STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **7**
to
Contract Number **071B3200052**

CONTRACTOR	
	NETSMART TECHNOLOGIES, INC
	3500 Sunrise Hwy
	Great River, NY 11739
	Joseph McGovern
	800-421-7503
	jmcgovern@ntst.com
	*******0154

STATE			
Program Manager	Kimberly Koppsch-woods	DTMB-IT	
	517-241-3314		
	Koppsch-WoodsK@Michigan.gov		
Contract Administrator	Simon Baldwin	DTMB	
	(517) 284-6997		
	baldwins@michigan.gov		

CONTRACT SUMMARY

ELECTRONIC MEDICAL BUSINESS RECORD SYSTEM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 18, 2012	December 17, 2018	5 - 1 Year	December 17, 2017

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 17, 2017

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$19,632,871.48	$0.00	$19,632,871.48

DESCRIPTION

Effective 11/3/2016, The following Statement of Work for Licensing, Maintenance, Support, and Hosting for the RxConnect module is incorporated into this Contract. This change will utilize $590,263.00, existing funds, leaving $511,231.00 remaining for enhancements. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**
to
Contract Number **071B3200052**

CONTRACTOR	
	NETSMART TECHNOLOGIES, INC
	3500 Sunrise Hwy
	Great River, NY 11739
	Joseph McGovern
	800-421-7503
	jmcgovern@ntst.com
	*******0154

STATE			
	Program Manager	Kimberly Koppsch-woods	DTMB
		517-241-3314	
		Koppsch-WoodsK@Michigan.gov	
	Contract Administrator	Simon Baldwin	DTMB
		517-284-6997	
		BaldwinS@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Electronic Medical Business Record System

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 18, 2012	December 17, 2018	5 - 1 Year	December 17, 2017

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 17, 2017

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$19,611,231.48	$ 21,640.00	$19,632,871.48

DESCRIPTION: Effective September 30, 2016, this Contract is increased by $21,640.00 and the attached Statement of Work (SOW) documents are incorporated into this Contract. The SOW for Avatar Enhancements will use $21,640.00 new funds and the SOW for the RxConnect module with Avatar will use $599,750.00 existing funds. All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement and DTMB Procurement approval.

MICHIGAN DEPARTMENT OF TECHNOLOGY,

MANAGEMENT AND BUDGET

STATEMENT OF WORK (SOW)TEMPLATE

Project Title: Avatar enhancements 071B3200052	**Estimated Period of Coverage:** 08/22/2016 through 8/31/2017
Requesting Agency: Department of Health and Human Services	**Date:** 8/9/2016
DTMB AS DHHS Project Manager: Kimberly Koppsch Woods	**Phone:** 517-241-3314
DHHS Project Manager: Sheryl Conway 517-373-6730	

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED:

1. To purpose of this work request is to outline the requirements and deliverables for the implementation and project management of the client's implementation. Changes are requested to E1, Paper Bill Development and Billing Rollup and are included in this work effort.

BACKGROUND:

NetSmart has worked with DHHS in the past to customize the Avatar system. The agency is asking for enhancements to improve the functionality of the system to ensure accuracy, timeliness and improved usability.

PROJECT OBJECTIVE:

The purpose of this work request is to outline the requirements and deliverables for the implementation and project management of the client's implementation.

SCOPE OF WORK/TASKS:

- Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.
- New hardware, if required, will be delivered by the date required in the Project Schedule.
- Client will use currently supported Crystal Professional version for all report development.
- Client will provide sufficient resources as identified in the work breakdown structure of the project plan.
- A training room will be available for the training sessions with working equipment and appropriate software loaded prior to the arrival of the Netsmart team if it is part of the planning and expectations for the project.
- Individuals scheduled to attend training will attend and participate in the entire session as defined by the agenda.
- Netsmart will share available recommended practices during the implementation.
- The project will be executed according to the event-based Netsmart Plexus Foundation Methodology as outlined below.
- Any usage of diagnosis and/or procedure code content that is utilized within the Netsmart solutions must be fully licensed by the client. Additionally, the client must provide proof of this licensing. This includes Micromedex content, CPT or DSM codes.
- Plexus Events are designed to offer stop gates, points during the implementation project that require Client and Netsmart agreement that the Event was completed, prior to moving to the next Event. These stop gates include the following Events: Project Planning (Gate 1), Project Kickoff (Gate 2), Final Review & Validation (Gate 3), Go – Live Preparation (Gate 4), and Integration Testing (Gate 5).
- Client will assign an individual who has authority and accountability for signing-off on each of the Plexus Gates and Monthly Status reports. This shall be a named individual.

DELIVERABLES:

Deliverables will not be considered complete until the Agency and DTMB Project Managers

have formally accepted them. The State will prioritize the deliverables. Resources will work with DTMB Project Manager to define deliverables. Deliverables for this project include:

1. E1: Currently when the system attempts to display the guarantor name in the report, it does so by looing for a matching guarantor within the Avatar guarantor table based on BIN and PCN. If more that one match is found, it will display something along the lines of “more than one matching guarantor” – instead of an actual guarantor name. In that situation, we are proposing the following changes: The system will then examine the client’s financial eligibility to determine if one of the matching guarantors is defined as a covering guarantor where there is also an additional match on group number and member ID. If one is found then that guarantor name would be displayed.
2. E1: If the client does not have financial eligibility defined or if none of the matching guarantors is a covering guarantor (again taking into consideration an additional match on group number and member ID) then the report will display all of the matching guarantor names.
3. PAPER BILL DEVELOPMENT: Create two new registry settings that will each add a new field to the paper UB04 section of Guarantor/Program Billing Defaults: Specify Occurrence span through data as last date on leave is a yes/no field that will either populate the date with the last date the client was on leave if set to yes or the date of the client’s return from leave if set to No or no value.
4. PAPER BILL DEVELOPMENT: Use zero dollar change for non-billable leaves is a yes/no field that will set the charge for a leave to zero if set to yes. If set to No or no value, then the current logic will be used.
5. BILLING ROLL UP: Modify the 837 compile process so that if the “Summarize by Revenue Code” option is selected, it will summarize all services with the same revenue code into the same claim regardless of Revenue Code. HCPCS code and fee for the service. The current process creates a new claim for each combination of these items.

The system will examine the client’s financial eligibility to determine if one of the matching guarantors is defined as a covering guarantor where there is also an additional match on group number and member ID. If the client does not have financial eligibility defined or if none of the matching guarantors is a covering guarantor, then the report will display all of the matching guarantor names.

PROJECT SCHEDULE:

The below timelines are contractual timelines and assume an October 1, 2016, approval date. The detailed project schedule will be developed in collaboration with Netsmart and the State. The high level project schedule and level of effort is outlined below.

Item	Level of Effort (LOE)	Timeline	Cost
Deliverables 1 and 2: E1 Change	42 hours total • Engineering and quality assurance – 36 hours • Project Management – 6 hours	10/1/2016-3/10/2017	$9,240.00
Deliverables 3 and 4: Paper Bill	62 hours total • Engineering and quality assurance – 44 hours • Business Analyst – 12 hours • Project Management – 6 hours	10/1/2016-3/17/2017	$12,400.00
Deliverable 5: Billing Rollup	55 hours total • Engineering and quality assurance – 48 hours • Project Management – 7 hours	10/1/2016-3/24/2017	$0.00
		Total	$21,640.00

APPROVAL OF DELIVERABLES, IN GENERAL:

(a) All Deliverables (Physical Deliverables, Written Deliverables, and Service Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which will include the successful completion of Testing as applicable in Section 6.3, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed.

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State and Contractor receive the Deliverable and agree that the Deliverable is ready for use and, where applicable, Contractor has provided certification in accordance with Section 6.3(a).

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep any resulting Contract(s) in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the Contract(s) price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the testing or approval

process.

PROCESS FOR APPROVAL WRITTEN DELIVERABLES:
The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work/Purchase Order following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES:
The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty- five (45) Business Days for a Service Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF PHYSICAL DELIVERABLES:
The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

ACCEPTANCE CRITERIA:

Resource will work with DTMB Project Manager to develop formal acceptance criteria. Acceptance criteria for this project may include, but are not limited to:

1. All deliverables included in the State's Project Management Methodology (PMM)
2. All deliverables included in the State's System Engineering Methodology (SEM)
3. All Deliverables will not be considered complete until DTMB Project Manager has formally accepted them

4. All Documentation must be complete and meet state standards
5. All System documentation must meet DTMB standards

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours**: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.

2. **Accomplishments**: Indicate what was worked on and what was completed during the current reporting period.

3. **Funds**: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC AGENCY STANDARDS:

Agency standards, if any, in addition to DTMB standards.

State of Michigan Project Management Methodology (PMM)

State of Michigan Systems Engineering Methodology (SEM)

PAYMENT SCHEDULE:

Payment will be made on a deliverables basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoices which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency Project Manager and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency Project Manager and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after

receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:
The DTMB Buyer for this project is:

Simon Baldwin - Michigan Department of Technology, Management and Budget

DTMB Purchasing Operations

517-284-6997

Email: baldwins@michigan.gov

DTMB/AGENCY RESPONSIBILITIES:

- DTMB will provide direction to vendor staff in regards to work effort and priorities.
- STATE will provide telephone access for project-related calls originating from within the State's office.
- STATE will provide access to copying equipment for project-related documents.
- STATE will provide access to Facsimile equipment for items that are project related.
- STATE will provide computer hardware and software for consultants, *as deemed necessary*.
- STATE will identify and staff project team
- STATE will attend knowledge transfer sessions
- STATE will provide data collection
- STATE will conduct system testing
- STATE will conduct end-user training
- STATE plan & Staff Go-Live

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

The location of work by Netsmart and Client staff identified in the detailed project schedule and Plexus event descriptions is work performed either on-site at Client location(s), at a Netsmart regional office or conducted remotely.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal work hours are eight (8) hours a day, forty (40) hours a week. Additional hours may be necessary based on business needs. These hours may vary and will be paid at the same base hourly rate. The State will not pay overtime.

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

STATEMENT OF WORK (SOW)TEMPLATE

Project Title: RxConnect 071B3200052	**Estimated Period of Coverage:** 10/01/2016 through 12/31/2017
Requesting Agency: DHHS	**Date:** 8/9/2016
DTMB AS DHHS Project Manager: Kimberly Koppsch Woods	**Phone:** 517-241-3314
DHHS Project Manager: Sheryl Conway 517-373-6730	

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED:

The Michigan Department of Technology, Management and Budget (DTMB), and the Michigan Department of Health and Human Services (DHHS) (collectively referred to as "State" or "Client") is working with clients and hospitals to implement the RxConnect application which was chosen to track the medications a consumer is currently taking. This is a mission critical for the health care industry. Medication management is a team effort requiring collaboration between physicians, nurses and pharmacies. To provide safe and effective care, medication management software can assist with safe delivery of medications, and timely patient medication information to all providers involved in a person's treatment.

BACKGROUND:

There is a current contract with Netsmart (071B3200052) ("Netsmart", "Vendor", "Contractor", "NTST"). This contract has been used to implement an electronic health record (EHR) and billing system for the DHHS behavioral health hospitals (State Hospitals). The State intends to implement Netsmart's medication management system called RxConnect. The RxConnect system provides practitioners with real time clinical decision support, providing a critical safeguard against potential adverse drug events. With the RxConnect system, medications are easily reconciled and prescriptions can be sent electronically to outside retail or mail order pharmacies.

PROJECT OBJECTIVE:

The objective of this effort is to implement the RxConnect system to improve the way that medication is administered in State Hospitals by giving health care providers the tools that they need to succeed. The solution will be Netsmart hosted.

REQUIREMENTS:

RxConnect Pharmacy:

Medication Management:

- Utilize drug and allergy checking functions
- Print medication labels
- Review drug utilization
- Comprehensive medication database based on Micromedex Red Book. Includes monthly updates of clinical data
- Configure enterprise-wide medication master file
- Customize formulary differently for each facility
- Inventory Management with wholesaler integration

Order Filing and Processing:

- Electronic physician orders with Pharmacist verification
- Manage dispensing
- Drop billing files at pre-programmed time during the day
- High test limit allows pharmacists to provide info in EMAR to assist nurses
- Comment field available in the drug master to facilitate entry of complicated orders
- Update prices from wholesaler-provided order tracking features
- Track all orders via provided order tracking features
- Intervention modules to document communication

Patient Safety-Related Features:

- Calculate ideal body weight, dosing weight and body surface area using the system
- Review automatic listing of allergies and chronic diagnoses upon readmission
- Print patient education leaflets in multiple languages

- Include color-coded warnings to alert Pharmacist to possible interactions or other problems
- Customized & Reportable Medication Flagging
- Customized rules-based flagging on organizational policies and procedures
- Role-based user security controls

Reporting:

- Reporting capabilities include various parameters that allow the user to extract information regarding the following patient data: (1) clinical (2) administrative (3) financial (4) medication uses.

DELIVERABLES:

Deliverables will not be considered complete until the Agency and DTMB Project Managers have formally accepted them. Resources will work with DTMB Project Manager to define deliverables. Deliverables for this project may include:

Deliverable	Implementation Deliverable	Netsmart Deliverable Roles	Delivery Date	Costs
1	Initial Project Planning and preparation • Project Plan Document (Project Manager - $31,553) • Project Management Meeting Agenda Templates (Project Manager - $9,015) • Project Plan Change Requests Plan (Project Manager - $4,508) • Communication Plan (Project Manager - $13,523) • Change/Configuration Plan (Project Manager - $13,523) • Risk Management Plan (Project Manager - $18,028)	Project Manager Solution Architect Client Alignment Exec	60 days from Change Notice execution	$90,150.00

2	Project Kick off meeting • System Install & Accetance (Technical Analyst - $3,599) • Solution Review Status (Solution Analyst - $17,993) • Kickoff Meeting Agenda and Report (Solution Analyst – 16,793) • System Initial Configuration & Status (Solution Analyst - $37,185) • Solution Communications/interfaces & Document (Technical Analyst, Solution Analyst - $23,990) • Base Configuration Testing & Report (Solution Analyst - $20,390)	Practice Director Project Manager Solution Architect	45-60 days from deliverable 1	$119,950.00
3	Final Review and Validation • System Configuration & Status (Solution Analyst - $47,980) • Configuration Testing & Report (Solution Analyst - $23,990) • Configuration Documentation (Solution Analyst - $23,990) • Review/Validation of Configurations & Acceptance (Project Manager, Solution Analyst - $17,993) • Live Environment	Project Manager Solution Architect	30 days from deliverable 2	$119,950.00

	Promotions & Acceptance (Technical Solutions, Solution Analyst - $5,997)			
4	Go-Live Preparation • Verify Live Environment & Status (Solution Analyst - $12,310) • Go-Live Plan (Technical Solutions, Solution Analyst - $18,465) • Risk Mitigation Review & Plan (Project Manager, Project Director, Solution Analyst - $12,310) • Go-Live Checklist Creation (Project Manager - $18,465)	Project Manager Solution Architect	45 days from deliverable 3	$61,550.00
5	Integration Testing • Integration Testing Plan & Creation (Project Manager, Solution Analyst - $8,757) • Unit to Integration Testing Plan (Project Manager, Solution Analyst - $5,838) • Integration/Interface Testing & Report (Solution Analyst - $36,488) • Testing Results Review(s) & Issue Status (Project Manager, Solution Analyst - $14,595) • Testing Signoff (Project Manager, Solution Analyst - $7,297)	Project Manager Solution Architect	30 days from deliverable 4	$72,975.00
6	Completion of Go Live • Verify Final Live	Project Manager Solution Architect	45 days from deliverable 5	$89,925.00

	Environment & Status (Solution Analyst - $8,993) • Go-Live Checklist Readiness & Report (Project Manager, Solution Analyst - $22,481) • Risk Mitigation Items Review/Completion (Practice Director, Project Manager, Solution Analyst - $17,985) • Go-No Go Decisions & Acceptance (Practice Director, Project Manager, Solution Analyst - $4,496) • Go-Live Checklist Completion (Project Manager, Solution Analyst - $35,970)			
7	Post Go Live Review and Validation • Post Go Live Review & Report(Project Manager, Solution Analyst - $11,313) • Post Go Live – Sytem Validation & Report– end users (Practice Director, Project Manager, Solution Analyst - $9,050) • Post Go-Live Support & Report (Project Manager, Solution Analyst - $24,887)	Project Manager Solutions Architect Practice Director Client Alignment Exec	60 days from Go Live	$45,250.00
		Total		**$599,750.00**

NOTE: Implementation Deliverables will be on a purchase order while additional products and services will be added to the Blanket Purchase Order (BPO), but will require a BPO release when and if the State is ready to utilize these products and services after the initial implementation.

Additional Optional Products and Services

Product/Service	Type	Costs	Frequency	Year One (Contract Year 4)	Year Two (Contract Year 5)
Additional Train the Trainer Course Per Facility	Professional Services	$54,000	One time		$54,000.00
Training as a Service	Subscription	$28,800.00	One time		$28,800.00
eLEarning-myLearningPoint (solutions + compliance and clinical libraries) 2000 AVATAR users	Professional Services	$84,000.00	One time		$84,000.00
eLearning-myLearningPointe (solutions training only) customized specifically for Michigan	Professional Services	$121,360.00	Annual		$121,360.00
RxScan Hardware @ qty 100	Hardware	$54,900.00	One time		$54,900.00
RxScan 1 year subscription	Subscription	$39,900.00	Annual		$39,900.00
RxScan Implementation and Training	Professional Services	$40,000.00	One time		$40,000.00
Perspective Upgrade (Batch Scanning License)	License	$10,000.00	One time		$10,000.00
Perceptive Annual Maintenance	Maintenance	$2,000.00	Annual		$2,000.00

Perceptive Training	Professional Services	$60,000	One time		$60,000.00
End User Training	Professional Services	$350,000	One time		$350,000.00
TOTAL		**$844,960.00**		**$0.00**	**$844,960.00**

SCOPE OF WORK/TASKS:

- Netsmart and State will devote sufficient resources and timely communication to the project in order to assure its reasonable success.
- New hardware, if required, will be delivered by the date required in the Project Schedule.
- State will use currently supported Crystal Professional version for all report development.
- State will provide sufficient resources as identified in the work breakdown structure of the project plan. Immediate resources are identified as Project Manager, Lead Project Pharmacist, Business Analyst, State staff to serve as trainers, subject matter experts.
- A training room will be available for the training sessions with working equipment and appropriate software loaded prior to the arrival of the Netsmart team if it is part of the planning and expectations for the project.
- Individuals scheduled to attend training will attend and participate in the entire session as defined by the agenda.
- Netsmart will share available recommended practices during the implementation.
- The project will be executed according to the event-based Netsmart Plexus Foundation Methodology as outlined below.
- Any usage of diagnosis and/or procedure code content that is utilized within the Netsmart solutions must be fully licensed by the client. Additionally, the client must provide proof of this licensing. This includes Micromedex content, CPT or DSM codes.
- No Data conversions will be provided. All orders to be stopped and manually entered.
- Plexus Events are designed to offer stop gates, points during the implementation project that require Client and Netsmart agreement that the Event was completed, prior to moving to the next Event. These stop gates include the following Events: Project Planning (Gate 1), Project Kickoff (Gate 2), Final Review & Validation (Gate 3), Go – Live Preparation (Gate 4), and Integration Testing (Gate 5).
- State will assign an individual who has authority and accountability for signing-off on each of the Plexus Gates and Monthly Status reports. This shall be a named individual.
- Netsmart will provide one central train-the-trainer training (generally administrative/IT) as part of Maintenance training

- Netsmart will provide one train-the-trainer session. The State will perform end-user training, unless otherwise elected by the State.
- State is responsible for customized training materials. Netsmart will provide standard training manual.
- If the State elects Netsmart to perform end-user training:
    - Netsmart will provide training plan.
    - Netsmart will provide customized training materials.
    - A script, addressing the state's identified workflows, for end-user training, will be approved prior to training commencement.
    - End-User Training will occur over four weeks with two trainers.
    - A training assessment will be completed by end-users after training completion.
- If additional rollouts or phases are needed, an additional fee of $60,000 will be incurred via a change request process for each additional phase.

PLEXUS EVENTS, EXPECTATIONS & DELIVERABLES

The following section of this document details the main deliverables of the Client Implementation.

Sales to Operations Transition

Netsmart implementation services begin with a formal transition from the Netsmart Sales Team to the Netsmart Project Management Team. This thorough transition process ensures that the expectations set and project management scoped during the sales process is reviewed including all contract components, and operational flows gathered during the sales cycle.

Hardware Network OS/Installation

The client is responsible for providing the desktop hardware, operating system software, LAN/WAN network, and Internet connectivity upon which the licensed programs operate. Netsmart's engineers require the completion of a desktop hardware, network, and bandwidth survey prior to installation of any solutions. This ensures that all equipment and connectivity methods meet minimum application and performance requirements before Netsmart Technologies installs the programs.

Software Delivery and Installation

User documentation is delivered via FTP which describes the application and database organization.

Netsmart's system engineers install the solution on server system hardware within Netsmart's Plexus Cloud hosting environment. Netsmart will also assist the client in connecting to the hosting environment and connecting a subset of client workstations. Netsmart's Plexus Cloud installation will include:

- Loading the InterSystems Cache (for Avatar) or SQL (for TIER) database products needed by the application on all applicable servers

- Loading purchased Netsmart's Licensed Programs that make up the solution
- Testing the software to ensure access from the client workstations
- Training the customer on installing workstation software

Netsmart engineers will create and install Plexus Home, BUILD, TEST and LIVE environments for all applications purchased.

Project Planning:

The Client project team will be introduced and the team's responsibilities will be discussed. The Plexus Foundations implementation methodology is introduced and the different events within the methodology presented, outlining the objectives of each event and the roles and responsibilities of each member of the team. Additionally, project tools that will be used will be shown through demonstration and hands-on experience.

If purchased, Super User Solution web-based training courses are provided to up to 25 named Project Team users via the myLearningPointe (www.mylearningpointe.com) online platform. Individual user training access is distributed and available to Project Team users starting at the Project Kick Off Plexus Methodology event and concludes at initial Go Live event. Users will have unlimited access to the provided solution training courses during the implementation.

Objectives:

- Review project management principles
- Review event-based Netsmart Plexus Foundations methodology
- Provide hands on experience with solutions
- Introduction to tools to be used during the project
- Introduction to Starter Kit questions. The starter kit is a set of documents that prepare the business for gathering information to implement the solution and to prepare for configuration. For this project, there will be questions about medication ordering and dispensing processes and expectations for defaults and staff communications.
- Introduce Plexus Home & scripts
- Introduce myLearningPointe training classes (where applicable)
- Conduct project Planning Assessment (Gate 1)
- Plan for next event

Client Responsibilities:

- Identify Client project team and develop Client Staffing Plan
- Ensure correct Client personnel attends the Project Planning event
- Provide necessary facilities and equipment to support session if applicable
- Complete Starter Kit questions
- Complete myLearningPointe training classes (where applicable)
- Review and sign Communication Management, Change Management & Risk Management Plans

General Project Management

Active throughout the project lifecycle and fundamental to it is a monitoring and measurement process that consists of numerous cost and scope control, testing, quality assurance and acceptance activities. These ongoing activities are supplemented by critical control points, progress checkpoints, called Plexus Gates are included to ensure that the project cannot advance to the next phase until the required activities and acceptance factors are successfully met. The monitoring and measurement process employed by Netsmart Technologies ensures that projects are properly stewarded to both a time and cost budget. This critical process transcends across the entire project implementation process to help ensure on-time project completion within estimated cost parameters along with properly managed and approved schedule and scope changes.

- Status meetings & Project Status Reports
- Client signoff and acceptance letters
- Project plan change requests
- Product Change Requests
- Product Improvement Forms
- Plexus Gates

Project Kickoff

The Project Kickoff consists of three discreet activities:

1. Project Kickoff presentation
2. Workflow Assessment
3. Scope Review.

The project kickoff presentation gives the Client Executives, project sponsors and project leadership an opportunity to create excitement for the organization and the project as well as pass down key messages and expectations.

The scope review session includes breakout sessions led by SA's to review in detail the contract scope.

During the Workflow Assessment the Netsmart Solution Architect (SA) and Client departmental/solution representatives, which could include a combination of IT analysts, departmental heads and/or key stakeholders from that department, will walk through the departments to get an understanding of the Client's unique workflow and processes and how it aligns with Netsmart's recommended practices. The walkthrough will be facilitated using both the Starter Kit questions, having already been completed, as well as the Workflow Assessment which will serve as a framework for questions and documentation of the discussions that occurred during the assessment. During the Workflow Assessment portion of the event, the discussions are a continuation of the data collection started during Project Planning. The Solution Architect will provide a demonstration of basic departmental workflow, if applicable, providing context for additional design decisions to be made. This event will represent the culmination of data collection and design decisions leading to the building of a complete and functional system.

Client leaves the Project Kickoff event with assignments to be performed over the next several weeks. The assignments will be documented along with expected due dates and can be reviewed as a part of the Event Summary Document. The Netsmart project team will work with the Client to establish these deadlines and schedule conference calls to provide guidance and ensure the Client is on track.

Objectives:

- Conduct official project kickoff meeting
- Introduce Netsmart Solution Architects
- Review Starter Kit outstanding items
- Conduct Workflow Assessment
- Identify improvement opportunities
- Conduct scope review
- Identify project risks & scope concerns
- Present data collection materials
- Conduct Plexus Project Kickoff Assessment (Gate 2)
- Conduct integration discussions

- Discuss data collection materials
- Identify Policies & Procedures requiring change
- Review the event summary and sign-off
- Plan for next event

Client responsibilities:

- Deliver Project Kickoff presentation (with Netsmart leadership support)
- Complete Starter Kit questions prior to the event
- Complete any required data collection, following the event, by deliverable due dates
- Participate and provide feedback during departmental walkthroughs
- Participate in scope review discussions
- Provide knowledge of requested data and current departmental processes and workflow
- Identify Standard Operating Policies & Procedures for organization that will require change
- Make design decisions for future state processes
- Complete data collection assignments by defined due dates
- Identify process improvement opportunities
- Provide necessary facilities and equipment to support the event if applicable

Final Review & Validation

This event consists of three discrete parts: Final Review & Application Training, System Testing & Learning Plan discussions.

The Final Review discussion is intended to present the design decisions and data collection as it is now represented in the Clients completed system and confirm their accuracy. Additionally, as a part of Final Review, application training relevant to testing and training is delivered to the Client personnel.

The System Testing Session will be including a starter set of test scripts, examples upon which they can customize their own scripts, as well as instruction on testing principles, policies and procedures. During this session, there will also be discussion regarding the development of a Client testing strategy/plan for which the Client will be given a sample on which to build their own.

The Learning Plan session is included to help Clients develop a solid plan to ensure end-users will be effectively trained prior to go-live. This will be critical to the success of the project as well as adoption of the solutions. The plan will include training strategies, resource requirements, any required technologies and/or logistics, timelines, goals and objectives.

The same group of Clients that attended Solution Review should attend the Final Review & Validation event. Additionally, while it may be the same individuals, depending on your staffing plan, the event should also include any individuals who will be expected to conduct system testing and/or end-user training. It is recommended that trainers participate in testing. It affords them an opportunity to practice and become familiar with the system.

Objectives (Final Review)

- Provide in-depth demonstration of the solutions and build using the Client's domain
- Review and confirm design decisions and build
- Confirm the solution workflow
- Complete design process
- Provide hands-on solution training
- Conduct Plexus Final Design Assessment (Gate 3)
- Plan for next event

Objectives (System Validation)

- Provide training on test script development and testing concepts
- Begin development of Client-specific system test scripts
- Plan for next event

Objectives (Learning Plan Development)

- Conduct Learning Plan session
- Begin development on Learning Plan
- Plan for next event

Client responsibilities:

- Participate in Final Review & Validation event
- Provide appropriate resources to attend sessions
- Complete data collection assignments
- Validate design and build, configuration settings
- Signoff design decisions
- Customize sample test scripts to use during system and integration testing
- Customize sample training materials in preparation for end-user training
- Develop ongoing Learning Plan & execute against plan for end-user training

Go-Live Preparation

The Go-Live Preparation event is the official milestone to transition project ownership from the Netsmart project team to the Client. Solution and project management discussion are delivered during this week and focus, in preparation for go-live, on assessing the Client's knowledge of the system as well as preparing the Client for their training events and go-live. In the solution discussions, the Client trainers are expected to provide a live demonstration of the system back to the Netsmart project team to confirm their understanding of the system and to confirm they are prepared to effectively train the end-user population.

System Testing, while not complete, should be well underway. Netsmart Project Management will facilitate the event at the Client site, while the rest of the Netsmart project team participates via a conference call.

In addition to the above, during this event, the Client will receive training on how to maintain the system using Netsmart maintenance tools. The event includes training on commonly used maintenance activities, *not* design and build activities. After maintenance training, the Client is equipped to make changes, modifications and updates to their implemented system.

Client representatives who will maintain and support the production system should attend this event, although not always, this is commonly IT personnel.

Those attending the event should be the same as the Final Review and Validation attendees. Department heads and/or key departmental representatives should attend the solution activities along with the Client representative responsible for testing coordination.

Solution-Specific Activities & Objectives

- Client to demo system using the Client demo script exhibiting a clear understanding of the

solution functionality and departmental processes

- Understand open issues, escalate, and plan as appropriate
- Review completed training materials
- Review Go-Live Readiness Assessment
- Prepare Client representatives to make common data base updates
- Train Client to locate supporting documentation and to use the appropriate tools to manage system maintenance
- Educate Client on troubleshooting tools and techniques

Project Management Activities & Objectives

- Initiate ownership transition process
- Confirm system testing is in process, on track and scheduled for completion prior to Integration Testing
- Confirm and Finalize Integration Testing Plan if applicable
- Confirm Client policies and procedures have been updated
- Initiate Go-Live Planning
- Conduct Plexus Go-Live Preparation Assessment (Gate 4)
- Plan for next event

Client Responsibilities:

- Demonstrate understanding of system and departmental processes by leading a demonstration of the application
- Finalize Training Strategy/Plan
- Provide adequate training facilities
- Provide completed testing materials
- Schedule and perform end-user training
- Finalize Integration Testing scripts and Integration Testing Plan
- Confirm users will be trained and available for Integration Testing

- Confirm facilities and hardware is in place to support Integration Testing
- With the assistance of Netsmart, develop and own the Go-Live Plan
- Attend database maintenance training
- Learn the application tools needed to maintain the production system

Integration Testing

One round of Integration Testing will be conducted according to the Client's Integration Testing Plan. Integration Testing will be executed at the Client's site and will be led by the Client project management team with assistance from the Netsmart project team.

IT will allow the system testers to flow a complete patient experience, "a day in the life" of a patient, using the system including all involved, major workflow processes. This event also allows the Client to validate SOPs and end-user training prior to conversion.

Objectives

- Complete Integration Testing according to plan
- Confirm Go-Live preparedness
- Netsmart will maintain Integration Testing Issues Log
- Ensure all critical path issues have an action plan
- Provide testing report to include resolves and unresolved issues
- Conduct Plexus Go-Live Assessment (Gate 5)
- Plan for next event

Client responsibilities:

- Lead and direct integration testing activities
- Conduct application integrated testing
- Conduct operational testing
- Document integrated test results
- Troubleshoot and resolve testing issues
- Update issues list with any unresolved integration test findings

- Report test findings to Netsmart

Go-Live:

Go-Live is the event when solutions are moved into productive use by the end-user population. It will take place at the Client site, supported by both project teams. Netsmart support will include 3 days of onsite go-live support, and will include the Netsmart Project Manager and Netsmart application leads.

Objectives:

- Begin functional use of Netsmart solutions
- Transition support from Netsmart project team to the Client
- Gather and document feedback regarding project experience, including methodology & project team resources

Client responsibilities:

- Develop and complete go-live plan
- Confirm all systems, resources and 3rd parties are scheduled and prepared for go-live
- Conduct go-live plan meetings to outline plan for all solutions and users
- Execute go-live plan
- Document go-live issues

APPROVAL OF DELIVERABLES, IN GENERAL:

(a) All Deliverables (Physical Deliverables, Written Deliverables, and Service Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which will include the successful completion of Testing as applicable in Section 6.3, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed.

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State and Contractor receive the Deliverable and agree that the Deliverable is ready for use and, where applicable, Contractor has provided certification in accordance with Section 6.3(a).

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.
(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep any resulting Contract(s) in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the Contract(s) price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.
(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the testing or approval process.

PROCESS FOR APPROVAL WRITTEN DELIVERABLES:
The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work/Purchase Order following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES:
The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty- five (45) Business Days for a Service Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a

reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF PHYSICAL DELIVERABLES:
The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

ACCEPTANCE CRITERIA:

Resource will work with DTMB Project Manager to develop formal acceptance criteria. Acceptance criteria for this project may include, but are not limited to:

6. All deliverables included in the State's Project Management Methodology (PMM)
7. All deliverables included in the State's System Engineering Methodology (SEM)
8. All Deliverables will not be considered complete until DTMB Project Manager has formally accepted them
9. All Documentation must be complete and meet state standards
10. All System documentation must meet DTMB standards

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

4. **Accomplishments**: Indicate what was worked on and what was completed during the current reporting period.
5. **Upcoming Tasks**: Indicate tasks due within the next two weeks
6. **Issues and Risks:** Indicate any items that may post as a risk and the mitigation and any outstanding issues and the status.

SPECIFIC AGENCY STANDARDS:

Agency standards, if any, in addition to DTMB standards.

State of Michigan Project Management Methodology (PMM)

State of Michigan Systems Engineering Methodology (SEM)

PAYMENT SCHEDULE:

Payment will be made on a deliverables basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoices which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency Project Manager and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency Project Manager and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:
The DTMB Buyer for this project is:

Simon Baldwin - Michigan Department of Technology, Management and Budget

DTMB Purchasing Operations

517-284-6997

Email: baldwins@michigan.gov

DTMB/AGENCY RESPONSIBILITIES:

- DTMB will provide direction to vendor staff in regards to work effort and priorities.
- STATE will provided documented workflows for their business processes.
- STATE will provide telephone access for project-related calls originating from within the State's office.
- STATE will provide access to copying equipment for project-related documents.
- STATE will provide access to Facsimile equipment for items that are project related.
- STATE will provide computer hardware and software for consultants, *as deemed necessary*.
- STATE will identify and staff project team

- STATE will attend knowledge transfer sessions
- STATE will provide data collection
- STATE will conduct system testing
- STATE will provide a primary point of contact to serve as subject matter expert for end-user training
- STATE will conduct end-user training
- STATE plan & Staff Go-Live
- STATE will perform application management post Go-Live (table setup changes, user authorizations, tasks that can be accomplished with the provided solution tools)
- STATE will complete ongoing training post Go-Live

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

The location of work by Netsmart and Client staff identified in the detailed project schedule and Plexus event descriptions is work performed either on-site at Client location(s), at a Netsmart regional office or conducted remotely. A high-level outline for work location and Client responsibilities is provided below.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal work hours are eight (8) hours a day, forty (40) hours a week. Additional hours may be necessary based on business needs. These hours may vary and will be paid at the same base hourly rate. The State will not pay overtime.

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 5
to
CONTRACT NO. 071B3200052
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Netsmart Technologies, Inc	Joseph McGovern	jmcgovern@ntst.com
3500 Sunrise Hwy	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Great River NY, 11739	800-421-7503	*****0154

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Kimberly Koppsch Woods	(517)-241-3314	Koppsch-WoodsK@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Simon Baldwin	(517) 284-6997	BaldwinS@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Electronic Medical Business Record System			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 18, 2012	December 17, 2017	5 - 1 Year	December 17, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ Yes X No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐	N/A	☐	N/A	December 17, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$19,068,643.00	$ 542,588.48	$19,611,231.48		

DESCRIPTION: Effective March 1, 2016, the following Statement of Work (SOW) is hereby added to this Contract for Plexis Application Management Services (PAMS) support services and deliverables for myAvatar solutions, HL7 interface and Care Connect and the Contract value is increased by $542,588.48. Please note, the Program Manager has been changed to Kim Koppsch-Woods and the Contract Administrator has been changed to Simon Baldwin.
All other terms, conditions, specifications, and pricing remain the same, per Contractor and Agency agreement,

DTMB Procurement approval and State Administrative Board approval on March 1, 2016.

