reside in a central server instance of the RDBMS that is physically located in the ITS State Data Center. The application cannot reside on the database server. It must be separated onto a different server from the RDBMS in a true client/server configuration.
 - 8.4.4 The RDBMS cannot be used just as a repository of flat tables, reference tables, or control table structures that simply support intermediate layers or metalayers of business-rules or application logic.
 - 8.4.5 The database RDBMS design is required to be truly relational and take full advantage of all available RDBMS objects and features, such as partitioned tables, partitioned indexes, stored procedures, packages, package bodies, triggers, sequences, functions, and XML database structures.
 - 8.4.6 The RDBMS design and structures cannot use any reserved system resources, such as the SYSTEM tablespace or SYSTEM-assigned index names in the case of Oracle 11gR2 or higher. This includes the use of the SYSTEM tablespace for temporary purposes, such as TEMP tablespaces or Global Temporary Tables, and dynamic temporary structures. The RDBMS structures must use resources specific to its design.

- 8.4.7 The RDBMS design and structures cannot use any internally-reserved keyword names for any object, such as tables, columns, indexes, and primary key constraints. The RDBMS structures must use naming conventions specific to its design.
- 8.4.8 The RDBMS design should be normalized to third-normal form.
- 8.4.9 The RDBMS design must support meaningful data extraction and reporting operations, such as Crystal Reports software (v.10 or higher) using standard Structured Query Language (SQL) statements.
- 8.4.10 The RDBMS design will use the standard RDBMS relational features, such as primary keys, referential integrity constraints (foreign keys), and unique keys, to enforce and maintain transactional data integrity.
- 8.4.11 The vendor RDBMS design will conform to generally acceptable RDBMS coding standards to ensure consistency throughout the design. This will apply to all RDBMS object characteristics and relationships, such as columns and variables having meaningful names and primary and foreign keys having the same names across tables, etc.
- 8.4.12 All RDBMS and associated Data Definition Language (DDL), Entity Relationship Diagrams (ERD), Data Dictionaries, and Data Models will be developed with Entity Relationship for Windows (ERWin by Computer Associates, Inc.) or the latest revision of Microsoft Visio. This required version of ERWin must be completely compatible with ERWin 4.1.2771, which is the MSDH standard. Microsoft Access designs or models will not be accepted.
- 8.4.13 Vendor must submit as part of his proposal thoroughly documented preliminary Data Definition Language (DDL), Entity Relationship Diagrams (ERD), Data Dictionaries, and Data Models for technical review by the State's evaluation team.
- 8.4.14 Automatic or dynamic RDBMS development, changes, or modifications by machine-generated or software-generated code will not be allowed. Every addition, modification, or change to the RDBMS or any database object will be modeled using MSDH approved modeling tools and is required to graduate through revision and configuration management control and be thoroughly documented and approved before implementation.

- 8.4.15 Vendor must purchase their own MSDH approved modeling tool licenses; Vendors cannot use the State's licenses.
- 8.4.16 Vendor will use an integrated database design toolset that includes source code control management, configuration management, and a web-based bug tracking/resolution system that is accessible by MSDH personnel.
- 8.4.17 The RDBMS must be capable of residing on and taking full advantage Microsoft Windows Server 2008 R2.
- 8.4.18 Vendor's DBA lead will work on-site for the duration of the project with the MSDH Database Administrators to design the RDBMS. All RDBMS development will occur at the MSDH Office of Health Informatics.
- 8.4.19 All database administration functions will be administered and executed by the Information Resource Management Database Administrator (IRMDBA) team.
- 8.4.20 Vendor will participate in design review meetings every two weeks.
- 8.4.21 The active RDBMS transactional tables will contain only the current and previous 2 years data. All prior years of data are required to be stored in separate historical tables or temporally-partitioned tables located within the RDBMS. This is required to accommodate efficient database administration of large data sets. These historical tables will be transparently accessible by the client application for historical purposes, such as reporting and investigations. Legacy systems conversions, migrations, and loading into the new RDBMS are required to meet these criteria.
- 8.4.22 Large portions of data and indexes will be stored in separate tablespaces or partitioned table and partitioned indexes. Current transactional data (the current and previous 2 years) and the historical data (prior years) and all indexes will be contained within their own separate tablespaces or partitioned tables and partitioned indexes.
- 8.4.23 Database User Accounts - Accounts for each individual database user.
 - 8.4.23.1 Every individual who connects to the database will have their own account that will be auditable.

- 8.4.23.2 Individual users will not be allowed to share accounts or use any generic account. These accounts will have only the CONNECT role privileges that includes select, insert, update, and delete of data rows. Other privileges or functions, such as truncate table, will be granted on an as-needed basis.
- 8.4.23.3 User accounts will not be allowed to have database administrator (DBA) roles or ADMIN, SA, SYSTEM, SYS, SYSDBA, or SYSOPER system privileges grants in any MSDH database environment.
- 8.4.23.4 All user account passwords are required to be encrypted. Please see the PASSWORD MANAGEMENT section for more details regarding passwords.
- 8.4.24 RDBMS-Owner Accounts - Accounts under which the database RDBMS is built or created.
 - 8.4.24.1 RDBMS-owner accounts will not be allowed to have database administrator (DBA) roles or ADMIN, SA, SYSTEM, SYS, SYSDBA, or SYSOPER system privileges. They may have the RESOURCE, IMP_FULL_DATABASE, and EXP_FULL_DATABASE roles only in TEST.
 - 8.4.24.2 Owner accounts may have only the IMP_FULL_DATABASE role in the QA testing and PROD production environments.
 - 8.4.24.3 All account passwords are required to be encrypted. Please see the Password Management section below for more details regarding passwords.
 - 8.4.24.4 For Microsoft SQL Server 2008 R2, the database owner user can have DBO privileges but not SA privileges.
- 8.4.25 Other Accounts
 - 8.4.25.1 Persistent-database-connection accounts, such as those for webservices or connection pooling purposes, will be granted only the CONNECT role. All account passwords are required to be encrypted.

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

8.5 Data Conversion/Data Migration Requirements

8.5.1 MSDH is providing Vendors with the following information regarding the current RX3000 System:

8.5.1.1 Resides on an Oracle 10.2.0.4 database server

8.5.1.2 Three main schemas:

- Drug
- RX
- AUDITRX

8.5.1.3 Tablespace

- DRUG - 2GB, Tables 18, Triggers 18
- RX - 1.3GB, Packages 7, Tables 81, Triggers 74
- AUDITRX – 3GB, Tables 84, Triggers 3

8.5.2 MSDH will be responsible for the manual analysis of data from the existing system prior to using that data for the new system.

8.5.3 MSDH will be responsible for the quality and integrity of the existing system data to be used in the conversion process. MSDH will be solely responsible for sanitizing the existing data.

8.5.4 As a project deliverable, Vendor must produce a Conversion/Migration Plan that details the design, development and test procedures for all electronic conversion programs and scripts required to transfer data from the current systems to the new system. The plan must include tasks to convert all electronic data. It must address methodology, timing and handling of exception conditions and validation techniques and be approved by the MSDH.

- 8.5.5 The Vendor is responsible for mapping all legacy data elements from RX3000 to the new Pharmacy Management System.
- 8.5.6 The Vendor must design, develop and implement any automation to be used in the conversion process.
- 8.5.7 It will be the Vendor's responsibility to complete the successful conversion of the existing data prior to QA/Acceptance testing. The successful conversion/migration of data should be identified as a milestone task on the Project Schedule/timeline.
- 8.5.8 The Vendor must provide a means to populate any new data elements into the new system in as automated a fashion as possible. MSDH will be responsible for manually populating any new required system data elements that do not exist in the current MSDH system.
- 8.5.9 Vendor must pre-populate the proposed Pharmacy Management System with all data elements found in RX3000 (initial load).
- 8.5.10 The Vendor must provide all programs required to interrogate existing MSDH data files and to identify conversion issues and missing data elements required for the new system.
- 8.5.11 The Vendor must provide statistical reports with record counts to show where data are imported from and where it now resides to enable MSDH to verify that the desired results have been achieved. The Vendor must provide a means of identifying records that are converted from current legacy systems and imported into the new system.
- 8.5.12 The Vendor must submit formal Conversion Test Results for MSDH to review and approve prior to the final file conversion.