MICHIGAN DEPARTMENT OF TECHNOLOGY,

MANAGEMENT AND BUDGET AGENCY SERVICES SUPPORTING THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

CONTRACT CHANGE NOTICE NO. 5 STATEMENT OF WORK

Project Title: Contract No. 071B3200052 Plexus Application Management Services ("PAMS")	**Period of Coverage:** 3/1/2016-12/17/2017 fixed rate contract with 5 initial 1-year options available
Requesting Department: Department of Health and Human Services ("DHHS")	**Date:** 3/24/2016
DHHS Contract Administrator: Sheryl Conway	**Phone and Email:** (517) 373-6730 ConwayS@michigan.gov
DTMB Contract Administrator: Kimberly Koppsch-Woods	**Phone and Email:** (517) 241-3314 Koppsch-WoodsK@michigan.gov

This Attachment is made a part of Change Notice No. 5 ("Change Notice") to Contract No. 071B3200052 (the "Contract") between the State of Michigan ("State") and Netsmart Technologies, Inc. ("Netsmart" or "Contractor") effective as of the date set forth on the signature page of this Agreement. **NOW THEREFORE**, the Parties agree as follows:

1. SCOPE OF WORK AND DEFINITIONS

1.1 The recitals set forth above are incorporated into this Statement of Work ("SOW") by reference.

1.2 Any terms or concepts in this SOW that are not defined in the Contract are governed by their plain meaning.

1.3 **"Cases"** means any request for troubleshooting help, system build change, report writing or any other IT service in relation to this PAMS project.

1.4 **"Days"** means calendar day unless specifically stated otherwise in the Contract.

1.5 **"Good Faith"** means honesty in fact and the observance of reasonable commercial standards of fair dealing.

1.6 **"Michigan Department of Community Health", "Community Health", and "DCH**" in this Contract mean the Michigan Department of Health and Human Services. Under the recently effectuated State Executive Order No. 2015–4, the entities formerly known as the separate Michigan Department of Community Health ("MDCH" or "DCH") and the Michigan Department of Human Services ("MDHS" or "DHS") have merged to become one department named the Michigan Department of Health and Human Services ("MDHHS").

1.7 Contractor must provide PAMS services and deliverables remotely as outlined in the existing Statement of Work ("SOW") for the following applications:

a) myAvatar CWS;

b) myAvatar PM;

c) myAvatar eMAR;

d) myAvatar OE;

e) myAvatar Incident Tracking;

f) myAvatar eSIG;

g) myAvatar Document Management powered by Perceptive;

h) HL7 Interface; and

i) CareConnect.

2. PAYMENT TERMS

2.1 **Annual Basis.** Payment will be made on an annual flat rate basis. The annual number of end users must not exceed 1,200.

2.2 **Flat Rate.** The Parties agree that the figures from Year 1 through Option Year 5 have been negotiated at a flat rate and are not subject to any annual increases. The first year of this PAMS Project must be prorated from March 28, 2016 to December 17, 2016 for the First Billing Cycle. The First Billing Cycle amount is $241,313.48. The Second Billing cycle will be December 18, 2016 through December 17, 2017 at a cost of $301,275.

2.3 **Flat Rate for Option Years (If Utilized by the State).** The subscription will be renewable each calendar year on December 18, provided the option years are exercised by the State. If the State, in its discretion, chooses to exercise the option years for other Netsmart services covered under the Contract, it is under no obligation to also exercise option years for the PAMS project. The Option Year 1 (December 18, 2017-December 17, 2018) amount is $261,105. The Option Year 2 (December 18, 2018-December 17, 2019) amount is $261,105. The Option Year 3 (December 18, 2019-December 17, 2020) amount is $261,105. The Option Year 4 (December 18, 2020-December 17, 2021) amount is $261,105. The Option Year 5 (December 18, 2021-December 17, 2022) amount is $261,105.

Line Item	Year 1	Year 2	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
Period	3/28/2016-12/17/2016	12/18/2016-12/17/2017	12/18/2017-12/17/2018	12/18/2018-12/17/2019	12/18/2019-12/17/2020	12/18/2020-12/17/2021	12/18/2021-12/17/2022
Flat Rate Price	$241,313.48	$301,275.00	$261,105.00	$261,105.00	$261,105.00	$261,105.00	$261,105.00

2.4 **Discounted Pricing.** Contractor has provided additional discounts to State for these services. These discounts are provided based on consideration (other Contract/Change Notice projects both past and future) that are of mutual interest to the State and Contractor. The discounted pricing includes reductions from standard pricing based on these considerations. These discounts are unique to these specific services. The discounted pricing and related considerations do not waive any right of either Party under the existing Contract. The Parties reserve all rights and remedies under the Contract.

2.5 **Proration.** The State may immediately terminate this Agreement in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Agreement for convenience, the State will pay prorated PAMS Project annual fees, to the extent the funds are available.

3. CONTRACTOR'S SCOPE OF RESPONSIBILITIES

3.1 Contractor must provide PAMS for one production domain and one non-production domain for the applications.

3.2 Contractor must provide the following Services and Deliverables for the PAMS system:

a) **Application Management and Netsmart Support Team.** If the State personnel are unable to resolve a Netsmart application question or concern, Contractor must assist the State personnel with application help requests submitted through the Netsmart Portal.

i. **Tier I Technical Issues.** The State is responsible for answering technical calls and basic troubleshooting.

ii. **Tier II Technical Issues.** If an item cannot be addressed by State personnel, the State may choose to escalate the item to the Netsmart Application Management team (also known as "Netsmart Tier II") for advanced trouble-shooting, including but not limited to building changes and new report writing. Contractor will receive Client's request and work to resolution in accordance with the Service Level Objectives set forth herein.

iii. **Tier III Technical Issues.** If an issue cannot be timely addressed at the Application Management level, Netsmart will escalate it to the Netsmart Support Team (also known as "Netsmart Tier III") for advanced troubleshooting, including, but not limited to avatar knowledge and application enhancement requests. For Tier III issues, the Application Management team must create a Case for Netsmart Solution Support, but also keep the original Tier II Technical Issue/Ticket open until it is resolved. The State may, in its discretion, create cases for Netsmart Solution Support. Contractor will receive Client's request and work to resolution in accordance with the Service Level Objectives set forth herein.

b) **Full Resolution.** Contractor must fully resolve all questions or concerns submitted to the Application Management team and/or Help Desk.

c) **Case Support.** If a Netsmart system component is found to be defective, Contractor's Netsmart Solution Support and/or other approved resources must fully resolve the issue within the measured response time obligations set forth in the existing Contract.

3.3 The PAMS application will be delivered through remote connectivity to the State's system and network.

3.4 Unless otherwise mutually agreed by the Parties, Contractor must provide Netsmart PAMS on Monday through Friday between 8:00 a.m. and 5:00 p.m. Central Time excluding ten Netsmart holidays which will be announced at the beginning of each year (each a "Business Day").

3.5 Contractor must provide application maintenance services, which includes but is not limited to updating and amending application forms, reports and interfaces.

3.6 Contractor must create a Maintenance Plan that details the estimated work effort and estimated dates of delivery. The State must approve the Plan before configuration and development begin.

3.7 Contractor must monitor Netsmart Application usage and operational jobs on a daily basis to detect application defects or errors. Monitoring includes, but is not limited to, the detection of interface transactions, nightly data transfers, and standard application operations. If the Contractor detects any application issue as part of the monitoring process, Contractor must address the issue in either real time or through the Case process. Contractor monitoring must be performed in the production domain only.

3.8 Contractor must provide the State Contract Administrators with monthly status reports on any application defects or errors. Issues related to State-owned databases, hardware, or networks are outside the scope of this Contract.

3.9 Contractor will lead in the creation and execution of the following services and deliverables:

a) Provide application issue responses, which includes but is not limited to:

i. Perform a maximum of 60 advanced troubleshooting (PAMS-level) Cases each month.

ii. Coordinate work requests with Netsmart Technical Support as needed.

iii. Keep an Issue and Resolution Log of issues and resolution actions taken.

iv. Provide a monthly Issue and Resolution Log report to the State Contract Administrators.

b) Provide monitoring services, which includes but is not limited to:

i. Setup monitoring scripts and thresholds.

ii. Review monitoring alarms and confirm default actions.

iii. Provide a monthly report on alarms to the State.

iv. Provide the State Contract Administrators with a list of recommendations to insulate applications from additional alarms.

v. Network traffic between server and desktop devices at the switch/router and packet levels.

c) Provide application system optimization, which includes but is not limited to:

i. Execute quarterly application health checks.

ii. Provide the State Contract Administrators with quarterly recommendations to improve application health.

iii. After receiving a Help Desk ticket from the State, create application patches and releases.

iv. Perform QA testing on application system optimization.

v. Return all QA test results to the State Contract Administrators for review. The State will perform all UAT testing.

vi. After receiving written approval from the State, place live application patches and releases.

vii. Review recommendations within the Contract Change Control Process.

viii. Provide the State Contract Administrators with Netsmart's recommended settings for application system optimization.

d) Provide managed software maintenance, which includes but is not limited to:

i. Perform a maximum of 30 monthly maintenance changes.

ii. Contractor will participate in State Change Control meetings on a weekly basis where the State deems a change control process necessary to approve application change.

iii. Each maintenance change must not exceed 8 hours of estimated effort. If Parties mutually agree, multiple maintenance changes may be utilized for a single project.

iv. Provide the State with monthly recommendations for application changes.

v. Perform application changes as requested by the State.

vi. Performing QA testing on all application changes.

vii. Record and track all application defects in Change and Defect Logs. Provide the State Contract Administrators with a monthly copy of the Change and Defect Logs.

e) Write and develop 3 new application reports each month, which includes but is not limited to:

i. Assess State requests and document desired requirements.

ii. Link new reports to the necessary application component(s).

iii. Perform QA testing on all new reports.

iv. Conduct performance testing on all new reports.

v. Put new reports through the Contract Change Management Process.

3.10 The 60 PAMS-level advanced troubleshooting cases per month limitation is a 1:1 ratio model for advanced troubleshooting. The cases are all weighted equally and the State is solely responsible for setting the priority order of the work that Contractor must complete.

3.11 The 60-item case limit for PAMS-level advanced troubleshooting must be utilized with the written or spoken consent of State personnel, including, but not limited to the following resources:

i. DHHS Project Manager;

ii. DHHS Contract Administrator; or

iii. DTMB Contract Administrator.

3.12 A monthly progress report must be submitted by Contractor's Project Manager to the State Contract Administrators throughout the term of this Project. Each monthly progress report must include, but is not limited to the following:

a) **Accomplishments.** Indicate what was completed during the current reporting period. These include, but are not limited to the following Monthly Service Report items:

i. Reports on any application defects or errors

ii. Issue and Resolution Log report

iii. Alarms Report

iv. Recommendations for application changes

v. Change Log Reports

vi. Defect Log Reports

b) **Funds.** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the Project.

c) **Future Tasks.** Describe activities to be accomplished during the next reporting period.

d) **Issues.** Indicate major issues, risks, changes, real or perceived, and recommend resolutions.

3.13 The following table serves as a summary of responsibilities specific to the PAMS Project, but is by no means an exhaustive list of the Parties' respective obligations specified under the Contract and within this SOW.

Application Issue Response	State	Netsmart
Perform basic troubleshooting functions for the State Help Desk	x	
Document initial Cases	x	
Route Cases to the Contractor	x	
Call in or otherwise report technical issues to the Contractor	x	
Perform advanced troubleshooting		x
Resolve State-owned network and hardware-related issues	x	
Coordinate work as needed with Netsmart Technical Support (Netsmart Tiers II and II)		x
Document resolution		x
Daily Monitoring	**State**	**Netsmart**
Setup monitoring scripts and thresholds		x
Review monitoring alarms and perform default actions		x
Report monitoring alarms and confirm default actions to contractor	x	
Produce report on alarms		x
Reset State-owned appliances	x	
Provide recommendations to insulate from additional alarms		x
Application System Optimization	**State**	**Netsmart**
Execute quarterly health checks and provide recommendations		x
Review recommendations within the Change Control Process		x
Update system to approved settings		x
Perform UAT testing for application system optimization	x	
Perform QA testing for application system optimization		x
Maintenance of Managed Software	**State**	**Netsmart**
Request application changes	x	
Perform application change		x
Perform UAT testing for application maintenance changes	x	
Perform QA testing for application maintenance changes		x
Produce Change Log		x
New Report Development	**State**	**Netsmart**
Request reports and document desired end goal	x	
Create reports		x
Link report to needed application component(s)		x
Perform UAT testing for new reports	x	

Perform QA testing for new reports		x
Put Reports through the change management process		x

3.14 The following Service Level Objectives ("SLO") Metric Tables must be used to measure Contractor's expected response time based on Urgency (e.g. Patient Safety, Claims Submission failure) and Impact of an issue (percentage of End Users affected). The Response Times include the overall completion time to close an issue according to the Urgency and Impact level combination. Items S1 through S4 indicate severity of the issues and determine the Contractor's response and issue closure time, which is measured on a monthly basis.

3.15 The following items must be excluded from SLO resolution time calculations:

a) Any wait time accumulated due to State of Michigan personnel. This includes time spent waiting for a response or action for a given issue.

b) Circumstances beyond Netsmart's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, web server software, FTP Servers, or statistics) or inability to obtain supplies, or power used in or equipment needed for provision of services.

c) Acts or omissions by State of Michigan information technology personnel including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc.).

d) Documented Internet outages that hinder access to the State of Michigan PAMS account. Netsmart is not responsible for browser or DNS caching that may make the State of Michigan's site appear inaccessible when others can still access it.

e) Documented problems involving the use of a VPN or similar connections that are not exclusively within Netsmart's control at both ends of such connection and where the problem occurs in the part of the VPN which is not under Netsmart's control.

3.16 Contractor must satisfy the State's requests to the Netsmart Help Desk and the impacted End Users to provide a solution within the timeframes identified in Tables 1 and 2 below. The SLOs are calculated as the difference between the opened date of the Case in the Netsmart Portal and the closed date of the Case by the PAMS team within the Netsmart Portal.

Table 1: Minor-Immediate Service Levels

Table 2: Urgency Classifications by End User Impact

Service Level Categories	Resolution Time SLO
S1 - Immediate	90% within 1 business day of the Contractor's receipt of the State's request
S2 - High	90% within 2 business days of the Contractor's receipt of the State's request
S3 - Moderate	90% within 3 business days of the Contractor's receipt of the State's request
S4 - Minor	90% within 5 business days of the Contractor's receipt of the State's request

4. GENERAL PROVISIONS

End Users Impacted	Critical Urgency (Patient Safety Issues)	High Urgency (User unable to perform a function, no workaround available)	Medium Urgency (User unable to perform a function, workaround is available)	Normal Urgency (Cosmetic Changes, System Upgrade Requests)
67 – 100 % Users Impacted	(S1)	(S2)	(S3)	(S4)
34 – 66 % Users Impacted	(S1)	(S2)	(S3)	(S4)
1 to 33% Users Impacted	(S1)	(S3)	(S4)	(S4)
1 User Impacted	(S2)	(S4)	(S4)	(S4)

4.1 **State Contract Administrators.** The State Department of Technology, Management and Budget ("DTMB") and Department of Health and Human Services ("DHHS") Contract Administrators are as follows:

a) Kimberly Koppsch-Woods

DTMB Contract Administrator
Koppsch-WoodsK@michigan.gov
(517) 241-3314

b) Sheryl Conway

DHHS Contract Administrator
ConwayS@michigan.gov
(517) 373-6730

4.2 **Netsmart System Recommendations.** The State may, in its discretion, choose not to implement any of Netsmart's system recommendations described herein.

4.3 **Good Faith.** Each party must act reasonably and in good faith in performing duties and obligations under the Contract.

4.4 **Utilization of Additional Services and Deliverables.** This SOW does not constitute a commitment by the State to utilize any additional services. Utilization of additional services funds requires pre-approval of the State's DTMB Contract Administrator and must follow and established Project Change Request approval process. Hours listed above for onsite and remote by resources may be adjusted by written approval of the State DTMB Contract Administrator.

4.5 **Hours Outside of Netsmart's Business Day.** Any and all mutually agreed upon Contractor services performed outside of the Netsmart Business Day from 8 am to 5 pm CT during Monday through Friday, must be billed at Contractor's standard set rate. This includes any and all weekend or holiday hours.

4.6 **Entire Agreement**. This SOW, together with the existing Contract, constitutes the Parties' complete and exclusive statement regarding work requirements and procedures for the PAMS Project. Apart from the amendments made in this SOW specific to the PAMS project, all Contract terms and conditions must remain in full force and effect.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their duly authorized officers to execute this Agreement via a contract change notice signature page, which is incorporated herein by reference.

Form No. DTMB-3521 (Rev. 7/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4

to

CONTRACT NO. 071B3200052

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Netsmart Technologies, Inc.	Joseph McGovern	jmcgovern@ntst.com
3500 Sunrise Hwy	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Great River, NY 11739	800-421-7503	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DCH	Ferrante Jones	517-335-1277	Jonesf4@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	David Hatch	517-284-7044	hatchd@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Electronic Medical Business Records (EMBRS)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 18, 2012	December 17, 2017	5, 1-year	December 17, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$19,068,643.00	$44,896.00	$19,113,539.00		

DESCRIPTION: Effective September 15, 2015, this change notice allows for the updated subscription to the Diagnosis Content on Demand (ICD-10 and DSM-5). This contract is increased by $44,896.00 for per the attached Statement of Work and vendor quote #00025900 (only the Quote Summary, the Solution Summary, and the Recurring Fees sections are adopted into the contract; the terms and conditions listed on the quote are not adopted). Payment is broken downs as follows - April 1, 2015 to September 30, 2015 for $8,418.00; October 1, 2015 to September 30, 2016 for $16,836.00; October 1, 2015 to

September 30, 2016 for $16,836.00; and October 1, 2017 to December 17, 2017 for $2806.00. Contract Administrator is changed to David Hatch. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement and DTMB Procurement approval.

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK

Project Title: **ICD-10 and DSMV Subscription EMBRS Avatar**	**Period of Coverage:** **4/01/2015-12/17/2017**
Requesting Department: **Department of Community Health (DCH)**	**Date:** **07/07/2015**
Agency Project Manager: **Sheryl Conway**	**Phone:** **(517) 373-6730**
DTMB Project Manager: **Susan Nordyke**	**Phone:** **(517) 241-2925**

Brief Description of Services to be provided:
Contract Change Notice and Purchase Order release ton increase the scope and costs of the contract for the vendor to provide the first year (pro-rated) subscription for the ICD-10 and DSMV subscription for the EMBRS solution in support of the Department of Health and Human Services and the Electronic Medical Business Records (EMBRS) project. PO coverage dates: 4/01/2015-12/17/2017.

BACKGROUND:
Contract 071B3200052 between the State of Michigan (SOM), through the Department of Community Health and Department of Technolgy, Management & Budget (DTMB) with Netsmart Technology Corporation provides licensing, hosting, maintenance and professional services for the implementation of a solution that will provide an Electronic Medical Business Record System (EMBRS) that will integrate patient healthcare data from the five (5) State-operated Mental Health hospitals. The system will provide a common way for the hospitals to maintain and communicate patient information throughout the State. The implementation is to deploy a COTS application developed specifically for state psychiatric care and associated services billing as well as all medical, dental, inpatient and mental health services.

PROJECT OBJECTIVE:
To allow access through Avatar to the Diagnosis Content on Demand (ICD-10 and DSM-5).
On October 1, 2015, the industry will be moving to ICD-10 codes for diagnosis and Inpatient procedures. In addition, the American Psychiatric Association has recently released DSM-5 as a replacement to the current industry standard DSM-IV. The content included in this subscription will provide the necessary cross-mappings, updates and clinician friendly terms to manage the transition across the different diagnosis vocabularies.
The Diagnosis Content On Demand subscription service includes access to copyrighted DSM content for diagnosis's entry.

SCOPE OF WORK:
Netsmart Technologies Corporation will provide the State of Michigan with a subscription for the Diagnosis Content on Demand (ICD-10 and DSM-5).

DELIVERABLES:
A first year pro-rated subscription for the Diagnosis Content on Demand (ICD-10 and DSM-5). Per the quote provided by Netsmart, the first year is prorated from the Execution Date to September 30 of the same year ("First Billing Cycle"). The subscription will be renewable on October 1 for each subsequent calendar year. The pro-rated first year is April 1, 2015 – September 30, 2015. Recurring October 1 thereafter: $16,836.

- Charges for Hosting, PaaS, SaaS and subscription services are payable on the Execution Date. The initial charges for tl Demand will be for the period from the Execution Date to September 30 of the the same year ("First Billing Cycle"), and for each subsequent calendar year.

ACCEPTANCE CRITERIA:
Acceptance criteria as defined in Contract NO. 071B3200052.

SPECIFIC DEPARTMENT STANDARDS:
None

PAYMENT SCHEDULE:
Payment will be made on deliverables and all invoices will include purchase order basis in accordance to the revised Cost table attached. DTMB will pay CONTRACTOR upon receipt of properly completed invoices which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Contracts area will coordinate obtaining Agency Project Manager and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency Project Manager and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:
The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:
The designated DTMB Project Manager is:

Susan Nordyke
Business Relationship Manager
Michigan Department of Technology Management and Budget (DTMB)
Customer Services – Department of Community Health (DCH)
300 East Michigan Avenue, Chandler Building
Lansing, MI
Phone: 517-241-2925
Fax: 517-373-3720
NordykeS@michigan.gov

The designated MDCH Project Manager is:

Sheryl Conway
Lewis Cass Building
320 S. Walnut Street, Lansing, MI 48913
Phone: 517-373-6730
E-mail: conways@michigan.gov

AGENCY RESPONSIBILITIES:
Per approved contract, 071B3200052 describes agency responsibilities.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:
Refer to approved contract 071B200052 for expected work location.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime pay will be permitted.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
to
CONTRACT NO. 071B3200052
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Netsmart Technologies, Inc.	Joseph McGovern	jmcgovern@ntst.com
3500 Sunrise Hwy	TELEPHONE	CONTRACTOR #, MAIL CODE
Great River, NY 11739	(800) 421-7503	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DCH	Ferrante Jones	(517) 335-1277	JonesF4@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-335-5306	zukerw@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Electronic Medical Business Records (EMBRS)**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 18, 2012	December 17, 2017		December 17, 2017
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		Dec. 17, 2017

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$0.00	$19,068,643.00

Effective 9/12/2014, the myPOV Observer application is hereby added for up to 91 iPADS to this contract according to the attached Statement of Work (SOW) and amendment agreement. This amendment will utilize $18,440.00 previously approved within the contract; with an additional expenditure of up to $4,500.00 per month ($171,000.00 for the balance of the current contract term) for the full suite of Netsmart POV applications to be added on up to 75 additional iPADS (commencing in the month the application was provided per device). All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, and the approval of DTMB Procurement.

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK

Project Title: **myPOV Observer Solution Implementation CCN**	**Period of Coverage:** **08/25/14 – 08/24/15**
Requesting Department: **Department of Community Health (DCH)**	**Date:** **1/24/2014**
Agency Project Manager: **Cynthia Kelly**	**Phone:** **517-335-0263**
DTMB Project Manager: **Jeff Haskell**	**Phone:** **517-335-5040**

Brief Description of Services to be provided:
PO release for Vendor to provide a subscription to the myPOV Observer solution and implementation services for a five year period to the Department of Community Health and the Electronic Medical Business Records (EMBRS) project. PO coverage dates: 08/25/14 – 08/24/15.

BACKGROUND:
Contract 071B3200052 between the State of Michigan (SOM), through the Department of Community Health and Department of Technolgy, Management & Budget (DTMB) with Netsmart Technology Corporation provides licensing, hosting, maintenance and professional services for the implementation of a solution that will provide an Electronic Medical Business Record System (EMBRS) that will integrate patient healthcare data from the five (5) State-operated Mental Health hospitals. EMBRS has been implemented. The system provides a common way for the hospitals to maintain and communicate patient information throughout the State..

PROJECT OBJECTIVE:
MDCH would like to purchase the iPad myPOV Observer application, and associated implementation services available from the Vendor to capture Observation notes. These notes will sync up with the Avatar Electronic Medical Records solution already purchased.

SCOPE OF WORK:

A. myPOV Observer is hereby added to the Contract Agreement as a subscription software solution for a 5 year period commencing July 15, 2014 through July 14, 2019.
   MyPOV Observer Subscription Software adds functionality to support team based integrated care through the extension of the Licensees current behavioral health, substance abuse, social service or public health Care Record solutions provided for under the Agreement. The appropriate technology environment required for use of this solution will be determined during the start of the implementation.

B. MDCH is hereby granted a subscription license for up to 91 iPads at no charge. Implementation for the myPOV application on up to 91 iPads is $18,440.

C. In addition, at any time during the term of this Amendment MDCH may license the full suite of Netsmart's POV applications for up to 75 additional iPads at a rate of $60 per month per device. Netsmart agrees to waive the implementation fee for these additional devices up to 75 iPads.

TASKS:
No technical support is required for this off-the-shelf application.
.
DELIVERABLES:
Deliverables will not be considered complete until the Agency Project Manager has formally accepted them.

Deliverables for this project include:

1) 91 MyPOV iPad Licenses at no charge.
2) Implementation and training services at a total cost of $18,440.

ACCEPTANCE CRITERIA:
Acceptance criteria as defined in Contract NO. 071B3200052.

PROJECT CONTROL AND REPORTS:
A monthly progress report (per the approved contract) must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each progress report must contain the following:

- **Planned Tasking:** Describe activities to be accomplished during the next reporting period.
- **Accomplishments**: Indicate what was worked on and what was completed during the current reporting period.
- **Issues/Risks:** Indicate major issues/risks/changes, real or perceived, in relation to the scope of this SOW, and recommend resolutions.

SPECIFIC DEPARTMENT STANDARDS:
Agency standards, if any, in addition to DTMB standards.
NONE

PAYMENT SCHEDULE:
Payment will be made on deliverables and all invoices will include purchase order basis in accordance to the revised Cost table attached. DTMB will pay CONTRACTOR upon receipt of properly completed invoices which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Contracts area will coordinate obtaining Agency Project Manager and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency Project Manager and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

SOM will issue separate Statements of Work to the Contractor for any work requested that use the reserve bank of hours and the Contractor will provide a written price proposal to SOM for approval prior to any work commencement. Actual funding for reserve bank of hours may occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project. Reserve Bank of Hours is non-binding and will be used at the State's discretion to determine best value to the State.

EXPENSES:
The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:
The designated Agency Project Manager is:

Cynthia Kelly
Department of Community Health
Bureau of Hospitals, Centers, and Forensic Services
Lewis Cass Building – 5th Floor
320 South Walnut
Lansing, MI 48913
Phone - 517-335-0263
Fax Number - 517-335-4077

MarkP@michigan.gov
The designated DTMB Project Manager is:

Jeff Haskell
DTMB/Agency Services for DCH
Application Development
Chandler Plaza/ 1st Floor
300 East Michigan Ave.
Lansing, MI 48933
Phone Number - 517-335-5040
Fax Number - 517-241-7743
HaskellJ@michigan.gov

AGENCY RESPONSIBILITIES:
Per approved contract, 071B3200052 describes agency responsibilities.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:
Refer to approved contract 071B200052 for expected work location.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime pay will be permitted.

AMENDMENT #3 TO CONTRACT NO. 071B3200052
DATED DECEMBER 18, 2012 (THE "AGREEMENT")
BETWEEN
NETSMART TECHNOLOGIES, INC. ("NETSMART")
AND
THE STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET PROCUREMENT ("CLIENT")

Effective July 15, 2014 (the "Amendment Effective Date"), the Agreement is hereby amended as follows:

Capitalized terms not defined in this Amendment shall have the same meaning as set forth in the Agreement.

1. PURPOSE / JUSTIFICATION:

The purpose of this Amendment is to provide Client with a subscription to the myPOV Observer solution offered by Netsmart for a 5 year period.

2. AMENDMENT ACTIONS:

D. *myPOV Observer is hereby added to the Agreement as a subscription software solution for a 5 year period commencing July 15, 2014 through July 14, 2019.*

MyPOV Observer Subscription Software adds functionality to support team based integrated care through the extension of the Licensees current behavioral health, substance abuse, social service or public health Care Record solutions provided for under the Agreement. The appropriate technology environment required for use of this solution will be determined during the start of the implementation.

E. *Client is hereby granted a subscription license for up to 91 iPads at no charge. Implementation for the myPOV application on up to 91 iPads is $18,440.*

F. *In addition, at any time during the term of this Amendment Client may license the full suite of Netsmart's POV applications for up to 75 additional iPads at a rate of $60 per month per device. Netsmart agrees to waive the implementation fee for these additional devices up to 75 iPads.*

G. *Attachments included in this Amendment:*
- *Schedule A – Pricing and Payment Terms*
- *Schedule B – Scope of Work*

This Amendment together with the Agreement represents the entire agreement of the parties. In the event of any conflict between the terms of this Amendment, and the Agreement, the terms of this Amendment shall control.

Except as set forth herein the Agreement between NETSMART and CLIENT shall remain unchanged and in full force and effect.

CLIENT:	**THE STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET PROCUREMENT**	**Netsmart Technologies Inc.**
By:		By:
	_____ (Authorized Signature)	_____ (Authorized Signature)
	_____ (Authorized Person's Name)	_____ (Authorized Person's Name)
	_____ (Title)	_____ (Title)
	_____ (Date)	_____ (Date)

Schedule A – Pricing and Payment Terms

Solution	Charges and Payment Terms
myPOV application subscription for up to 91 iPads	Subscription charge waived for the period July 15, 2014 through July 14, 2019
Implementation service fee of the myPOV application for up to 91 iPads	$18,440 due upon Amendment execution
Optional:	
Full suite of Netsmart's POV applications for up to 75 additional iPads during the term of this Amendment	$60 per month per device (commencing the same month in which the application is provided to Client)

Schedule B – Scope of Work

1. Purpose

The purpose for this statement of work is to outline the requirements and deliverables for the implementation and project management of the Client's Implementation. The scope is based on the latest generally available software release, project timeline, and use of Plexus Foundations implementation methodology, Plexus Home content and recommendations. The details of the scope of services are included below.

2. Project Duration

The following project start and end dates are estimates, and are subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation of such implementation. Netsmart requires a minimum of sixty (60) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities. The overall duration of this project, based on the scope of work detailed herein is expected to be 2 months. Additional services may be applicable for any project where the duration is in excess of 12 months.

3. Scope of Services

MyPOV	Scope of Services
Netsmart's myPOV Suite is a comprehensive solution that integrates with the CareRecord offering a complete suite of apps to meet your needs. The functionality is delivered with seamless integration between the CareRecord desktop user interface and iPad-based MyPOV workflow. The myPOV Suite with Avatar includes the following applications: • Vitals • Observer • Dashboard (Optional)	

4. Assumptions

- Netsmart will devote sufficient resources and timely communication to the project in order to assure its success.
- Client provide iPads, Wi-Fi access and other device equipment
- Client will provide resources as identified in the work breakdown structure of the project plan.
- A remote training session will be available for the training sessions with working equipment and appropriate software loaded or documentation will be provided to the client.
- When available, Netsmart will provide recommended practices.
- Client resources will travel to the designated event location for identified events in the Netsmart Plexus Foundations Methodology.

5. Location of Work & Client Responsibilities

All activities below will be performed remote and at a higher level than a typical implementation, and is subject to change. The implementation for the myPOV Suite should only take 20 implementation hours.

6. Plexus Events, Expectations & Deliverables

The following section of this document details the main deliverables of the Client Implementation.

6.1 Sales to Operations Transition

Our implementation services begin with a formal transition from our Sales Team to our Project Management Team. This thorough transition process ensures that the expectations set and project management scoped during the sales process is reviewed including all contract components, and operational flows gathered during the sales cycle.

6.2 Hardware Network OS/Installation

If Client Hosted:
The Client will allow appropriate access by Netsmart associates to Care Record system for configuration, testing and implementation.

Netsmart's engineers require the completion of a hardware/network survey prior to installation of any solutions. This ensures that all equipment meets application and performance requirements before Netsmart Technologies installs the programs.

If Netsmart Hosted:
The client is responsible for providing the desktop hardware, operating system software, LAN/WAN network, and Internet connectivity upon which the licensed programs operate.
Netsmart's engineers require the completion of a devices, hardware, network, and bandwidth survey prior to installation of any solutions. This ensures that all equipment and connectivity methods meet minimum application and performance requirements before Netsmart Technologies installs the programs.

6.3 Solution Delivery and Installation

Netsmart's system engineers install the solution web services on the system hardware/server:

- MyPOV web services
- Testing the software to ensure access from the Client devices
- Training the customer on basic operation tasks related to system configuration and setup.
- Training the customer on installing device module from the app store

Netsmart engineers will install on the TEST and LIVE environments for solution purchased.
If Netsmart Hosted:
User documentation is delivered via Netsmart's client wiki site which describes the application and.
Netsmart's system engineers install the solution on server system hardware within Netsmart's Plexus Cloud hosting environment. Netsmart will also assist the client in connecting to the hosting environment and connecting a subset of client devices. Netsmart's Plexus Cloud installation will include:

- Loading database products needed by the application on all applicable servers for myEvolv
- Testing the software to ensure access from the client workstations
- Training the customer on installing device module from the app store

Netsmart engineers will install TEST and LIVE environments for all solution purchased.

6.4 Project Planning

The Project Planning Event is an opportunity to begin preparing your project team. The Client project team will be introduced and the team's responsibilities will be discussed. The Plexus Foundations implementation methodology is introduced and the different events within the methodology presented, outlining the objectives of each event and the roles and responsibilities of each member of the team. Additionally project tools that will be used will be shown through demonstration and hands-on experience.

Objectives:

- Review project management principles
- Provide hands on experience with solutions
- Introduction to tools to be used during the project
- Conduct Plexus Project Planning Assessment (Gate 1)
- Plan for next event

Client Responsibilities:

- Identify Client project team and develop Client Staffing Plan
- Ensure correct Client personnel attends the Project Planning event
- Provide necessary facilities and equipment to support session

6.5 General Project Management

Active throughout the project lifecycle and fundamental to it is a monitoring and measurement process that consists of numerous cost and scope control, testing, quality assurance and acceptance activities. These ongoing activities are supplemented by critical control points, progress checkpoints, called Plexus Gates are included to ensure that the project cannot advance to the next phase until the required activities and acceptance factors are successfully met. The monitoring and measurement process employed by Netsmart Technologies ensures that projects are properly stewarded to both a time and cost budget. This critical process transcends across the entire project implementation process to help ensure on-time project completion within estimated cost parameters along with properly managed and approved schedule and scope changes.

- Status meetings & Visit Summary Status Reports (optional)
- Client signoff and acceptance letters
- Project plan change requests
- Solution Enhancements to be given to Product Management
- Plexus Gates

6.6 Project Kickoff

The Project Kickoff consists of three discreet activities: Project Kickoff presentation, Workflow Assessment and Scope Review.
The project kickoff presentation gives the Client Executives, project sponsors and project leadership an opportunity to create excitement for the organization and the project as well as pass down key messages and expectations.
The scope review session includes breakout sessions led by SA's to review in detail the contract scope.
During the Workflow Assessment the Netsmart Solution Architect (SA) and Client departmental/solution representatives, which could include a combination of IT analysts, departmental heads and/or key stakeholders from that department, will walk through the departments to get an understanding of the Client's unique workflow and processes and how it aligns with Netsmart's recommended practices. The walkthrough will be facilitated using both the Starter Kit questions, having already been completed, as well as the Workflow

Assessment which will serve as a framework for questions and documentation of the discussions that occurred during the assessment.

Objectives:

- Conduct official project kickoff meeting
- Identify project risks & scope concerns
- Present data collection materials
- Conduct Plexus Project Kickoff Assessment (Gate 2)
- Plan for next event

Client responsibilities:

- Co-deliver Project Kickoff presentation (with Netsmart leadership support)
- Complete any required data collection, following the event, by deliverable due dates
- Participate and provide feedback during workflow assessment
- Participate in scope review discussions
- Provide necessary facilities and equipment to support the event

6.7 Solution Review

The discussions during this event are a continuation of the data collection the Client has already provided leading up to Solution Review. The Solution Architect will provide a demonstration of basic solution workflow, providing context for additional design decisions to be made. This event will represent the culmination of data collection and design decisions leading to the building of a complete and functional system.
The Solution Review event requires the attendance of end-user/departmental representatives trusted and empowered to make design decisions. These representatives should have a solid understanding of the workflow in their area of expertise and will be expected to interact accordingly with others within the department to gain access to answers as will be necessary.
Client leaves the Solution Review event with assignments to be performed over the next several weeks. The assignments will be documented along with expected due dates and can be reviewed as a part of the Event Summary Document. The Netsmart project team will work with the Client to establish these deadlines and schedule conference calls to provide guidance and ensure the Client is on track.