9. State Infrastructure and Network Requirements

- 9.1 The proposed schedule/plan must allow the State a minimum of three (3) months to acquire any equipment, etc, and to prepare a network design to meet the minimum capacity requirements requested by the awarded Vendor.
- 9.2 Platform Requirement
 - 9.2.1 The proposed solution must reside on equipment in the Primary (Eastwood) and Secondary (Robert E. Lee) ITS State Data Centers. The Vendor can find details on the platform domain for the ITS State Data Center in the Infrastructure and Architecture plan located at the following address:

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

9.2.2 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.
- The State has re-purposed the Robert E. Lee Data Center facility to

provide additional computing resources. This secondary facility incorporates power backup, added cooling capacity, highly reliable power, and full access to the fiber network providing additional capacity and redundancy for the primary State Data Center.

State Data Center Services

Systems:

- Computing power in the State Data Center includes 3 enterprise mainframe computers, over 500 virtual servers, 4 major database subsystems, and over 140 TB (Terabytes) of online, high performance storage.
- The ITS virtual infrastructure is based on VMware version 5.0 and 5.1. The servers are configured in clusters with the ability to move virtual guests from one physical host server to another. Storage is delivered via a fiber channel SAN or an Ethernet NAS according to need. Operational backup is provided by agentless snapshot to disk based storage. Automatic patching is available for Microsoft operating systems via a Windows Update Server. Agent based virus protection is available from Symantec with a local signature server. The database subsystems supported are Microsoft SQL Server, DB2 UDB, Informix, and ADABAS.
- 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.

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) that provide enterprise detection, reporting, and termination of unauthorized activity.
- Support Virtual Private Network (VPN) connectivity for secure connectivity of un-trusted third parties to state resources as well as access to the state network by remote state employees.

- 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 Data Center infrastructure and systems annually.
- Provide virus protection and SPAM filtering via enterprise messaging services.

9.2.3 Vendor must describe in detail the following:

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

9.2.3.1.1 Any additional hardware not related to the virtual server or storage that is required for the Vendor's proposed solution must address the configuration of the VM guest with required vCPUs, RAM, storage size, and storage performance requirements in IOPs.

9.2.3.2 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.

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

9.2.3.4 Vendor must explain how their proposed solution will work with an agent-less anti-virus check within a VMware environment.

9.2.4 Network Infrastructure

9.2.4.1 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.

- 9.2.4.2 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. The Mississippi State Department of Health network is one of several logical networks that utilize the State's MPLS and Capitol Complex fiber network infrastructures. Workstations are located at the central office, district offices and remote field offices. Please see Figure 1.
- 9.2.4.3 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. (Please reference Figure 2 for the Nexus switching topology.)

FIGURE 1

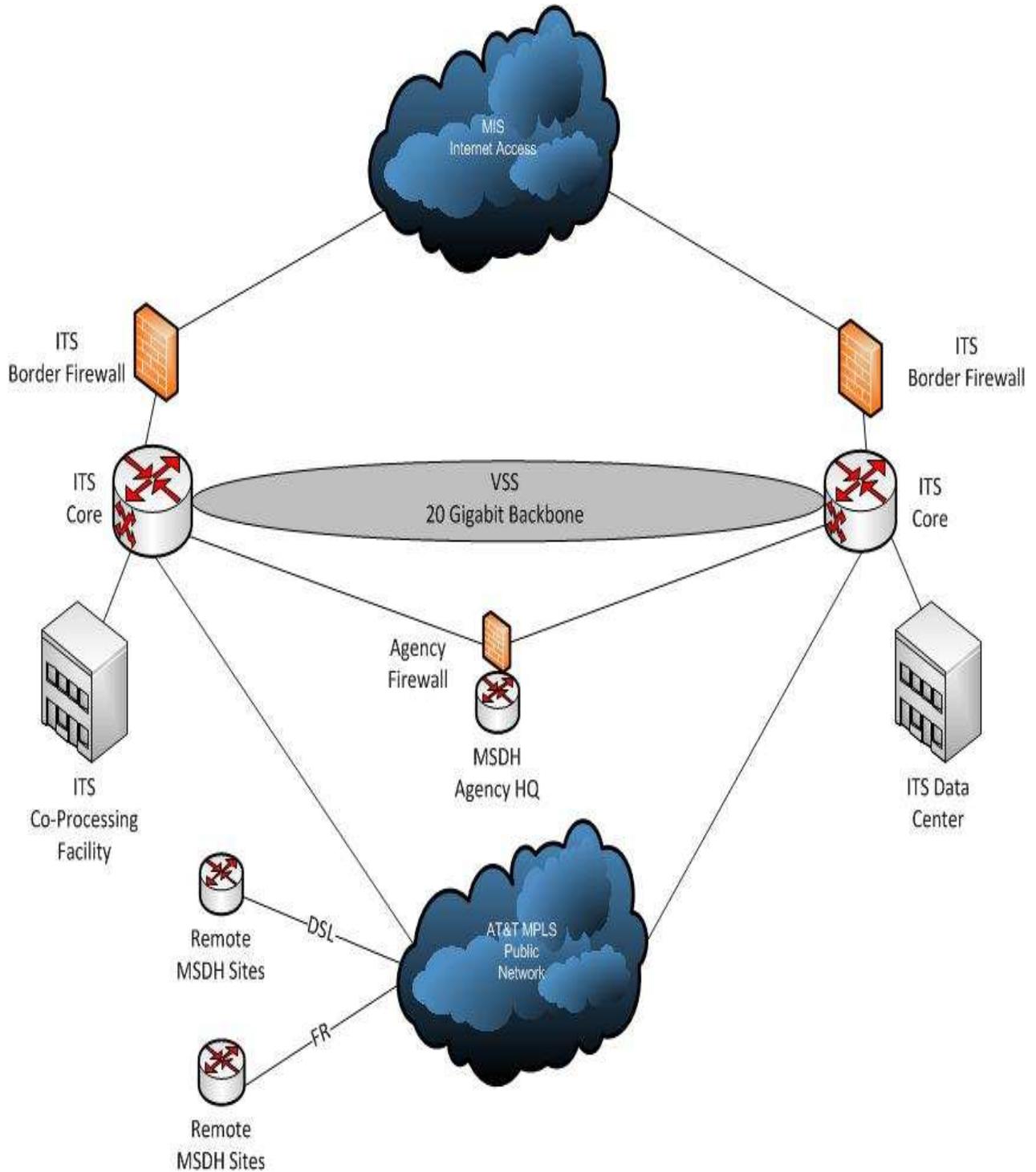
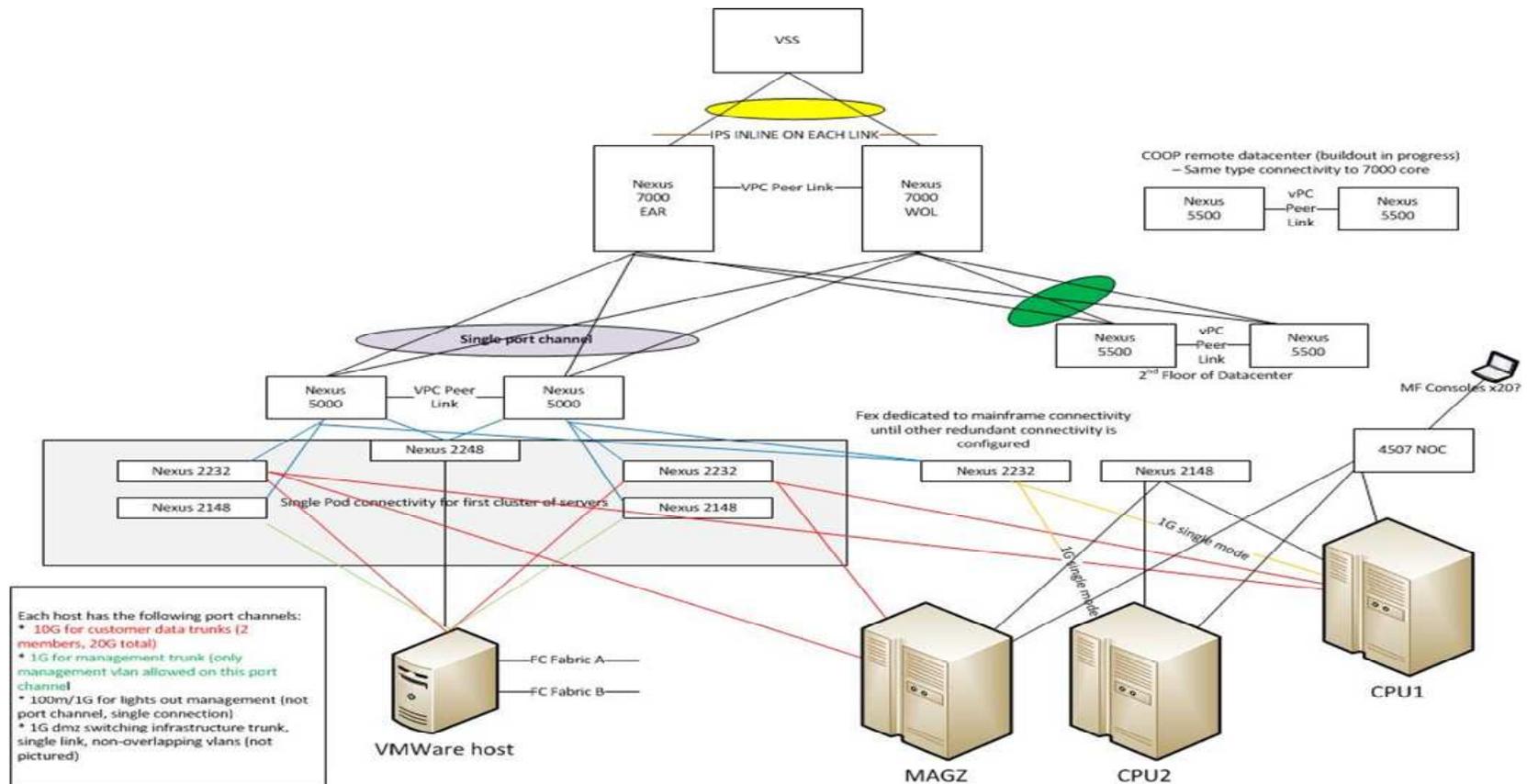


Figure 2 State Data Center Nexus Environment



9.3 Network Communication/Security Requirements

9.3.1 The current network environment is described in Item 9.2.2 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>

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

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

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

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

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

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

9.3.2.5 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.

9.3.2.6 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.

- 9.3.2.7 Database and application security assessments must be performed when an application is modified or updated before moving to production.
- 9.3.2.8 Vendor must fully detail the firewall requirements for the proposed applications.
- 9.3.2.9 Vendor must fully detail and diagram traffic patterns of all applications across all network segments.
- 9.3.2.10 Vendor must support OS and application security patches in a timely fashion.
- 9.3.2.11 The application must be PCI compliant if the application performs any payment processes, or if PCI data will be stored.
- 9.3.2.12 Vendor must provide bandwidth requirements for all proposed sites for the proposed application.

9.4 Infrastructure Planning

- 9.4.1 Vendor must provide special input/output operations per second (IOP) requirements for storage.
- 9.4.2 The proposed schedule/plan must allow the State a minimum of three (3) months to acquire any equipment, etc, and to prepare a network design to meet the minimum capacity requirements.
- 9.4.3 Vendor's application must be compatible to run in a virtualized environment, utilizing EMC's VMWare version 5 or higher.
 - 9.4.3.1 The ITS State Data Center's infrastructure is standardized on EMC's VMWare.

10. **Additional Requirements**

- 10.1 The proposed solution must be browser-based. The solution must be compliant with Microsoft Internet Explorer 7 or higher.
- 10.2 Any functions requiring e-mail (e.g. alerts) must be compatible with SMTP. MSDH uses Microsoft Exchange as their e-mail system.
- 10.3 Vendor must provide in their proposal submission a general Backup and Recovery Plan that addresses all levels of the proposed system (i.e., database servers, file servers, client workstations, etc.). The awarded Vendor must provide a Disaster Recovery Plan for the proposed solution including, but not limited to, all recovery features and how the database is restored in the event of

hardware or software failures or errors caused by human error. Vendor must discuss their general practice with regard to disaster recovery plans for client operations.

- 10.4 Vendor must provide in their proposal submission a general Disaster Recovery and Business Continuity Plan that includes the proper procedures and tasks to be performed by system participant groups and stakeholders. The State currently has a Business Continuity Plan and recovery services contract with IBM that covers the ITS State Data Center's shared infrastructure. Dedicated equipment for this project will have to be added as an amendment to the existing contract. The procedures listed in the plan must include the following details at a minimum:
 - 10.4.1 Task components;
 - 10.4.2 Sequence of activities;
 - 10.4.3 Participants' roles (MSDH staff, clients, and other state contractor project staff);
 - 10.4.4 Escalation procedures;
 - 10.4.5 Manual processes for continuing critical tasks; and
 - 10.4.6 Reconciliation process following system restoration.
 - 10.4.7 Define any additional security processes and procedures documented in the plan in the event of the following:
 - 10.4.7.1 Unscheduled site downtime;
 - 10.4.7.2 Unscheduled telecommunications network downtime; and
 - 10.4.7.3 Instances other than the above listed causes for system downtime requiring emergency data backup and recovery procedures, that is, natural disasters.
- 10.5 Vendor should be aware the disaster recovery plan for the proposed solution will be integrated into the MSDH's Disaster Recovery Plan. Vendor will not be responsible for this integration. Vendor will be expected to provide the MSDH with support and be available to answer questions as they arise.
- 10.6 The Vendor solution must integrate with automatic job scheduling capabilities that will allow Server Administration to define (add), modify, disable, and delete scheduled reports or utility programs.

- 10.7 The Vendor must describe in detail the level of the proposed software's escrow to include the name of the escrow vendor. Vendor must list the cost of the software escrow in Section VIII, *Cost Information Submission*.
- 10.8 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost.
- 10.9 The proposed solution must comply with the following state and federal standards:
 - 10.9.1 Health Insurance Portability and Accountability Act (HIPAA)
<http://www.hhs.gov/ocr/hipaa/>
 - 10.9.2 Health Level Seven (HL7) version 2.5 Standards for Messaging and the Reference Information Model (RIM)), <http://www.hl7.org/>
 - 10.9.3 Logical Observation Identifiers Names and Codes (LOINC) laboratory terminology standards, <http://www.regenstrief.org/loinc/>
 - 10.9.4 The Systematized Nomenclature of Medicine (SNOMED),
<http://www.snomed.org/>

11. **Security Management Requirements**

The administration of security in all lifecycles of the application (Test, QA and Production) will be handled by the MSDH Security Administrator(s). These standards cover HIPAA Security Rule, the Mississippi Department of Information Technology Services Enterprise Security Policy, and the National Institute of Standards and Technology security requirements, as required by State and Federal standards. The vendor must comply with these standards.