Objectives:

- Demonstrate recommended system workflow in Client system
- Conduct integration discussions
- Identify Policies & Procedures requiring change
- Review the event summary and sign-off
- Plan for next event

Client Responsibilities:

- Participate in the Solution Review event
- Provide knowledge of requested data and current departmental processes and workflow
- Identify Standard Operating Policies & Procedures for organization that will require change
- Complete data collection assignments by defined due dates
- Identify process improvement opportunities

6.8 Final Review & Validation

This event consists of three discrete parts: Final Review & Application Training, System Testing & Learning Plan discussions.
The Final Review discussion is intended to present the design decisions and data collection as it is now represented in the Clients completed system and confirm their accuracy. Additionally, as a part of Final Review, application training relevant to testing and training is delivered to the Client personnel. This is really a Train-The-Trainer type session designed to prepare your trainers & testers to conduct testing and begin preparing to do end-user training (relative to the Learning Plan).
The same group of Clients that attended Solution Review should attend the Final Review & Validation event. Additionally, while it may be the same individuals, depending on your staffing plan, the event should also include any individuals who will be expected to conduct system testing and/or end-user training. It is recommended that trainers participate in testing. It affords them an opportunity to practice and become familiar with the system.

Objectives (Final Review)

- Provide in-depth demonstration of the solutions and build using the Client's domain
- Review and confirm design decisions and build
- Confirm the solution workflow
- Complete design process
- Provide hands-on solution training (Train the Trainer)
- Review user role-based testing scenarios
- Plan for next event

Client responsibilities:

- Participate in Final Review & Validation event
- Provide appropriate resources to attend sessions
- Customize sample training materials in preparation for end-user training

6.9 Go-Live Preparation

The Go-Live Preparation event is the official milestone to transition project ownership from the Netsmart project team to the Client. Solution and project management discussion are delivered during this week and focus, in preparation for go-live, on assessing the Client's knowledge of the system as well as preparing the Client for their training events and go-live. In the solution discussions, the Client trainers are expected to provide a live demonstration of the system back to the Netsmart project team to confirm their understanding of the system and to confirm they are prepared to effectively train the end-user population.
System Testing, while not complete, should be well underway. Netsmart Project Management will facilitate the event at the Client site, while the rest of the Netsmart project team participates via a conference call.
Those attending the event should be the same as the Final Review and Validation attendees. Department heads and/or key departmental representatives should attend the solution activities along with the Client representative responsible for testing coordination.

Solution-Specific Activities & Objectives

- Understand open issues, escalate, and plan as appropriate
- Review completed training materials
- Review Go-Live Readiness Assessment

Project Management Activities & Objectives

- Initiate ownership transition process
- Confirm system testing is in process, on track and scheduled for completion prior to Integration Testing
- Finalize Integration Testing Plan
- Initiate Go-Live Planning
- Plan for next event

Client Responsibilities:

- Demonstrate understanding of system and departmental processes by leading a demonstration of the application
- Finalize Training Strategy/Plan
- Provide adequate training facilities
- Provide completed testing materials
- Schedule and perform end-user training
- Finalize Integration Testing
- Confirm users will be trained and available for Integration Testing
- Confirm facilities and hardware is in place to support Integration Testing
- Develop and own the Go-Live Plan

6.10 Integration Testing

One round of Integration Testing will be conducted.. Integration Testing will be executed at the Client's site and will be led by the Client project management team with assistance from the Netsmart project team.
IT will allow the system testers to flow a complete user experience based upon provided role-based scenarios using the system including all involved, major workflow processes. This event also allows the Client to validate SOPs and end-user training prior to conversion.

Objectives

- Complete Integration Testing according to plan
- Confirm Go-Live preparedness
- Ensure all critical path issues have an action plan
- Plan for next event

Client responsibilities:

- Lead and direct integration testing activities
- Conduct application integrated testing
- Conduct operational testing
- Document integrated test results
- Troubleshoot and resolve testing issues
- Update issues list with any unresolved integration test findings

6.11 Go-Live:

Go-Live is the event when solutions are moved into productive use by the end-user population. It will take place at the Client site, supported by both project teams. Netsmart support will include the first 3 days following go-live and will include the Netsmart Project Manager onsite along with remote support from the Netsmart Delivery Consultants/Analysts.

Objectives:

- Begin functional use of Netsmart solutions
- Transition support from Netsmart project team to the Client
- Gather and document feedback regarding project experience, including methodology & project team resources

Client responsibilities:

- Develop and complete go-live plan
- Confirm all systems, resources and 3rd parties are scheduled and prepared for go-live
- Conduct go-live plan meetings to outline plan for all solutions and users
- Execute go-live plan

6.12 Post-Go-Live Review

The purpose of Post-Go-Live Review is to gauge end-user satisfaction, understand current utilization of the solutions, and discuss process and solution issues. As a part of the review, which includes a series of interviews, observations, recommendations are made on how to optimize design, build and general use of the system in order to take advantage of all that the solution has to offer as well as ascertain potential design enhancements. Additionally, this process provides a view to solution capabilities and additional benefits that are available to your organization, allowing for more effective planning for system and process optimization and project phases. The Post-Conversion Review will be conducted at the Client site by a Solution Architect and is to be conducted 60 to 90 days following conversion.

Objectives:

- Conduct Post-Go-Live Review interviews
- Interview Client using Post-Go-Live Review template
- Gather and document feedback regarding end-user and organizational satisfaction
- Identify critical process workflow enhancement concerns
- Gather feedback regarding system adoption
- Hold & document conversations for continued relationship opportunities, planning needs & optimization
- Develop short and long term action plans
- Deliver Post-Go-Live Executive Summary
- Plan for optimization

Client responsibilities:

- Provide answers to Post-Go-Live review questions
- Plan for optimization

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2

to

CONTRACT NO. 071B3200052

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Netsmart Technologies, Inc.	Joseph McGovern	jmcgovern@ntst.com
3500 Sunrise Hwy	TELEPHONE	CONTRACTOR #, MAIL CODE
Great River, NY 11739	(800) 421-7503	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DCH			
BUYER	DTMB	Whitnie Zuker	517-335-5306	zukerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: **Electronic Medical Business Records (EMBRS)**			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 18, 2012	December 17, 2017		December 17, 2017
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		Dec. 17, 2017
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
$1,664,496.00		$19,068,643.00		

Effective December 17, 2013, this contract is hereby INCREASED by $1,664,496.00. Contract agreement was originally approved by State Ad Board in the amount of $15,941,817.00. Actual cost of contract awarded was to be $17,606,313.00. This change notice will add funds to cover the cost difference to support the contract.

In addition, the contract has been updated to reflect changes made to the following deliverables within the REVISED - Attachment 9 – Cost Table at no additional charge:

Current deliverables:

51		Itemized Billing Interface	Contractor will deliver Itemized Billing Interface	$16,155
52		State Billing Interface	Contractor will deliver State Billing Interface	$16,155
63		Itemized Billing Interface Test Report	Contractor will deliver Itemized Billing Interface Test Report	$10,770
64		State Billing Interface Test Report	Contractor will deliver State Billing Interface Test Report	$10,770

Updated deliverables:

51		Priority 1 Report A & B	Contractor will deliver a report to replace the State of Michigan legacy reports C42074-01 & C42011-01	$16,155
52		Priority 1 Report C	Contractor will deliver a report to replace the State of Michigan legacy report 42019-01	$16,155
63		Priority 1 Report D	Contractor will deliver a report to replace the State of Michigan legacy report 42E30-01	$10,770
64		Priority 1 Report E	Contractor will deliver a report to replace the State of Michigan legacy report 65310-01	$10,770

Please also note that the buyer is changed to Whitnie Zuker. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, the approval of DTMB Procurement and the approval of the State Administrative Board on December 17, 2013

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

October 29, 2013

CHANGE NOTICE NO. 1
to
CONTRACT NO. 071B3200052
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Netsmart Technologies, Inc.	Joseph McGovern	jmcgovern@ntst.com
3500 Sunrise Hwy	TELEPHONE	CONTRACTOR #, MAIL CODE
Great River, NY 11739	(800) 421-7503	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DCH			
BUYER	DTMB	Joe Kelly	517-373-3993	kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: **Electronic Medical Business Records (EMBRS)**			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 18, 2012	December 17, 2017		December 17, 2017
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		Dec. 17, 2017
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
$1,462,330.00		$16,462,330.00		
Effective October 29, 2013, this contract is hereby INCREASED by $1,462,330.00, per the attached revised pricing. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency				

agreement, the approval of DTMB Procurement and the approval of the State Administrative Board on October 29, 2013.

REVISED - Attachment 9 – Cost Table

License Payment Schedule1							
Item No.	**Software**	**Description**	**Quantity**	**License Amount**	**Description**	**Original Amount**	**Additional Amount**
1	Plexus Cloud Integration Toolkit	Plexus Hosting toolkit provides the integration and configuration routines for the automation, patching and governance of the hosted systems in the environment.. Uptime System Monitoring Toolkit - This toolkit provides the configurations, scripts and notifications for managing and monitoring the performance of the hosted solution. Netsmart Cloud Dashboard - This portal tool provides the ability to review information which includes real-time reports on utilization. Note: The Netsmart Hosting Utility Libraries will be hosted by Contractor as part Contract. Upon payment for the Utility Libraries and at the conclusion of the hosting agreement or any defined contract hosting term, SOM will have the right to use the Utility Libraries in their own hosting environment or alternative hosting environment.	1	$284,940.00	The license will be made available upon contract execution and payable net 45 days pursuant to 2.044.c (Invoicing and Payment).	$284,940.00	$0.00
2	Avatar Base System	Required for all Hospitals • Avatar RADplus • Avatar Web Services • Avatar Extract Utility • Avatar Interfaces	1	$1,318,125.00	The license will be made available upon contract execution and payable net 45 days pursuant to 2.044.c (Invoicing and Payment).	$1,318,125.00	$0.00
3	Avatar PM	• Avatar Admit/Discharge/Transfer • Avatar Scheduling • Avatar Charge Capture • Avatar Billing	1	$98,800.00	Invoiced date of 9/1/2013 net 45 days pursuant to 2.044.c (Invoicing and Payment).	$98,800.00	$0.00

			1	$90,750.00	Invoiced date of 11/1/2013 net 45 days pursuant to 2.044.c (Invoicing and Payment).	$0.00	$90,750.00
			2	$379,100.00	Invoiced date of 12/1/2013 net 45 days pursuant to 2.044.c (Invoicing and Payment).	$197,600.00	$181,500.00
			2	$379,100.00	Invoiced date of 3/30/2014 net 45 days pursuant to 2.044.c (Invoicing and Payment).	$197,600.00	$181,500.00
4	Avatar CWS	• Avatar Treatment Planning & Notes • Avatar Document Management • Avatar Incident Tracking • Avatar e-Signature	1	$173,800.00	Invoiced date of 9/1/2013 net 45 days pursuant to 2.044.c (Invoicing and Payment).	$173,800.00	$0.00
			2	$347,600.00	Invoiced date of 6/30/2014 net 45 days pursuant to 2.044.c (Invoicing and Payment).	$347,600.00	$0.00
			2	$347,600.00	Invoiced date of 6/30/2014 net 45 days pursuant to 2.044.c (Invoicing and Payment).	$347,600.00	$0.00
5	Avatar OE	• Avatar Order Entry for Non-Medication Orders	1	$86,400.00	Invoiced date of 9/1/2013 net 45 days pursuant to 2.044.c (Invoicing and Payment).	$86,400.00	$0.00
			2	$172,800.00	Invoiced date of 6/30/2014 net 45 days pursuant to 2.044.c (Invoicing and Payment).	$172,800.00	$0.00
			2	$172,800.00	Invoiced date of 6/30/2014 net 45 days pursuant to 2.044.c (Invoicing and Payment).	$172,800.00	$0.00

6	CareConnect	Allows the clinical data sharing among consumers, providers and other entities such as Health Information Exchanges (HIEs) and Regional Health Information Organizations (RHIOs). Providers for the creation/transfer of the Continuity of Care Document (CCD) and interfacing with external lab providers.	1	$254,560.00	Invoiced date of 12/1/2013 net 45 days pursuant to 2.044.c (Invoicing and Payment).	$254,560.00	$0.00
7	Avatar CFMS	• Avatar CFMS (Client Funds Management System)	1	$40,000.00	Invoiced date of 11/1/2013 45 days pursuant to 2.044.c (Invoicing and Payment).	$0.00	$40,000.00
			2	$80,000.00	Invoiced date of 12/1/2013 net 45 days pursuant to 2.044.c (Invoicing and Payment).	$0.00	$80,000.00
			2	$80,000.00	Invoiced date of 3/30/2014 net 45 days pursuant to 2.044.c (Invoicing and Payment).	$0.00	$80,000.00
Total				**$4,306,375.00**		**$3,652,625.00**	**$653,750.00**

Notes:
[1] – The license payment schedule is based on a 20 month project schedule beginning in 1/1/2013 with all user acceptance testing completed by 7/1/2014 (18 months) and all hospitals in production by 9/1/2014 to meet the 10/1/2014 required completion date.

Optional Items. Contractor will provide optional modules to the SOM at the prices shown the Licensed Products attachment. These modules were not required by the RFP. If the State chooses this option, license, services, maintenance and hosting costs will be added to the contract pursuant to the terms of the Agreement.

Third Party Licenses. Third party licensing cannot be done as a site or facility license (see below). Third party licensing fees are provided on a concurrent user model. Additional third party license fees would be required based on an increase in the number of users.

Facility Licenses. The licensing model proposed is a facility license rather than a site license. The license cost assumes the sites included are 5 hospitals. If SOM adds additional users to a facility described in this RFP, there is no additional Netsmart license fee (except for third party licenses as described above). Additional license fees are incurred when adding facilities.

Use of COTS. Netsmart's COTS products should be utilized as much as possible. Netsmart assumes that, to the extent possible, existing COTS functionality shall be fully leveraged, rather than configured or customized to meet requirements of the RFP or State business processes.

Common Hospital Configuration. Netsmart assumes the State will deploy the Netsmart software across all 5 State hospitals using substantially the same configuration and workflows. This assumes the State will use common clinical and billing practices including assessments, intake data, progress notes, treatment plans, Netsmart Views/Widgets, reports and data. We understand that the State manages different populations of clients and therefore have included the following in our pricing (below). Divergence from the standards would be subject to change control.

- 3 additional 5 page assessments per program
- 3 additional note types per program
- 5 additional reports per program

Note that the State has the ability to add/enhance the common configuration without Netsmart's assistance. This is a feature of the solution.

Vendor Staff Work Location. Netsmart assumes the State will provide space for up to three vendor staff at the State location during pre-scheduled onsite meetings. Netsmart also assumes that conference room space for staff collaboration will be provided by the State.

Vendor Staff Availability. Netsmart has provided a skilled and experienced slate of staff in its proposed project team organization. This slate of staff is presently identified for participation in the project; but some substitutions may be required between now and project start. Netsmart assumes the State will permit the substitution of equivalently trained and capable staff in the event one or more proposed staff are no longer available for the anticipated project role after contract award.

Staff Availability and Accessibility. Netsmart assumes the State will provide a project manager (PM), and appropriate staff representing both business and IT functions.

State Single Point of Contact. Netsmart assumes the State will provide a single point of contact for sign off on deliverables and this sign-off / approval will apply to all the State stakeholders. This will help to streamline the sign-off process.

State Contract Administrator. Netsmart assumes the State will appoint a Contract Administrator who will review and approve invoices, payments, and adjustments to invoices and payments within agreed timeframes.

Timely Review & Approval. Netsmart assumes the State Project Manager and other State personnel will review and approve deliverables in a timely manner as agreed to in the project schedule.

State Timely Completion of Tasks. Netsmart assumes the State staff will complete their project tasks in a timely manner to keep the project on schedule.

Project Communications with External Agencies. Netsmart assumes the State will coordinate and provide necessary communications with internal and external agencies on behalf of the project team.

Hardware, LAN/WAN/ Networking. Netsmart assumes State IT and/or the State will provide, exclusive of the core environments Netsmart provided for in our Price Proposal, the necessary hardware, operating systems, database software, security/malware software, network infrastructure and bandwidth to support the application. For a State-hosted implementation, Netsmart assumes the State will provide a storage system (SAN) to which the Netsmart proposed environments will attach. If this is not the case, Netsmart's hardware will need to be updated to include SAN storage.

Performance Latency. Netsmart assumes our application's performance requirements exclude time delays attributable to network latency, beyond the vendor's control.

Capacity Planning Exercise. Netsmart has recommended a hardware configuration based on its understanding of the RFP requirements, using past experience enterprise systems implementations. However, a capacity planning exercise will be conducted at an appropriate time, early in the project life cycle, involving Netsmart, State IT and other required State representatives to determine final infrastructure requirements and configurations to effectively create the host environment needed for the system at State facilities or at Netsmart facilities as appropriate.

Training Materials. Netsmart assumes that training materials will be printed by the State. No additional costs have been incorporated for providing paper copies of training materials. Netsmart is open to providing paper copies of training materials and can further discuss during post-RFP review discussions.

Professional Services Payment Schedule1						
Item No.	**SOW Ref.**	**Deliverable**	**Deliverable Description**	**New Deliverable Amount**	**Current Deliverable Amount**	**Additional Billing Amount**
1		**Project Planning and Management**				
2		Project Plan	Contractor will provide the following Project Plan reports.			
3		Communication Plan		$33,532	$33,532	$0
4		Risk Plan		$30,738	$30,738	$0
5		Staffing Plan		$13,972	$13,972	$0
6		Test Plan (Draft)		$34,464	$34,464	$0
7		Training Plan (Draft)		$102,452	$102,452	$0
8		Conversion Plan (Draft)		$27,943	$27,943	$0
9		Project Schedule	Contractor will provide a project schedule in Microsoft Project.	$69,858	$69,858	$0
10		Project Team Training	Contractor will providing training for the SOM project team.	$14,745	$14,745	$0
11		Project Kickoff Assessment Report	Contractor will provide an assessment report following the project kickoff.	$5,589	$5,589	$0
12		Project Status Reporting	Status reports will be provided as described in the Statement of work.			
13		Report 1		$14,156	$14,156	$0
14		Report 2		$14,156	$14,156	$0
15		Report 3		$14,156	$14,156	$0
16		Report 4		$14,156	$14,156	$0
17		Report 5		$14,156	$14,156	$0
18		Report 6		$14,156	$14,156	$0
19		Report 7		$14,156	$14,156	$0
20		Report 8		$14,156	$14,156	$0
21		Report 9		$14,156	$14,156	$0

22		Report 10		$14,156	$14,156	$0
23		Report 11		$16,341	$14,156	$2,185
24		Report 12		$16,341	$14,156	$2,185
25		Report 13		$16,341	$14,156	$2,185
26		Report 14		$16,341	$14,156	$2,185
27		Report 15		$16,341	$14,156	$2,185
28		Report 16		$16,341	$14,156	$2,185
29		Report 17		$16,341	$14,156	$2,185
30		Report 18		$16,341	$14,156	$2,185
31		Report 19		$16,341	$14,156	$2,185
32		Report 20		$16,343	$14,158	$2,185
37		**Project Design**				
38		Requirements Review Report	Contractor will provide a report describing the outcome of the requirements review conducted with the SOM.	$78,655	$56,806	$21,849
39		Requirements Traceability Matrix	Contractor will provide a requirements traceability matrix linking state requirements to Contractors software functional areas.	$185,714	$142,016	$43,698
40		Business Workflow Document	Contractor will provide basic workflow graphics depicting the workflows for the security roles that will be setup in the system.	$56,806	$56,806	$0
41		Use Case Updates	Contractor will update existing state use cases.	$37,871	$37,871	$0
42		Configuration Specifications	Contractor will provide configuration specifications for forms, widgets and reports that will be required as an outcome of the requirements review/gap process	$112,156	$94,677	$17,479
43		Development Specifications	Contractor will provide development specifications for forms, widgets and reports that will be required as an outcome of the requirements review/gap process	$110,699	$110,699	$0
44		Interface Specifications	Contractor will provide interface specifications for the Pharmacy, Itemized Billing and State Billing Interfaces.	$16,155	$16,155	$0
45		**Project Construction**				

46		**Phase I**				
47		Configured Forms	Contractor will deliver configured forms & widgets.	$214,676	$184,087	$30,589
48		Configured Reports	Contractor will deliver configured reports.	$87,954	$70,475	$17,479
49		System Build	Contractor will deliver a system build (all validation, translation, setup tables completed)	$50,981	$37,871	$13,110
50		Pharmacy Interface	Contractor will deliver Pharmacy Interface.	$16,155	$16,155	$0
51		Itemized Billing Interface	Contractor will deliver Itemized Billing Interface	$16,155	$16,155	$0
52		State Billing Interface	Contractor will deliver State Billing Interface	$16,155	$16,155	$0
53		**Phase II**				
54		Configured Forms	Contractor will deliver configured forms & widgets.	$119,661	$97,812	$21,849
55		Configured Reports	Contractor will deliver configured reports.	$62,016	$48,906	$13,110
56		**Project Testing**				
57		Test Plan (Final)		$90,150	$68,301	$21,849
58		**Phase I**				
59		Unit Test Report	Contractor will deliver a Unit Test Report describing the Unit test results performed on the configuration and development items.	$167,685	$132,726	$34,959
60		Performance Test Report	Contractor will deliver a Performance Test Report.	$79,865	$66,755	$13,110
61		User Acceptance Test Report	Contractor will deliver User Acceptance Test Report	$212,652	$177,693	$34,959
62		Pharmacy Interface Test Report	Contractor will deliver Pharmacy Interface Test Report	$21,540	$21,540	$0
63		Itemized Billing Interface Test Report	Contractor will deliver Itemized Billing Interface Test Report	$10,770	$10,770	$0
64		State Billing Interface Test Report	Contractor will deliver State Billing Interface Test Report	$10,770	$10,770	$0
65		**Phase II**				
66		User Acceptance Test Report	Contractor will deliver a Unit Test Report describing the Unit test results performed on any Phase II configuration items.	$66,666	$53,556	$13,110

67		**Project Data Conversion**				
68		**Phase I**				
69		Conversion Plan (Final)	Contractor will deliver a final data Conversion Plan	$103,339	$81,490	$21,849
70		DCH Court Tracking Conversion Test Report	Contractor will deliver a report describing the test data conversion for the DCH Court Tracking Data.	$54,340	$54,340	$0
71		DCH Open Cases Conversion Test Report	Contractor will deliver a report describing the test data conversion for the DCH Open Cases Conversion.	$38,404	$38,404	$0
72		DCH Court Tracking Conversion Report	Contractor will deliver a report describing the final data conversion for the DCH Court Tracking Data.	$86,944	$86,944	$0
73		DCH Open Cases Conversion Report	Contractor will deliver a report describing the final data conversion for the DCH Open Cases Conversion.	$51,205	$51,205	$0
73b		DCH Financial Conversion Report	Contractor will deliver a report describing the final data conversion for the DCH Financial Conversion.	$26,219		$26,219
74		**Phase II**				
75		DCH Open Cases Conversion Test Report	Contractor will deliver a report describing the test data conversion for the DCH Open Cases Conversion.	$25,603	$25,603	$0
76		DCH Open Cases Conversion Report	Contractor will deliver a report describing the final data conversion for the DCH Open Cases Conversion.	$38,404	$38,404	$0
76b		DCH Financial Conversion Report	Contractor will deliver a report describing the final data conversion for the DCH Financial Conversion.	$17,479		$17,479
77		**Project Implementation**				
78		**Phase I**				
79		Training Plan (Final)	Contractor will provide final training plan.	$27,082	$13,972	$13,110
80		Training Trainers Report	Contractor will provide a report describing the results of the trainer training.	$120,280	$120,280	$0
81		Post Go-Live Support	Contractor will provide 5 days post go-live support.	$35,943	$22,833	$13,110
82		**Phase II**				
83		Training Trainers Report	Contractor will provide a report describing the results of the trainer training.	$77,619	$60,140	$17,479
84		Post Go-Live Support	Contractor will provide 5 days post go-live support.	$18,770	$10,032	$8,738

85		**Final Acceptance**				
86		Final Acceptance	The total line item amount will be payable upon Final Acceptance as stated in Article 2.	$827,279	$718,033	$109,246
87		**Reserve Bank of Hours**				
88		Reserve Bank2		$2,137,500	$2,137,500	$0
Total				**$6,166,582**	**$5,620,352**	**$546,230**

Notes:

[1] – The services payment schedule is based on an 20 month project schedule beginning in 1/1/2013 with all user acceptance testing completed by 7/1/2014 (18 months) and all hospitals in production by 9/1/2014 to meet the 10/1/2014 required completion date.

[2] – SOM will issue separate Statements of Work to the Contractor for any work requested that use the reserve bank of hours and the Contractor will provide a written price proposal to SOM for approval prior to any work commencement. Actual funding for reserve bank of hours may occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project. Reserve Bank of Hours is non-binding and will be used at the State's discretion to determine best value to the State.

Maintenance and Support Payment Schedule						
Monthly Maintenance and Support Fees by Module1						
Item No.	**Software**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
1	Plexus Cloud Integration Toolkit	Included with Hosting	Included with Hosting	Included with Hosting	Included with Hosting	Included with Hosting
2	Avatar Base System	$35,537.00	$36,561.00	$37,848.00	$39,180.00	$40,559.00
3	Avatar PM [1]	$2,719.00	$2,797.00	$2,895.00	$2,997.00	$3,102.00
3b	Avatar PM [1, 3]	$4,046.00	$4,046.00	$4,046.00	$4,046.00	$4,046.00
4	Avatar CWS	$4,775.00	$4,913.00	$5,086.00	$5,265.00	$5,450.00
5	Avatar OE/eMAR Initial	$2,369.00	$2,437.00	$2,523.00	$2,612.00	$2,704.00
6	CareConnect	$6,811.00	$7,007.00	$7,254.00	$7,509.00	$7,773.00
7	Avatar CFMS [2, 3]	$1,784.00	$1,784.00	$1,784.00	$1,784.00	$1,784.00
Average Monthly Total		**$58,041.00**	**$59,545.00**	**$61,436.00**	**$63,393.00**	**$65,418.00**
Monthly Maintenance and Support Fees						
Item No.	**Month**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
1	Month 1	$52,211.00	$53,715.00	$61,436.00	$63,393.00	$65,418.00
2	Month 2	$52,211.00	$53,715.00	$61,436.00	$63,393.00	$65,418.00
3	Month 3	$52,211.00	$53,715.00	$61,436.00	$63,393.00	$65,418.00
4	Month 4	$52,211.00	$59,545.00	$61,436.00	$63,393.00	$65,418.00
5	Month 5	$52,211.00	$59,545.00	$61,436.00	$63,393.00	$65,418.00
6	Month 6	$52,211.00	$59,545.00	$61,436.00	$63,393.00	$65,418.00
7	Month 7	$52,211.00	$59,545.00	$61,436.00	$63,393.00	$65,418.00

8	Month 8	$52,211.00	$59,545.00	$61,436.00	$63,393.00	$65,418.00
9	Month 9	$52,211.00	$59,545.00	$61,436.00	$63,393.00	$65,418.00
10	Month 10	$52,211.00	$59,545.00	$61,436.00	$63,393.00	$65,418.00
11	Month 11	$52,211.00	$59,545.00	$61,436.00	$63,393.00	$65,418.00
12	Month 12	$58,984.00	$66,003.00	$67,337.00	$68,698.00	$70,089.00
Total		**$633,305.00**	**$703,508.00**	**$743,133.00**	**$766,021.00**	**$789,687.00**
Grand Total						**$3,635,654.00**

Notes:
[1] – Maintenance years are each one year terms that begin on the Effective Date and after 12 months. Maintenance & Support Services are automatically renewed on an annual basis at the costs shown in the table above unless SOM gives Contractor written notice of termination not less than thirty (30) days prior to the next renewal data, or in accordance with other provisions of this Agreement. Maintenance may be renewed yearly for allowed option years (beyond the five shown in the table) in accordance with other provisions of this Agreement.
[2] – The monthly amount has been rounded to remove cents. The 12th month amount will be adjusted to balance the annual total.
[3] – The 12th month amount has been adjusted to align the annual amount with the annual RFP amount.
[4] – For option years, the annual cost will be determined by the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care or 4%, whichever is higher and in accordance with other provisions of this Agreement.

Contract Change Notice 1 Notes:

1 - The monthly amount for Avatar PM billing ($4,046.00 first year monthly) will not begin until after three months from the date of the contract amendment that adds Avatar PM Billing.
2 - The monthly amount for Avatar CFMS ($1,784.00 first year monthly) will not begin until after three months from the date of the contract amendment that adds Avatar CFMS.
3 -The monthly amount for the additional Avatar PM and Avatar CFMS does not include any anticipated annual increase. Any increase in these line items will be calculated by the contract terms and those calculated amounts will be used for final invoicing.

Hosting Payment Schedule						
Monthly Hosting Service Fees						
Item No.	**Month**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
1	Month 1[1]	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
2	Month 2	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
3	Month 3	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
4	Month 4	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
5	Month 5	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
6	Month 6	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
7	Month 7	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
8	Month 8	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
9	Month 9	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
10	Month 10	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
11	Month 11	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
12	Month 12[2]	$23,680.00	$59,912.00	$72,006.00	$127,557.00	$130,170.00
Hosting Total		**$284,138.00**	**$719,010.00**	**$864,094.00**	**$1,530,739.00**	**$1,562,051.00**
Grand Total		**$4,960,032.00**				

Notes:
1 – Hosting is a five year term at the costs shown above that begins on the Effective Date and ends after 60 months in accordance with other provisions of this Agreement. Hosting may be renewed for allowed option years in accordance with other provisions of this Agreement.
2 – The monthly amount has been rounded to remove cents. The 12th month amount will be adjusted to balance the annual total.
3 – The 12th month amount has been adjusted to align the annual amount with the annual RFP amount

Form No. DTMB-3522 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

December 20, 2012

CONTRACT NO. 071B3200052
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Netsmart Technologies, Inc.	Joseph McGovern	jmcgovern@ntst.com
3500 Sunrise Hwy	TELEPHONE	CONTRACTOR #, MAIL CODE
Great River, NY 11739	(800) 421-7503	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DCH			
BUYER:	DTMB	Joe Kelly	517-373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: Descriptive Contract Title (Not always the same language as provided in MAIN)

Electronic Medical Business Records (EMBRS)

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	December 18, 2012	December 17, 2017	
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ YES ☒ NO

MINIMUM DELIVERY REQUIREMENTS:

N/A

MISCELLANEOUS INFORMATION:

N/A

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$15,941,817.00

Form No. DTMB-3522 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B3200052

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Netsmart Technologies, Inc.	Joseph McGovern	jmcgovern@ntst.com
3500 Sunrise Hwy	TELEPHONE	CONTRACTOR #, MAIL CODE
Great River, NY 11739	(800) 421-7503	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DCH			
BUYER:	DTMB	Joe Kelly	517-373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: Descriptive Contract Title (Not always the same language as provided in MAIN)

Electronic Medical Business Records (EMBRS)

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	December 18, 2012	December 17, 2017	
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ YES ☒ NO

MINIMUM DELIVERY REQUIREMENTS:

N/A

MISCELLANEOUS INFORMATION:

N/A

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$15,941,817.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #071I2200177**. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.**

FOR THE CONTRACTOR:	FOR THE STATE:
Netsmart Technologies, Inc.	
Firm Name	Signature
	Greg Faremouth, IT Division Director
Authorized Agent Signature	Name/Title
	DTMB Procurement
Authorized Agent (Print or Type)	Enter Name of Agency
Date	Date

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Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (SOM), through the Michigan Department of Community Health (DCH), and with the assistance of the Michigan Department of Technology, Management, and Budget (DTMB), has issued this contract to procure a a Meaningful Use certified Electronic Medical Business Record System (EMBRS) that will serve the SOM's five psychiatric hospitals operated by DCH. The EMBRS will be a Contractor hosted web-based Commercial-Off-The-Shelf (COTS) package to replace the manual health and business record keeping system at DCH.

This initiative may be expanded to all SOM Agencies including the Department of Military and Veterans Affairs (DMVA) two (2) long-term care homes for Veterans in a future phase. The vendor will be asked to submit a proposed established solution currently being utilized within a long-term skilled nursing care environment within a government setting that meets federal regulatory requirements to include, Resident Assessment Instrument/Minimum Data Set (MDS), Centers for Medicare and Medicaid Services (CMS), The Department of Veterans Affairs (VA) and the Health Insurance Portability and Accountability Act (HIPAA) to be reviewed. Services for any expanded work are dependent upon mutually agreed upon statement(s) of work between the Contractor and the State of Michigan. Once agreed to, the Contractor must not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract.

The proposed solution will interface with the identified set of systems, applications, and databases annotated in Section 1.104 of this contract.

This contract represents the first phase of a plan to replace technologically outdated systems and manual records with a consolidated state-of-the-art EMBRS. In future phases, The State plans to extend functionality to mobile devices and to enhance functionality so that task schedules, checklists, and due dates may be systematically managed. Implementing such a solution will enable the State to leverage newer technology and common system functionality, and it will also provide the State with the ability to share information across its business units.

This project includes planning, configuration, and implementation of the hosted EMBRS COTS solution. Implementation will include data migration, training, testing, operational services, ongoing maintenance and technical support.

1.002 BACKGROUND

DCH is responsible for health policy and management of the state's publicly-funded health service systems. Mental health services are provided for people with a mental illness or a developmental disability.

Services are made available to consumers primarily through contracts with Community Mental Health Services Programs (CMHSPs) and Prepaid Inpatient Health Plans (PIHPs). These programs provide community-based behavioral and mental health services and support to persons with mental illness, developmental disabilities, and addictive disorders throughout Michigan. The CMHSPs are expected to serve more than 220,000 children and adults this year.

In addition, the department operates three adult state psychiatric hospitals for persons who have mental illnesses, one children's psychiatric center, and the state's Center for Forensic Psychiatry. The facilities are located in Caro, Kalamazoo, Westland, Northville, and Saline.

Caro Center

Caro Center provides services to 150 adults with severe mental illness. The mission is to provide an appropriate range of active inpatient psychiatric treatment services. Divisions of specialized care are identified to meet ongoing treatment needs that reflect multiple medical and psychiatric diagnoses. Interdisciplinary Teams are available to provide ongoing care, support and treatment. A Psychosocial Rehabilitation program adding structure and routine to the patient's daily schedule as well as educational, recreational and therapeutic work activities are offered.

Kalamazoo Psychiatric Hospital

Kalamazoo Psychiatric Hospital has capacity to serve 205 patients with severe mental illness. Therapeutic Services are consumer and family centered. Treatment focusses on increasing the ability to deal with challenges and recovery is emphasized. The hospital serves an adult population of individuals who are eighteen year of age or older.

Walter P. Reuther Psychiatric Hospital

This 210 bed facility serves adult patients who are older than 18 years of age. The range of treatment services offered include psychology, nursing, social work, general medicine, education, activity therapy (e.g., music therapy, recreation therapy, occupational therapy), and pastoral care. Walter Reuther Psychiatric Hospital accepts Medicare and Medicaid patients.

Hawthorn Center

Hawthorn Center has capacity for 118 patients. Inpatient psychiatric services are provided to children and adolescents. More than 30,000 children and their families have received services since the facility opened in 1956. This facility is also a training site for child psychiatric residents, psychology interns, as well as students in social work, special education, and nursing.

Center for Forensic Psychiatry

The 210 bed facility employs approximately 500 staff members. Staff members provide diagnostic services to the criminal justice system and psychiatric treatment for criminal defendants adjudicated incompetent to stand trial and/or acquitted by reason of insanity. Approximately 4,000 diagnostic evaluations are performed each year for the criminal courts and 250 court-ordered admissions are processed.

The new DCH EMBRS is expected to run on hardware that leverages the capabilities of current technology and software in order to simplify, streamline and improve the overall efficiency and effectiveness of the systems used to support DCH's regulatory functions. It is expected that this will reduce overall processing time, reduce staff overhead required to support the system, reduce operating costs, increase overall functionality, and provide for better care and access to information for the customers served by DCH.

Approach

The project goal is to implement a solution that will provide an EMBRS for the five State-operated Mental Health hospitals operated by DCH The system will provide a common way for the hospitals to maintain and communicate patient information throughout the State. The implementation is to deploy a COTS application developed specifically for state psychiatric care and associated services billing as well as all medical, dental, and inpatient services. The application should utilize web services to ensure interoperability with future components, reliability, security, and performance.

System Design Principles

The EMBRS must adhere to the following general design principles:

- The EMBRS solution will be a COTS package hosted either by the contractor. The technological infrastructure and architecture of the selected solution will set the standard for future phase efforts.
- Data must be shared with appropriate industry-specific national, federal, and third party databases.
- The system must provide electronic submission of documents and reports.
- The system must create operational efficiencies by reducing manual processes.
- The system must ensure data integrity by:
  - Allowing authorized Agency users to correct, reverse, or delete erroneous transactions and to correct previously entered data.
  - Providing data entry screens that utilize drop down options containing lists of allowable values based on the data being entered.
  - Providing data verification checks before records are created or updated.
- The system must be designed to respond efficiently to changing regulatory and market conditions.
- System upgrades must support SOM specific customization.
- The system must ensure the security and confidentiality of its information as defined by State and Federal standards.
- The proposed solution must be able to share data with external systems.