11.1 Password Management Requirements

11.2 The following policies apply to passwords used on MSDH platforms.

- 11.2.1 Each user must have his or her unique userid and password; generic userid/passwords will not be allowed;
- 11.2.2 Will be composed of a minimum eight (8) character string that includes a combination of lower and upper case alphanumeric characters and the numerals 0-9;
- 11.2.3 Will be restricted from using the UserID as the password;
- 11.2.4 Will be encrypted at rest and in transit;

- 11.2.5 Passwords must not be sent in clear text over the network;
- 11.2.6 Passwords must not be stored in clear text on hard drives or any other electronic media;
- 11.2.7 Passwords for Security Administrators must require two-factor authentication;
- 11.2.8 Will only allow OHI Security Administration to control all aspects of password management;
- 11.2.9 Will allow the user to change his or her password without intervention from Security Administration, except in the case of password revocation;
- 11.2.10 Will not allow either the use of the user's full name or the same password when prompted for a new password;
- 11.2.11 Will provide for automatic notification of expiration of passwords. Security Administration must be able to set a temporary password that will expire after the initial use, forcing the user to set a new password;
- 11.2.12 Will ensure that passwords cannot be reused by a single individual within a specified time period to be defined by the DBA;
- 11.2.13 Will have a life of 90 days and will expire in 90 days, however, both the expiration period and the lead time period must be configurable by the Security Administrator;
- 11.2.14 Will only allow a configurable number of password attempts to log in with an invalid password after which the application will revoke it. At that point, the user will be notified by the application that his/her password has been revoked and the user must contact the Security Administrator to be reinstated;
- 11.2.15 Will log and record change history keeping at least 3 prior passwords; and
- 11.2.16 Will be restricted from being reused forever.

11.3 Security Administration Requirements

The proposed system must permit MSDH Security Administrator(s) to perform the following security configuration functions:

- 11.3.1 Specify privileges, access and capability for each user;

- 11.3.2 Create roles/groups to define each user's data access based on job function in order to restrict user access at all system levels;
- 11.3.3 Associate a set of functions to a group and to a user (i.e., the system must be flexible enough to go the lowest level of defining a user's access);
- 11.3.4 Provide security and access controls that do not depend on 'hard-coded' program logic;
- 11.3.5 Perform all necessary tasks to manage users and security from within the application itself without the use of native database administration utilities; and
- 11.3.6 Present the user with only the menu options/features to which he or she has the security rights/privileges to access (i.e., the user must not see any menu items they do not have the authorization to access, even if they are "grayed out.").

11.4 Web Portal Requirements

The following policies are required for Web-based applications:

- 11.4.1 A "Forgot Your Password" link should be displayed on the log in window;
- 11.4.2 A randomly selected security question must be answered before a password is sent to the email address which is recorded in the user profile account;
- 11.4.3 An email notification window is displayed notifying the user that the password has been emailed;
- 11.4.4 The email should contain a new default password which must be changed upon log in;
- 11.4.5 Data Privacy statement should be displayed which the user must agree to in order to continue the log in process;
- 11.4.6 A set of security questions will be displayed at the initial login which a configurable number must be answered. The answers should be masked so that they are not displayed; and
- 11.4.7 The user should be able to change the security answers.

12. System Logging and Auditing Requirements

Vendor must furnish details about the proposed approach to satisfy each of the following implementation requirements.

- 12.1 The proposed solution must provide logging and audit reporting of all system user and administrator activity.
- 12.2 The proposed solution must log and provide an audit trail across all functions by associating a user ID and date/time stamp with all additions, changes, and deletions throughout the system.
- 12.3 The proposed solution must support the creation of history logs which must be accessible by the Systems Administrator via reporting and query access.
- 12.4 The proposed solution must support monitoring of data entry transactions and statistics for purposes of measuring staff and program productivity.

13. System Implementation Requirements

- 13.1 Upon award, the awarded Vendor must assess the specifications of MSDH's current host servers, workstations and network configuration.
- 13.2 Vendor must specify the suggested hardware or systems software necessary in order for MSDH to accommodate the proposed System. MSDH will be responsible for acquiring the hardware necessary to host the application.
- 13.3 Vendor must propose the manner in which implementation will be handled for the proposed system. Implementation should be devised in such a way as to minimize the impact on MSDH's daily operations.
- 13.4 Awarded Vendor must work with MSDH staff to devise a suite of test cases, use cases, and test data necessary to prove the performance of the proposed system. This suite must include final acceptance testing criteria.
- 13.5 MSDH will conduct acceptance testing of the system once the system is made available for use and all training is completed.
- 13.6 Awarded Vendor must participate in the acceptance testing of the system by providing on-site technical staff for assistance in demonstrating the functions of the installed system. MSDH 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.
- 13.7 As part of system acceptance testing, the awarded Vendor must assist MSDH in performing a load test to confirm that the network configuration possesses

adequate capacity and speed to drive MSDH's applications and user base without degradation.

- 13.8 MSDH will communicate to the awarded Vendor 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 awarded Vendor before submitting the remedy to MSDH for performance or regression testing.
- 13.9 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 MSDH. The thirty (30) calendar day testing period will be extended by the amount of system down-time incurred to correct deficiencies.
- 13.10 Acceptance testing is finished when MSDH has successfully completed all acceptance test criteria defined in the testing suite, and all critical defects have been corrected by the Vendor and successfully re-tested by MSDH and the system has operated without error or defect for the thirty (30) day acceptance period.
- 13.11 Acceptance testing shall not in any way relieve the Vendor of their responsibilities to correct any defect identified during the warranty period.
- 13.12 The State reserves the right to reject the system after the third unsuccessful test of any module of the system.

14. **Warranty/Maintenance**

14.1 Product Warranty

- 14.1.1 Vendor must state the warranty period for the proposed system during which time maintenance need not be paid.
- 14.1.2 Vendor must warrant that the proposed system shall meet or exceed these minimum specifications.
- 14.1.3 Vendor must warrant that the proposed system shall be free from any defect which would render any component 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.
- 14.1.4 Vendor must propose the standard manufacturer warranty for all proposed software products and services. 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). Vendor must describe the proposed warranty.

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

14.2 Product Maintenance and Software Support

- 14.2.1 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 during the hours of 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday. Vendor must describe the proposed plan.

- 14.2.2 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.

- 14.2.3 Vendor must provide MSDH with enhancements and updates to the software as they are made generally available.

15. **Training**

- 15.1 Vendor must propose multi-level training for at least 3 MSDH administrators and 6 staff pharmacists. Awarded Vendor must train the designated personnel in all aspects of systems administration for the proposed System. Additional Pharmacy staff must be trained in the competent use of the system modules as well as the query and reporting tools. MSDH will utilize a train-the-trainer approach to train the remaining MSDH staff.

- 15.2 Vendor must describe the proposed training plan to include class objectives, scope, length of each class, class size and subject materials to be taught, and identify the costs associated with this requirement.

- 15.3 In addition, Vendor must furnish a training tutorial in video and/or manual media that will enable a new employee to perform system-related functions from day one of employment. This tutorial must take the employee through a stepwise introduction of each task necessary to perform any function of the system. The tutorial must be updated with each update the Vendor makes to their application software.

16. Scoring Methodology

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

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

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

16.1.3 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.

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

Category	Possible Points
Non-Cost Categories:	
Functional Requirements	30
Vendor Qualifications/Project Management	15
Technical/Security/Support Requirements	15
Total Non-Cost Points	60
Cost	40
Total Base Points	100
Value Add	5
Maximum Possible Points	105

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

16.2.1 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, and timely delivery. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

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

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

Non-Cost Categories	Possible Points
Functional Requirements	30
Vendor Qualifications/Project Management	15
Technical/Security/Support Requirements	15
Maximum Possible Points	60

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

16.2.2.3 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 ‘Functional Requirements’ category was allocated 30 points; a proposal that fully met all requirements in that section would have scored 27 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.

16.3 Stage 3 – Cost Evaluation

16.3.1 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

16.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	40
Maximum Possible Points	40

16.4 Stage 4 – Selection of the successful Vendor

16.4.1 On-site Demonstrations and Interviews

16.4.1.1 At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

16.4.1.2 If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

16.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.

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

16.4.2 Site Visits

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

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.