Specific requirements can be found in the Functional Requirements (Attachment 6).

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

This contract is for an EMBRS that is a contractor-hosted, COTS solution(s) for use by State employees, SOM contractors, and external entities and organizations (trusted 3rd parties) as defined in this agreement. The solution defined by this contract will be comprised of the acquisition of necessary software, hardware (as/if necessary), and services for a COTS implementation.

This project consists of the following scope:

- Initiation and Planning
- Requirements Definition and Validation
- Design
- Construction
- Testing
- Implementation
- System Hosting
- Training
- System Maintenance and Support Services
- Warranty
- Reserve Bank of Hours

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Article 1 below.

1.102 OUT OF SCOPE

The intent of this phase of the overall project is not to retrofit/replace all existing Agencies business components/functions. Subsequent phases of the Agencies initiative may be addressed once the EMBRS is operational.

The following are out of the scope of this Request for Proposal:

- Agencies business components outside of the EMBRS.

1.103 ENVIRONMENT

The links below will provide information on the State's Enterprise IT policies, standards and procedures which include security policy and procedures, IT strategic plan, and the State's project management methodology (PMM).

Contractors are advised that the SOM has methods, policies, standards and guidelines that have been developed over the years. Contractors are expected to provide proposals that conform to SOM IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable SOM IT policies and standards in effect at the time the services are provided. The Contractor awarded the contract must request any exception to SOM IT policies and standards. It will be the responsibility of the SOM to deny the exception request or to seek a policy or standards exception.

Contractor is required to review and adhere to, follow and be guided by all applicable links provided below.

Enterprise IT Policies, Standards and Procedures:
http://www.michigan.gov/dmb/0,1607,7-150-9131_9347---,00.html#1300INFSTDSPLNNG

All software and hardware requisites provided by the Contractor must run on, and be compatible with, the DTMB Standard Information Technology Environment. Except where superseded by specific SOM policies, Federal security standards and regulations including the NIST SP800-53 moderate controls apply. Additionally, the SOM must be able to maintain software and other items produced as a result of the Contract. Therefore, non-standard development tools may not be used unless approved by DTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The State's Project Manager and DTMB must approve any tools, in writing, before use on any information technology project.

This SOW is for a hosted solution and all software and hardware to run the system is at the Contractors discretion. Any required development to the COTS product will be performed using the COTS solution current development tools. Any specific development that would need to run on SOM servers will be compatible with the DTMB Standard Information Technology environment.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. Any changes must be approved, in writing, by the State's Project Manager and DTMB (Enterprise Architecture), before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:
http://www.michigan.gov/dmb/0,1607,7-150-9131_9347---,00.html#1300INFSTDSPLNNG

The State's security environment includes:

- DTMB Secure Login.
- DTMB provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems).

Contractor will maintain a secure environment as provided for in the above document to the extent that such an environment utilized existing Contractor tools in its enterprise hosting environment. Contract will provide the SOM with prearranged guided access to any hosting facilities or contractor maintained security policies documentation to allow the SOM to verify such compliance.

IT Strategic Plan:
http://www.michigan.gov/dmb/0,1607,7-150-9131_9347---,00.html#1300INFSTDSPLNNG

IT eMichigan Web Development Standard Tools:
http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf

The State Unified Information Technology Environment (SUITE):
Includes standards for project management, systems engineering, and associated forms and templates – must be followed: http://www.michigan.gov/dmb/0,4568,7-150-56355-95218--,00.html

Contractors must work with the SOM complete the SOM Enterprise Architecture Assessment Worksheet.

1.104 WORK AND DELIVERABLES

The Contractor shall provide deliverables, services and staff to provide the functionality required for the business functions, in accordance with this Statement of Work and in the Functional Requirements, (Attachment 6), and the Technical Requirements, (Attachment 7) which will be reviewed as part of the SOW.

Article 1 shall be used to annotate a list of the Deliverables to be prepared and delivered by Contractor and SOM including, for each Deliverable a designation of whether the Deliverable is a document ("Written Deliverable") a License Deliverable, a Support Deliverable, Hosting Deliverable or a Service Deliverable. All Deliverables shall be completed and delivered for SOM review for written approval. Where applicable, installed in accordance with the SOM for SOM access and review and any other applicable terms and conditions of this Contract.

I. Services (Work) To Be Provided and Deliverables

It is desirable that the EMBRS COTS system functionality be installed based on the SOM accepted project schedule which is a Deliverable in this SOW.

A. Provision of Software/Hardware/Hosting

This contract is for a Netsmart Plexus Cloud hosted solution. The Contractor must supply all hosting side hardware to be installed, as well as the professional software services to conduct the hosting services defined in this SOW. The Contractor must provide products as required by the EMBRS solution and as identified in Attachment 6– EMBRS Requirements Worksheet. The Contractor must host the EMBRS within the continental United States. The Contractor must provide a detailed description of any infrastructure requirements for hardware and any 3rd party software required by the SOM to implement the COTS system. For example, the database, operating systems (including versions), and hardware technical specifications required (e.g. servers, switches) for the software to meet the Service Level Agreement parameters described below.

The hosted infrastructure must provide for full redundancy and high availability of data and processing components with no single points of failure. Products purchased and delivered to SOM facilities through this contract must be new and provided with any applicable manufacturer's standard warranty if delivered to SOM.

The licensing model is described in Attachment 11. The licenses provided are sufficient for the 5 hospitals described in this SOW. .Any reductions in fees are realized by SOM based on the Maintenance and Support costs and hosting costs shown in the Price Schedule.

State's Responsibilities

- Meet agreed upon responsibilities in order for the Contractor to produce the identified deliverables and service levels.

Contractor's Responsibilities

The contractor will provide the following module licenses for the Netsmart myAvatar Electronic Health Record. See Attachment 11.

Hosting Requirements

The Contractor must provide all required hardware/software to support the hosting of the solution. There must not be a disruption in the operation of the EMBRS System as defined below.

Services will include:

- Prevent disruption of the EMBRS System.
- Hosting and Site Security
- Equipment Maintenance and Support
- Disaster Recovery Site

State's Responsibilities

- Meet agreed upon responsibilities in order for the Contractor to produce the identified deliverables and service levels.

Contractor's Responsibilities

- Provide all supplies and consumables necessary for the hosting of the EMBRS system 24/7/365.
- Provide sufficient support staff to ensure the delivery of agreed upon responsibilities to ensure timely production of deliverables and service levels identified as 99.9% uptime.
- Provide the SOM Project Manager with advance notice of any scheduled downtime.

- Provide Equipment Maintenance and Support
  - Software – Apply hot-fixes and service packs as needed to address anomalies and security concerns. Software support includes operating system, back-ups, antivirus software, and any application software.
  - Hardware – Apply Firmware and Bios updates as needed to address anomalies and security concerns. Updates are provided by the hardware vendor and must be tested internally prior to installation.
  - Server – Standard hardware and software maintenance as listed above to ensure reliability and optimal performance. Maintenance must occur weekly, monthly, and quarterly depending on tasks.
  - Firewall – Must be deployed using current industry best practice model. Logs are to be monitored and maintained to ensure reliability and security.
  - Anti-Viral – Must provide a reliable industry-standard anti-virus system. Virus definition file maintenance and updates must be done daily to ensure complete virus protection. System must have weekly proactive scans during off peak periods.
  - Power Systems and Infrastructure – The vendor must meet or exceed the Uptime Institute Tier 3 Data Facility standards (http://www.uptimeinstitute.org/). Primary infrastructure systems must be monitored and redundant, with battery and generator backup power. Circuit load must be checked regularly to ensure reliable power to systems.
  - Internet Connectivity – Must be redundant connections with burstable bandwidth support. The connectivity must automatically adjust to handle increased load during an alert.
  - Encryption & Server Certificates - Must be registered and installed on all web servers. All web traffic transferred from the EMBRS system to the public internet must be encrypted.
  - Domain Names – Must be registered for both the primary and alternate sites. Domain Name Services for all public facing web servers and all internal systems must be maintained and redundant.

- System Synchronization - Data must be transferred between primary and secondary sites at regular intervals. The data must include, but is not limited to, all user related data, system logs and user documentation.
- Systems & Data Backup - Must occur nightly in addition to site replication. Data must be transferred to tape or other portable media, removed from the data center, and stored at a secure site.
- Systems Failover – Failover to an alternate site is to be available at all times with little or no notice. In order to maintain uptime, critical services must be transferred in the event of a prolonged outage at the primary site. The alternate site must be located geographically separated from the primary site. Any system failover will be coordinated and approved by the SOM unless such failure is for the entire data center.
- Expansion of Bandwidth as Needed - To deal with increased traffic caused by large system alerts, the data center must have the capacity to increase the minimum bandwidth in the event system monitoring shows a bottleneck.
- Server Computers – Increased hardware capacity may be needed to deal with system expansion and performance needs. The site infrastructure hosting the systems must have the capacity to add additional servers and meet power needs.
- Network Systems as Needed - To deal with increased traffic caused by large system alerts, the data center must have the capacity to increase the minimum bandwidth in the event system monitoring shows a bottleneck.
- Infrastructure Hardware - Should be added as needed to deal with system expansion and performance needs. The site infrastructure hosting the systems must have the capacity to add additional equipment and meet power needs.
- Power Systems as Needed - The site infrastructure hosting the systems must have the capacity to add additional power to meet growing needs.
- The EMBRS system must be fully functional 24 hours a day, 7 days a week, 365 days a year. In the event the functionality of the primary site is degraded the following fail-over procedures must be followed: When a situation occurs with SOM causing any limitation in performance or functionality, which cannot be resolved in the allotted time specified below, the following actions must be taken. Applicable definitions precede the required actions.

  Definitions
  - Regular business hours are defined as Monday through Friday, 7:00am to 6:00pm Eastern Standard Time
  - Non-business hours are defined as Monday Through Friday, 6:00pm to 7:00am Eastern Standard Time, plus all weekends and State holidays

  Response Time for Support
  - Critical (System Outage) – Contractor response within 30 minutes, 24 hours per day 7 days a week, initial plan of action within 2 hours, resolved within 4 hours, if possible
  - High (Major modules down, some services available) – Contractor response within 2 hours, initial plan of action within 4 hours, resolved within one day, if possible.
  - Moderate (Majority of application is up, some services down) – Contractor response within 4 hours, initial plan of action within 8 hours, resolved within 24 hours, if possible.
  - Low (Limited problem with no major disruptive ramifications) – Contractor response by next day, resolved with the next product release or scheduled down time, if possible.
- Communications Server Fails – Redirect service to the alternate communication servers, network or site, notify the EMBRS System Network Coordinator and e-mail notification of the redirection to the EMBRS support staff group address. Keep the EMBRS Coordinator informed the status of efforts to resolve the problems with the Communication failure.
- Network fails – Notify EMBRS System Network Coordinator. Keep the EMBRS Coordinator informed of the status of efforts to resolve the problem.
- Portal Server Fails – Primary site is offline. Redirect service to the alternate site, notify the EMBRS System Network Coordinator and e-mail notification of the redirection to the EMBRS support staff

group address. Keep the EMBRS Coordinator informed of the status of efforts to resolve the problems with the Portal Server.

- Performance and Capacity Management
  - Monitor, collect, and analyze Server utilization data for CPU, memory, and disk space;
  - Compile configuration data and usage patterns;
  - Monitor Server performance;
  - Establish thresholds and exception reporting procedures;
  - Perform tuning based on available performance data;
  - Review Server capacity trends;
  - With the State's assistance, establish a schedule for vendor's performance of Server maintenance (for example, virus and malicious software detection, backup, disk space cleanup) and for implementing modifications and enhancements to the Web Hosting Environment so as to minimally impact availability of the Web Hosting Environment;
  - Fire detection and suppression a system for early detection of fires and suppression in a manner that does not damage state equipment
  - Air conditioning monitored facilities to control for temperature and humidity
  - Facility monitoring for electrical and mechanical failures, fire detection, and leak detection
  - Support services including system and network monitoring of backbone routers, WAN interfaces, routers, switches, and servers
  - Network problem detection, tracking, and resolution process
  - Installation of new and/or replacement hardware (procured by the State)
- Security Management
  - Define access controls for the Web Hosting Environment;
  - Attempt to monitor the Web Hosting Environment for unauthorized access;
  - Notify the State in accordance with the security procedures specified in the vendor's Security Guidelines if the vendor detects a security violation;
  - Follow the procedures specified in the vendor Security Guidelines for logging, alarming and reporting of security violations;
  - Provide and maintain virus and malicious software avoidance, detection, and elimination software for Servers;
  - Conduct periodic security reviews;
  - Validate the correct use of logical control features such as time-out password screens and password and logon administration;
  - Verify proper assignment as per the State's instructions of access rights to licensed software products; Physical security of the hosting location 24/7 and 365 day (monitored)
  - Controlled access to facilities during business, including logged access by time and date
  - Report access rights for State approval
- Storage Management Services

  The backups will be maintained by the Contractor, but SOM owns the raw data contained therein.
  - Backup confidential and sensitive information in encrypted format (minimum 128—bit encryption) and store at appropriately secured facilities, on-site and off-site and ensure prompt restoration.
    - Incremental or Full backups – retained for two weeks
    - Weekend full backups- retained for three months
    - Month end full backups – retained for seven years
    - Annual backup – retained for seven years
  - Maintain and implement database backup and restore processes and procedures to attempt to restore Servers following outages or corruption;
  - Conduct routine backup and restore procedures so as not to adversely impact scheduled operations, including regular backups from disk to tape for the Servers during nightly backup windows;
  - Assist the State in the restoration of files deleted or corrupted because of the State's actions.

- The Web Hosting Environment will provide daily incremental backup of all Servers with the ability to restore to the most recent backup;
- Backup and restore Content;
  - **Reports**
    - Server Availability Reports
      - Outage Summary Report
      - Outage by Server Report
        - i. The start and end time of each outage;
        - ii. The duration of the outage;
        - iii. The IP address experiencing the outage;
        - iv. Reason for the outage, if known;
        - v. Description of the actions required to resolve the outage problem;
        - vi. Total time the Server was unavailable; and
        - vii. Name of the vendors technical team member responsible for resolving the problem.
    - Performance and Capacity Reports - Graphical summary report contains a line graph and a bar chart showing the percentage of Servers in which utilization of a particular resource (i.e., CPU, memory, disk space) was either red, yellow, or green.
    - Capacity Summary Report - Contains a bar chart and a table showing the percentage of Servers in which utilization of a particular resource (i.e., CPU, memory, and disk space) was either red, yellow, or green as defined above. There is also a bar chart and table that show overall resource utilization. The report shows approximately 14 months of data.

The Production infrastructure shall be designed to be a High Availability environment.

The Contractor system and all subcontractor systems associated with this solution will meet the following uptime associated Standards:

- Connection: Minimum uptime: 99.9%.
- System availability: 24x7x365.
- An Uninterruptible Power Supply must protect all servers.
- All servers should have dual network cards for fail-over.
- All servers must be located in a security locked room accessible only by authorized personnel
- All outside connections to the SOM must pass through an approved State of Michigan Firewall.
- All servers are protected by industry reputable Anti-Virus software.
- All SOM data center servers must pass a State of Michigan approved vulnerability scan, with remediation in 48 hours.
- All servers have their OS upgraded upon release with ample time allowed for bug fixes.
- The Contractor will provide the following work environments:
  - Development
  - Testing
  - Pre-live (Training)
  - Live

Redundancy shall be designed into the system to handle failure situations and make system maintenance possible without experiencing downtime.

Hosting and Site Security

The Contractor must meet State of Michigan standards for housing and processing data. The policies that must be adhered to can be found:

http://www.michigan.gov/dmb/1607,7-150-9131_9347---,00.html

Hosting services will be made operable according to the timeline in the Final Project Plan. The Contractor is responsible to test the hosting servie and the SOM software to ensure that the following requirements are satisfied:

Response time: The system must comply with reasonable response time parameters. Online response time must be four seconds or less, 95% of the time as measured from the time the request arrives at the web server to the time the final response leaves the web server.

Contractor must describe the security for the IT environment. These documents (individual or combined) must be delivered to the SOM Project Manager within 120 Business Days before UAT testing of the system. Providing that the security provisions are acceptable to the State of Michigan, the Contractor must ensure that the IT environment adheres to acceptable security standards for the duration of the engagement.

The contractor shall comply with State and Federal statutory and regulatory requirements, and rules; National Institute of Standards & Technology (NIST) publications; Control Objectives for Information & Related Technology (COBIT); State of Michigan policy and procedures that are relevant for a hosted solution; all other industry specific standards; national security best practices.

The contractor must perform annual testing of all security control requirements to determine they are working as intended. Annual certification must be provided in writing to the SOM Project Manager or designee in the form of a SSAE16 report.

The contractor shall provide documented policies, procedures and guidelines governing each security control requirement.

The contractor will ensure that all State of Michigan confidential or sensitive data transmitted internally or externally will be encrypted using a minimum of 128-bit encryption. A minimum of 128-bit encryption will be used for data at rest and storage of State of Michigan confidential or sensitive information.

The contractor is responsible for notifying the SOM Project Manager or designee immediately regarding a security incident, weakness, or breach of State of Michigan personal or confidential information.

Disaster Recovery

The Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel will be dedicated to providing Services/Deliverables under this Contract and will provide the State with priority service for repair and work around in the event of a natural or manmade disaster.

The Contractor must prepare and maintain a disaster recovery strategy document, provided to the State for review, within 60 Business Days of Contract signing and must include:

- The strategy to recover to a known good state and resume after a site-loss disaster.
- The ability to recover online transactions since the last backup in a non-site-loss disaster
- Provide evidence of an annual demonstration of the ability to recover full functionality to another hosting site
- Off-site transport of system and database backups

The Contractor must provide a document indicating the strategy to maintain system availability in the event of the loss of one or more system components. This strategy will be tested annually with the results provided to the SOM Project Manager or designee. If changes are made to vendor environment/infrastructure/organization, revision and testing of these changes will be required. The Contractor must allow a SOM representative site inspection if requested with advanced notice.

System restoration processes are automated to the extent possible, and any service unavailability would be minimized. If a failover of the primary site to the warm site occurs, Contractor would provide the ability to bring systems online coordinating with the State at the secondary site so users would experience minimal server and network performance degradation. Mechanisms in the form of software agents will be in place to handle the replication and workflow processes to handle any reconfiguration. Contractor will not lose data within 10 minutes as replication of live data from primary site is in place.

Acceptance Criteria

1. The services will be accepted in accordance with the requirements of the contract.
2. DTMB and SOM will review requests within a mutually agreed upon timeframe not to exceed 20 business days.
   a. Approvals will be written and signed by SOM Application Managers.
   b. Unacceptable issues will be documented and submitted to the Contractor.
   c. After issues are resolved or waived, the Contractor will resubmit a revised Request for Approval of Services within 10 Business days.
3. The Contractor will maintain the tools and connectivity installed, in compliance with DTMB standards, to properly support and monitor the application.

Deliverables:

1. Licensed COTS Software
2. Maintenance and Support
3. Hosting Services

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

B. Implementation - consists of the Contractor and SOM planning, standing up, configuring, and testing of the contractor-hosted solution. The implementation will include development of the interfaces to other State and Federal service systems and customizations required to meet the SOM mandatory systems requirements. See Interface Requirements (Attachment 11) and Functional Requirements (Attachment 6) for a description of the interface and functional requirements. The implementation will also include the delivery of a data dictionary for documenting the database schema. Once the solution is readied, the SOM with contractor's assistance will perform user acceptance testing. Once accepted, the Contractor will conduct onsite go-live support at each DCH facility up to 5 business days.

A phased implementation approach is preferred by DCH.

a. The initial implementation must occur at one of the five DCH facilities.
b. The second implementation must;
   - simultaneously occur at the remaining four unimplemented DCH facilities or
   - be an overlapping rollout of the remaining four unimplemented DCH facilities
c. The Contractor will work with SOM to accommodate a phased implementation approach that will work for the five DCH's facilities.

Project Planning and Requirements Review

Project Planning is the opportunity for Contractor and SOM to begin preparing the project team for the project. The SOM and Contractor project team members will be introduced and the team's responsibilities will be discussed. The projects methodology is introduced and the different project tasks, deliverables and anticipated phases are reviewed.

During the Requirements and Workflow Assessment the Contractor and SOM subject matter expert, which could include a combination of IT analysts, departmental heads and/or key stakeholders from the SOM, will walk through the requirements and observer and/or discus the facilities processes to get an understanding of the SOM unique workflow and processes and how it aligns with Contractors COTS solution and recommended practices.

The scope review session includes breakout sessions led by SA's to review in detail the contract scope.

The tasks/objectives for the project planning include the following:

- Review project management principles
- Review project methodology
- Develop project plan and project schedule
- Provide initial project team training to solutions
- Introduction to tools to be used during the project
- Review Functional and Technical Requirements
- Determine COTS/SOM Solution Gaps and document

State Responsibilities:

- Participate in project planning meetings
- Identify SOM project team
- Ensure correct client personnel attends the Project Planning events
- Provide necessary facilities and equipment to support session
- Review and approve deliverables
- Participate in the requirements gathering sessions
- Participate in gap identification and specification meetings
- Provide knowledge of requested data and current departmental processes and workflow
- Validate design and build
- Identify Standard Operating Policies & Procedures for organization that will require change
- Participate in the design decisions for future state processes
- Complete data collection assignments by defined due dates mutual agreed upon by the SOM and Vendor
- Identify process improvement opportunities
- The SOM Project Manager and appropriate program and technical SMEs will actively participate in the joint requirements, gap and specification meetings and will provide productive feedback to the Contractor
- The Project Manager will schedule and provide meeting rooms
- The Project manager will provide for the review and productive feedback of all draft, interim and final deliverables
- Signoff on Deliverables

Contractor Responsibilities:

- Facilitate requirements gathering sessions and create required deliverable
- Update business requirements in sufficient detail to support COTS configuration and any customization specification, Construction, Testing and Implementation.
- Develop/Integrate customizations
- Create and/or update Use Cases
- Create the Requirements Traceability Matrix to ensure all requirements are accounted for.
- Provide updates through the Project Status Report and Project Schedule.

- Initial meeting with all Subject Matter Experts (SMEs) to communicate the approach to business requirements elicitation, including the acceptance of business requirements and to validate the goals and objectives of the project
- Provide an in-depth demonstration of the solutions and build using the client's domain
- Execute necessary testing to ensure customization meet the SOM requirements
- Provide a demonstration of basic departmental workflow, providing context for additional design decisions to be made
- Identify process improvement opportunities
- Signoff Business Requirements and Development of Required and Optional Customizations decisions

Deliverables:

- Project Plan
- Project Schedule
- Project Team Training
- Requirements Review Report
- Requirements Traceability Matrix
- Business Workflow document
- Updates to the Use Cases

Acceptance Criteria

2. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

Project Kickoff

The project kickoff gives the SOM project leadership stakeholders, facility leads and staff an opportunity to create excitement for the organization and the project as well as pass down key messages and expectations.

State Responsibilities:

- Develop Project Kickoff presentation
- Co-deliver Project Kickoff presentation
- Provide necessary facilities and equipment to support the event

Contractor Responsibilities:

- **Support Project Kickoff presentation customization and delivery**

Deliverables:

- **Project Kickoff Assessment Report**

Acceptance Criteria

1. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

Configuration/Construction

The work during this task is a continuation of the review/gap that has already been completed. This task will represent the culmination of data collection and configuration/design decisions leading to the implementation of a complete and functional system. This task requires the attendance of representatives trusted and empowered to make design decisions for the SOM. It is critical that SOM representatives understand the workflow in their area of expertise and will be expected to interact to gain access to answers as will be necessary.

Construction assignments will be completed according to the project schedule. Assignments will be documented along with expected due dates. The Contractor's project team will work with the SOM to establish deadlines and schedule conference calls to ensure the project construction work is on track.

State Responsibilities:

- Participate in meetings
- Provide requested data and current departmental processes and workflow
- Identify/Create Standard Operating Policies & Procedures for all hospitals
- Make specification/configuration decisions for future state processes
- Complete any data collection assignments by defined due dates
- Identify process improvement opportunities
- The State will work with the other third parties to provide documented specifications for the reciprocal interfaces described and to provide adequate technical support.
- The State will coordinate interaction with third party vendors and other state stakeholders when their involvement is required.

Contractor Responsibilities:

- validate that all aspects of the application interface properly with internal and external systems and databases
- Review returned data collection and provide guidance as needed
- Complete gap configuration specifications
- Complete required configurations and unit testing
- Complete build & unit testing

Deliverables:

1. **Configuration and/or Development Specification Documents**
   Contractor will provide for SOM acceptance specification documents created to address product gaps as identified, discussed and resolved during the requirements review sessions. These documents will be used to perform any required configuration or development work as part of the construction tasks.

2. **Form Configurations**
   Forms Configurations will include Contractor demonstrating any new configured forms, widgets or development changes created as part of the construction task. Demonstration will be conducted in the projects hosted test environment. After demonstrating that the form configurations meet the specifications, Contractor will provide SOM with a report listing the forms, widgets or development changes for acceptance by SOM.

3. **System Build**
   System Build includes the population of data validation tables, lookup tables or other data setup that is required to make the system ready for user acceptance testing. The Project Plan will list all System Build activities and which party is responsible. Upon completion of the System build, Contractor will provide SOM with a check list indicating that it has completed its assigned build items for acceptance by the SOM.

Data Migration of DCH Court Tracking System Data– The Contractor will perform an import of current Court Tracking System data into EMBRS. The Contractor, DCH, and DTMB will work together to define the data requirements for what data needs to be migrated, data mapping requirements, and how the migration will occur. The contractor will use the COTS data import programs. The following will be the migration deliverables to be included as part of the data conversion plan:

a. Migration requirements definition.
b. Migration plan/timeline.
c. Migration development.
d. Migration services.

Data Migration of DCH Open Cases– The Contractor will migrate all open case data to EMBRS. The Contractor, DCH and DTMB will work together to define the data requirements for what data needs to be migrated, data mapping requirements, and how the migration will occur.

The data conversion process is a collaborative effort. A team of technical conversion specialists provided by Contractor will work with the SOM implementation team to jointly document a repeatable Extract, Transform, and Load (ETL) process for each conversion. Based on the data records identified within the legacy system(s) being used as data sources, the ETL process will be documented and tested extensively through the implementation process.

1. **Interfaces**
   The solution will need to interface systems, applications, and databases. In many circumstances the solution must support open Application Program Interface (API) calls.
   The list below is a consolidated annotation of the systems, applications, and databases that the solution will need to interface with as part of this contract. Attachment 11 contains the more detailed Interface Requirements.
   a) Interface to Pharmacy (current Vendor is Mediware)
   b) Interfaces to Itemized Billing (current Vendor is Public Consulting Group (PCG))
   c) Interfaces to State Billing system (current Vendor is the SOM)

2. **Data Definition –** The Contractor shall provide the SOM with a data dictionary of their database schema in an electronic Oracle, SQL or comma delimited format. The data dictionary must include:

   For each table:
   Table Name
   Table Definition
   Table Primary Key
   Foreign Keys

   For each column:
   Table Name
   Column Name
   Column Definition
   Data Type
   Data Length
   Data Precision (where appropriate)
   Data Scale (where appropriate)
   Valid Values (if restricted by logic or code choices)

3. **Documentation (User, Operations and Technical) –** Contractor shall provide all documentation identified in Article I, Statement of Work during the term of the Contract. The Contractor shall produce and update documentation for the system (i.e., Operations Manual and COTS documentation).
   a. Final versions of all documents are due prior to training as well as at interim time periods as agreed upon by the Contractor and the SOM.
   b. The Contractor must develop and submit for SOM approval complete, accurate and timely system, operations and user documentation.
   c. The Operations Manuals shall include the following components:
      i. Object model.

ii. High-level interaction between modules/packages.

d. The Operations Manual should be sufficient to provide initial training for technical staff.

e. A minimum of one electronic version of the following documentation shall be provided to each agency initially, and as updates are made.
   i. User and Technical Manuals
   ii. Operations Manual

f. Updated Documentation – The Contractor will update any documentation that has been previously created by the Contractor to reflect the updated and enhanced functionality of the application/system as a result of this project.

g. The Contractor will provide updated versions of all systems, user, and operations documentation.

h. The documentation materials shall be delivered to the SOM, upon the completion of the installation.

i. The contractor shall grant the SOM permission to reproduce for internal use, documentation for technical support purposes even if such material has a copyright.

Deliverables:

Final Data Conversion Report

Data Migration/Conversion

DCH Court Tracking Data

DCH Open Cases

Interface Specification

Interfaces

Pharmacy Interface

Itemized Billing Interface

State Billing Interface

Acceptance Criteria

- High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

4. **Testing**

Testing is intended to present the design decisions and data collection as it is now represented in the SOM completed system and confirm their accuracy. System Testing Session will be include a starter set of test scripts, examples upon which SOM can customize their own test scripts, as well as instruction on testing principles, policies and procedures. Contractor, as part of the project planning activities will develop a testing plan/strategy which the SOM will be given a sample on which to build their own testing scenarios.

As system functionality is configured and implemented, the Contractor will be required to provide comprehensive testing to validate functionality and performance of the following, but not limited to Unit Testing, System Testing, Interface Testing, Regression Testing, System Performance Testing.:

1. Contractor will provide the State with a schematic that depicts both data flow and data processing through the system, prior to the State conducting system integration tests, to facilitate the State's development of test scenarios.
2. The State will conduct the system integration test, a systematic approach to the testing of the application software, the State's business policies and workflow procedures, and all existing interfaces prior to production use.
3. The Contractor will provide complete and comprehensive unit testing which will successfully perform all functional requirements, technical requirements and interfaces and will include all combinations of input, output and error conditions. The Contractor will correct all

detected deficiencies and provide consultative technical support and instruction to the State Staff during the State's development and execution of test scenarios.

4. Contractor will conduct system performance testing in accordance with the State approved System Test Plan to benchmark system performance and to determine and resolve any performance deficiencies. This testing will proceed until the system successfully meets the system performance requirements, including response time. The Contractor will employ software that will simulate multiple users and various activities occurring simultaneously in order to accurately evaluate the system's performance under moderate and maximum expected load conditions.
5. Contractor will track the performance of the system under such conditions and correct all detected deficiencies. The State will conduct system integration, user acceptance and operational testing
    a) Lead and direct testing activities with assistance from the Contractor
    b) Conduct user acceptance and application administration testing with assistance from the Contractor
    c) Document test results
    d) Troubleshoot and resolve testing issues with assistance from the Contractor
    e) Update issues list with any unresolved test findings

6. User Acceptance Test (UAT) Cases –

a) The Contractor will assist SOM in the development of test plans for User Acceptance Testing.

User Acceptance Testing –

a) The Contractor shall assist SOM to schedule, coordinate, monitor, and manage all User Acceptance Testing (UAT) activities.
b) The SOM is responsible for providing end users and subject matter experts to perform the user acceptance testing.
c) Users participating in UAT are expected to provide test results sign-off at the completion of UAT, providing their recommendation to the State Project Manager for formal approval and readiness for production.
d) State testers will update the test cases with the test results. If results are successful, they will provide their sign-off by marking the test case as 'Passed'.
e) The Contractor shall provide support for the duration of UAT. This support must include both business and technical assistance.
f) The testing process will include the ability to provide for a complete test cycle.
g) The Contractor shall support the UAT by:
    i) Monitoring system performance.
    ii) Investigating why data was not processed.
    iii) Monitoring computer resource usage.
    iv) Participating in problem review meetings.
    v) Investigating problems and identifying potential problems.
    vi) Answering user questions about the system.
    vii) Investigating and ensuring user access to the system in the UAT environment.
    viii) Generally helping the users execute tests and review results.
h) A defect is anything that either adversely impacts the expected functionality to the users or otherwise reduces the quality of a work product. It includes items that should have been included but were omitted or items that were included but were incorrect. The Contractor must correct defects discovered during UAT in a timely manner by following normal application development procedures which are described in the project test plan. Defects will be classified according to the following severity scale:

i) Level 1 – Causes a system outage.
ii) Level 2 – Major defect with no work around.
iii) Level 3 – Major defect with an agreed upon work around by the Agencies.
iv) Level 4 – Minor or cosmetic defect; no impact of ability to complete work.

i) Promotions to UAT shall occur on a regularly scheduled basis determined and agreed to by the Contractor and Agencies, unless it is an emergency situation (e.g., UAT cannot continue until problem is resolved).

j) The Contractor must have procedures and tools for tracking, reporting, and correcting deficiencies.

Regression Testing.

i) Performance testing.
ii) Operations testing:
2) Identification of all operations areas requiring testing.
3) Sequence of activities for operations test.
4) State participants.
5) Results and implications for overall DM operation.
6) Deficiencies, corrective action, and required training.

k) The Contractor shall conduct a walk-through of the testing process and the test results to enhance SOM understanding and to facilitate the SOM approval process, including a review of performance metrics and general “lessons learned” from all testing participants.

Test Plan

In collaboration with SOM, the Contractor will provide detailed plans for, but not limited to, Unit Testing, System Testing, Interface Testing, User Acceptance Testing, Regression Testing, Module Testing, Report Testing, Integration Testing, Performance, and Operations Testing. The Test Plan Deliverables shall contain the following, at a minimum:

a. Testing scope
b. Use of automated test tools
c. Regression testing
d. System test acceptance
e. Description of testing approach
f. Definition of test cases or processes, in corroboration with SOM
g. Resources from the State and Contractor
h. Schedule
i. Validation of test results
j. Corrective action approach
k. Assumptions

Deliverables:

Final Test Plan

For the following and in collaboration with SOM, the Contractor will provide written reports in a format approved by the State, of all deficiencies detected as a direct result of all testing. The Contractor will ensure that test scripts include validation of standard reports and that test scripts are designed to validate that application software meets all specifications agreed upon by both SOM and Contractor.

Test Reports

- Unit Test Report
- Performance Test Report
- User Acceptance Test Report

Acceptance Criteria

1. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
2. The services will be accepted in accordance with the requirements of the contract.
3. DTMB and DCH will review and approve of all test plans within a mutually agreed upon timeframe from completion or implementation.
   a. Approvals will be written and signed by Project Manager.
   b. Unacceptable issues will be documented and submitted to the Contractor.
   c. After issues are resolved or waived, the Contractor will resubmit a Request for Approval of Services for approval

5. **Administrative and Train-the-Trainer Training -** The Contractor shall provide role-based training for the staff involved with the project. SOM staff will need to be properly trained and supplied with the proper tools and documentation in order to use, monitor, operate, and configure the application in accordance with the requirements of this contract and the accepted Contractor's proposal. The contractor shall plan on training approximately 50 SOM staff who will become trainers of additional SOM staff members. Training will occur at the discretion of the State and will occur at various locations in the Lansing area. Contractor shall provide targeted training for each audience of SOM.
   a. Develop a training plan for the various users of the system.
   c. The Contractor shall be responsible for providing training sessions for the following categories:
      i. Administrative training such as assigning end user security, functional roles, creation of workflows, importing of batch images, batch processing of electronic files and system administration as required by the application, including customization or modifications as required.
      ii. Technical system administrative training such as, but not limited to database management and system performance tuning.
      iii. Train-the-Trainer sessions for trainers in order for them to obtain knowledge of all base functionality of the application to use, monitor, operate, and teach the solution as specified in the Contractor's proposal. Training should be specific to each agency's needs.
   d. The Contractor shall be responsible to provide all required copies for classroom sessions.
      i A student manual including additional practical exercises in the back of the manual that the end user can complete upon return to their work location.
      ii End user/training manuals should include curriculum by functionality, with sufficient examples and exercises to accomplish the stated training objective of assuring that end users gain the skills necessary to perform their job functions.
   e. The Contractor shall also create any other necessary training aids such as presentation outlines and audio-visual materials.
      i Additional training materials may include Computer-Based Training (CBTs), CDs, videos, and virtual classrooms. An introduction to these items should be provided during the classroom training, with the intent that these materials supplement the training received by students upon their return to their work location.
   f. All end user/training materials shall be delivered to the SOM in electronic format upon the completion of the train-the-trainer sessions and prior to implementation.
   g. The contractor shall grant the SOM permission to reproduce, for internal use, documentation for training purposes even if such material has a copyright.

State's responsibilities:

- Provide appropriate resources to attend sessions
- Customize sample training materials in preparation for end-user training
- Develop Learning Plan and execute against plan for end-user training

Deliverables:

- Training Plan Final
- Training Trainer Report

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

C. System Maintenance and Support Services
Contractor is fully responsible to manage and administer its system. In that regard, the Contractor shall supply annual software maintenance and support services that provide systems management (e.g., provide corrections, changes, or workarounds for any defects, errors, or malfunctions in the Contractor software and that also provide new versions, updates and/or enhancements to the software as made commercially available to other Contract clients), Help Desk Services (e.g., provide access to Help Desk personnel both via telephone and e-mail on an as needed basis), Disaster Recovery (e.g., take all reasonable steps to have data anomalies repaired and data loss in the software minimized), Security Administration (e.g., provide a means to monitor and authorize limited access to the system on an as needed basis), and Storage Services (e.g., provide for the repository and retrieval of data accumulated by the Agency users).

Maintenance and Support will include:

1. Server update and patching schedule; Software update schedule

2. The following services are provided for the current version and one previous version of any software provides with the deliverable, commencing upon installation of the deliverables or delivery of the software:
   - **a. Error Correction.** Upon notice by State of a problem with the software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
   - **b. Material Defects.** The State will be notified of any material errors or defects in the deliverables known, or made known to Contractor from any source during the Contract term that could cause the production of inaccurate, or otherwise materially incorrect, results and shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
   - **c. Updates.** All new releases and bug fixes (collectively referred to as “Changes”) for any software deliverable developed or published by Contractor and made available to the State at no additional charge.

3. The software maintenance program includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining an annually renewable software support contract

4. Help desk support is available 24 x 7 x 365, with escalation as necessary to senior technical/engineering staff, and then to higher management and/or senior management.

5. Response Time for Support
   - a. Critical (System Outage) – Contractor response within 30 minutes, 24 hours per day 7 days a week, plan of action within 2 hours, resolved within 4 hours, if possible
   - b. High (Major modules down, some services available) – Contractor response within 2 hours, resolved within one day, if possible.
   - c. Moderate (Majority of application is up, some services down) – Contractor response within 4 hours, resolved within 24 hours, if possible.
   - d. Low (Limited problem with no major disruptive ramifications) – Contractor response by next day, resolved within 48 hours, if possible.

6. Standard maintenance window be established between midnight and 5:30 a.m. est. standard time

<u>Deliverables:</u>

7. Maintenance and Support Services

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

D. Reserve Bank of Hours
The Contractor will provide an as-needed reserve bank of 7,500 hours (approximately 1,500 hours annually) for future development or configuration activities, scope modifications, product enhancements, or work that does not fall under the definition of "maintenance" or "hosting" as defined in the Contract.

The rates for the reserve bank are provided in Attachment9 and are valid over the length of the contract. The SOM will issue separate Statements of Work to the Contractor for any work requested that use the reserve bank of hours. The Contractor will provide a written price proposal to SOM. Upon review and approval of the proposal, the DTMB Project Manager will issue a Purchase Order to the Contractor for the project to begin.

This reserve bank will be for future services and/or products to meet new requirements that may result from any or all of the following examples:

- Future enhancements will be required based on federal and state requirements. A separate Statement of Work will be written for any required enhancements. The Contractor must be able to respond to requests to modify the system to meet future needed functionality, including permission from any proprietary software used by the Contractor if needed.
- Application adjustments and new development . Contractor must provide the ability to accept requested changes or new development work of the purchased systems. New functionality must be supported under a maintenance agreement, or at prevailing market rates.
- Interoperability development with other third party or SOM applications - Contractor must provide the ability to accept requested integrations or interoperability work with other third party products or services of the system such as enhanced financial functionality. New functionality must be supported under a maintenance agreement, or at prevailing market rates.
- Systems interface development and adjustments. Contractor must provide the ability to accept requested changes or customizations to the application user interface of the purchased system. New functionality must be supported under the existing maintenance agreement.

The Reserve Bank of Hours may be used for:

1. Customization and new interfaces, which includes documentation
    a. Documentation must meet all requirements of the prior Documentation deliverables as stated in section 1.501and be provided in electronic and hard copy
2. Configuration of new forms, reports, widgets or other components.
3. Data migration scripting and services outside of the initial conversion
4. Training of SOM trainers or users
    a. The Contractor will provide updated versions of all online user help, and any required training documentation as part of any services performed as part of the Reserve Bank of Hours.

<u>Deliverables:</u>
Will be defined in a Contractor price proposal and approved by the SOM.

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

II. Requirements
Functional and Technical requirements are contained in Attachments as specified.

A. Functional Requirements – Functional capabilities for the application are provided in Attachment 6.

B. Technical Requirements - Technical capabilities for the application are provided in Attachment 7.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

The Contractor will provide resumes for Key Personnel as defined in the table below. Resumes will include a duties/responsibilities description and list the qualifications of the Key Personnel. The competence of the personnel the Contractor proposes for this project will be measured by the candidate's education and experience with particular reference to experience on similar projects as described by this Statement of Work. The Contractor will commit the Key Personnel to the project.

Key Personnel	Role	% Committed to the Project
Person A	Project Manager	
Person B	Technical Lead	
Person C	Training Lead	

The Contractor will provide a project manager to work closely with the designated SOM project manager to insure a transition to the new system. The project manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by SOW. The Contractor's project manager responsibilities include:

- Manage all defined Contractor responsibilities in this Scope of Work
- Manage Contractor's subcontractors, if any
- Responsible for the development of the project plan and schedule, and update as needed
- Serve as the point person for all non-contract project issues
- Coordinate and oversee the day-to-day project activities of the Contractor project team
- Assess and report project feedback and status in the required status reports
- Escalate project issues, project risks, and other concerns as required in the status reports
- Review all project deliverables
- Proactively propose/suggest options and alternatives for consideration to improve the project
- Utilize the SOW defined change control procedures
- Prepare Deliverable documents and materials
- Manage and report on the project's budget in the status reports

Contractor will maintain alist of all subcontractors, including firm name, address, contact person, and a description of the work to be contracted in the project staffing plan in a format as shown in the table below.

Sub Contractor	Address	Contact Person	Description of Contracted work
Subcontractor A			
Subcontractor B			

The Contractor identifies the following Single Point of Contact (SPOC) for this Contract.

Joseph McGovern
Netsmart Technologies, Inc.
3500 Sunrise Highway
Great River, NY 11739
jmcgovern@ntst.com
1.800.421.7503

The duties of the **SPOC** shall include, but not be limited to:

- supporting the management of the Contract
- facilitating dispute resolution
- advising the State of performance under the terms and conditions of the Contract

The SOM reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the SOM, adequately serving the needs of the SOM.

Key Personnel may be subject to the State's interview and approval process as defined in the Terms and Conditions. Any key staff substitution must have the prior approval of the SOM.

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

On-Site Work Requirements

1. Location of Work

Project –
Work locations will be planned by DTMB and the Contractor during the project planning phase.

Hosting –
The hosting environment shall be physically located within the continental United States.

2. SOM Hours of Operation

Normal SOM working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.

The SOM is not obligated to provide SOM management of assigned work outside of normal SOM working hours. The SOM reserves the right to modify the work hours in the best interest of the project.

Contractor shall observe the same standard holidays/furlough days as state employees. The SOM does not compensate for holiday pay.

3. Travel

No travel expenses will be reimbursed under this Contract. This includes travel costs related to training provided to the State by Contractor. Travel time will not be reimbursed.

4. Additional Security and Background Check Requirements

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Law Enforcement Information Network (LEIN) and Michigan State Police Background checks conducted using the Internet Criminal History Access Tool (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested. To the extent Contractor employees elect not to participate in the background check process, Contractor will propose alternate employees. Contractor must present certifications evidencing satisfactory Michigan State Police Background checks and drug tests for all staff identified for assignment to this project.

All Contractor personnel accessing State facilities and systems will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working to the extent disclosed in advance.

Contractor will be responsible for any costs associated with ensuring their staff meets all security requirements.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The SOM project team will consist of Executive Subject Matter Experts (SMEs), project support personnel, and a DTMB project manager.

Executive Subject Matter Experts

The SME representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The SMEs will be empowered to:

- Resolve project issues in a timely manner.
- Review project plan, status, and issues.
- Resolve deviations from project plan.
- Provide acceptance sign-off.
- Utilize change control procedures.
- Ensure timely availability of State resources.
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

Name	Agency/Division	Title
Cynthia Kelly	DCH	Bureau Director
Patricia Mark	DCH	Project Manager
Carmen Redwine	DTMB/AS	DCH Client Service Director
Sheryl Conway	DTMB/AS	DCH SME

SOM Project Manager

DTMB will provide a Project Manager. DTMB will be responsible for the SOM's infrastructure and work together with the Contractor in determining the system configuration.

The SOM's Project Manager will provide the following services:

- Provide SOM facilities, as needed.
- Coordinate the SOM resources necessary for the project across agencies.
- Facilitate coordination between various external contractors.
- Facilitate communication between different SOM departments/divisions.
- Provide acceptance and sign-off of deliverable/milestone.
- Acts as single point of contact for review and sign-off of timesheets and invoices.
- Obtains approvals from agency contacts prior to approval of timesheets and invoices.
- Resolve project issues.
- Escalate outstanding/high priority issues.
- Utilize change control procedures.
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements.
- Document and archive all important project decisions.
- Arrange, schedule, and facilitate SOM staff attendance at all project meetings

Name	Agency/Division	Title
Joe Old	DTMB	Project Manager

DTMB shall provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

Name	Agency/Division	Title
Joe Kelly	DTMB	Contract Administrator

1.203 OTHER ROLES AND RESPONSIBILITIES

Not Applicable.

1.300 Project Plan

1.301 PROJECT PLAN MANAGEMENT

Project Planning

Project Planning covers those activities that require ongoing administrative oversight throughout all the EMBRS implementation processes, from initiation to completion of the project. Planning also includes a number of plans that will guide and govern the project from requirements gathering/verification through deployment and also for preparing for the eventual assumption of responsibilities by the SOM. Project Planning includes ongoing administrative activities and deliverables required in Sections 1.3 and 1.4, and from below.

This project will follow SOM SUITE standards and add Netsmart Plexus Foundations Implementation Methodology gates that will not conflict with, but enhance the project activities. This includes maintaining an event structure and establishing event gates and timelines as part of the project planning process.

A. Orientation Meeting

1. Within **10** business days from Contract signing, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract.
2. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the SOM and the Contractor.
3. The SOM shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

B. Performance Review Meetings

1. The SOM will require the Contractor to attend scheduled (expected to be weekly, but will be determined by the project plan and schedule) meetings in order to review the Contractor's performance under the Contract.
2. The meetings will be held in Lansing Michigan, or by teleconference, as mutually agreed by the SOM and the Contractor. The Contractor should anticipate at least one (1) onsite meeting in any three month period.
3. The meetings shall not be considered begun or complete until initiated by the SOM.

C. Project Control

1. The Contractor will carry out this project under the direction and control of DCH, and DTMB for implementation.
2. Within **25** business days of the Contract Orientation Meeting, the Contractor will submit the updated project plan to the State project manager for initial review. Within **7** business days receiving the project plan for review, the SOM will provide Contractor it's comments.
   Within **10** business days of the Contractor receiving all input from the initial review of the Project Plan from the SOM, Contractor will submit the updated project plan to the State project manager for final approval.

   Project Plan:
   a. Project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
      i. The Contractor's project organizational structure.
      ii. The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the SOM.
      iii. The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.

iv. The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
v. Be provided in Microsoft Project, or equivalent project management tool, where milestones and tasking can be uploaded and annotated in Microsoft Project.
vi. Include a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and deliverables.
vii. Identify Contractor and State resources for all tasks, subtasks, and activities that exist as line items within the Project Plan, including those identified for the EMBRS Implementation.
viii. Include the following date-related information:
    1. Originally scheduled start and end dates for all tasks, subtasks, and activities (including milestones and deliverables)
    2. Anticipated start dates for future tasks, subtasks, and activities
    3. Anticipated end dates for all current and future tasks, subtasks, and activities
ix. Identify percent of work to be performed on-site and the percent of work to be performed off-site.
x. Identify type of work to be performed on-site and the type of work to be performed off-site.
xi. Include communication protocols for Contractor's interaction with the State project management team.

3. The Contractor will manage the project in accordance with the SUITE methodology which includes standards for project management, systems engineering, and associated forms and templates which is available at: http://www.michigan.gov/dmb/0,4568,7-150-56355-95218--,00.html
    a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
        i. Staffing tables with names of personnel assigned to Contract tasks.
        ii. Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all services to be performed within the next 20 business days, updated semi-monthly).
        iii. Updates must include actual time spent on each task and a revised estimate to complete.
        iv. Graphs showing critical events, dependencies and decision points during the course of the Contract.
    b. Any tool(s) (Microsoft Project is an acceptable tool) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the SOM standards.

1.302 REPORTS

Reporting formats must be submitted to the SOM's Project Manager for approval as part of the project plan. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

A. Written scheduled (expected to be primarily weekly, but will be outlined in the approved project plan) summaries or progress reports that outline work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, if known; problems, real or anticipated, which should be brought to the attention of the SOM Project Manager, and notification of any significant deviation from the previously agreed upon work plans. All areas of decision-making that pertain to this contract must be reviewed in detail with the SOM Project Manager prior to any final decision. Each progress report will contain the following:

1. Project schedule status.
    a. Identify if the project is on schedule or if there is any deviation from the previously agreed upon schedule.
    b. If the project has deviated from the previously agreed upon schedule, identify the reason for the deviation and the affected areas.
    c. Identify in detail the steps that will be taken to resolve the deviation.
    d. Specify any schedule adjustments that have resulted from the deviation.
2. Activities of the past reporting period - Summarize the actions taken and progress made on the project during the past period.
3. Activities for the next period - Summarize the actions planned for the next period in order to meet the project delivery and performance schedule requirements.
4. Deliverables - Identify deliverables delivered to SOM and impacted state Agencies in the past period and deliverables planned for delivery to SOM and impacted SOM agencies in the following period.
5. Issues - Identify problems, difficulties, either anticipated or encountered, and suggested solutions.
6. Resolution of prior issues - Identify resolutions to issues identified in previous progress reports.
7. Percentage completed, and then Estimate to Complete (ETC). Indicate the total percentage completed for each task and the total percentage completed for each project section and phase. Indicate ETC for tasks reported.

B. The Contractor will maintain progress and resource schedules for all tasks under this contract. This documentation will include, as appropriate, progress Gantt charts, resource schedule reports, and progress reports.

C. All documentation prepared by the Contractor must be submitted to SOM in Microsoft Word electronic format. SOM and the Contractor must mutually agree upon alternative electronic formats.

D. The Contractor's name, logo, or other company identifier may not appear on documentation delivered to the SOM without written authorization from the Contract Administrator. An exception to this will be transmittal of cover letters showing delivery of said documents and invoices.

E. Deliverable documentation submitted to SOM by the Contractor must contain a title page with the following information:
    1. Contract Number.
    2. Contract Expiration Date.
    3. Task Name (if applicable).
    4. Deliverable Name (if applicable)
    5. Name of Contractor.
    6. Contractor Project Manager.
    7. Date of Document.
    8. Time Period (if applicable)

F. All reports and deliverables to be furnished by the Contractor, as described in Section 1.104, Work and Deliverables, will be delivered to the SOM Project Manager for their approval.

G. The Contractor will inspect all reports and deliverables for accuracy and adequacy prior to delivery.

Deliverables:

Project Status Reports

1.400 Project Management

1.401 ISSUE MANAGEMENT

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the SOM Project Manager on an agreed upon schedule, with e-mail notifications and updates. The issue log must be updated and must contain the following minimum elements:

1. Description of issue.
2. Issue identification date.
3. Responsibility for resolving issue.
4. Priority for issue resolution (to be mutually agreed upon by the SOM and the Contractor).
5. Resources assigned responsibility for resolution.
6. Resolution date.
7. Resolution description.

Once the Contractor or the SOM has identified an issue, the Contractor shall follow these steps:

1. Immediately communicate the issue in writing to the SOM Project Manager.
2. The Contractor will log the issue into an issue tracking system.
3. Work with SOM to identify what needs to be done and resources needed to correct the issue.
4. Receive approval from the SOM Project Manager for appropriate action.
5. Keep SOM Project Manager and appropriate parties informed on status of issue based on frequency established by the SOM Project Manager which will not be more frequent than weekly.
6. As part of the project status reporting, provide a listing of all issues with their current status, deadlines to correct and actual dates of completion that have occurred to the SOM Project Manager.

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

Level 1 – Business Leads.
Level 2 – Project Manager.
Level 3 – Executive Subject Matter Experts (SMEs).

1.402 RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the SOM.

A risk management plan format shall be submitted to the SOM for approval within twenty (20) business days after contract signing. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the SOM PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the SOM and allow input into the prioritization of risks.

The Contractor (primarily responsible) and SOM are responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the assigned party.

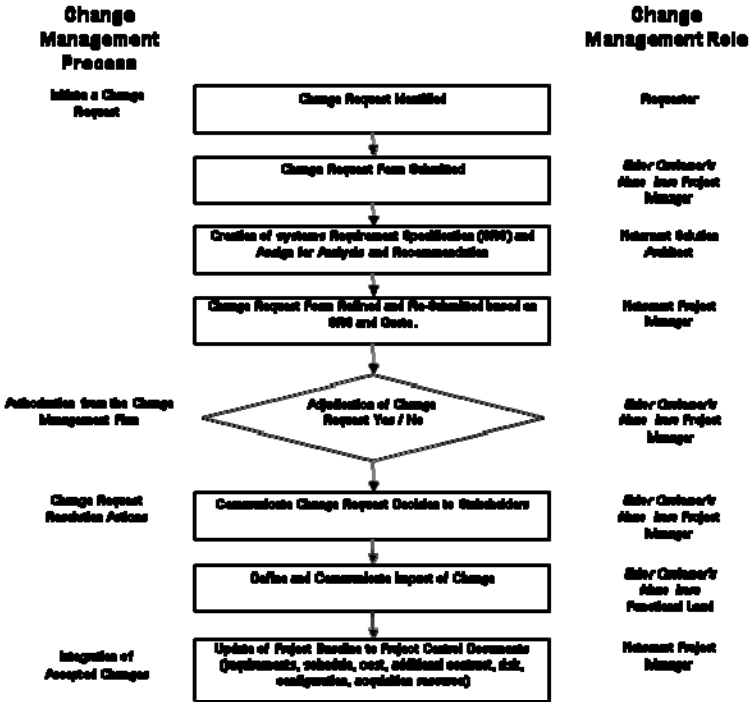
1.403 CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The SOM also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the DMB, Purchasing Operations Buyer, who will make recommendations to the Director of

Purchasing Operations regarding ultimate approval/disapproval of change request. If the DMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DMB Office of Purchasing Operations risk non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as "out-of-scope" requests or changing business needs of the SOM while the migration is underway. The graph below outlines possible important steps that should be included in the change management process.



The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

1.500 Acceptance

1.501 CRITERIA

The following criteria will be used by the State to determine acceptance of services and/or deliverables provided under this contract. The criteria also cover two aspects of compliance: performance of the Contractor in meeting the requirements, and contract compliance (both financial and non-financial).

A. Document Deliverables - Documents include, but are not limited to plans, design/specification documents, project schedules, user guides, and training manuals.
   1. Documents are dated and in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
   2. Requirements documents are reviewed and updated throughout the development process to assure requirements are delivered in the final product.

3. Draft documents are not accepted as final deliverables.
4. The documents will be reviewed and accepted in accordance with the requirements of the Contract.
5. The State will review technical documents within 20 business days of receipt.
    a. Approvals will be written and signed by the State's Project Manager with assistance from other State resources and impacted Agencies.
    b. Unacceptable issues will be documented and submitted to the Contractor.
    c. After issues are resolved or waived, the Contractor will resubmit documents for approval within 20 business days of receipt.

B. Software Deliverables - Software includes, but is not limited to, licensed software product, development tools, support tools, data migration software, interfaces, integration software.

1. Beta software is not accepted as final deliverable.
2. The software will be reviewed and accepted in accordance with the requirements of the contract.
3. Agency Business Owners, and DTMB will review software within a mutually agreed upon timeframe that will be determined in the approved project schedule for acceptance of functionality, usability, performance, security, standards compliance, backup/recovery, and operation.
    a. Approvals will be written and signed by Agency Business Owners, and DTMB Project Manager.
    b. Unacceptable issues will be documented and submitted to the Contractor.
    c. After issues are resolved or waived, the Contractor will resubmit software for approval within 20 business days of receipt.
4. Partial acceptance of the software will based on written approval as described above.
5. Final acceptance of the software will depend on the successful completion of User Acceptance Testing (UAT).
6. Testing will demonstrate the system's compliance with the requirements of the RFP. At a minimum, the testing will confirm the following:
    a. Functional - the capabilities of the system with respect to the functions and features described in the Contract.
    b. Performance - the ability of the system to perform the workload throughput requirements. All problems should be completed satisfactorily within the allotted time frame.
7. DTMB will review software license agreements within a mutually agreed upon timeframe.
    a. Approvals will be written and signed by Agency Business Owners and DTMB Project Manager.
    b. Unacceptable issues will be documented and submitted to the Contractor.
    c. After issues are resolved or waived, the Contractor will resubmit the license agreement for approval and final signature by authorized State signatory within 20 business days of receipt.

C. Service Deliverables - Services include, but are not limited to training, project management, specification creation, construction/configuration, data migration, help desk, and support.

1. The services will be accepted in accordance with the requirements of the contract.
2. The State will review a Request for Approval of Services within 20 business days of completion or implementation.
    a. Approvals will be written and signed by the State's Project Managers.
    b. Unacceptable issues will be documented and submitted to the Contractor.
    c. After issues are resolved or waived, the Contractor will resubmit a Request for Approval of Services for approval within 20 business days of receipt.
3. The State will review migrated and converted data within 20 business days of completion.
    a. Approvals will be written and signed by the State's Project Managers.
    b. Unacceptable issues will be documented and submitted to the Contractor.
    c. After issues are resolved or waived, the Contractor will resubmit a request for approval within 20 business days of receipt.

4. State staff are properly trained and supplied with the proper tools and documentation to support, upgrade, monitor, operate, and configure the system in accordance with the requirements of this contract and the accepted Contractor's proposal.
5. The Contractor has the tools and connectivity installed, in compliance with State standards, to properly support and monitor the system.

1.502 FINAL ACCEPTANCE

Final acceptance is expressly conditioned upon completion of ALL deliverables/milestones, completion of ALL tasks in the project plan as approved, completion of ALL applicable inspection and/or testing procedures, and the certification by the State that the Contractor has met the defined requirements.

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

The project will be paid as a firm, fixed priced, deliverable-based contract. Payment will be made based upon acceptance of a deliverable. Deliverables will be either a physical deliverables (documents) or a service deliverables. Service deliverables will be invoiced on a monthly basis. Physical deliverables will be invoiced upon acceptance of the deliverable. The physical deliverables are those listed in each scope element described in Section 1.104, under Deliverables.

If Contractor reduces its price for any of the software or services during the term of this Contract, the SOM shall have the immediate benefit of such lower prices from that date through the remainder of the Contract. Contractor shall send notice to the SOM's DTMB Contract Administrator with the reduced prices within twenty (20) Business Days of the reduction taking effect.

Contractor agrees all the prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by Contractor to any other governmental entity. If, during the term of this Contract, Contractor shall enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Contract, Contractor shall be obligated to provide the same to the State of Michigan for subsequent purchases.

Travel

The pricing for the deliverables in this Contract is all-inclusive. Any expenses the Contractor incurs is built into the price for the deliverable. The SOM will not pay for itemized travel costs.

Statements of Work and Issuance of Purchase Orders

Unless otherwise agreed by the parties, each Statement of Work will include:

1. Background.
2. Project Objective.
3. Scope of Work.
4. Deliverables.
5. Acceptance Criteria.
6. Project Control and Reports.
7. Specific Department Standards.
8. Payment Schedule.
9. Project Contacts.
10. Agency Responsibilities and Assumptions.
11. Location of Where the Work is To Be Performed.
12. Expected Contractor Work Hours and Conditions.

The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

Invoicing and Payment
Contractor will submit properly itemized invoices to “Bill to” address on the Purchase Order.

Invoices must provide and itemize, as applicable:

1. Contract number.
2. Purchase Order number.
3. Contractor name, address, telephone number, and Federal Tax Identification Number.
4. Description or attachment of the Deliverable
5. Date(s) of delivery and/or date(s) of installation and setup.
6. Price for each item, or Contractor’s list price for each item and applicable discounts.
7. Maintenance charges.
8. Net invoice price for each item.
9. Shipping costs.
10. Other applicable charges.
11. Total invoice price.
12. Payment terms, including any available prompt payment discounts.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month’s duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

1.700 Additional Information Specific to this SOW

1.701 ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO THIS SOW

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 CONTRACT TERM

This Contract is for a period of five (**5)** years beginning **TBD** through **TBD**. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 OPTIONS TO RENEW

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to **5** additional **1** year periods.

2.003 LEGAL EFFECT

Contractor accepts this Contract by signing two copies of the Contract and returning them to the DTMB-Procurement. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 ATTACHMENTS & EXHIBITS

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 ORDERING

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 ORDER OF PRECEDENCE

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005.**

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work shall take precedence (as to that Statement of Work only); provided, however, that a

Statement of Work may not modify or amend the terms of the Contract. The Contract may be modified or amended only by a formal Contract amendment.

2.007 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 FORM, FUNCTION & UTILITY

If the Contract is for use of more than one State agency and if the Deliverable/Service does not the meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 REFORMATION AND SEVERABILITY

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 NO WAIVER OF DEFAULT

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 SURVIVAL

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, perpetual license grant, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

2.020 Contract Administration

2.021 ISSUING OFFICE

This Contract is issued by the Department of Technology, Management and Budget, Procurement and the State Department of Community Health, the Michigan Department of Corrections (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB-Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The DTMB-Procurement Contract Administrator for this Contract is:

Joe Kelly, Buyer
Procurement
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Kellyj11@michigan.gov
517-373-3993

2.022 CONTRACT COMPLIANCE INSPECTOR

The Director of DTMB-Procurement directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. DTMB-Procurement is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Compliance Inspector for this Contract is:

[TBD]
Department
(Address)
Email
Phone
Fax

2.023 PROJECT MANAGER

The following individual will oversee the project:

[Joe Old
Project Manager
Chandler Plaza
300 East Michigan Ave.
Lansing, MI 48933
Phone: 517-335-5038Fax:517-241-7486
OldJ@michigan.gov

2.024 CHANGE REQUESTS

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(1) Change Request at State Request
If the State requires Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(2) Contractor Recommendation for Change Requests:
Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.

(3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(4) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(5) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Procurement.

(6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 NOTICES

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.
State:

State of Michigan
Procurement
Attention: Joe Kelly
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:

Joseph McGovern
Netsmart Technologies, Inc.
3500 Sunrise Highway
Great River, NY 11739
jmcgovern@ntst.com
1.800.421.7503

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 BINDING COMMITMENTS

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon giving written notice.

2.027 RELATIONSHIP OF THE PARTIES

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 COVENANT OF GOOD FAITH

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 ASSIGNMENTS

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party , without the prior written consent of the other party which consent shall not be unreasonably withheld; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 MEDIA RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 CONTRACT DISTRIBUTION

DTMB-Procurement retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Procurement.

2.033 PERMITS

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 WEBSITE INCORPORATION

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 FUTURE BIDDING PRECLUSION

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 FREEDOM OF INFORMATION

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 DISASTER RECOVERY

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract shall provide the State with priority service for repair and work around in the event of a natural or man-made disaster in accordance with the Contract's Statement of Work.

2.040 Financial Provisions

2.041 FIXED PRICES FOR SERVICES/DELIVERABLES

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.

2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 SERVICES/DELIVERABLES COVERED

The State shall not be obligated to pay any amounts in addition to the charges specified in this Contract for all Services/Deliverables to be provided by Contractor and its Subcontractors, if any, under this Contract unless otherwise mutually agreed upon by the parties by way of a contract change process.

2.044 INVOICING AND PAYMENT – IN GENERAL

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis shall show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.

(c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Procurement, Department of Management & Budget. This activity shall occur only upon the specific written direction from DTMB-Procurement.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) shall mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 PRO-RATION

To the extent there are Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 ANTITRUST ASSIGNMENT

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 FINAL PAYMENT

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor shall it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 ELECTRONIC PAYMENT REQUIREMENT

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at http://www.cpexpress.state.mi.us. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment shall be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 EMPLOYMENT TAXES

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 SALES AND USE TAXES

Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 CONTRACTOR PERSONNEL QUALIFICATIONS

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 CONTRACTOR KEY PERSONNEL

(a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
(c) The State shall have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key

Personnel position, Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State shall provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State, which consent will not be unreasonably withheld or delayed . The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall not be counted for a time as agreed to by the parties.

2.064 CONTRACTOR PERSONNEL LOCATION

All staff assigned by Contractor to work on the Contract shall perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel shall, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 CONTRACTOR IDENTIFICATION

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 COOPERATION WITH THIRD PARTIES

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to

activities specifically associated with this Contract and shall not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties shall include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES

The Contractor shall return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.071 CONTRACTOR FULL RESPONSIBILITY

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State shall consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 STATE CONSENT TO DELEGATION

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Procurement has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties.

2.073 SUBCONTRACTOR BOUND TO CONTRACT

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that

Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor shall be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State shall not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

2.074 FLOW DOWN

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

2.075 COMPETITIVE SELECTION

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 EQUIPMENT

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

2.082 FACILITIES

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it shall not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 BACKGROUND CHECKS

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested.

All Contractor personnel shall also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dit. Furthermore, Contractor personnel shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel

shall be accepted as a resource to perform work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 SECURITY BREACH NOTIFICATION

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI DATA SECURITY STANDARD

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

2.100 Confidentiality

2.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that has been developed or received by it. As used in this Section, “Confidential Information” of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. “Confidential Information” of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. “Confidential Information” excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care.

Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 EXCLUSIONS

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section shall not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 NO IMPLIED RIGHTS

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 RESPECTIVE OBLIGATIONS

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 INSPECTION OF WORK PERFORMED

The State's authorized representatives shall at all reasonable times and with 15 business days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 15 business Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities during normal business hours and will be at the State's expense. Contractor shall provide all reasonable facilities and assistance for the State's representatives.

2.112 EXAMINATION OF RECORDS

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State shall notify the Contractor 20 business days before examining the Contractor's books and records during normal business hours at the State's expense. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 RETENTION OF RECORDS

Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period upon 30 days prior written notice to Contractor. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records shall be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 AUDIT RESOLUTION

If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor shall respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 ERRORS

If the audit demonstrates any errors in the documents provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount shall be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor shall pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its material obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Procurement.

(o) Netsmart warrants that the Licensed Programs will substantially conform in all material respects with their Specifications. Netsmart will correct any Problems or Defects in accordance with the Contract. The foregoing will be Netsmart's sole liability with regard to Problems or Defects in the Licensed Programs.

(p) If any modifications, additions or alterations of any kind or nature are made to the Licensed Programs without authorization by Netsmart or anyone acting with the consent of or under the direction of Netsmart, all warranties will immediately terminate and Netsmart will have no further warranty obligation to Licensee.

2.122 WARRANTY OF MERCHANTABILITY - RESERVED

2.124 WARRANTY OF TITLE

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

LIMITATION OF WARRANTY.

THE FOREGOING WARRANTIES ARE EXCLUSIVE OF ANY OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED. IN THE EVENT OF A WARRANTY BREACHNETSMART'S SOLE OBLIGATION IS TO MODIFY THE SOFTWARE TO ELIMINATE THE PROBLEM OR DEFECT. IN THE EVENT NETSMART CANNOT ELIMINATE THE PROBLEM OR DEFECT LICENSEE MAY EXERCISE ITS OTHER REMEDIES UNDER THIS AGREEMENT.

LICENSEE'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THE INFRINGEMENT WARRANTY IS SET FORTH IN THE INDEMNIFICATION SECTION.

2.125 EQUIPMENT WARRANTY

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it shall maintain the equipment/system(s) in good operating condition and shall undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operates and performs to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of (1) one year commencing upon the first day following Final Acceptance.

Within 3 business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.126 EQUIPMENT TO BE NEW

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless DTMB-Procurement has approved a change order pursuant to **Section 2.024**.

2.128 CONSEQUENCES FOR BREACH

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 LIABILITY INSURANCE

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.
See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑ 1. Commercial General Liability with the following minimum coverage:
$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor‘s business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:
$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

☐ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars ($1,000,000.00) with a maximum deductible of fifty thousand dollars ($50,000.00).

☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars ($3,000,000.00) each occurrence and three million dollars ($3,000,000.00) annual aggregate.

☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 SUBCONTRACTOR INSURANCE COVERAGE

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the

coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 CERTIFICATES OF INSURANCE AND OTHER REQUIREMENTS

Contractor must furnish to DTMB-Procurement, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Procurement, Department of Technology, Management and Budget. Any failure by the carrier to notify an additional insured, however, will not impose any liability or obligation of any kind upon the carrier or invalidate the cancellation.
The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 CODE INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 EMPLOYEE INDEMNIFICATION

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under

worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of software and services supplied by the Contractor or its subcontractors, software and services or the use or reproduction of any documentation provided with the software and services infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the software and services become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the software and services or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with software and services of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State and, if the State is unable to continue to use the software and services during the initial five year term, will refund to the State license and services fees paid by the State up to and including the date of termination of services.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 INDEMNIFICATION PROCEDURES

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and following the 10 day notice period, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at

the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must notify the State of all terms and conditions of the settlement thirty (30) days prior to entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 TERMINATION FOR CAUSE

(a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs will not be excluded as consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of $850,000 more than the prices for the Service/Deliverables provided under this Contract.(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 TERMINATION FOR CONVENIENCE

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

2.154 TERMINATION FOR NON-APPROPRIATION

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the parties, to the extent funds for the State are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 TERMINATION FOR CRIMINAL CONVICTION

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 TERMINATION FOR APPROVALS RESCINDED

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State shall pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the parties. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 RESERVATION OF RIGHTS

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 CONTRACTOR TRANSITION RESPONSIBILITIES

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of services, software, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect

an orderly transition of services within a reasonable period of time that in no event will exceed 30 days. These efforts must include, but are not limited to, those listed in **Section 2.150.**

2.172 CONTRACTOR PERSONNEL TRANSITION

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 CONTRACTOR INFORMATION TRANSITION

The Contractor shall provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with the data generated in the database from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise mutually agreed to by the parties to be in a different format. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 CONTRACTOR SOFTWARE TRANSITION

The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 TRANSITION PAYMENTS

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 STATE TRANSITION RESPONSIBILITIES

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

(a) Reconciling all accounts between the State and the Contractor;
(b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 STOP WORK ORDERS

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must

be identified as a Stop Work Order and must indicate that it is issued under this **Section**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in **Section 2.182**.

2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 ALLOWANCE OF CONTRACTOR COSTS

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section**.**

2.190 Dispute Resolution

2.191 IN GENERAL

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 INFORMAL DISPUTE RESOLUTION

(a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Procurement, DTMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:

(1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.

(3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(4) Following the completion of this process within 60 calendar days, the Director of Procurement, DTMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193. Nothing in this section will prohibit either party from pursuing an available remedy for breach of contract in a court of law.

(c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 INJUNCTIVE RELIEF

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is that the damages to the party resulting from the breach shall be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 CONTINUED PERFORMANCE

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 NONDISCRIMINATION

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 UNFAIR LABOR PRACTICES

Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.204 PREVAILING WAGE

Wages rates and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the Contract. Contractor shall also post, in a conspicuous place, the address and telephone number of the Michigan Department of Licensing and Regulatory Affairs, the agency responsible for enforcement of the wage rates and fringe benefits. Contractor shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 GOVERNING LAW

The Contract shall in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables. Compliance for the purposes of this paragraph is limited to the general operations of Contractor's business and not the functions, features and output of Contractor software.

2.213 JURISDICTION

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint the Secretary of State of the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 LIMITATION OF LIABILITY

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to court costs or reasonable attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State is limited to one times the value of the Contract. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross

negligence or willful misconduct of the Contractor; or to court costs or reasonable attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or

(b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
   (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
   (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor shall make the following notifications in writing:
   (1) Within 30 days of Contractor becoming aware that a change in its ownership or a change that could have a material adverse impact on Contractor's ability to perform. Contractor must notify DTMB-Procurement.
   (2) Contractor shall also notify DTMB Procurement within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers that could have a material adverse impact on Contractor's ability to perform.
   (3) Contractor will also use its best efforts to notify DTMB-Procurement within 30 days after changes to company affiliations occur.

2.232 CALL CENTER DISCLOSURE

Contractor and involved in the performance of this Contract providing call or contact center services to the State shall disclose the location of its call or contact center services to inbound callers. Failure to disclose this information upon inbound caller's request is a material breach of this Contract.