Description	Quantity	Unit Cost	Extended Cost
Software Costs			
NOTES ON SOFTWARE COSTS: 1. Vendor must specify the licensing method for the Pharmacy Management Software.			
Software license fee cost		\$	\$
Software Installation/Implementation Services (fully loaded with travel, subsistence and associated per diem costs). Break out costs by deliverable as defined in the Project Work Plan.			
		\$	\$
		\$	\$
*Other Costs (specify)		\$	\$
Training/Knowledge Transfer Costs			
Administrator Training –system controls, security, interfaces and configuration (3 MSDH staff and 5 staff pharmacists)		\$	\$
Maintenance Costs			

Description	Quantity	Unit Cost	Extended Cost
Maintenance and Support Costs 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday Year 1 Year 2 Year 3 Year 4 Year 5		\$ \$ \$ \$ \$	\$ \$ \$ \$ \$
Performance Bond		\$	\$
Software Escrow		\$	\$
Miscellaneous Costs (must specify)		\$ \$	\$ \$
If Change Order Rate varies depending on the level of support, Vendor should specify the Change Order Rate according to position.			
Fully Loaded Hourly Change Order Rate		\$	\$

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 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 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:

--

SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

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

Scope of services/products to be provided by subcontractor:

Complete three (3) Reference Forms for each Subcontractor.

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

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

**EXHIBIT A
STANDARD CONTRACT**

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

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

**PROJECT NUMBER 39219
TURNKEY AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI STATE DEPARTMENT OF HEALTH**

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

WHEREAS, Purchaser, pursuant to Request for Proposals (“RFP”) Number 3710, requested proposals for the acquisition of certain equipment, software, installation services, and technical support (collectively “Turnkey Operation”) necessary for the implementation of a Commercial Off the Shelf (COTS) Pharmacy Management 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 January 1, 2012, 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 equipment, software, installation services, technical support, maintenance, and training for the implementation of a COTS Pharmacy Management System. Seller agrees to facilitate the integration of the hardware and software for the particular purpose set forth in RFP No. 3710. Seller further agrees that the system, as set forth in RFP No. 3710 and Seller's Proposal in response thereto, shall operate efficiently and optimally in light of industry standards and as further specified in RFP No. 3710 and Seller's Proposal in response thereto. RFP No. 3710 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 PURCHASE OF EQUIPMENT 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 equipment, software, and services listed in the attached Exhibit A, which is incorporated herein and at the purchase price set forth therein, but in no event will the total compensation to be paid hereunder exceed the specified sum of **\$INSERT AMOUNT**, unless prior written authorization from ITS has been obtained. 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 ninety (90) days 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 hardware and software to the location specified by Purchaser and pursuant to the delivery schedule set forth by Purchaser.

4.2 Seller shall complete installation of hardware and software pursuant to the requirements set forth in RFP No. 3710 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 hardware/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.

4.5 Seller shall be responsible for installing all equipment, cable, and materials in accordance with all State, Federal, and industry standards for such items.

ARTICLE 5 SCHEDULE AND ACCEPTANCE

5.1 Seller warrants that all equipment and 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. 3710, 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 and equipment being tested before acceptance testing will begin. Purchaser shall have ten (10) working days to review each deliverable and to either notify Seller of acceptance or to provide Seller a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Purchaser notifies the Seller of deficiencies, the Seller, at Seller's sole expense, shall correct such deficiencies within five (5) working days, unless the Purchaser consents in writing to a longer period of time.

5.4 Upon notification by Seller that the turnkey system has been fully implemented and is ready for final system acceptance testing, Purchaser shall have thirty (30) working 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. 3710 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 or equipment that may be required to meet the acceptance criteria within five (5) working 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 five (5) working days, or such other period as the parties may agree upon. The thirty (30) working day testing period will be extended by system down-time. In the event Seller is unable to repair or replace the defective product, the Purchaser reserves the right to return the defective product to Seller at Seller's expense and to cancel this Agreement.

ARTICLE 6 TITLE TO EQUIPMENT

Title to the hardware provided under this Agreement shall pass to Purchaser upon acceptance of the system.

ARTICLE 7 SOFTWARE

7.1 Seller shall furnish the software to Purchaser, as set forth in purchase orders submitted and executed by Purchaser, and shall acquire the right to license the software to Purchaser. For purposes of this Article, the term "Purchaser" means the Mississippi State Department of Health,

its employees, and any third party consultants or outsourcers engaged by Purchaser who have a need to know and who shall be bound by the terms and conditions of this license and Agreement.

7.2 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.

7.3 Seller understands and agrees that Purchaser shall have: (a) a non-exclusive, non-transferable, enterprise-wide unlimited, and perpetual license for the software listed in Exhibit A; (b) the right to use and customize the software products and the related documentation for Purchaser's business operations in accordance with the terms and conditions of this Agreement; (c) unlimited use by licensed users of the software products acquired for Purchaser's operations; (d) use of such software products with a backup platform system, should it be deemed necessary by Purchaser; (e) the right to copy such software for safekeeping, backup, and disaster recovery purposes; (f) the right to combine the software with other programs and modules and the right to create interfaces to other programs; and (g) the right to reproduce any and all physical documentation supplied under the terms of this Agreement.

7.4 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 8 CONVERSION AND TRAINING

Seller shall, for the fees specified in the attached Exhibit A, provide the conversion activities specified in RFP No. 3710 and Seller's Proposal, as accepted by Purchaser in response thereto, as well as provide five (5) days of onsite training. Training will include, but not be limited to, system administration, operational and setup procedures and troubleshooting methods. 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 hardware and software.

ARTICLE 9 CONSIDERATION AND METHOD OF PAYMENT

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

9.2 The Seller and the Purchaser agree to the Deliverable Schedule as set forth in the Payment Schedule and Deliverables List included as Exhibit A to this Agreement. The Seller will receive payment in the amount indicated in Article 9.1 herein, less retainage to be withheld in accordance with the Retainage Article herein, upon written acceptance by the Purchaser of each of the deliverables defined therein. The parties agree that as the project work plan is revised by written agreement of the parties during the term of this Agreement, the anticipated dates for acceptance of deliverables and for the corresponding payments to the Seller, but not the amounts of those payments, may likewise be revised only by written agreement of the parties.

9.3 Upon written acceptance, as set forth in Article 5 herein, by the Purchaser of a deliverable which has an associated payment, the Seller will invoice the Purchaser for the invoice amount of that payment as indicated in the attached Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein. Seller shall certify that the billing is true and correct. Seller shall submit invoices and supporting documentation to Purchaser electronically at any time 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.”

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

ARTICLE 10 WARRANTIES

10.1 Seller represents and warrants that all equipment and software provided by Seller shall meet or exceed the minimum specifications set forth in RFP No. 3710 and Seller's Proposal in response thereto.

10.2 For a period of one (1) year after acceptance, Seller represents and warrants that the equipment provided pursuant to this Agreement shall operate without defects in material and workmanship. All equipment provided by Seller shall be covered by the manufacturer's warranties, beginning upon acceptance of the system. Seller's obligations pursuant to these warranties shall include, but are not limited to, the correction of all defects in the system and the repair or replacement of the equipment at no cost to Purchaser. In the event Seller cannot repair or replace an item of equipment, Seller shall, at the State's election, either refund the purchase price of the equipment and refund any fees paid for services that directly relate to the defective equipment or secure alternate equipment acceptable to the Purchaser that will insure functionality of the system.

10.3 Seller represents and warrants that Seller has the right to sell the equipment and license the software provided under this Agreement.

10.4 Seller represents and warrants that Purchaser shall acquire good and clear title to the hardware purchased hereunder, free and clear of all liens and encumbrances.

10.5 Seller represents and warrants that all software furnished will be free from material defects for a period of one (1) year after acceptance and will provide Purchaser complete functionality necessary for the operation of the system as stated in RFP No. 3710 and the Seller's Proposal in response thereto. Seller's obligations pursuant to this warranty shall include, but are not limited to, the correction of all defects in the software and the repair or replacement of the software at no cost to Purchaser. 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.

10.6 Seller represents and warrants that each unit of hardware delivered shall be delivered new and not as "used, substituted, rebuilt, refurbished, or reinstalled" equipment.