2.233 BANKRUPTCY

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" deliverables and finish the Works in Process by whatever appropriate method the State may deem expedient if:

(a) the Contractor files for protection under the bankruptcy laws;
(b) an involuntary petition is filed against the Contractor and not removed within 30 days;
(c the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
(d) the Contractor makes a general assignment for the benefit of creditors; or
(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process deliverables to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 TIME OF PERFORMANCE

(a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
(b) Without limiting the generality of **Section 2.241,** Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 SERVICE LEVEL AGREEMENT (SLA)

(a) SLAs will be completed with the following operational considerations:

(1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
(2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
(3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
(4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
    (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
    (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) The termination of the Service will not affect any tiered pricing levels.

(c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
(d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 LIQUIDATED DAMAGES-RESERVED

2.244 EXCUSABLE FAILURE

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 20 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by negligent or intentional misconduct of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 DELIVERY OF DELIVERABLES

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is attached, if applicable. All Deliverables shall be completed and delivered for

State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

2.252 CONTRACTOR SYSTEM TESTING

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:

Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor's System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor's test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to this **Section**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

2.253 APPROVAL OF DELIVERABLES, IN GENERAL

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process

set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that shall be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written

Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within twenty (20) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

2.255 PROCESS FOR APPROVAL OF CUSTOM SOFTWARE DELIVERABLES

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

For the Custom Software Deliverables listed in an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by this **Section** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State. Contractor will modify the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.

Within three (3) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this **Section**.

2.256 FINAL ACCEPTANCE

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. The State will provide the Contractor with a final list of all material deficiencies that would prevent Final Acceptance within 60 days of the first production usage. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

2.260 Ownership

2.261 OWNERSHIP OF WORK PRODUCT BY STATE

Notwithstanding the provisions of Section 2.124 above, the Contractor owns all Licensed Programs and customizations made to Licensed Programs, The Contractor owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Licensed Programs

The State owns all Non-Licensed Program Deliverables except as provided for in the above paragraph related to Licensed Programs, as they are work made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Non-Licensed Deliverables.

2.262 VESTING OF RIGHTS

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 RIGHTS IN DATA

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 OWNERSHIP OF MATERIALS

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.265 LICENSED PROGRAMS

1. **LICENSE GRANT**

a) Contractor hereby grants State:
   i) a non-exclusive, perpetual non-transferable license to use the Licensed Programs in object code form only for State's internal business purposes and not to process the data of any other entity;
   ii) to support the number and type of Licenses set forth in the Statement of Work;
   iii) on the number of servers, operating system and for access by the maximum number of simultaneous users or other such restrictions of the Third Party Products as set forth in Statement of Work;

Subsections (i) and (ii) above shall be understood to permit non-employees of State, such as agents or contractors who have a need for access to the Licensed Programs to support the internal operations of State, to be added as users for the Licensed Programs.

b) Except as expressly stated in this Agreement, no other rights, express, implied or otherwise are granted to State.
c) Nothing in this Agreement will be deemed to convey any title or ownership interest in the Licensed Programs to State. State will not sell, disclose, lease, sublease, lend or otherwise make the Licensed Programs available to anyone who does not need access to the Licensed Programs in order for Sate use the Licensed Programs to accomplish their intended purpose.
d) State agrees to reproduce any copyright notices and/or other proprietary legends, regardless of form, contained in, affixed to, or appearing on the Licensed Programs.
e) State will not disassemble or reverse engineer any of the Licensed Programs nor attempt to access or modify the source code version of the Licensed Programs and will not make any derivations, adaptations, or translations of the Licensed Programs in whole or in part, nor use the Licensed Programs to develop functionally similar computer software or to otherwise compete with Contractor

Attachment 1 –RESERVED

Attachment 2 – RESERVED

Attachment 3 – RESERVED

Attachment 4 – RESERVED

Attachment 5 – Service Level Agreement (SLA)

Bidder is also to provide input to Service Level Agreements (SLAs).

Attachment 6 – Requirements

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
Project Planning					
1.0	All documentation provided by the contractor must be in the Microsoft Office suite (e.g., Project, Word, Excel, etc.) or Portable Document Format (PDF).	M	Yes	A	
2.0	The contractor must be the primary contact for all service providers included in this proposal.	M	Yes	A	
3.0	The contractor must provide a high-level project plan outlining activity descriptions, work effort, duration, and resources for a typical base-package installation.	M	Yes	A	
4.0	The contractor must provide a detailed project plan (in hours) and duration (in days) of a typical installation of the base package, including all modules. The project plan must include both State of Michigan (SOM) and contractor effort.	M	Yes	A	
5.0	The contractor must perform project management activities, including implementation and testing of the base system.	M	Yes	A	
6.0	The contractor must meet security requirements and sign the security agreement provided by the SOM.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
7.0	The contractor must develop and present a Disaster Recovery Plan to the SOM. The Recovery plan must include, but not be limited to, person or entities to be notified, authorized messages to be conveyed, actions to be taken by the contractor in attempt to mitigate the catastrophic failure, roles and responsibilities for contractor actions, and recovery and restart procedures.	M	Yes	A	
8.0	The contractor must commit, at the end or termination of the contract, to transfer ownership of (or provide other alternatives to the SOM) for any equipment or proprietary documentation of which the contractor gained ownership during the execution of the contract.	M	Yes	A	
9.0	The contractor must provide readiness assessment services to determine the feasibility of adding the Electronic Medical Business Record System (EMBRS) to the SOM environment.	M	Yes	C	This will be provided as an enhancement to our standard services.
10.0	The contractor must develop detailed project plans for EMBRS implementations and upgrades.	M	Yes	A	
11.0	The contractor must perform system configurations and provide site-level documentation of configuration parameters for the proposed solution.	M	Yes	A	
12.0	The contractor must provide system documentation for the installed and supported solution.	M	Yes	A	
System/Training					

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
14.0	If the Vendor is proposing a vendor hosted solution, the Vendor shall indicate hosted solution. The Vendor shall provide the price if a Vendor Hosted Solution is proposed. See Attachment 9; See Attachment 9; Refer to D.1 on Tab 1 for the Price Proposal Cost Table.	O	Yes	A	Netsmart offers a Vendor Hosted Solution. Netsmart will provide a hosted solution offering that conforms to the RFP submission process.
15.0	The production system must be available to users 24/7/365.	M	Yes	A	It is expected that industry standard windows of preventive maintenance will be allowed as part of this service.
16.0	The vendor shall enter into the system for all active consumers, prior to the production system going live, assessment data (existing from 13 months prior to the date the production system goes live through the go live date) and initial evaluation data that was prepared upon consumer admission. The Vendor shall provide separate pricing in the Customization Cost Table. See Attachment 9; Refer to Tab 3 for the Customization Cost Table.	O	Yes	C	This will be provided as an enhancement to the standard conversion.
711.0	The vendor must provide go-live support	M	Yes	A	
711.1	The vendor must conduct onsite go-live support at each DCH facility	M	Yes	A	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
17.0	The vendor must provide train the trainer and classroom instructions for specified staff in designated locations during the business days of Monday through Friday and during business hours between 8:00 a.m. and 5:00 p.m. To be determined by DCH All SOM staff who must receive train the trainer and classroom instruction must be available at the same time to attend class(s).	M	Yes	A	
710.0	The Vendor must provide System Administration training in addition to train the trainer and classroom instructions.	M	Yes	A	
18.0	The vendor must provide each of the agencies a complete set of training reference manuals; DCH 6; DTMB 1	M	Yes	A	
19.0	The vendor must provide a Help Desk that is staffed (i.e., located) in the continental USA and operational 24/7/365.	M	Yes	A	
20.0	The vendor must utilize a software maintenance cycle that supports the agency compliance schedule.	M	Yes	A	
21.0	The vendor must provide a list of current references during the proposal evaluation phase.	M	Yes	A	
310.0	The vendor must populate EMBRS with consumer point of entry data provided by the SOM from a file produced from the current InfoSys system.	M	Yes	A	
310.1	The vendor must populate EMBRS with consumer demographic data.	M	Yes	A	
310.2	The vendor must populate EMBRS with consumer admission data maintained by each facility.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
310.3	The vendor must populate EMBRS with consumer discharge data maintained by each facility.	M	Yes	A	
310.4	The vendor must populate EMBRS with the Consumer ID that was generated by a facility at the time of service for a consumer at the same facility.	M	Yes	A	
310.5	The vendor must populate EMBRS with all health care data within the current system, including, but not limited to Infirmary, ambulatory, dental, Duane Waters Health Center, Long Term Care, In Patient, Mental Health admission data pertaining to each facility. See RFP, Article 1, Section 1.104, sub-section C., items #5	M	Yes	A	
311.0	The system must create a unique consumer ID number.	M	Yes	A	
311.1	The system must provide the ability to associate the current system's consumer ID with the new system's unique consumer ID number.	M	Yes	A	
311.2	The system must provide the ability to associate a facility location ID to the consumer.	M	Yes	A	
311.3	An authorized role must be able to search for a consumer using either the current unique consumer ID number or the new system's unique consumer ID number.	M	Yes	A	
Global					
620.0	The system must provide a process for tracking all admissions and discharges.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
621.0	The system must provide a process for generating admission/discharge reports by day, month or year.	M	Yes	B	Avatar provides core solution reports that satisfy this requirement. Agency-defined modifications to existing reports or new agency-defined reports may be needed to meet all data requirements.
437.0	The system must be able to provide access to consumer data based on the user role.	M	Yes	A	
441.0	The system provides the ability to make specific fields a required entry.	M	Yes	A	
446.0	The system must allow for A.K.A/alias name entries.	M	Yes	A	
448.0	The system must provide the ability to allow editing of encounter data based on configurable time frames and roles.	M	Yes	A	
449.0	The system must provide the ability to add addendum data to a previously entered encounter for which the time frame has expired.	M	Yes	A	
450.0	The system will provide the ability to, per agency, archive and restore patient information by batch or on an individually basis based on configurable time frames.	E	Yes	C	Avatar has the capability to store an unlimited amount of data. Netsmart offers tools and archiving programs with additional development. Records for those clients defined as “inactive” are easily accessible for viewing and reporting. Access to client records that have been remove from the database and placed in an external archive, are not readily accessible through Avatar. When archived all data is formatted in a file that is available for importing into the database.
451.0	The system will provide the ability to, per agency, physically delete patient information by batch or on an individually basis based on configurable time frames.	E	Yes	C	See response to requirement 450.0.
499.0	The system must provide centralized setup and administration to ensure customization occurs in a consistent way across an organization.	M	Yes	A	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
22.0	The system must have the ability to produce reports based on, but not be limited to, defined consumer demographic data and/or court order number.	M	Yes	A	
22.1	An authorized role must be able to perform a search on defined consumer demographics to produce a report.	M	Yes	A	
22.2	An authorized role must be able to print a defined report.	M	Yes	A	
22.3	The Username and Passwords must meet State of Michigan Account & Password standard - 1.3 Global Password & Account Standard. See Attachment 6.3; “1.3 Global Password & Account Standard” for further details.	M	Yes	A	
23.0	The system will process a fax for information that is in either electronic or printed copy form.	E	Yes	A	Information can be faxed directly from Avatar solution output using third party fax services
23.1	The system will be able to electronically send a fax.	E	Yes	A	Please see the response to requirement 23.0.
23.2	The system will be able to electronically receive a fax.	E	Yes	C	For incoming faxes, Avatar easily integrates with third party print/fax utilities and servers such as Kofax which has the ability to capture metadata of incoming faxes.
23.3	The system will be able to send a fax using printed copy.	E	Yes	C	Please see the response to requirement 23.0.
24.0	The system must allow for the entry of values used in systematic calendar calculations.	M	Yes	A	
24.1	An authorized role must be able to enter the number of days used in passage of time calculations applied to systematic event monitoring.	M	Yes	A	
24.2	An authorized role must be able to view the number of days used in passage of time calculations applied to systematic event monitoring.	M	Yes	A	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
24.3	An authorized role must be able to update the number of days used in passage of time calculations applied to systematic event monitoring.	M	Yes	A	
25.0	The system must maintain User ID data pertaining to all transaction activity for audit trail purposes.	M	Yes	A	
25.1	The system must record the User ID used when a data entry transaction is completed.	M	Yes	A	
25.2	The system must record the User ID used when a data update transaction is completed.	M	Yes	A	
25.3	The system must record the User ID used when a logical or a physical data delete transaction is completed.	M	Yes	A	
707.0	Role based security must be configurable to allow or prevent deletion of logical transactions.	M	Yes	A	
312.0	The system must maintain date and time stamp data pertaining to all transaction activity for audit trail purposes.	M	Yes	A	
312.1	The system must record date and time stamp data when a data entry transaction is completed.	M	Yes	A	
312.2	The system must record date and time stamp data when a data update transaction is completed.	M	Yes	A	
312.3	The system must record date and time stamp data when a logical or a physical data delete transaction is completed.	M	Yes	A	
26.0	The system must maintain service category data.	M	Yes	A	
26.1	An authorized role must be able to enter service category names.	M	Yes	A	
26.2	An authorized role must be able to view service category names.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
26.3	An authorized role must be able to update service category names.	M	Yes	A	
27.0	The system must maintain service activity name data.	M	Yes	A	
27.1	An authorized role must be able to enter service activity names.	M	Yes	A	
27.2	An authorized role must be able to view service activity names.	M	Yes	A	
27.3	An authorized role must be able to update service activity names.	M	Yes	A	
28.0	The system must be able to associate one or more service activity names to only one service category name.	M	Yes	A	
29.0	The system must allow entry of staff billable activity time and types that involves direct consumer contact.	M	Yes	A	
29.1	An authorized role must be able to enter a start time associated with a billable activity and accompanying billable service code.	M	Yes	A	
29.2	An authorized role must be able to view a start time associated with a billable activity and accompanying billable service code.	M	Yes	A	
29.3	An authorized role must be able to update a start time associated with a billable activity and accompanying billable service code.	M	Yes	A	
29.4	An authorized role must be able to enter a stop time associated with a billable activity and accompanying billable service code.	M	Yes	A	
29.5	An authorized role must be able to view a stop time associated with a billable activity and accompanying billable service code.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
29.6	An authorized role must be able to update a stop time associated with a billable activity and accompanying billable service code.	M	Yes	A	
312.0	The system must maintain billable service and associated billable service code data.	M	Yes	A	
312.1	An authorized role must be able to add billable service and associated billable service code data.	M	Yes	A	
312.2	An authorized role must be able to view billable service and associated billable service code data.	M	Yes	A	
312.3	An authorized role must be able to update billable service and associated billable service code data.	M	Yes	A	
312.4	An authorized role must be able to amend billable service and associated billable service code data.	M	Yes	A	
30.0	The system will be able to maintain digitally captured consumer and staff signatures on an electronic form.	E	Yes	A	
30.1	The system will be able to collect a digitally captured signature on an electronic form.	E	Yes	A	
30.2	The system will be able to store a digitally captured signature.	E	Yes	A	
30.21	The system will be able to associate a digitally captured signature with the electronic form and data that was displayed when the signature was captured.	E	Yes	A	
30.3	An authorized role will be able to view an electronic form populated with data and electronic signatures.	E	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
30.4	An authorized role will be able to print a form that merges the electronic template used at the time of data entry, the entered data, and electronically captured signatures.	E	Yes	B	This is accomplished with an agency defined report created using an ODBC or JDBC compliant report writing tool, such as SAP Crystal Reports.
33.0	The system will comply with The Joint Commission's ORYX® performance measurement requirements. Compliance includes the flexibility to add or revise required or optional quality measurement criteria and upload data to an identified intermediary.	E	Yes	A	Avatar includes ORYX/NRI reporting.
708.0	Contractor must become a Business Associate with the SOM See Attachment 6.4 for details	M	Yes	A	
713.0	Contractor's solution will be Meaningful Use certified by an ONC-ATCB (Office of the National Coordinator for Health Information Technology (ONC) - Authorized Testing and Certification Body(ATCB)) certification provider such as CCHIT (Certification Commission for Health Information Technology) or Drummond Group Inc.	E	Yes	A	
Interfaces					
34.0	The system must provide analytical trending functionality or export diagnosis, treatment, and behavioral observation data in a format usable by the Statistical Package for the Social Sciences (SPSS) software or through other data analytic software such as WebFOCUS.	M	Yes	A	The Avatar database is presented as Structured Query Language (SQL) tables that are ODBC and JDBC compliant. Access to the database is available using any compliant report writing software, such as SAP Crystal Reports. Microsoft Access, SPSS, SAS, Excel and Oracle DB-Writer are additional examples of the reporting tools that are capable of Avatar database access.
35.0	The system must be able to exchange data with external and internal systems.	M	Yes	C	Netsmart's Avatar solution is interfaced with internal and external third party systems using custom web services or HL7 interfaces.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
35.1	The system must be able to export data using different file formats.	M	Yes	A	
35.11	The system must export data using a comma delimited file format.	M	Yes	A	
35.12	The system must export data using a tab-delimited file format.	M	Yes	A	
35.13	The system must export data using a fixed length record.	M	Yes	A	Using ODBC, fixed length and other formats are supported.
35.14	The system must export data using an Extensible Markup Language (XML) file format.	M	Yes	A	
35.15	The system must make data available to an external query tool.	M	Yes	A	Please see the response to requirement 34.0.
35.16	The system must export data using a pipe or comma delimited file format.	M	Yes	A	
35.17	The system must transmit data using an interface required by the pharmacy services. (See Attachment 11 for the pharmacy file specifications.)	M	Yes	C	This is accomplished with a custom HL7 interface.
35.2	The system must transmit data using an interface required by the billing service. See Attachment 11 for the billing file specifications.	M	Yes	C	This is accomplished with a custom HL7 interface.
712.0	The system must transmit data using an interface required by the State billing system. See Attachment 11 for the billing file specifications.	M	Yes	C	This is accomplished with a custom HL7 interface.
35.21	An authorized role must be able to export billable services data that includes the 12:01 a.m. consumer location.	M	Yes	A	
35.22	The billing service data file must include a consumer diagnosis.	M	Yes	A	
35.221	An authorized role must be able to enter a diagnosis pertaining to a consumer.	M	Yes	A	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
35.222	An authorized role must be able to view a diagnosis pertaining to a consumer.	M	Yes	A	
35.223	An authorized role must be able to update a diagnosis pertaining to a consumer.	M	Yes	A	
35.224	An authorized role must be able to amend a diagnosis pertaining to a consumer.	M	Yes	A	
35.225	An authorized role must be able to logically delete a diagnosis pertaining to a consumer.	M	Yes	A	
35.23	The billing service data file must include facility staff daily task times that are associated with direct consumer contact.	M	Yes	A	
35.231	An authorized role must be able to enter the amount of time spent performing a daily task that involved direct consumer contact.	M	Yes	A	
35.232	An authorized role must be able to view the amount of time spent performing a daily task that involved direct consumer contact.	M	Yes	A	
35.233	An authorized role must be able to update the amount of time spent performing a daily task that involved direct consumer contact.	M	Yes	A	
35.24	The billing service data file must include a billable service code and an associated billable dollar amount for each facility staff activity that is associated with direct consumer contact.	M	Yes	A	
35.241	An authorized role must be able to enter a billable service code and billable dollar amount for each facility staff activity performed in association with direct consumer contact.	M	Yes	A	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
35.242	An authorized role must be able to view a billable service code and billable dollar amount for each facility staff activity performed in association with direct consumer contact.	M	Yes	A	
35.243	An authorized role must be able to update a billable service code and billable dollar amount for each facility staff activity performed in association with direct consumer contact.	M	Yes	A	
35.25	The billing service data file must include consumer laboratory work charges.	M	Yes	A	
35.251	An authorized role must be able to enter laboratory work charges.	M	Yes	A	
35.252	An authorized role must be able to view laboratory work charges.	M	Yes	A	
35.253	An authorized role must be able to update laboratory work charges.	M	Yes	A	
35.26	The billing service data file must include nurse administration of injectable tests and vaccines to consumers.	M	Yes	A	
35.261	An authorized role must be able to enter data indicating that an injectable test or vaccine was administered to a consumer.	M	Yes	A	
35.262	An authorized role must be able to view data indicating that an injectable test or vaccine was administered to a consumer.	M	Yes	A	
35.263	An authorized role must be able to update data indicating that an injectable test or vaccine was administered to a consumer.	M	Yes	A	
35.264	An authorized role must be able to amend data indicating that an injectable test or vaccine was administered to a consumer.	M	Yes	A	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
35.27	The billing service data file must include nurse administration of glucose tests to consumers.	M	Yes	A	
35.271	An authorized role must be able to enter data indicating that a glucose test was administered to a consumer.	M	Yes	A	
35.272	An authorized role must be able to view data indicating that a glucose test was administered to a consumer.	M	Yes	A	
35.273	An authorized role must be able to update data indicating that a glucose test was administered to a consumer.	M	Yes	A	
705.0	The system could electronically transfer fasting blood sugar (FBS) data information from the device into EMBRS.	O	No	C	Development is needed to satisfy this requirement.
35.3	The system must receive data using the file format utilized by the billing service.	M	Yes	C	This is accomplished with a custom HL7 interface.
35.4	The system must receive data using the interface utilized by the billing service.	M	Yes	C	This is accomplished with a custom HL7 interface.
35.5	The system must import data using the interface utilized by pharmacy services.	M	Yes	C	This is accomplished with a custom HL7 interface.
36.0	The system must be able to receive data from an external laboratory service.	M	Yes	A	This is accomplished through CareConnect.
36.1	The system must be able to import a Portable Document Format (PDF) image received from an external laboratory service.	M	Yes	A	
36.2	The system must be able to store an imported PDF image.	M	Yes	A	
36.3	An authorized role must be able to view a stored PDF image.	M	Yes	A	
36.4	An authorized role must be able to print a stored PDF image.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
37.0	The system must include scanning functionality.	M	Yes	A	
37.1	The system must be able to create a PDF image from a scanned document.	M	Yes	A	
37.2	The system must be able to store a PDF image from a scanned document.	M	Yes	A	
38.0	The system will be able to import data from the current Court Tracking System (CTS) as a one-time data conversion process. The Vendor shall provide separate pricing in the Customization Cost Table. See Attachment 9; Refer to Tab 3 for the Customizations Cost Table.	E	Yes	C	Development is needed to satisfy this requirement.
482.0	The Vendor must provide ongoing support (DOC) for the Pharmacy to export electronic medication orders from the EMBRS to the pharmacy and to establish an EMAR.	M	Yes	C	This is accomplished with a custom HL7 interface. Pharmacy
483.0	The Vendor will provide ongoing support for the OMNI interface to support import of consumer data and develop export of scheduling, medical, dietary, dental and mental health data etc. as defined by DOC	E	Yes	C	This is accomplished with a custom HL7 or web service interface.
Implementation					
709.0	Different system implementation approaches must be used for each agency.	M	Yes	A	
709.1	A phased implementation approach will be used for the DCH facilities.	E	Yes	A	
709.1.1	The initial implementation must occur at one of the five DCH facilities.	E	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
709.1.2	The second implementation must simultaneously occur at two of the remaining four unimplemented DCH facilities.	E	Yes	A	
709.1.3	The third implementation must simultaneously occur at the remaining two unimplemented DCH facilities.	E	Yes	A	
709.4	The final implementation schedule must be mutually agreed upon by DCH, DTMB, and the Contractor.	M	Yes	A	
First Contact					
39.0	A unique consumer identification number must be systematically generated when a new consumer name is entered into the system.	M	Yes	A	
40.0	The system must maintain consumer referral data.	M	Yes	A	
40.1	An authorized role must be able to enter consumer referral data.	M	Yes	A	
40.2	An authorized role must be able to view consumer referral data.	M	Yes	A	
40.3	An authorized role must be able to update consumer referral data.	M	Yes	A	
40.4	An authorized role must be able to amend consumer referral data.	M	Yes	A	
41.0	The system must maintain forensic data for a consumer who is not admitted to a facility.	M	Yes	B	This is accomplished through a combination of core solution and agency-defined screens. The consumer must have a system assigned client ID or call intake ID in order to submit the information.
41.1	An authorized role will be able to enter forensic data for a non-admitted consumer.	E	Yes	B	Please see the response to requirement 41.0.
41.2	An authorized role will be able to view forensic data for a non-admitted consumer.	E	Yes	A	
41.3	An authorized role will be able to update forensic data for a non-admitted consumer.	E	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
41.4	An authorized role will be able to amend forensic data for a non-admitted consumer.	E	Yes	A	
42.0	The system will maintain a consumer record	E	Yes	A	
42.1	An authorized role will be able to enter the date that a facility received a phone call from CMH to notify them about an incoming consumer. CMH = Community Mental Health	E	Yes	A	
42.2	An authorized role will be able to enter the date that a facility received a phone call or court order from the court to notify them of an incoming consumer.	E	Yes	A	
42.3	Authorized role will enter consumer's first name.	E	Yes	A	
42.31	Authorized role will enter consumer's first name Also Known As (i.e., A.K.A.), if available.	E	Yes	A	
42.4	Authorized role will enter consumer's middle name or middle initial, if available.	E	Yes	A	
42.5	Authorized role will enter consumer's last name.	E	Yes	A	
42.51	Authorized role will enter consumer's last name Also Known As (i.e., A.K.A.), if available.	E	Yes	A	
42.6	Authorized role will enter consumer's date of birth.	E	Yes	A	
42.7	Authorized role will enter consumer's address, (address of both parents, and any legal guardian or DHS, if applicable).	E	Yes	A	
Pre-Admission					
43.0	The system must allow new consumer demographic data not previously captured during first contact to be added.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
43.1	An authorized role must be able to enter additional demographic data pertaining to a consumer.	M	Yes	B	Avatar includes the ability to add agency-defined fields as needed.
43.2	An authorized role must be able to view additional demographic data pertaining to a consumer.	M	Yes	A	
43.3	An authorized role must be able to update additional demographic data pertaining to a consumer.	M	Yes	A	
44.0	An authorized role must be able to perform a consumer search.	M	Yes	A	
44.1	Authorized role must be able to perform a consumer search based on consumer's first name.	M	Yes	A	
44.2	Authorized role must be able to perform a consumer search based on consumer's last name.	M	Yes	A	
44.3	Authorized role must be able to perform a consumer search based on consumer's record number.	M	Yes	A	
44.4	Authorized role must be able to perform a consumer search based on consumer's date of birth.	M	Yes	A	
44.5	An authorized role must be able to perform a consumer search based on the consumer's Social Security Number (SSN).	M	Yes	A	
44.6	An authorized role must be able to perform a consumer search based on the consumer's court docket/court order number. The court docket/court order number is a unique identifier assigned by the court.	M	Yes	C	Development is needed to satisfy this requirement.
45.0	An authorized role must be able to view consumer historical data.	M	Yes	A	
46.0	The system must capture an electronic patient/guardian consent form.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
47.0	The system will capture an electronic signature from the patient and/or guardian.	E	Yes	B	This is accomplished through agency-defined screens.
48.0	The system will maintain facility bed availability data.	E	Yes	A	
48.1	An authorized role will be able to enter bed availability data.	E	Yes	A	
48.2	An authorized role will be able to view bed availability data.	E	Yes	A	
48.3	An authorized role will be able to update bed availability data.	E	Yes	A	
50.0	The system must keep track of whether a consumer has been provided all required legal documents and admission information upon arrival at a facility.	M	Yes	B	This is accomplished through a combination of core solution and agency-defined screens.
50.1	An authorized role must be able to select an indicator specifying that a consumer was provided all required legal documents upon facility admission.	M	Yes	B	This is accomplished by adding the requested field to the admission screen using site specific section modeling.
50.2	An authorized role must be able to view a selected indicator that specifies that a consumer was provided all required legal documents and admission information upon facility admission.	M	Yes	B	This is accomplished by adding the requested field to the admission screen using site specific section modeling. Authorized users can view the indicator directly from the screen or create agency defined widgets that display the indicator in the consumer's chart view dashboard or the user's myAvatar home view dashboard (for multiple consumers).
50.3	An authorized role must be able to deselect the indicator that specifies that a consumer was provided all required legal documents and admission information upon facility admission.	M	Yes	B	This is accomplished by adding the requested field to the admission screen using site specific section modeling.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
50.4	An authorized role must be able to provide an electronic signature indicating compliance and enter the date that they provided a consumer with all required legal documents and admission information upon facility admission.	M	Yes	B	This is accomplished through agency-defined screens.
50.41	An authorized role must be able to update the date that a consumer was provided all required legal documents and admission information upon facility admission.	M	Yes	B	This is accomplished through agency-defined fields and screens.
50.42	An authorized role must be able to view the electronic signature and date that a consumer was provided all required legal documents and admission information upon facility admission.	M	Yes	B	This is accomplished through agency-defined screens or reports.
314.0	The system must maintain data pertaining to the consumer method of arrival at a facility.	M	Yes	B	Avatar includes the ability to add agency-defined fields as needed.
314.1	An authorized role must be able to enter consumer method of arrival (and name of ambulance company, if applicable) data.	M	Yes	B	This is accomplished by adding the requested field to the admission screen using site specific section modeling.
314.2	An authorized role must be able to view consumer method of arrival (and name of ambulance company, if applicable) data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, agency-defined widgets or reports.
314.3	An authorized role must be able to update consumer method of arrival (and name of ambulance company, if applicable) data.	M	Yes	B	Avatar includes the ability to add agency-defined fields as needed.
Admission					
51.0	An authorized role will be able to enter demographic data not yet captured during first contact and/or pre-admission.	E	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
52.0	An authorized role will be able to enter documentation or legal paperwork into the system in order for a new consumer to be entered into EMBRS.	E	Yes	A	
53.0	The system must maintain unique consumer ID numbers.	M	Yes	A	
53.1	An authorized role must be able to assign a case number to each consumer.	M	Yes	A	
54.0	The system must maintain consumer demographic data.	M	Yes	A	
54.1	An authorized role must be able to merge a consumer demographic record.	M	Yes	A	
54.2	An authorized role must be able to unmerge a consumer demographic record.	M	Yes	A	
55.0	The system must be able to store the dates for when each assessment was performed.	M	Yes	A	
56.0	An authorized role must be able to enter dates when an assessment was performed.	M	Yes	A	
57.0	The system must maintain data for a minimum of 12 sources of financial compensation. An example of a source of compensation is an insurance policy.	M	Yes	A	
57.1	An authorized role must be able to enter financial compensation source data.	M	Yes	A	
57.2	An authorized role must be able to view financial compensation source data.	M	Yes	A	
57.3	An authorized role must be able to update financial compensation source data.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
57.4	An authorized role must be able to amend financial compensation source data.	M	Yes	A	
58.0	The system must maintain data pertaining to a person who visits a consumer who is admitted to a facility.	M	Yes	B	This is accomplished through agency-defined screens.
58.1	An authorized role must be able to enter the first name, last name, address, telephone number, relationship to the visited consumer, and optional notes/comments of a consumer visitor.	M	Yes	B	
58.2	An authorized role must be able to view the first name, last name, address, telephone number, relationship to the visited consumer, and optional notes/comments of a consumer visitor.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, agency-defined widgets or reports.
58.3	An authorized role must be able to update the first name, last name, address, telephone number, relationship to the visited consumer, and optional notes/comments of a consumer visitor.	M	Yes	A	
58.4	An authorized role must be able to enter the date and time that the consumer visitation started.	M	Yes	A	
58.5	An authorized role must be able to enter the date and time that the consumer visitation ended.	M	Yes	A	
58.6	The system must maintain the consumer visitor's signature.	M	Yes	A	
58.61	The system must allow a consumer visitor to electronically sign his/her name upon arrival at the facility.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
58.62	An authorized role must be able to view the consumer visitor's electronic signature.	M	Yes	A	
315.0	An authorized role must be able to select an indicator specifying that a consumer visitor's identity was verified.	M	Yes	B	Avatar includes the ability to add agency-defined fields as needed.
316.0	An authorized role must be able to view a selected indicator specifying that a consumer visitor's identity was verified.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, agency-defined widgets or reports.
317.0	An authorized role must be able to deselect the indicator specifying that a consumer visitor's identity was verified.	M	Yes	B	
318.0	The system must maintain a list of visitor names approved to or disapproved from visiting a consumer.	M	Yes	B	This is accomplished through agency-defined screens.
318.1	An authorized role must be able to add the name of a visitor who is approved to visit a consumer.	M	Yes	B	
318.2	An authorized role must be able to view the name of a visitor who is approved to visit a consumer.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, agency-defined widgets or reports.
318.3	An authorized role must be able to update the name of a visitor who is approved to visit a consumer.	M	Yes	B	
318.4	An authorized role must be able to add the name of a visitor who is disapproved to visit a consumer.	M	Yes	B	
318.5	An authorized role must be able to view the name of a visitor who is disapproved to visit a consumer.	M	Yes	B	
318.6	An authorized role must be able to update the name of a visitor who is disapproved to visit a consumer.	M	Yes	B	
Assessments					

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
59.0	The system must be able to support date range functionality as part of the consumer assessment history.	M	Yes	A	
60.0	The system must maintain admission assessment data.	M	Yes	A	
60.1	An authorized role must be able to document admission assessments for a consumer who has transferred from one facility to another.	M	Yes	A	
60.2	An authorized role must be able to enter admission assessment data.	M	Yes	A	
60.3	An authorized role must be able to view admission assessment data.	M	Yes	A	
60.4	An authorized role must be able to update admission assessment data.	M	Yes	A	
60.5	An authorized role must be able to amend admission assessment data.	M	Yes	A	
61.0	The system must maintain high risk behavior assessment data.	M	Yes	B	This is accomplished through agency-defined screens.
61.1	An authorized role must be able to enter high risk behavior assessment data.	M	Yes	B	
61.2	An authorized role must be able to view high risk assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
61.3	An authorized role must be able to update high risk assessment data.	M	Yes	B	
61.4	An authorized role must be able to amend high risk assessment data.	M	Yes	B	
62.0	The system must maintain nursing assessment data.	M	Yes	B	
62.1	An authorized role must be able to enter nursing assessment data.	M	Yes	B	
62.2	An authorized role must be able to view nursing assessment data.	M	Yes	B	The information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
62.3	An authorized role must be able to update nursing assessment data.	M	Yes	B	
62.4	An authorized role must be able to amend nursing assessment data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
63.0	The system must maintain physical assessment data. Refer to Tab 4 of Attachment 6a for the data elements.	M	Yes	B	The physical assessment provides the ability to add agency specific fields as needed.
63.1	An authorized role must be able to enter physical assessment data.	M	Yes	B	
63.2	An authorized role must be able to view physical assessment data.	M	Yes	B	The information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
63.3	An authorized role must be able to update physical assessment data.	M	Yes	B	
63.4	An authorized role must be able to amend physical assessment data.	M	Yes	B	
64.0	The system must maintain psychosocial assessment data. Refer to Tab 9 of Attachment 6a for the data elements.	M	Yes	B	The psychosocial assessment provides the ability to add agency specific fields as needed.
64.1	An authorized role must be able to enter psychosocial assessment data.	M	Yes	B	
64.2	An authorized role must be able to view psychosocial assessment data.	M	Yes	B	The information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
64.3	An authorized role must be able to update psychosocial assessment data.	M	Yes	B	
64.4	An authorized role must be able to amend psychosocial assessment data.	M	Yes	B	
65.0	The system must maintain dietary assessment data.	M	Yes	B	This is accomplished through agency-defined screens.
65.1	An authorized role must be able to enter dietary assessment data.	M	Yes	B	
65.2	An authorized role must be able to view dietary assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
65.3	An authorized role must be able to update dietary assessment data.	M	Yes	B	
65.4	An authorized role must be able to amend dietary assessment data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
66.0	The system must maintain functional skills assessment data. Refer to Tab 21 of Attachment 6a for the data elements.	M	Yes	B	The functional skills assessment provides the ability to add agency specific fields as needed.
66.1	An authorized role must be able to enter functional skills assessment data.	M	Yes	B	
66.2	An authorized role must be able to view functional skills assessment data.	M	Yes	B	The information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
66.3	An authorized role must be able to update functional skills assessment data.	M	Yes	B	
66.4	An authorized role must be able to amend functional skills assessment data.	M	Yes	B	
67.0	The system must maintain Recreational Therapy (RT) assessment data. Refer to Tab 23 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
67.1	An authorized role must be able to enter RT assessment data.	M	Yes	B	
67.2	An authorized role must be able to view RT assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
67.3	An authorized role must be able to update RT assessment data.	M	Yes	B	
67.4	An authorized role must be able to amend RT assessment data.	M	Yes	B	
68.0	The system must maintain dental assessment data.	M	Yes	B	This is accomplished through agency-defined screens.
68.1	An authorized role must be able to enter dental assessment data.	M	Yes	B	
68.2	An authorized role must be able to view dental assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
68.3	An authorized role must be able to update dental assessment data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
68.4	An authorized role must be able to amend dental assessment data.	M	Yes	B	
69.0	The system must maintain initial (IPOS) meeting assessment data. IPOS = Individual Plan of Service	M	Yes	B	This is accomplished through agency-defined screens.
69.1	An authorized role must be able to enter initial (IPOS) meeting assessment data. Refer to Tab 45 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
69.2	An authorized role must be able to view initial (IPOS) meeting assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
69.3	An authorized role must be able to update initial (IPOS) meeting assessment data.	M	Yes	B	
69.4	An authorized role must be able to amend initial (IPOS) meeting assessment data.	M	Yes	B	
70.0	The system must maintain IPOS pre-planning worksheet data. Refer to Tab A28 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
70.1	An authorized role must be able to enter IPOS pre-planning worksheet data.	M	Yes	B	
70.2	An authorized role must be able to view IPOS pre-planning worksheet data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
70.3	An authorized role must be able to update IPOS pre-planning worksheet data.	M	Yes	B	
70.4	An authorized role must be able to amend IPOS pre-planning worksheet data.	M	Yes	B	
71.0	The system must maintain social work assessment data. Refer to Tab 1 of Attachment 6a for the data elements.	M	Yes	B	The social work assessment provides the ability to add agency specific fields as needed.

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
71.1	An authorized role must be able to enter social work assessment data.	M	Yes	B	
71.2	An authorized role must be able to view social work assessment data.	M	Yes	B	The information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
71.3	An authorized role must be able to update social work assessment data.	M	Yes	B	
71.4	An authorized role must be able to amend social work assessment data.	M	Yes	B	
73.0	The system must maintain consumer Recreational Therapy (RT) and Activity Therapy (AT) assessment data.	M	Yes	B	This is accomplished through agency-defined screens.
73.1	An authorized role must be able to enter consumer RT and AT assessment data.	M	Yes	B	
73.2	An authorized role must be able to view consumer RT and AT assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
73.3	An authorized role must be able to update consumer RT and AT assessment data.	M	Yes	B	
73.4	An authorized role must be able to amend consumer RT and AT assessment data.	M	Yes	B	
74.0	The system must maintain religious assessment data.	M	Yes	B	This is accomplished through agency-defined screens.
74.1	An authorized role must be able to enter religious assessment data.	M	Yes	B	
74.2	An authorized role must be able to view religious assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
74.3	An authorized role must be able to update religious assessment data.	M	Yes	B	
74.4	An authorized role must be able to amend religious assessment data.	M	Yes	B	
319.0	The system must maintain consumer religious preference and spiritual needs data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
319.1	An authorized role must be able to enter consumer religious preference and spiritual needs data.	M	Yes	B	
319.2	An authorized role must be able to view consumer religious preference and spiritual needs data.	M	Yes	B	
319.3	An authorized role must be able to update consumer religious preference and spiritual needs data.	M	Yes	B	
319.4	An authorized role must be able to amend consumer religious preference and spiritual needs data.	M	Yes	B	
75.0	The system must maintain consumer freedom of movement assessment data. Freedom of movement pertains to physical access to specific areas on facility grounds.	M	Yes	B	This is accomplished through agency-defined screens.
75.1	An authorized role must be able to enter consumer freedom of movement assessment data.	M	Yes	B	
75.2	An authorized role must be able to view consumer freedom of movement assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
75.3	An authorized role must be able to update consumer freedom of movement assessment data.	M	Yes	B	
75.4	An authorized role must be able to amend consumer freedom of movement assessment data.	M	Yes	B	
76.0	The system must maintain seclusion/restraint data.	M	Yes	B	
76.1	An authorized role must be able to enter seclusion/restraint assessment data.	M	Yes	B	
76.2	An authorized role must be able to view seclusion/restraint assessment data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
76.3	An authorized role must be able to update seclusion/restraint assessment data.	M	Yes	B	
76.4	An authorized role must be able to amend seclusion/restraint assessment data.	M	Yes	B	
77.0	The system must maintain NGRI summary report data. NGRI = Not Guilty by Reason of Insanity	M	Yes	B	This is accomplished through agency-defined screens.
77.1	An authorized role must be able to enter NGRI summary report data.	M	Yes	B	
77.2	An authorized role must be able to view NGRI summary report data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
77.3	An authorized role must be able to update NGRI summary report data.	M	Yes	B	
77.4	An authorized role must be able to amend NGRI summary report data.	M	Yes	B	
78.0	The system must maintain IST evaluation/progress report data, when applicable. IST = Incompetent to Stand Trial. A patient admitted for treatment to restore him/her to competency, in connection with an order issued by a criminal court (i.e., district court or circuit court); these admissions are ordered pursuant to MCL330.2032.	M	Yes	B	This is accomplished through agency-defined screens.
78.1	An authorized role must be able to enter IST evaluation/progress report data.	M	Yes	B	
78.2	An authorized role must be able to view IST evaluation/progress report data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
78.3	An authorized role must be able to update IST evaluation/progress report data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
78.4	An authorized role must be able to amend IST evaluation/progress report data.	M	Yes	B	
79.0	The system must maintain psychiatric assessment data. Refer to Tab 2 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
79.1	An authorized role must be able to enter psychiatric assessment data.	M	Yes	B	
79.2	An authorized role must be able to view psychiatric assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
79.3	An authorized role must be able to update psychiatric assessment data.	M	Yes	B	
79.4	An authorized role must be able to amend psychiatric assessment data.	M	Yes	B	
80.0	The system must maintain psychological assessment data.	M	Yes	B	The psychological assessment provides the ability to add agency specific fields as needed.
80.1	An authorized role must be able to enter psychological assessment data.	M	Yes	B	
80.2	An authorized role must be able to view psychological assessment data.	M	Yes	B	The information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
80.3	An authorized role must be able to update psychological assessment data.	M	Yes	B	
80.4	An authorized role must be able to amend psychological assessment data.	M	Yes	B	
81.0	The system must maintain nutrition assessment data. Refer to Tab 13 of Attachment 6a for the data elements.	M	Yes	B	The nutrition assessment provides the ability to add agency specific fields as needed.
81.1	An authorized role must be able to enter nutrition assessment data.	M	Yes	B	
81.2	An authorized role must be able to view nutrition assessment data.	M	Yes	B	The information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
81.3	An authorized role must be able to update nutrition assessment data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
81.4	An authorized role must be able to amend nutrition assessment data.	M	Yes	B	
85.0	The system must maintain diagnosis review data.	M	Yes	A	
85.1	An authorized role must be able to enter diagnosis review data.	M	Yes	A	
85.2	An authorized role must be able to view diagnosis review data.	M	Yes	A	
85.3	An authorized role must be able to update diagnosis review data.	M	Yes	A	
85.4	An authorized role must be able to amend diagnosis review data.	M	Yes	A	
86.0	The system must maintain discharge, transfer, or ALS data.	M	Yes	A	
86.1	An authorized role must be able to enter discharge, transfer, or ALS data.	M	Yes	A	
86.2	An authorized role must be able to view discharge, transfer, or ALS data.	M	Yes	A	
86.3	An authorized role must be able to update discharge, transfer, or ALS data.	M	Yes	A	
86.4	An authorized role must be able to amend discharge, transfer, or ALS data.	M	Yes	A	
87.0	The system must maintain suicide assessment data.	M	Yes	B	This is accomplished through agency-defined screens.
87.1	An authorized role must be able to enter suicide assessment data.	M	Yes	B	
87.2	An authorized role must be able to view suicide assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
87.3	An authorized role must be able to update suicide assessment data.	M	Yes	B	
87.4	An authorized role must be able to amend suicide assessment data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
88.0	The system must maintain occupational therapy assessment data. Refer to Tab 20 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
88.1	An authorized role must be able to enter occupational therapy assessment data.	M	Yes	B	
88.2	An authorized role must be able to view occupational therapy assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
88.3	An authorized role must be able to update occupational therapy assessment data.	M	Yes	B	
88.4	An authorized role must be able to amend occupational therapy assessment data.	M	Yes	B	
89.0	The system must maintain vocational/work readiness assessment data. Refer to Tab 8 of Attachment 6a for the data elements.	M	Yes	B	The vocational assessment provides the ability to add agency specific fields as needed.
89.1	An authorized role must be able to enter vocational/work readiness assessment data.	M	Yes	B	
89.2	An authorized role must be able to view vocational/work readiness assessment data.	M	Yes	B	The information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
89.3	An authorized role must be able to update vocational/work readiness assessment data.	M	Yes	B	
89.4	An authorized role must be able to amend vocational/work readiness assessment data.	M	Yes	B	
90.0	The system must maintain speech and language, including preferred language and communication needs of consumer assessment data.	M	Yes	B	This is accomplished through agency-defined fields and screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
90.1	An authorized role must be able to enter speech and language (including preferred language and communication needs of consumer) assessment data.	M	Yes	B	
90.2	An authorized role must be able to view speech and language (including preferred language and communication needs of consumer) assessment data.	M	Yes	B	
90.3	An authorized role must be able to update speech and language (including preferred language and communication needs of consumer) assessment data.	M	Yes	B	
90.4	An authorized role must be able to amend speech and language (including preferred language and communication needs of consumer) assessment data.	M	Yes	B	
320.0	The system must maintain preferred language and communication needs data pertaining to the consumer's parent or guardian.	M	Yes	B	The parent/guardian information screen provides the ability to add agency specific fields as needed.
320.1	An authorized role must be able to enter the preferred language and communication needs data as identified by the consumer's parent or guardian.	M	Yes	B	
320.2	An authorized role must be able to view the preferred language and communication needs data as identified by the consumer's parent or guardian.	M	Yes	B	The information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
320.3	An authorized role must be able to update the preferred language and communication needs data as identified by the consumer's parent or guardian.	M	Yes	B	
320.4	An authorized role must be able to amend the preferred language and communication needs data as identified by the consumer's parent or guardian.	M	Yes	B	
91.0	The system must maintain anger management assessment data.	M	Yes	B	This is accomplished through agency-defined screens.
91.1	An authorized role must be able to enter anger management assessment data.	M	Yes	B	
91.2	An authorized role must be able to view anger management assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
91.3	An authorized role must be able to update anger management assessment data.	M	Yes	B	
91.4	An authorized role must be able to amend anger management assessment data.	M	Yes	B	
92.0	The system must maintain fall risk assessment data.	M	Yes	B	This is accomplished through agency-defined screens.
92.1	An authorized role must be able to enter fall risk assessment data.	M	Yes	B	
92.2	An authorized role must be able to view fall risk assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
92.3	An authorized role must be able to update fall risk assessment data.	M	Yes	B	
92.4	An authorized role must be able to amend fall risk assessment data.	M	Yes	B	
93.0	The system must maintain pain assessment data.	M	Yes	A	
93.1	An authorized role must be able to enter pain assessment data.	M	Yes	A	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
93.2	An authorized role must be able to view pain assessment data.	M	Yes	A	
93.3	An authorized role must be able to update pain assessment data.	M	Yes	A	
93.4	An authorized role must be able to amend pain assessment data.	M	Yes	A	
94.0	The system must maintain music therapy assessment data. Refer to Tab 22 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
94.1	An authorized role must be able to enter music therapy assessment data.	M	Yes	B	
94.2	An authorized role must be able to view music therapy assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
94.3	An authorized role must be able to update music therapy assessment data.	M	Yes	B	
94.4	An authorized role must be able to amend music therapy assessment data.	M	Yes	B	
95.0	The system must maintain psychiatric assessment data. Refer to Tab A26 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
95.1	An authorized role must be able to enter psychiatric assessment data.	M	Yes	B	
95.2	An authorized role must be able to view psychiatric assessment data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
95.3	An authorized role must be able to update psychiatric assessment data.	M	Yes	B	
95.4	An authorized role must be able to amend psychiatric assessment data.	M	Yes	B	
96.0	The system must maintain initial physical examination assessment data. Refer to Tab A27 of Attachment 6a for the data elements.	M	Yes	B	The physical examination assessment provides the ability to add agency specific fields as needed.

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
96.1	An authorized role must be able to enter initial physical examination assessment data.	M	Yes	B	
96.2	An authorized role must be able to view initial physical examination assessment data.	M	Yes	B	The information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
96.3	An authorized role must be able to update initial physical examination assessment data.	M	Yes	B	
96.4	An authorized role must be able to amend initial physical examination assessment data.	M	Yes	B	
97.0	An authorized role must have the ability to enter the name and credentials of the person who performs the assessment.	M	Yes	B	
321.0	The system must maintain the electronic signature of the person who performs an assessment.	M	Yes	B	This field can be added to modeled assessments where it does not exists currently.
321.1	The system must be able to capture and record the electronic signature of the person who performs the assessment.	M	Yes	B	This field can be added to modeled assessments where it does not exists currently.
321.11	A date and time stamp of when the electronic signature was recorded must be systematically generated.	M	Yes	B	
321.2	An authorized role must be able to view the electronic signature of the person who performs the assessment.	M	Yes	B	
321.3	An authorized role must be able to view the date and time stamp of when the electronic signature was recorded.	M	Yes	B	This information is maintained in the associated table as well as the audit tables. It is available to agency-defined reports.
321.4	The system must maintain an electronic co-signature, if applicable.	M	Yes	B	This field can be added to modeled assessments where it does not exists currently.
321.5	The system must be able to capture and record the electronic co-signature.	M	Yes	B	This field can be added to modeled assessments where it does not exists currently.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
321.51	A date and time stamp of when the electronic co-signature was recorded must be systematically generated.	M	Yes	A	
321.6	An authorized role must be able to view the electronic co-signature.	M	Yes	B	
321.7	An authorized role must be able to view the date and time stamp of when the electronic co-signature was recorded.	M	Yes	B	This information is maintained in the associated table as well as the audit tables. It is available to agency-defined reports.
98.0	The system must store the time when the assessment data was entered.	M	Yes	A	
98.1	An authorized role must have the ability to enter the time when the assessment was completed.	M	Yes	A	
99.0	The system must store the date when the assessment data was entered.	M	Yes	A	
99.1	An authorized role must have the ability to enter a date when the assessment was completed.	M	Yes	A	
100.0	The system must maintain ICD data entered for a consumer. ICD 9 or 10, CM = International Classification of Diseases Clinical Modification.	M	Yes	A	Netsmart is currently in the process of planning the development of the functionality needed to accommodate ICD-10 coding. ICD-10 will be added to Avatar as a standard upgrade. Initial plans include adding an ICD-10 dictionary and a cross-walk between ICD-9 and 10. Development will be complete in time for agencies to test and finalize prior to the October 2013 compliance deadline.
100.1	An authorized role must be able to enter an ICD code for a consumer.	M	Yes	A	
100.2	An authorized role must be able to view an ICD code for a consumer.	M	Yes	A	
100.3	An authorized role must be able to update an ICD code for a consumer.	M	Yes	A	
Observations/ Individual Plan of Service (IPOS)					
104.0	The system must maintain IPOS data.	M	Yes	B	Avatar Modeling is used to modify the template to meet agency specific requirements.
104.1	An authorized role must be able to enter IPOS data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
104.2	An authorized role must be able to view IPOS data.	M	Yes	B	
104.3	An authorized role must be able to update IPOS data.	M	Yes	B	
104.4	An authorized role must be able to amend IPOS data.	M	Yes	B	
105.0	The IPOS must include assessment data pertaining to a consumer.	M	Yes	B	
105.1	The IPOS must include previously entered social assessment data.	M	Yes	B	This is accomplished by linking the assessment to the plan using Avatar Modeling and Configuration tools.
105.2	The IPOS must include previously entered psychiatric assessment data.	M	Yes	B	This is accomplished by linking the assessment to the plan using Avatar Modeling and Configuration tools.
105.3	The IPOS must include previously entered risk assessment data.	M	Yes	B	This is accomplished by linking the assessment to the plan using Avatar Modeling and Configuration tools.
105.4	The IPOS must include previously entered physical assessment data.	M	Yes	B	This is accomplished by linking the assessment to the plan using Avatar Modeling and Configuration tools.
105.5	The IPOS must include previously entered nursing assessment data.	M	Yes	B	This is accomplished by linking the assessment to the plan using Avatar Modeling and Configuration tools.
105.6	The IPOS must include previously entered fall assessment data.	M	Yes	B	This is accomplished by linking the assessment to the plan using Avatar Modeling and Configuration tools.
105.7	The IPOS must include previously entered pain assessment data.	M	Yes	B	This is accomplished by linking the assessment to the plan using Avatar Modeling and Configuration tools.
105.8	The IPOS must include previously entered functional assessment data.	M	Yes	B	This is accomplished by linking the assessment to the plan using Avatar Modeling and Configuration tools.
105.9	The IPOS must include previously entered nutrition assessment data.	M	Yes	B	This is accomplished by linking the assessment to the plan using Avatar Modeling and Configuration tools.
105.10	The IPOS must include previously entered occupational therapy (OT) assessment data.	M	Yes	B	This is accomplished by linking the assessment to the plan using Avatar Modeling and Configuration tools.
105.101	The IPOS must include OT assessment data when a consumer is categorized as developmentally disabled (DD).	M	Yes	B	This is accomplished by linking the assessment to the plan using Avatar Modeling and Configuration tools.
105.102	The IPOS must include OT assessment data when it is directed by an order.	M	Yes	B	This is accomplished by linking the assessment to the IPOS using Avatar Modeling and Configuration tools.
Treatment/Medical Management					

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
106.0	The system must maintain nursing care plan data. Refer to Tab 46 of Attachment 6a for the data elements.	M	Yes	B	Netsmart's Avatar solution includes a care planning template that is used to create all needed agency, care specific and provider specific care plans needed by the agency.
106.1	An authorized role must be able to enter nursing care plan data.	M	Yes	B	
106.2	An authorized role must be able to view nursing care plan data.	M	Yes	B	
106.3	An authorized role must be able to update nursing care plan data.	M	Yes	B	
106.4	An authorized role must be able to amend nursing care plan data.	M	Yes	B	
107.0	The system must consume medication management data for administration, ordering, and reconciliation from Mediware. Refer to Tab 47 of Attachment 6a for the data elements.	M	Yes	C	This is accomplished with a custom HL7 or web service interface.
107.2	An authorized role must be able to view medication management data.	M	Yes	A	
108.0	The system must maintain clinical/consultation data. Refer to Tab 48 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core solution service entry screens, schedule posting and agency-configured progress notes and care plan screens.
108.1	An authorized role must be able to enter clinical/consultation data.	M	Yes	B	
108.2	An authorized role must be able to view clinical/consultation data.	M	Yes	B	
108.3	An authorized role must be able to update clinical/consultation data.	M	Yes	B	
108.4	An authorized role must be able to amend clinical/consultation data.	M	Yes	B	
109.0	The system must maintain outside medical consultation data.	M	Yes	A	The proposed Avatar solution includes the ability to scan and import documents into the document management system. They are associated to the consumer and episode for easy access.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
109.1	An authorized role must be able to enter outside medical consultation data.	M	Yes	B	This is accomplished through a combination of core solution and agency-defined screens.
109.2	An authorized role must be able to view outside medical consultation data.	M	Yes	B	
109.3	An authorized role must be able to update outside medical consultation data.	M	Yes	B	
109.4	An authorized role must be able to amend outside medical consultation data.	M	Yes	B	
110.0	The system must maintain dietary services data. Refer to Tab 50 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
110.1	An authorized role must be able to enter dietary services data.	M	Yes	B	
110.2	An authorized role must be able to view dietary services data.	M	Yes	B	
110.3	An authorized role must be able to update dietary services data.	M	Yes	B	
110.4	An authorized role must be able to amend dietary services data.	M	Yes	B	
111.0	The system must maintain special precautions data. Refer to Tab 51 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
111.1	An authorized role must be able to enter special precautions data.	M	Yes	B	
111.2	An authorized role must be able to view special precautions data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
111.3	An authorized role must be able to update special precautions data.	M	Yes	B	
111.4	An authorized role must be able to amend special precautions data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
112.0	The system must maintain laboratory/X-ray services/diagnostics or other therapeutic intervention data. Refer to Tab 52 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core solution and agency-defined screens.
112.1	An authorized role must be able to enter laboratory/X-ray services/diagnostics or other therapeutic intervention data.	M	Yes	B	
112.2	An authorized role must be able to view laboratory/X-ray services/diagnostics or other therapeutic intervention data.	M	Yes	B	
112.3	An authorized role must be able to update laboratory/X-ray services/diagnostics or other therapeutic intervention data.	M	Yes	B	
112.4	An authorized role must be able to amend laboratory/X-ray services/diagnostics or other therapeutic intervention data.	M	Yes	B	
113.0	The system must maintain physical monitoring data. Refer to Tab 53 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
113.1	An authorized role must be able to enter physical monitoring data.	M	Yes	B	
113.2	An authorized role must be able to view physical monitoring data.	M	Yes	B	Once the screen is created, the information can be viewed from the screen, a link in the client chart view, agency-defined widgets or reports.
113.3	An authorized role must be able to update physical monitoring data.	M	Yes	B	
113.4	An authorized role must be able to amend physical monitoring data.	M	Yes	B	
114.0	The system must maintain nursing care/medical management monitoring data.	M	Yes	B	This is accomplished through a combination of core solution and agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
114.1	An authorized role must be able to enter nursing care/medical management monitoring data.	M	Yes	B	
114.2	An authorized role must be able to view nursing care/medical management monitoring data.	M	Yes	B	
114.3	An authorized role must be able to update nursing care/ medical management monitoring data.	M	Yes	B	
114.4	An authorized role must be able to amend nursing care/ medical management monitoring data.	M	Yes	B	
115.0	The system must maintain group therapy data.	M	Yes	A	
115.1	An authorized role must be able to enter group therapy data.	M	Yes	A	
115.2	An authorized role must be able to view group therapy data.	M	Yes	A	
115.3	An authorized role must be able to update group therapy data.	M	Yes	A	
115.4	An authorized role must be able to amend group therapy data.	M	Yes	A	
116.0	The system must maintain activity services/recreational therapy data. Refer to Tab A24 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core solution service entry screens, schedule posting and agency-configured progress notes and care plan screens.
116.1	An authorized role must be able to enter activity services/recreational therapy data.	M	Yes	B	
116.2	An authorized role must be able to view activity services/recreational therapy data.	M	Yes	B	
116.3	An authorized role must be able to update activity services/recreational therapy data.	M	Yes	B	
116.4	An authorized role must be able to amend activity services/recreational therapy data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
118.0	The system must maintain activity services - occupational therapy data.	M	Yes	B	This is accomplished through a combination of core solution service entry screens, schedule posting and agency-configured progress notes and care plan screens.
118.1	An authorized role must be able to enter activity service - occupational therapy data.	M	Yes	B	
118.2	An authorized role must be able to view activity services - occupational therapy data.	M	Yes	B	
118.3	An authorized role must be able to update activity services - occupational therapy data.	M	Yes	B	
118.4	An authorized role must be able to amend activity services - occupational therapy data.	M	Yes	B	
119.0	The system must maintain activity services – vocational/work therapy data.	M	Yes	B	This is accomplished through a combination of core solution service entry screens, schedule posting and agency-configured progress notes and care plan screens.
119.1	An authorized role must be able to enter activity services – vocational/work therapy data.	M	Yes	B	This is accomplished through a combination of core solution service entry screens, schedule posting and agency-configured progress notes and care plan screens.
119.2	An authorized role must be able to view activity services – vocational/work therapy data.	M	Yes	B	
119.3	An authorized role must be able to update activity services – vocational/work therapy data.	M	Yes	B	
119.4	An authorized role must be able to update activity services – vocational/work therapy data.	M	Yes	B	
120.0	The system must maintain activity services – music therapy data.	M	Yes	B	This is accomplished through a combination of core solution service entry screens, schedule posting and agency-configured progress notes and care plan screens.
120.1	An authorized role must be able to enter activity services – music therapy data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
120.2	An authorized role must be able to view activity services – music therapy data.	M	Yes	B	
120.3	An authorized role must be able to update activity services – music therapy data.	M	Yes	B	
120.4	An authorized role must be able to amend activity services – music therapy data.	M	Yes	B	
121.0	The system must maintain activity services – dance therapy data.	M	Yes	B	This is accomplished through a combination of core solution service entry screens, schedule posting and agency-configured progress notes and care plan screens.
121.1	An authorized role must be able to enter activity services – dance therapy data.	M	Yes	B	
121.2	An authorized role must be able to view activity services – dance therapy data.	M	Yes	B	
121.3	An authorized role must be able to update activity services – dance therapy data.	M	Yes	B	
121.4	An authorized role must be able to amend activity services – dance therapy data.	M	Yes	B	
122.0	The system must maintain activity services – art therapy data.	M	Yes	B	This is accomplished through a combination of core solution service entry screens, schedule posting and agency-configured progress notes and care plan screens.
122.1	An authorized role must be able to enter activity services – art therapy data.	M	Yes	B	
122.2	An authorized role must be able to view activity services – art therapy data.	M	Yes	B	
122.3	An authorized role must be able to update activity services – art therapy data.	M	Yes	B	
122.4	An authorized role must be able to amend activity services – art therapy data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
124.0	The system must maintain speech therapy referral data in a consumer progress note.	M	Yes	B	This is accomplished by adding the requested fields to the progress notes template.
124.1	An authorized role must be able to enter speech therapy referral data and indicate when a contract service is utilized.	M	Yes	B	
124.2	An authorized role must be able to view speech therapy referral and contract service utilization data.	M	Yes	B	
124.3	An authorized role must be able to update speech therapy referral and contract service utilization data.	M	Yes	B	
124.4	An authorized role must be able to amend speech therapy referral and contract service utilization data.	M	Yes	B	
125.0	The system must maintain physical therapy data.	M	Yes	B	This is accomplished through a combination of core solution service entry screens, schedule posting and agency-configured progress notes and care plan screens.
125.1	An authorized role must be able to enter physical therapy data.	M	Yes	B	
125.2	An authorized role must be able to view physical therapy data.	M	Yes	B	
125.3	An authorized role must be able to update physical therapy data.	M	Yes	B	
125.4	An authorized role must be able to amend physical therapy data.	M	Yes	B	
126.0	The system must maintain psychosocial rehabilitation therapy data. Refer to Tab 72 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core solution service entry screens, schedule posting and agency-configured progress notes and care plan screens.
126.1	An authorized role must be able to enter psychosocial rehabilitation therapy data.	M	Yes	B	
126.2	An authorized role must be able to view psychosocial rehabilitation therapy data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
126.3	An authorized role must be able to update psychosocial rehabilitation therapy data.	M	Yes	B	
126.4	An authorized role must be able to amend psychosocial rehabilitation therapy data.	M	Yes	B	
127.0	The system must maintain individual psychotherapies therapy data. Refer to Tab A23 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core solution service entry screens, schedule posting and agency-configured progress notes and care plan screens.
127.1	An authorized role must be able to enter individual psychotherapies therapy data.	M	Yes	B	
127.2	An authorized role must be able to view individual psychotherapies therapy data.	M	Yes	B	
127.3	An authorized role must be able to update individual psychotherapies therapy data.	M	Yes	B	
127.4	An authorized role must be able to amend individual psychotherapies therapy data.	M	Yes	B	
128.0	The system must maintain physical rehabilitation therapy data. Refer to Tab A25 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core solution service entry screens, schedule posting and agency-configured progress notes and care plan screens.
128.1	An authorized role must be able to enter physical rehabilitation therapy data.	M	Yes	B	
128.2	An authorized role must be able to view physical rehabilitation therapy data.	M	Yes	B	
128.3	An authorized role must be able to update physical rehabilitation therapy data.	M	Yes	B	
128.4	An authorized role must be able to amend physical rehabilitation therapy data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
129.0	The system must maintain initial physical examination data. Refer to Tab A27 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core solution service entry screens, schedule posting and agency-configured progress notes and care plan screens.
129.1	An authorized role must be able to enter initial physical examination data.	M	Yes	B	
129.2	An authorized role must be able to view initial physical examination data.	M	Yes	B	
129.3	An authorized role must be able to update initial physical examination data.	M	Yes	B	
129.4	An authorized role must be able to amend initial physical examination data.	M	Yes	B	
130.0	The system must maintain psychiatric admission data. Refer to Tab A26 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core solution and agency-defined screens.
130.1	An authorized role must be able to enter psychiatric admission data.	M	Yes	B	
130.2	An authorized role must be able to view psychiatric admission data.	M	Yes	B	
130.3	An authorized role must be able to update psychiatric admission data.	M	Yes	B	
130.4	An authorized role must be able to amend psychiatric admission data.	M	Yes	B	
131.0	The system must maintain mental health Axis I through Axis V data. Axis I = Clinical psychiatric disorders. Axis II = Personality disorders. Axis III = General medical conditions. Axis IV = Psychosocial and environmental problems. Axis V = Global assessment functions.	M	Yes	A	
131.1	An authorized role must be able to enter a disorder type code and associated description for each Axis.	M	Yes	A	

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
131.2	An authorized role must be able to view a disorder type code and associated description for each Axis.	M	Yes	A	
131.3	An authorized role must be able to update a disorder type code and associated description for each Axis.	M	Yes	A	
131.4	An authorized role must be able to enter one or more disorder types for each disorder category. Examples of clinical psychiatric disorders: depression, schizophrenia. Examples of personality disorders: bipolar, conduct disorder, borderline. Examples of general medical conditions: diabetes, hypertension, stroke. Examples of psychosocial and environmental problems: death of loved one, divorce, job-loss, bankruptcy. Examples of global assessment functions: scale of 1-100; low to high level as compiled by a physician.	M	Yes	A	
131.5	An authorized role must be able to view each disorder type.	M	Yes	A	
131.6	An authorized role must be able to update each disorder type.	M	Yes	A	
322.0	The system must maintain antipsychotic drug data.	M	Yes	A	
322.1	An authorized role must be able to enter antipsychotic drug data.	M	Yes	A	
322.2	An authorized role must be able to view antipsychotic drug data.	M	Yes	A	
322.3	An authorized role must be able to update antipsychotic drug data.	M	Yes	A	
322.4	The system must be able to check for two or more antipsychotic drugs prescribed to the same consumer.	M	Yes	A	

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Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
322.41	The system must be able to check for the existence of physician documentation approving two or more antipsychotic drugs prescribed to the same consumer.	M	Yes	A	
322.5	An authorized role must be able to view the two or more antipsychotic drugs prescribed for the same consumer and the physician documentation approving the drugs.	M	Yes	A	
Education					
133.0	The system must maintain recipient rights education data. The system must keep track of whether a consumer has been provided received all required legal documents and admission information upon arrival at a facility.	M	Yes	B	This is accomplished by adding the requested field to the admission screen using site specific section modeling. Additional agency defined screens can be bundled with the admission screen as well.
133.1	An authorized role will be able to enter the title of the recipient rights education materials given to a facility employee, the name of the employee receiving the materials, the date that the materials were given to a facility employee, and explanation text.	E	Yes	B	This is accomplished by adding the requested field to the admission screen using site specific section modeling. Authorized users can view the indicator directly from the screen or create agency defined widgets that display the indicator in the consumer's chart view dashboard or the user's myAvatar home view dashboard (for multiple consumers).
133.2	An authorized role will be able to view the title of the recipient rights education materials given to a facility employee, the name of the employee receiving the materials, the date that the materials were given to a facility employee, and explanation text.	E	Yes	B	This is accomplished through agency-defined screens.
133.3	An authorized role will be able to update the title of the recipient rights education materials given to a facility employee, the name of the employee receiving the materials, the date that the materials were given to a facility employee, and explanation text.	E	Yes	B	

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Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
133.4	An authorized role will be able to amend the title of the recipient rights education materials given to a facility employee, the name of the employee receiving the materials, the date that the materials were given to a facility employee, and explanation text.	E	Yes	B	
134.0	The system will maintain nutritional education data.	E	Yes	B	This is accomplished through a combination of core solution service entry screens, schedule posting and agency-configured progress notes and care plan screens.
134.1	An authorized role will be able to enter nutritional education data.	E	Yes	B	
134.2	An authorized role will be able to view nutritional education services data.	E	Yes	B	
134.3	An authorized role will be able to update nutritional education data.	E	Yes	B	
134.4	An authorized role will be able to amend nutritional education data.	E	Yes	B	
135.0	The system will maintain data regarding family education about the consumer's medications and proposed medical treatment.	E	Yes	B	This is accomplished through agency-defined screens.
135.1	An authorized role will be able to enter data regarding family education about consumer medications and consumer treatment activities.	E	Yes	B	
135.2	An authorized role will be able to view data regarding family education about consumer medications and consumer treatment activities.	E	Yes	B	
135.3	An authorized role will be able to update data regarding family education about consumer medications and consumer treatment activities.	E	Yes	B	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
135.4	An authorized role will be able to amend data regarding family education about consumer medications and consumer treatment activities.	E	Yes	B	
135.5	An authorized role will be able to enter the date that the consumer TCP education was provided to the consumer's family.	E	Yes	B	This is accomplished through agency-defined screens.
135.6	An authorized role will be able to view the date that the consumer TCP education was provided to the consumer's family.	E	Yes	B	
135.7	An authorized role will be able to update the date that the consumer TCP education was provided to the consumer's family.	E	Yes	B	
136.0	The system will maintain medical teaching data.	E	Yes	B	This is accomplished through agency-defined screens.
136.1	An authorized role will be able to enter medical teaching data.	E	Yes	B	
136.2	An authorized role will be able to view medical teaching data.	E	Yes	B	
136.3	An authorized role will be able to update medical teaching data.	E	Yes	B	
136.4	An authorized role will be able to amend medical teaching data.	E	Yes	B	
137.0	The system will maintain diagnosis/medical teaching data.	E	Yes	B	This is accomplished through agency-defined screens.
137.1	An authorized role will be able to enter diagnosis/medical teaching data.	E	Yes	B	
137.2	An authorized role will be able to view diagnosis/medical teaching data.	E	Yes	B	
137.3	An authorized role will be able to update diagnosis/medical teaching data.	E	Yes	B	

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Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
137.4	An authorized role will be able to amend diagnosis/medical teaching data.	E	Yes	B	
Legal Tracking					
138.0	An authorized role shall be able to attach ~~a~~ one or more court order numbers to a consumer record.	O	Yes	B	This is accomplished through agency-defined screens.
139.0	The system shall maintain data collected from a court order. Refer to Tab A14 of Attachment 6a for the data elements.	O	Yes	B	This is accomplished through agency-defined screens.
139.1	An authorized role shall be able to enter the collected data from the court order, including type of order, order effective date, and order expiration date.	O	Yes	B	
139.2	An authorized role shall be able to view the collected data from the court order, including type of order, order effective date, and order expiration date.	O	Yes	B	
139.3	An authorized role shall be able to update the collected data from the court order, including type of order, order effective date, and order expiration date.	O	Yes	B	
139.4	The system shall store a digital image of a court order.	O	Yes	A	
139.5	The system shall capture an indicator flag of existence for a court order status.	O	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
140.0	The system shall be able to track the date which the court order was received within a facility.	O	Yes	A	
141.0	The system shall be able to track the date which the court order was entered into the system.	O	Yes	A	

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Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
142.0	The system shall be able to track the time which the court order was entered into the system.	O	Yes	A	
143.0	The system shall be able to track the name of the individual who entered court order data into the system.	O	Yes	A	
144.0	An authorized role shall be able to track output information related to the court order.	O	Yes	A	
145.0	The system shall be able to maintain court order response/activity data.	O	Yes	B	This is accomplished through a combination of core solution and agency-defined screens.
145.1	An authorized role shall be able to enter court order response/activity data.	O	Yes	B	
145.2	An authorized role shall be able to view court order response/activity data.	O	Yes	B	
145.3	An authorized role shall be able to update court order response/activity data.	O	Yes	B	
145.4	The system shall store a digital image of the court order response/activity data.	O	Yes	B	
145.5	The system shall capture an indicator flag of existence for court order response/activity data.	O	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard. User-configurable client alerts can also be used to notify the user when the client is accessed.
146.0	The system must be able to pre-populate the missing person report.	M	Yes	B	This is accomplished through agency-defined reports.
146.1	An authorized role must be able to enter missing person data elements.	M	Yes	B	This is accomplished through agency-defined screens.
147.0	The system must maintain data collected from a guardianship/conservator status form.	M	Yes	B	This is accomplished through agency-defined screens.
147.1	An authorized role must be able to enter the collected data from the guardianship/conservator status form.	M	Yes	B	

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
147.2	An authorized role must be able to view the collected data from the guardianship/conservator status form.	M	Yes	B	
147.3	An authorized role must be able to update the collected data from the guardianship/conservator status form.	M	Yes	B	
147.4	The system must store a digital image of the consumer guardianship/conservator status data.	M	Yes	B	
147.5	The system must capture an indicator flag of existence for consumer guardianship/conservator status.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
147.6	An authorized role must be able to enter a consumer guardianship/conservator status expiration date.	M	Yes	B	
147.7	An authorized role must be able to view a consumer guardianship/conservator status expiration date.	M	Yes	B	
147.8	An authorized role must be able to update a consumer guardianship/conservator status expiration date.	M	Yes	B	
148.0	The system must maintain data for consumer communication rights. Refer to Tab A1 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
148.1	An authorized role must be able to enter consumer communication rights for phone calls and mail.	M	Yes	B	
148.2	An authorized role must be able to update consumer communication rights for phone calls and mail.	M	Yes	B	
149.0	The system must maintain data collected from the NGRI court report. Refer to Tab A15 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.