10.7 Seller represents and warrants that the turnkey system is fit for the particular purpose set forth in this Agreement and RFP No. 3710, with regard to Purchaser's foreseeable or projected needs.

10.8 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 or the manufacturer of the equipment and replacement parts supplied to Seller.

10.9 Seller represents and warrants that Seller shall maintain all equipment provided hereunder, pursuant to the manufacturer's warranty policies throughout the equipment manufacturer's specified warranty period.

10.10 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.

10.11 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.

10.12 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.

10.13 Seller represents and warrants that the turnkey system 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. 3710 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 system does not function accordingly, Seller shall, at the State's election within five (5) working days and at no cost to Purchaser, either correct the defects identified, replace the products with products that are compliant with this warranty, or refund the fees paid for the products and for any services that directly relate to the defective product.

10.14 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.

10.15 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.

10.16 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.

10.17 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.

10.18 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.

10.19 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 11 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 12 SYSTEM MAINTENANCE DURING WARRANTY

12.1 Seller agrees to provide on-site warranty service on all software, equipment, and any other devices that would be included within them for the periods specified and fixed prices noted in Exhibit A.

12.2 Seller will respond by telephone within one (1) hour to requests for warranty repair service Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), and will come on-site with the necessary crash kit within four (4) hours from the point the call is made to service critical components and within eight (8) hours from the point the call is made to service all other peripherals and related software and computer equipment. Should the Seller fail to respond within such time, Seller shall pay the Purchaser \$50.00 per hour for every hour of delay. The warranty includes all parts, labor, and travel.

12.3 Seller agrees it will maintain in house the most frequently used supply replacement parts needed to service the equipment. Replacement parts will be new and not used or refurbished and will either be manufactured by and/or meet the minimum specifications established by the manufacturer of the equipment. Title to all replacement parts installed in the equipment will pass to Purchaser at the time of replacement, and title to parts removed for replacement will, at the time of replacement, pass to Seller.

12.4 Seller agrees to a maximum four (4) hour turnaround from the point the call is made on all repairs not requiring parts ordering and a maximum one (1) working day on all other repairs. If the repairs have not been made within these designated time frames, Seller shall pay the

Purchaser \$50.00 per hour for every hour of delay. If after one (1) day the item has not been repaired, a compatible loaner unit will be provided by Seller at no expense to Purchaser.

12.5 Seller agrees to provide preventive maintenance based on the specific needs of the equipment during normal business hours and at intervals agreed upon by the parties. Preventive maintenance may be performed concurrently with remedial maintenance activity. Seller must record all activities related to preventive maintenance on a log to be retained on-site.

12.6 Maintenance does not cover damage to equipment caused by Purchaser's abuse or neglect; damage caused by an act of God (flood, earthquake, lightning, etc.) or loss due to fire or theft; neglect, misuse, alterations, or deviation from intended machine use; maintenance or repair of the machine performed by persons other than Seller, or maintenance or removal of alterations or attachments.

12.7 The parties understand and agree that Purchaser reserves the right to cancel warranty service on all or part of the equipment as Purchaser deems necessary.

12.8 Seller shall provide, for the periods set forth in Exhibit A, software support services as specified in RFP No. 3710 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, 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.

12.9 Sixty (60) days prior to expiration of the warranty service on the software and each item of equipment, Seller shall notify Purchaser in writing of the impending warranty expiration, and Purchaser shall have thirty (30) days in which to notify Seller of its decision to either subscribe to Post Warranty Maintenance or to forgo Post Warranty Maintenance.

ARTICLE 13 POST WARRANTY SYSTEM MAINTENANCE

13.1 Upon Purchaser's notification to Seller, pursuant to Article 12.9 herein, of Purchaser's decision to subscribe to Post Warranty Maintenance, the Seller agrees to provide on-site preventive and remedial maintenance necessary to maintain the software and equipment and any other devices that would be included within them for the time periods specified and fixed prices noted in Exhibit A. The maintenance includes all parts, labor, and travel.

13.2 Seller will respond by telephone within one (1) hour to requests for unscheduled remedial maintenance Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), and will come on-site with the necessary crash kit within four (4) hours from the point the call is made to service critical components and within eight (8) hours from the point the call is made to service all other peripherals and related software and computer equipment. Should the Seller fail to respond within such time, Seller shall pay the Purchaser \$50.00 per hour for every hour of delay.

13.3 Seller agrees it will maintain in house the most frequently used supply replacement parts needed to service the equipment. Replacement parts will be new and not used or refurbished and will either be manufactured by and/or meet the minimum specifications established by the manufacturer of the equipment. Title to all replacement parts installed in the equipment will pass to Purchaser at the time of replacement, and title to parts removed for replacement will, at the time of replacement, pass to Seller.

13.4 Seller agrees to a maximum four (4) hour turnaround from the point the call is made on all repairs not requiring parts ordering and a maximum one (1) working day on all other repairs. If the repairs have not been made within these designated time frames, Seller shall pay the Purchaser \$50.00 per hour for every hour of delay. If after one (1) day the item has not been repaired, a compatible loaner unit will be provided by Seller at no expense to Purchaser.

13.5 Seller agrees to provide preventive maintenance based on the specific needs of the equipment during normal business hours and at intervals agreed upon by the parties. Preventive maintenance may be performed concurrently with remedial maintenance activity. Seller must record all activities related to preventive maintenance on a log to be retained on-site.

13.6 Maintenance does not cover damage to equipment caused by Purchaser's abuse or neglect; damage caused by an act of God (flood, earthquake, lightning, etc.) or loss due to fire or theft; neglect, misuse, alterations, or deviation from intended machine use; maintenance or repair of the machine performed by persons other than Seller, or maintenance or removal of alterations or attachments.

13.7 The parties understand and agree that Purchaser reserves the right to add other equipment to be maintained or to cancel maintenance on all or part of the equipment as Purchaser deems necessary.

13.8 Seller shall provide, for the periods set forth in Exhibit A, software support services as specified in RFP No. 3710 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 Monday through Friday, 8:00 A.M to 5:00 P.M. (Central Time), 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.

13.9 Sixty (60) days prior to the expiration of the Post Warranty Maintenance term, Seller shall notify Purchaser in writing of the impending expiration, and Purchaser shall have thirty (30) days in which to notify Seller of its intention to either renew or cancel any further maintenance. In no event shall the cost for maintenance services increase by more than five (5%) percent per year.

ARTICLE 14 EMPLOYMENT STATUS

14.1 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.

14.2 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.

14.3 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.

14.4 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 15 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 16 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 17 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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 18 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 19 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, Seller shall refund to Purchaser any and all applicable unexpended prorated annual support fees/charges, previously paid by Purchaser. 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 20 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 21 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 22 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 23 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 24 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 25 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 26 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 27 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: Ms. Meg Pearson, Pharm D, MS, Director, Mississippi State Department of Health, 570 Woodrow Wilson Drive, Jackson, Mississippi 39216. The Seller's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 28 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 29 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 30 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 31 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 32 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 33 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 34 CONFIDENTIAL INFORMATION

34.1 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.

34.2 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 35 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 36 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 37 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 38 ENTIRE AGREEMENT

38.1 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. 3710 and Seller's Proposal in response to RFP No. 3710 are hereby incorporated into and made a part of this Agreement.

38.2 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. 3710 and written addenda; and
- D.** Seller's Proposal, as accepted by Purchaser, in response to RFP No. 3710.

38.3 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 39 STATE PROPERTY AND LOCATION OF WORK

39.1 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.

39.2 All work provided in connection with this contract will be required to be performed on-site in the Purchaser's offices in Jackson, Mississippi, unless written approval is received from the State. Seller accepts full responsibility for all problems arising out of a decision to perform off-site work.

ARTICLE 40 SURVIVAL

Articles 10, 11, 12, 13, 20, 24, 28, 33, 34, 36, 37, 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 41 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 42 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 43 RETAINAGE

To secure the Seller's performance under this Agreement, the Seller agrees that the Purchaser shall hold back as retainage twenty percent (20%) of each amount payable, including amounts payable under Change Orders, under this Agreement. The retainage amount will continue to be held until final acceptance of the system by the State and the expiration of the warranty period.

ARTICLE 44 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 45 PERFORMANCE BOND

As a condition precedent to the formation of this Agreement, the Seller must provide a performance bond as herein described. To secure the Seller's performance, the Seller shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement a performance bond in the total amount of this Agreement. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Agreement, with the exception of post-warranty maintenance and support, and shall not be released to Seller until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Seller's performance and performance of the products/services delivered and determine that the Seller's performance bond may be reduced or released prior to expiration of the full warranty period. The performance bond shall be procured at Seller's expense and be payable to the Purchaser, The cost of the bond may be invoiced to the Purchaser after project initiation only if itemized in the Seller's cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, the State reserves the right to review the bond and require Seller to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Seller. The bond must specifically refer to this Agreement and shall bind the surety to all of the terms and conditions of this Agreement. If the Agreement is terminated due to Seller's failure to comply with the terms thereof, Purchaser may claim against the performance bond.

ARTICLE 46 PERSONNEL ASSIGNMENT GUARANTEE

Seller guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement, as long as the personnel are employed by the Seller and are not replaced by Seller pursuant to the third paragraph of the Article herein titled "Employment Status." Seller further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Seller to so provide these persons shall entitle the State to terminate this Agreement for cause. Seller agrees to pay the Purchaser fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Seller's employment or replacement by Seller pursuant to the third paragraph of the Article herein titled "Employment Status." Subject to the State's written approval, the Seller may substitute qualified persons in the event of the separation of the incumbents therein from employment with Seller or for other compelling reasons that are acceptable to the State and may assign additional staff to provide technical support to Purchaser. The replacement personnel shall have equal or greater ability, experience, and qualifications than the departing personnel and shall be subject to the prior written approval of the Purchaser. The Seller shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement, unless approved in writing by the Purchaser. In the event of Seller personnel loss or redirection, the services performed by the Seller shall be uninterrupted and the Seller shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

ARTICLE 47 ESCROW OF SOURCE CODE

47.1 With the execution of this Agreement, the Seller shall place and maintain a current copy of the data dictionary, documentation, object code, and source code in escrow and shall furnish Purchaser with a copy of the escrow agreement and the name and address of the agent. The escrow agreement shall authorize the escrow agent to release, at no cost to Purchaser, the data dictionary, documentation, object code, and source code to Purchaser if and when the Purchaser is deemed to have a right under this Article. The Seller shall pay all costs of providing and maintaining the escrow agreement, including the fees of the escrow agent. The copy of the source code placed in escrow shall be reproduced and maintained on magnetic tape or disk using a commonly accepted data recording protocol. Program documentation sufficient to allow a competent programmer to use and maintain the source code programs must accompany the source code. When a change is made to the object code or source code by or on behalf of the Seller during the term of the escrow agreement, the revised code, including the change, shall be delivered to the escrow agent not later than thirty (30) calendar days after the change is effected by or on behalf of the Seller.

47.2 Provided that the Purchaser is not then in substantial default under this Agreement, the Seller shall provide to Purchaser, at no cost and within ten (10) calendar days after receipt of Purchaser's written request for it, one (1) complete copy of the data dictionary, documentation, object code, and source code used in the preparation of the software and custom modifications to the source code and object code as a result of this Agreement, brought up to date as of the date of delivery of such source code to Purchaser, upon the occurrence of any of the following events: (a) any or all material part 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.

ARTICLE 48 CHANGE ORDER RATE AND PROCEDURE

48.1 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.

48.2 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.

48.3 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 the attached Exhibit A. 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.

48.4 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.

48.5 The Seller will include in the progress reports delivered under this Agreement the status of work performed under all then current change orders.

48.6 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.

48.7 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.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of Mississippi State Department of
Health**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A

EXHIBIT B
Pharmacy Prescription Scenarios

1. The below prescription for Jane Doe is received by the MSDH Pharmacy. At the time of receipt by the pharmacy, there is no insurance information. The MSDH Pharmacy assigns a “cash” billing code for the prescription. One month later it is identified that Jane Doe has Medicaid prescription coverage that extends back during the time of the previous prescription. Now we want to bill on her insurance.

- a. Process the prescription, including the
- i. Association with the county health department (CHD) code. The CHD code needs to print on the prescription label;
 - ii. Code linking patient to the family planning program (FP)
 - iii. After billing as “cash”, show us how you would back bill on Medicaid.

Jane Doe	DOB 05/27/1985
234 High 16 W	No allergies
Canton, MS	CHD code: MD

Ortho Tri Cyclen
Disp 3 packs
Sig: Take 1 tablet daily for 28 days.
Refill 10 packs

Dr. Smith

2. A new prescription is called in to the MSDH Pharmacy. It is indicated by the nurse that the patient has BC/BS insurance.

- a. Process the prescription, including
- i. Finding and inputting of the insurance plan into the patient’s profile;
 - ii. Association with the CHD code. The CHD code needs to print on the prescription label;
 - iii. Code linking patient to the cystic fibrosis (CF) program.

Amy Bradford	DOB 08/26/2004
561 Riverside	All: Cefazolin
Hazelhurst, MS	CHD code: CP

ZenPep 10,000 units
Take as directed
#300
Refill x 11

Dr. Jones

3. A new tuberculosis case has been identified. The physician calls in standard four drug therapy to be administered daily for 2 weeks; the patient's weight is 150 pounds. The patient has AARP Medicare Part D.
- Demonstrate a process in your system that will create multiple standard prescriptions.

INH 300mg	#30	1 tab po daily x 14 days
Rifampin 300 mg	#60	2 cap po daily x 14 days
Pyrazinamide 500 mg	#42	3 tab po daily x 14 days
Etambutol 400 mg	#42	3 tab po daily x 14 days

John Smith DOB 03/11/1948
 985 Main St No allergies
 Brookhaven, MS CHD code: LN

Dr. Blackmon

- Find and input the insurance plan into the patient's profile.
 - Associate prescription with the CHD code. The CHD code needs to print on the prescription label;
 - Code linking patient to the tuberculosis (TB) program.
4. One pharmacist is filling prescriptions for one program using the NPI 10765938 while a second pharmacist is filling prescriptions for a second program using the NPI 56970283. Will your system support filling on two distinct NPIs simultaneously?

Lillie Young	DOB 01/15/1988	Carl Smith	DOB 07/06/1985
587 Washington Ave	No allergies	295 Yellow St	No allergies
Bay St. Louis, MS	CHD code: HA	Lexington, MS	CHD code: HO

Depo Provera	Atripla
Administer one syringe	#30
Refill x 3	Sig: 1 po daily
Dr. Jones	Dr. Wren

- Process the prescriptions, including the
 - Association with the CHD code. The CHD code needs to print on the prescription label;
 - Code linking patient in first prescription to the family planning program (FP)
 - Code linking patient in second prescription to the HIV program (HIV)
5. Process the below prescription: the profile should indicate a quantity dispensed for the 90 day supply. Generate three prescription labels of equal 30 day supplies (split labels). What if we only wanted to print two labels with a 30 day supply on each label?

John Hancock

INH 300 mg
Qty: 24
Sig: 1 tab po twice weekly
Dr. Green

6. The MSDH Pharmacy receives the below prescriptions. Upon check, the patient has not recertified in the ADAP program; therefore, his medications will need to be restricted.
- a. Process the prescriptions, including
 - i. Input of number of refills; on HIV prescriptions a maximum of 5 refills are allowed;
 - ii. Put multiple refills in a work queue;
 - iii. Place a stop date or similar procedure: the purpose of the stop date is to restrict refills (patient cannot get refills) until recertification within the ADAP program has occurred;
 - iv. Place comments in a comment field and demonstrate multiple comments and lengthy comments;

Donald Smith DOB 06/22/1985
1335 South St No allergies
Hernando, MS CHD code: DE
#1 Reyataz 300 mg , 1 capsule daily #30, Refill x 5
#2 Norvir 100 mg, 1 tablet po daily #30, Refill x 5
#3 Truvada, 1 tablet daily #30, Refill x 5
Dr. Little

7. The below IV prescription is called in to the MSDH Pharmacy. Demonstrate processing of the prescription.

Ron Ronald DOB 04/16/1979
1590 Newberry Allergies: gentamicin
Forrest, MS CHD code: ST

Merrem
Sig: 2 grams intravenously every 12 hours per mixing instructions.
Mixing instructions: mix 2 vials of Merrem with 20 cc sterile water each and add entire contents of both vials to IV just prior to administration.
Qty: 28 vials
Refill: zero
Dr. Williams

8. Gulfport county health department has sent up a requisition for resupply of clinic stock medication. Their CHD code is HS. Demonstrate filling of the requisition within your pharmacy software.

Multivitamins 100 ct bottles #60

Prenatal vitamins 100 ct bottles #45
Metronidazole 500 mg 14 ct bottles #50
Amoxicillin 500 mg caps 30 ct bottles #30
Surgilance Safety Lancet 100ct box 3 boxes
Syringe TB 1 cc 27 g x 1/2 “ 100’s 2 boxes

9. Generate manifests for all prescriptions and shipments completed today based on CHD codes. Print a single manifest for the prescriptions and a single manifest for the stock order shipment.

EXHIBIT C

MSDH Standard Database Design Lifecycle

Mississippi State Department of Health (MSDH) Office of Health Informatics (OHI) Information Resources Management Database Administration (IRMDBA) group requires all vendor COTS and in-house databases to graduate through a standard design lifecycle migration path that moves from TEST, to QA, to PROD database instances. This applies to both Oracle and Microsoft SQL Server databases. The purpose of this requirement is to enforce strict revision control and configuration management on the project Production database.

Test (TEST)

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

Quality Assurance (QA)

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

Production (PROD)

Once all involved parties agree that the database design has been thoroughly tested and qualified in QA, it is then exported or backed up and migrated to PROD via a hard-copy authorization sign-off form. "Back-door" changes or modifications to the data in PROD are not allowed without a hard-copy signed Database Object Migration Form, which is required to authorize the change to Production data. PROD is locked down in a secure, reliable, and responsive production datacenter servers that are up and available 24x7x365 and are backed-up on a nightly

basis for fast recovery. Project database documentation, in its final form, is required to be submitted to the IRMDBA group prior to migrations to PROD.

EXHIBIT D
Sample Batch Report for ADAP Program

Medicare Part D Supplemental N Transaction Batch File FTP Information

Business Name	Click here to enter text
Business Contact Name	Click here to enter text
Business Contact Email	Click here to enter text
Business Contact Phone	Click here to enter text
Technical Contact Name	Click here to enter text
Technical Contact Email	Click here to enter text
Technical Contact Phone	Click here to enter text
Which FTP Method is preferred (check one)	Click drop down to choose method
If FTP with PGP provide public key	Click here to enter text.

Important information:

- RelayHealth supports Push/Push only. This means that you will need to push the Batch N file to us and we will in turn push the response file (result of your file) back to you.
- As of 1-1-2012 all batch files should be in NCPDP Batch v1.2 format.
- SFTP (SSH) is not the same as FTPS. RelayHealth does not support FTPS.

Batch N File Push Destination (to RelayHealth)	
RelayHealth URL	gmft.cms.ndchealth.com
RelayHealth Public Key	Version: GnuPG v1.4.11 (GNU/Linux) mQENBE7vhh0BCADrCEvzb+WqiuEUJ8/TUwyMRRK42G0NOJh+PwC4KxwVDTCo39Nb 81ySVFHdkxcpNE9nhhCzIRhDihicn64YLEDQClyWAawWBEIw0+qntET/SPptHIJ5 qwYo5ZNis6lapUaEZ9ZaX5wjRgvOGqo1jEd92+54UN3sCmGiUrMJHFPJAKiq5uBv yhmazRy2pUcaj4ndqPrjFggTes/xmq1ZMD257+m+obM7YyCOR9+V8SvK5vm+rN4J S4AP3B8ot/cLaBcrCYnC71VoL1NfaGkHs1ft6iPDOGTIs3dWx8UdyIjpZ1bxi4M ZQi6RswXZmdKhW0TQqGNYdB0j7FEUvz/s6/7ABEBAAG0RmdtZnQuY21zLm5ky2hl YWx0aC5jb20gKENNUyBHUEcplDxtYW5hZ2VkZmlsZXRYW5zZmVvYQJlIbGF5aGVh bHRoLmNvbT6JATcEEwECACEFAk7vhh0CGwMFCwklBwIGFQgCCQoLBBYCAwECHgEC F4AACgkQrSJDp84kGu7glggAnwmpMAUNyExwwVOoT6fPNoVc5uc3MgCNbuLRDlMn 8nyu9gTvT1ZCAXMctDOYjqIDr1+bwtN034eL5O06CbkkMGukKx80rmdTfXyOKAgm gmINngN8VbUbRDIO/zyvpK+BE/UM0/gLm1P8b16ZAsrdAnGhHdeCqJp3vvtBrT4H uMtvGGULsXDvXlHI4bgb0f5E2hL3wCvqkjLH/DddJKXyh0Czh8jpN5jDvr3yda5q O9VP47PYOLgHJhSKXg0Fp+P/L7Um4vEHLmi7cK8bjC+1r5WQn2qQDodOZUfdFOB XLlbfDceORz+1fzQYdIGXh2/yKuSZYipRreGHZ3qzz0Sb7kBDQRO74YdAQgA3gyf YJ1YvYVwTMBdyUFD8OjYkitWpOfs9WVZvfBHuG1s7dxSEaSCI5SIYoyyyhAUqu6o tLuz8VleUiFm2j7XHbSap3/g1ZwJtuhAyQa+XpeDcDjCyE97t7+QokUD3QmTV7VJ AE83qzZh+UkscB+aY8DDYnuY3dnkn4DYX7hOkI4IqS6qAUdSOLnhI4MiyfBiisQr K5YNC/mc/2t14bcWCw4neOqqPCfh9gPqhohOalthdEYUP4nzPFADanAmB+i5KY+ /ib4I7E2XB7w3H465D58E23nYEVlzi6vzQRmD5zBfsUbet5lO6a2yydhGXptcR2

	J1P6SaPK8lBUXDw0GQARAQABiQEf8BgBAgAJBQJO74YdAhsMAAoJEK0iQz/OJBruHTEH/3LykhQnW6eVxr/IMrFt4h/SaSrBV5w92GAf+m5drYGWEUIO25KxLCQQbgla1m/c8xG5711mVIXKwGmdlKcVsWcG+lBOq5RAld320OQ9kUyNxXprPmuATT1b40Qfn/ZpolMMQEO1m/YYnInNKbANwBy5GJqZO2c0cYDKvy0BlwaH4TO2Ui7MyFyxcuz2avYAovqlLdmeXrfAHmltM+CKpBSjt608hr1fqtuBP/eoI5+mFPrkdVqRwLATn5LWdSlQHO1vFjv2uB0OUxz9U/aESp4ehlftrCvCu9JvJu4FeRfurGbmIGDjMMDZ6sKJrmXFUbqE38GCQk/dse4vn/4dhmw=-eJgO
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Note: Login Credentials will be provided within 2 business days of receipt of this completed document.

Response File Push Destination (submitters FTP for response file)	
URL of customer server to be pushed to	Click here to enter text
User Name	Click here to enter text
Password	Click here to enter text
Directory	Click here to enter text.

All file submitters must send an initial TEST batch N transaction file via FTP. This allows RelayHealth to test connectivity and to review the batch file to ensure formatting is correct. This file must contain TEST data as HIPAA does not allow production data in a test environment.

Please contact trooptesting@relayhealth.com for a test date/window.