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Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
149.1	An authorized role must be able to enter the collected data from the NGRI court report.	M	Yes	B	
149.2	An authorized role must be able to view the collected data from the NGRI court report.	M	Yes	B	
149.3	An authorized role must be able to update the collected data from the NGRI court report.	M	Yes	B	
149.4	The system must store a digital image of the NGRI court report.	M	Yes	B	
149.5	The system must capture an indicator flag of existence for the NGRI court report.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
150.0	The system must maintain data collected from the NGRI summary letter. Refer to Tab A16 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
150.1	An authorized role must be able to enter the collected data from the NGRI summary letter.	M	Yes	B	
150.2	An authorized role must be able to view the collected data from the NGRI summary letter.	M	Yes	B	
150.3	An authorized role must be able to update the collected data from the NGRI summary letter.	M	Yes	B	
150.4	The system must store a digital image of the NGRI summary letter.	M	Yes	B	
150.5	The system must capture an indicator flag of existence for a NGRI summary letter.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
151.0	The system must maintain data collected from the partial leave and leave of absence request forms. Refer to Tab A17 of Attachment 6a for the data elements.	M	Yes	B	Avatar includes the ability to document leave status. Additional modeled screens may be needed to capture agency specific data.

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Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
151.1	An authorized role must be able to enter the collected data from the partial leave and leave of absence request forms.	M	Yes	B	
151.2	An authorized role must be able to view the collected data from the partial leave and leave of absence request forms.	M	Yes	B	
151.3	An authorized role must be able to update the collected data from the partial leave and leave of absence request forms.	M	Yes	B	
151.4	The system must store a digital image of the partial leave and leave of absence request forms.	M	Yes	A	
151.5	The system must capture an indicator flag of existence for the community leave of absence request form.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
152.0	The system must maintain data collected from the 90-day community report of progress. Refer to Tab A18 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
152.1	An authorized role must be able to enter the collected data from the 90-day community report of progress.	M	Yes	B	
152.2	An authorized role must be able to view the collected data from the 90-day community report of progress.	M	Yes	B	
152.3	An authorized role must be able to update the collected data from the 90-day community report of progress.	M	Yes	B	
152.4	The system must store a digital image of the 90-day community report of progress.	M	Yes	B	
152.5	The system must capture an indicator flag of existence for the 90-day community report of progress.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.

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Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
153.0	The system must maintain data collected from the partial leave and leave of absence request forms submitted to the NGRI Committee by the regional hospital. Refer to Tab A19 of Attachment 6a for the data elements.	M	Yes	B	Avatar includes the ability to document leave status. Additional modeled screens may be needed to capture agency specific data.
153.1	An authorized role must be able to enter data collected from the-partial leave and leave of absence request forms submitted to the NGRI Committee by the regional hospital.	M	Yes	B	
153.2	An authorized role must be able to view data collected from the partial leave and leave of absence request forms submitted to the NGRI Committee by the regional hospital.	M	Yes	B	
153.3	An authorized role must be able to update data collected from the partial leave and leave of absence request forms submitted to the NGRI Committee by the regional hospital.	M	Yes	B	
153.4	The system must store a digital image of the partial leave and leave of absence request forms submitted to the NGRI Committee by the regional hospital.	M	Yes	B	
153.5	The system must capture an indicator flag of existence for the regional hospital leave of absence request form.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
154.0	The system must maintain data collected from the NGRI Committee letter responding to LOA/ALS requests. Refer to Tab A20 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
154.1	An authorized role must be able to enter the collected data from the NGRI Committee letter responding to LOA/ALS requests. LOA/ALS = Leave of Absence/Authorized Leave Status.	M	Yes	B	This is accomplished through agency-defined screens.
154.2	An authorized role must be able to view the collected data from the NGRI Committee letter responding to LOA/ALS requests.	M	Yes	B	
154.3	An authorized role must be able to update the collected data from the NGRI Committee letter responding to LOA/ALS requests.	M	Yes	B	
154.4	The system must store a digital image of the NGRI Committee letter responding to LOA/ALS requests.	M	Yes	A	
154.5	The system must capture an indicator flag of existence for the NGRI Committee letter responding to LOA/ALS requests.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
155.0	The system must maintain data collected from the authorized leave (ALS) contract. ALS = Authorized Leave Status. Refer to Tab A21 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
155.1	An authorized role must be able to enter the collected data from the authorized leave (ALS) contract.	M	Yes	B	
155.2	An authorized role must be able to view the collected data from the authorized leave (ALS) contract.	M	Yes	B	
155.3	An authorized role must be able to update the collected data from the authorized leave (ALS) contract.	M	Yes	B	
155.4	The system must store a digital image of the authorized leave (ALS) contract.	M	Yes	A	

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Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
155.5	The system must capture an indicator flag of existence for the authorized leave (ALS) contract.	M	Yes	C	Development is needed to satisfy this requirement.
156.0	The system must maintain data collected from consumer HIV diagnostic testing results. Refer to Tab A2 of Attachment 6a for the data elements.	M	Yes	A	
156.1	An authorized role must be able to enter data collected from consumer HIV diagnostic testing results. HIV = Human Immunodeficiency Virus.	M	Yes	A	
156.2	An authorized role must be able to view data collected from-consumer HIV diagnostic testing results.	M	Yes	A	
156.3	An authorized role must be able to update data collected from consumer HIV diagnostic testing results.	M	Yes	A	
156.6	An authorized role must be able to amend data collected from consumer HIV diagnostic testing results.	M	Yes	A	
156.4	The system must store a digital image of the diagnostic testing for HIV consent form.	M	Yes	A	
156.5	The system must capture an indicator flag of existence for the diagnostic testing for HIV consent form.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.

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Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
157.0	The system will maintain data collected from the confidentiality statement required of non-CFP individuals involved in recording or filming of CFP patients. Refer to Tab A3 of Attachment 6a for the data elements. CFP = Center for Forensic Psychiatry.	E	Yes	B	This is accomplished through agency-defined screens.
157.1	An authorized role will be able to enter the collected data from the confidentiality statement of non-CFP individuals involved in recording or filming of CFP patients.	E	Yes	B	
157.2	An authorized role will be able to view the collected data from the confidentiality statement of non-CFP individuals involved in recording or filming of CFP patients.	E	Yes	B	
157.3	An authorized role will be able to update the collected data from the confidentiality statement of non-CFP individuals involved in recording or filming of CFP patients.	E	Yes	B	
157.4	The system will store a digital image of the confidentiality statement of non-CFP individuals involved in recording or filming of CFP patients.	E	Yes	B	
157.5	The system will capture an indicator flag of existence for the confidentiality statement of non-CFP individuals involved in recording or filming of CFP patients.	E	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
158.0	The system must maintain data collected from the consent form used to provide information about treatment. Refer to Tab A4 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
158.1	An authorized role must be able to enter the collected data from the consent form used to provide information about treatment.	M	Yes	B	
158.2	An authorized role must be able to view the collected data from the consent form used to provide information about treatment.	M	Yes	B	
158.3	An authorized role must be able to update the collected data from the consent form used to provide information about treatment.	M	Yes	B	
158.4	The system must store a digital image of the consent form for the consent form used to provide information about treatment.	M	Yes	B	
158.5	The system must capture an indicator flag of existence for the consent form used to provide information about treatment.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
159.0	The system must maintain data collected from the consent form for informed consent for designated psychiatric, medical or dental services. Refer to Tab A5 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
159.1	An authorized role must be able to enter the collected data from the consent form used for designated psychiatric, medical or dental services.	M	Yes	B	
159.2	An authorized role must be able to view the collected data from the consent form used for designated psychiatric, medical or dental services.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
159.3	An authorized role must be able to update the collected data from the consent form used for designated psychiatric, medical or dental services.	M	Yes	B	
159.4	The system must store a digital image of the consent form for the consent form used for designated psychiatric, medical or dental services.	M	Yes	B	
159.5	The system must capture an indicator flag of existence for the consent form used for designated psychiatric, medical or dental services.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
160.0	The system must maintain data collected from the informed consent for research form. Refer to Tab A6 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
160.1	An authorized role must be able to enter the collected data from the informed consent for research form.	M	Yes	B	
160.2	An authorized role must be able to view the collected data from the informed consent for research form.	M	Yes	B	
160.3	An authorized role must be able to update the collected data from the informed consent for research form.	M	Yes	B	
160.4	The system must store a digital image of the consent form for the informed consent for research form.	M	Yes	B	
160.5	The system must capture an indicator flag of existence for the informed consent for research form.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
161.0	The system must maintain data collected from the consent for psychotropic medications form. Refer to Tab A7 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
161.1	An authorized role must be able to enter the collected data from the consent for psychotropic medications form.	M	Yes	B	
161.2	An authorized role must be able to view the collected data from the consent for psychotropic medications form.	M	Yes	B	
161.3	An authorized role must be able to update the collected data from the consent for psychotropic medications form.	M	Yes	B	
161.4	The system must store a digital image of the consent form for the consent for psychotropic medications form.	M	Yes	B	
161.5	The system must capture an indicator flag of existence for the consent for psychotropic medications form.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
162.0	The system must maintain data collected from the consent for use of Clozapine form with coordination with pharmacy data. Refer to Tab A8 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
162.1	An authorized role must be able to enter the collected data from the consent for use of Clozapine form with coordination with pharmacy data.	M	Yes	B	
162.2	An authorized role must be able to view the collected data from the consent for use of Clozapine form with coordination with pharmacy data.	M	Yes	B	
162.3	An authorized role must be able to update the collected data from the consent for use of Clozapine form with coordination with pharmacy data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
162.4	The system must store a digital image of the consent form for the consent for use of Clozapine form with coordination with pharmacy data.	M	Yes	B	
162.5	The system must capture an indicator flag of existence for the consent for use of Clozapine form with coordination with pharmacy data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
163.0	The system will maintain data collected for petitioning and clinical certification for treatment.	E	Yes	B	This is accomplished through a combination of core solution and agency-defined screens.
163.1	An authorized role will be able to enter the collected data for petitioning and clinical certification for treatment.	E	Yes	B	
163.2	An authorized role will be able to view the collected data for petitioning and clinical certification for treatment.	E	Yes	B	
163.3	An authorized role will be able to update the collected data for petitioning and clinical certification for treatment.	E	Yes	B	
163.5	An authorized role will be able to amend the collected data for petitioning and clinical certification for treatment.	E	Yes	B	
163.4	The system will store a digital image of the consent form for probate court order monitoring.	E	Yes	B	
164.0	The system shall maintain data collected for court order monitoring. Refer to Tab A14 of Attachment 6a for the data elements.	O	Yes	B	This is accomplished through a combination of core solution and agency-defined screens.
164.1	An authorized role shall be able to enter the collected data for court order monitoring.	O	Yes	B	
164.2	An authorized role shall be able to view the collected data for court order monitoring.	O	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
164.3	An authorized role shall be able to update the collected data for court order monitoring.	O	Yes	B	
164.4	The system shall store a digital image of the consent form for court order monitoring.	O	Yes	B	
165.0	The system must maintain data collected from the immunizations consent form. Refer to Tab A9 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
165.1	An authorized role must be able to enter data collect from the immunizations consent form.	M	Yes	B	
165.2	An authorized role must be able to view data collected from the immunizations consent form.	M	Yes	B	
165.3	An authorized role must be able to update data collected from the immunizations consent form.	M	Yes	B	
165.6	An authorized role must be able to amend data collected from the immunizations consent form.	M	Yes	B	
165.4	The system must store a digital image of the consent form for the flu vaccine.	M	Yes	B	
165.5	The system must capture an indicator flag of existence for the flu vaccine.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
166.0	The system must maintain data collected from the advance directive consent form. Refer to Tab 40 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
166.1	An authorized role must be able to enter the collected data from the advance directive consent form.	M	Yes	B	
166.2	An authorized role must be able to view the collected data from the advance directive consent form.	M	Yes	B	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
166.3	An authorized role must be able to update the collected data from the advance directive consent form.	M	Yes	B	
166.4	The system must store a digital image of the consent form from the advance directive consent form.	M	Yes	B	
166.5	The system must capture an indicator flag of existence for the advance directive consent form.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
167.0	The system must maintain data collected from the objection to hospitalization data.	M	Yes	B	This is accomplished through agency-defined screens.
167.1	An authorized role must be able to enter the collected data from the objection to hospitalization data.	M	Yes	B	
167.2	An authorized role must be able to view the collected data from the objection to hospitalization data.	M	Yes	B	
167.3	An authorized role must be able to update the collected data from the objection to hospitalization data.	M	Yes	B	
167.4	An authorized role must be able to amend the collected data from the objection to hospitalization data.	M	Yes	B	
168.0	The system must maintain required crime victim notification data. Refer to Tab A11 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
168.1	An authorized role must be able to enter the required crime victim notification data.	M	Yes	B	
168.2	An authorized role must be able to view the required crime victim notification data.	M	Yes	B	
168.3	An authorized role must be able to update the required crime victim notification data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
168.6	An authorized role must be able to amend the required crime victim notification data.	M	Yes	B	
168.4	The system must store a digital image of the crime victim notification form.	M	Yes	A	
168.5	The system must capture an indicator flag of existence for the crime victim notification form.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
169.0	The system must maintain Medical Durable Power of Attorney data as it applies to consumer care.	M	Yes	B	This is accomplished through agency-defined screens.
169.1	An authorized role must be able to enter the Durable Power of Attorney data as it applies to consumer care.	M	Yes	B	
169.2	An authorized role must be able to view Durable Power of Attorney data as it applies to consumer care.	M	Yes	B	
169.3	An authorized role must be able to update Durable Power of Attorney data as it applies to consumer care.	M	Yes	B	
169.6	An authorized role must be able to amend Durable Power of Attorney data as it applies to consumer care.	M	Yes	B	
169.4	The system must store a digital image of Durable Power of Attorney data.	M	Yes	A	
169.5	The system must capture an indicator flag of existence for Durable Power of Attorney.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
170.0	The system must maintain PPO data. PPO = Personal Protection Order.	M	Yes	B	This is accomplished through agency-defined screens.
170.1	An authorized role must be able to enter the collected PPO data.	M	Yes	B	
170.2	An authorized role must be able to view PPO data.	M	Yes	B	
170.3	An authorized role must be able to update PPO data.	M	Yes	B	
170.6	An authorized role must be able to amend PPO data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
170.4	The system must store a digital image of PPO data.	M	Yes	A	
170.5	The system must capture an indicator flag of existence for PPO data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
171.0	The system must maintain consumer citizenship data.	M	Yes	B	This is accomplished through agency-defined screens.
171.1	An authorized role must be able to enter the collected consumer citizenship data.	M	Yes	B	
171.2	An authorized role must be able to view consumer citizenship data.	M	Yes	B	
171.3	An authorized role must be able to update consumer citizenship data.	M	Yes	B	
171.6	An authorized role must be able to amend consumer citizenship data.	M	Yes	B	
171.4	The system must store a digital image of consumer citizenship data.	M	Yes	A	
171.5	The system must capture an indicator flag of existence for consumer citizenship data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
172.0	The system must maintain Duty To Warn data.	M	Yes	B	This is accomplished through agency-defined screens.
172.1	An authorized role must be able to enter the collected Duty To Warn data.	M	Yes	B	
172.2	An authorized role must be able to view Duty To Warn data.	M	Yes	B	
172.3	An authorized role must be able to update Duty To Warn data.	M	Yes	B	
172.5	An authorized role must be able to amend Duty To Warn data.	M	Yes	B	
172.4	The system must capture an indicator flag of existence for Duty To Warn data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
173.0	The system will maintain police hold/detainer data.	E	Yes	B	This is accomplished through agency-defined screens.
173.1	An authorized role will be able to enter the police hold/detainer data.	E	Yes	B	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
173.2	An authorized role will be able to view police hold/detainer data.	E	Yes	B	
173.3	An authorized role will be able to update police hold/detainer data.	E	Yes	B	
173.6	An authorized role will be able to amend police hold/detainer data.	E	Yes	B	
173.4	The system will store a digital image of police hold/detainer data.	E	Yes	A	
173.5	The system will capture an indicator flag of existence for police hold/detainer data.	E	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
174.0	The system must maintain formal voluntary application data.	M	Yes	B	This is accomplished through agency-defined screens.
174.1	An authorized role must be able to enter the formal voluntary application data.	M	Yes	B	
174.2	An authorized role must be able to view formal voluntary application data.	M	Yes	B	
174.3	An authorized role must be able to update formal voluntary application data.	M	Yes	B	
174.6	An authorized role must be able to amend formal voluntary application data.	M	Yes	B	
174.4	The system must store a digital image of formal voluntary application data.	M	Yes	A	
174.5	The system must capture an indicator flag of existence for formal voluntary application data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
175.0	The system must maintain consumer deferral tracking data.	M	Yes	B	This is accomplished through agency-defined screens.
175.1	An authorized role must be able to track whether a consumer must defer or not defer their stay at a facility.	M	Yes	B	
175.2	An authorized role must be able to enter the deferral tracking data.	M	Yes	B	
175.3	An authorized role must be able to view deferral tracking data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
175.4	An authorized role must be able to update deferral tracking data.	M	Yes	B	
175.7	An authorized role must be able to amend deferral tracking data.	M	Yes	B	
175.5	The system must store a digital image of formal deferral tracking data.	M	Yes	A	
175.6	The system must capture an indicator flag of existence for deferral tracking data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
176.0	The system must maintain notice of transfer and right to appeal data which occurs when a consumer is being transferred from one facility to another facility.	M	Yes	B	Avatar includes a program transfer feature that documents the transfer. Additional data is captured through agency-defined screens.
176.1	An authorized role must be able to enter the notice of transfer and right to appeal data.	M	Yes	B	
176.2	An authorized role must be able to view notice of transfer and right to appeal data.	M	Yes	B	
176.3	An authorized role must be able to update notice of transfer and right to appeal data.	M	Yes	B	
176.6	An authorized role must be able to amend notice of transfer and right to appeal data.	M	Yes	B	
176.4	The system must store a digital image of notice of transfer and right to appeal data.	M	Yes	A	
176.5	The system must capture an indicator flag of existence for notice of transfer and right to appeal data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
177.0	The system must maintain order of transfer data.	M	Yes	B	This is accomplished through agency-defined screens.
177.1	An authorized role must be able to enter the order of transfer data.	M	Yes	B	
177.2	An authorized role must be able to view order of transfer data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
177.3	An authorized role must be able to update order of transfer data.	M	Yes	B	
177.5	An authorized role must be able to amend order of transfer data.	M	Yes	B	
177.4	The system must store a digital image of order of transfer data.	M	Yes	A	
178.0	The system must maintain CMH approval letter data.	M	Yes	B	This is accomplished through agency-defined screens.
178.1	An authorized role must be able to enter the CMH approval letter data.	M	Yes	B	
178.2	An authorized role must be able to view CMH approval letter data.	M	Yes	B	
178.3	An authorized role must be able to update CMH approval letter data.	M	Yes	B	
178.6	An authorized role must be able to amend CMH approval letter data.	M	Yes	B	
178.4	The system must store a digital image of CMH approval letter data.	M	Yes	A	
178.5	The system must capture an indicator flag of existence for CMH approval letter data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
179.0	The system must maintain letters of record data. Letters of record data is any correspondence sent to outside entities concerning a consumer's status.	M	Yes	B	This is accomplished through agency-defined screens.
179.1	An authorized role must be able to enter the letters of record data.	M	Yes	B	
179.2	An authorized role must be able to view letters of record data.	M	Yes	B	
179.3	An authorized role must be able to update letters of record data.	M	Yes	B	
179.6	An authorized role must be able to amend letters of record data.	M	Yes	B	
179.4	The system must store a digital image of letters of record data.	M	Yes	A	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
179.5	The system must capture an indicator flag of existence for letters of record data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
180.0	The system must maintain miscellaneous supporting information data.	M	Yes	B	This is accomplished through agency-defined screens.
180.1	An authorized role must be able to enter the miscellaneous supporting information data.	M	Yes	B	
180.2	An authorized role must be able to view miscellaneous supporting information data.	M	Yes	B	
180.3	An authorized role must be able to update miscellaneous supporting information data.	M	Yes	B	
180.6	An authorized role must be able to amend miscellaneous supporting information data.	M	Yes	B	
180.4	The system must store a digital image of miscellaneous supporting information data.	M	Yes	A	
180.5	The system must capture an indicator flag of existence for miscellaneous supporting information data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
181.0	The system must maintain demand for hearing data.	M	Yes	B	This is accomplished through agency-defined screens.
181.1	An authorized role must be able to enter the demand for hearing data.	M	Yes	B	
181.2	An authorized role must be able to view demand for hearing data.	M	Yes	B	
181.3	An authorized role must be able to update demand for hearing data.	M	Yes	B	
181.6	An authorized role must be able to amend demand for hearing data.	M	Yes	B	
181.4	The system must store a digital image of demand for hearing data.	M	Yes	A	
181.5	The system must capture an indicator flag of existence for demand for hearing data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
182.0	The system must maintain petition for discharge data.	M	Yes	B	This is accomplished through agency-defined screens.
182.1	An authorized role must be able to enter the petition for discharge data.	M	Yes	B	
182.2	An authorized role must be able to view petition for discharge data.	M	Yes	B	
182.3	An authorized role must be able to update petition for discharge data.	M	Yes	B	
182.6	An authorized role must be able to amend petition for discharge data.	M	Yes	B	
182.4	The system must store a digital image of petition for discharge data.	M	Yes	A	
182.5	The system must capture an indicator flag of existence for petition for discharge data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
183.0	The system must maintain appeal to return to hospital data.	M	Yes	B	This is accomplished through agency-defined screens.
183.1	An authorized role must be able to enter the appeal to return to hospital data.	M	Yes	B	
183.2	An authorized role must be able to view appeal to return to hospital data.	M	Yes	B	
183.3	An authorized role must be able to update appeal to return to hospital data.	M	Yes	B	
183.6	An authorized role must be able to amend appeal to return to hospital data.	M	Yes	B	
183.4	The system must store a digital image of appeal to return to hospital data.	M	Yes	A	
183.5	The system must capture an indicator flag of existence for appeal to return to hospital data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
184.0	The system must maintain appeal to return from ALS data.	M	Yes	B	This is accomplished through agency-defined screens.
184.1	An authorized role must be able to enter the appeal to return from ALS data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
184.2	An authorized role must be able to view appeal to return from ALS data.	M	Yes	B	
184.3	An authorized role must be able to update appeal to return from ALS data.	M	Yes	B	
184.6	An authorized role must be able to amend appeal to return from ALS data.	M	Yes	B	
184.4	The system must store a digital image of appeal to return from ALS data.	M	Yes	A	
184.5	The system must capture an indicator flag of existence for appeal to return from ALS data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
185.0	The system will maintain subpoena tracking data.	E	Yes	B	This is accomplished through agency-defined screens.
185.1	An authorized role will be able to enter subpoena tracking data.	E	Yes	B	
185.2	An authorized role will be able to view subpoena tracking data.	E	Yes	B	
185.3	An authorized role will be able to update subpoena tracking data.	E	Yes	B	
185.6	An authorized role will be able to amend subpoena tracking data.	E	Yes	B	
185.4	The system will store a digital image of subpoena tracking data.	E	Yes	A	
185.5	The system will capture an indicator flag of existence for subpoena tracking data.	E	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
186.0	The system will maintain writ data.	E	Yes	B	This is accomplished through agency-defined screens.
186.1	An authorized role will be able to enter writ data.	E	Yes	B	
186.2	An authorized role will be able to view writ data.	E	Yes	B	
186.3	An authorized role will be able to update writ data.	E	Yes	B	
186.6	An authorized role will be able to amend writ data.	E	Yes	B	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
186.4	The system will store a digital image of writ data.	E	Yes	A	
186.5	The system will capture an indicator flag of existence for writ data.	E	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
187.0	The system will maintain proof of service data.	E	Yes	B	This is accomplished through agency-defined screens.
187.1	An authorized role will be able to enter proof of service data.	E	Yes	B	
187.2	An authorized role will be able to view proof of service data.	E	Yes	B	
187.3	An authorized role will be able to update proof of service data.	E	Yes	B	
187.6	An authorized role will be able to amend proof of service data.	E	Yes	B	
187.4	The system will store a digital image of proof of service data.	E	Yes	A	
187.5	The system will capture an indicator flag of existence for proof of service data.	E	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
188.0	The system must maintain order for independent clinical exam data.	M	Yes	B	This is accomplished through agency-defined screens.
188.1	An authorized role must be able to enter order for independent clinical exam data.	M	Yes	B	
188.2	An authorized role must be able to view order for independent clinical exam data.	M	Yes	B	
188.3	An authorized role must be able to update order for independent clinical exam data.	M	Yes	B	
188.6	An authorized role must be able to amend order for independent clinical exam data.	M	Yes	B	
188.4	The system must store a digital image of order for independent clinical exam data.	M	Yes	A	
188.5	The system must capture an indicator flag of existence for order for independent clinical exam data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
189.0	The system will maintain report of actual or suspected abuse or neglect data.	E	Yes	B	This is accomplished through agency-defined screens.
189.1	An authorized role will be able to enter report of actual or suspected abuse or neglect data.	E	Yes	B	
189.2	An authorized role will be able to view report of actual or suspected abuse or neglect data.	E	Yes	B	
189.3	An authorized role will be able to update report of actual or suspected abuse or neglect data.	E	Yes	B	
189.6	An authorized role will be able to amend report of actual or suspected abuse or neglect data.	E	Yes	B	
189.4	The system will store a digital image of report of actual or suspected abuse or neglect data.	E	Yes	A	
189.5	The system will capture an indicator flag of existence for report of actual or suspected abuse or neglect data.	E	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
190.0	The system must maintain authorization to release information data.	M	Yes	A	
190.1	An authorized role must be able to enter authorization to release information data.	M	Yes	A	
190.2	An authorized role must be able to view authorization to release information data.	M	Yes	A	
190.3	An authorized role must be able to update authorization to release information data.	M	Yes	A	
190.6	An authorized role must be able to amend authorization to release information data.	M	Yes	A	
190.4	The system must store a digital image of authorization to release information data.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
190.5	The system must capture an indicator flag of existence for authorization to release information data.	M	Yes	A	
31.0	Authorization for Release of Information data and form image must be systematically designated as obsolete when a pre-specified number of days have elapsed. Current retention schedule states 365 days after the date of obtaining the consumer's signature. A different number of days could be specified.	M	Yes	C	Development is needed to add the automatic expiration date to the scanned form.
32.0	Authorization for Release of Information data and form image must be systematically designated for archive when a pre-specified number of days have elapsed. Current retention schedule states active status plus 20 years.	M	Yes	C	Development is needed to add the automatic expiration date to the scanned form.
191.0	The system will maintain LEIN request data. Refer to Tab A12 of Attachment 6a for the data elements.	E	Yes	B	This is accomplished through agency-defined screens.
191.1	An authorized role will be able to enter LEIN request data. LEIN = Law Enforcement Information Network.	E	Yes	B	
191.2	An authorized role will be able to view LEIN request data.	E	Yes	B	
191.3	An authorized role will be able to update LEIN request data.	E	Yes	B	
191.6	An authorized role will be able to amend LEIN request data.	E	Yes	B	
191.4	The system will store a digital image of LEIN request data.	E	Yes	A	
191.5	The system will capture an indicator flag of existence for LEIN request data.	E	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
192.0	The system must maintain 90-day progress on competency data. Refer to Tab 33 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
192.1	An authorized role must be able to enter 90-day progress on competency data.	M	Yes	B	
192.2	An authorized role must be able to view 90-day progress on competency data.	M	Yes	B	
192.3	An authorized role must be able to update 90-day progress on competency data.	M	Yes	B	
192.6	An authorized role must be able to amend 90-day progress on competency data.	M	Yes	B	
192.4	The system must store a digital image of 90-day progress on competency data.	M	Yes	A	
192.5	The system must capture an indicator flag of existence for 90-day progress on competency data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
193.0	The system must maintain restoration to competency report data. Refer to Tab 34 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
193.1	An authorized role must be able to enter restoration to competency report data.	M	Yes	B	
193.2	An authorized role must be able to view restoration to competency report data.	M	Yes	B	
193.3	An authorized role must be able to update restoration to competency report data.	M	Yes	B	
193.6	An authorized role must be able to amend restoration to competency report data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
193.4	The system must store a digital image of restoration to competency report data.	M	Yes	A	
193.5	The system must capture an indicator flag of existence for restoration to competency report data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
194.0	The system must maintain organ donor designation data. Refer to Tab A10 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
194.1	An authorized role must be able to enter organ donor designation data.	M	Yes	B	
194.2	An authorized role must be able to view organ donor designation data.	M	Yes	B	
194.3	An authorized role must be able to update organ donor designation data.	M	Yes	B	
194.6	An authorized role must be able to amend organ donor designation data.	M	Yes	B	
194.4	The system must store a digital image of organ donor designation data.	M	Yes	A	
194.5	The system must capture an indicator flag of existence for organ donor designation data.	M	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard.
195.0	The system must maintain voter registration data. Refer to Tab A13 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
195.1	An authorized role must be able to enter voter registration data.	M	Yes	B	
195.2	An authorized role must be able to view voter registration data.	M	Yes	B	
195.3	An authorized role must be able to update voter registration data.	M	Yes	B	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
196.0	System will maintain court tracking client commitments. Requirements gathered from existing CTS system. If this requirement requires customization the Vendor shall provide a separate cost in the Customization Cost Table. See Attachment 9; Refer to Tab 3 for the Customization Cost Table.	E	Yes	B	This is accomplished through agency-defined screens.
196.1	An authorized role shall be able to enter client commitments.	O	Yes	B	
196.2	An authorized role shall be able to update client commitments.	O	Yes	B	
196.5	An authorized role shall be able to amend client commitments.	O	Yes	B	
196.3	An authorized role shall be able to view client commitments.	O	Yes	B	
196.4	An authorized role shall be able to track client movements within the commitments.	O	Yes	A	
197.0	System will maintain court tracking staff records.	E	Yes	A	
197.1	An authorized role shall be able to assign a staff member to a court order assigned to a specific consumer.	O	Yes	A	
198.0	The system will maintain client scheduling for court tracking.	E	Yes	A	
198.1	An authorized role from the evaluation unit shall enter the means by which a consumer is admitted (i.e. jail, themselves, bond).	O	Yes	A	
199.0	The system shall maintain competency order data.	O	Yes	B	This is accomplished through agency-defined screens.
199.1	An authorized role shall be able to enter consumer competency order data.	O	Yes	B	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
199.2	An authorized role shall be able to update consumer competency order data.	O	Yes	B	
199.4	An authorized role shall be able to amend consumer competency order data.	O	Yes	B	
199.3	An authorized role shall be able to view consumer competency order data.	O	Yes	B	
200.0	The system shall maintain consumer criminal responsibility order data.	O	Yes	B	This is accomplished through agency-defined screens.
200.1	An authorized role shall be able to enter consumer criminal responsibility order data.	O	Yes	B	
200.2	An authorized role shall be able to update consumer criminal responsibility order data.	O	Yes	B	
200.4	An authorized role shall be able to amend consumer criminal responsibility order data.	O	Yes	B	
200.3	An authorized role shall be able to view consumer criminal responsibility order data.	O	Yes	B	
201.0	An authorized role shall be able to perform a search by court order number.	O	Yes	B	This is accomplished through agency-defined reports.
202.0	An authorized role shall be able to perform a search based on a court order type.	O	Yes	B	This is accomplished through agency-defined reports.
203.0	The system must maintain assigned facility codes.	M	Yes	A	
203.1	An authorized role must be able to enter a facility code.	M	Yes	A	
203.2	An authorized role must be able to assign a facility code.	M	Yes	A	
203.3	An authorized role must be able to update a facility code.	M	Yes	A	
203.4	An authorized role must be able to delete a facility code.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
204.0	The system must store the date when a consumer was received at a facility.	M	Yes	A	
205.0	The system must store the date when a consumer was admitted at a facility.	M	Yes	A	
207.0	An authorized role will enter the court order type.	E	Yes	B	This is accomplished through agency-defined fields added to the Admission screen.
208.0	An authorized role will enter if court order is district or circuit.	E	Yes	B	This is accomplished through agency-defined fields added to the Admission screen.
209.0	An authorized role will enter the name of the prosecutor assigned to a court order.	E	Yes	B	This is accomplished through agency-defined fields added to the Admission screen.
210.0	An authorized role will enter the name of the defense attorney assigned to a court order.	E	Yes	B	This is accomplished through agency-defined fields added to the Admission screen.
211.0	The system will maintain address integrity.	E	Yes	A	
212.0	The system will provide a warning if a staff role has changed within the same court order during the duration of the court order. Example: individual was an attorney and later becomes a judge on the same order.	E	Yes	C	Development is needed to satisfy this requirement.
213.0	The system will maintain consumer forensic evaluation scheduling data.	E	Yes	A	
213.2	An authorized role will be able to assign a doctor to a court order.	E	Yes	A	
213.3	An authorized role will be able to enter the date which reports were mailed.	E	Yes	B	This is accomplished through agency-defined screens.
213.31	The system will store the date which the court order report was mailed.	E	Yes	B	This is accomplished through agency-defined screens.
213.4	The system will display court orders that have not been scheduled.	E	Yes	B	This is accomplished through agency-defined reports.
213.5	The system will print a list of court orders which have not been scheduled.	E	Yes	B	This is accomplished through agency-defined reports.
213.6	The system will maintain the scheduling of orders.	E	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
213.61	An authorized role will be able to schedule a court order out of sequence.	E	Yes	A	
213.62	The system will display a notification when a court order has been scheduled out of sequence.	E	Yes	C	Development is needed to satisfy this requirement.
213.63	The system will display a notification when scheduling an order/additional orders for the same person needs to be scheduled.	E	Yes	B	This is accomplished through user definable client alerts.
213.64	The system will display a notification warning when an attempt is made to schedule a doctor/clinician for a number of assignments that exceeds their number of preferred openings for any given day.	E	Yes	A	This is accomplished through Avatar's over-booking feature.
214.0	The system will maintain court orders which have been closed through the course of an evaluation.	E	Yes	B	This is accomplished through agency-defined screens.
214.1	An authorized role will be able to display a court order which has been closed.	E	Yes	B	This is accomplished through widgets that display in the user home view or consumer chart view dashboard.
214.2	An authorized role will be able to view reports of closed court orders.	E	Yes	B	This is accomplished through agency-defined reports.
214.3	An authorized role will be able to print reports of closed court orders.	E	Yes	B	This is accomplished through agency-defined reports.
214.4	The system will need to display statistics for each type of closed court order within any given timeframe.	E	Yes	B	This is accomplished through agency-defined reports.
214.5	The system will have the ability to print statistics for each type of closed court order within any given timeframe.	E	Yes	B	This is accomplished through agency-defined reports.
215.0	The system will assign one examiner of record (EOR) to a court order. EOR = Examiner of Record.	E	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
216.0	The system will have the ability to assign multiple clinicians to a court order during the duration of the court order.	E	Yes	A	
217.0	The system will maintain the status of a court order.	E	Yes	B	This is accomplished through agency-defined screens.
218.0	The system will maintain closed order data.	E	Yes	B	This is accomplished through agency-defined screens.
219.0	The system will maintain the designation of when an order has a completed exam.	E	Yes	B	This is accomplished through agency-defined screens.
220.0	The system must maintain the series of communication during the life of a court order.	M	Yes	B	This is accomplished through agency-defined screens. Avatar also includes a sticky notes feature that allows users to included comments associated with agency defined screens.
220.1	An authorized role must have the ability to note any communication with a defense attorney.	M	Yes	B	This is accomplished through agency-defined screens.
220.2	An authorized role must have the ability to note any communication with a call to witness.	M	Yes	B	This is accomplished through agency-defined screens.
220.3	An authorized role must have the ability to note any communication with a judge stating there will be a delay in providing a report as a result of a need to obtain additional information.	M	Yes	B	This is accomplished through agency-defined screens.
220.4	An authorized role must have the ability to capture the name of the individual initiating communication.	M	Yes	B	This is accomplished through agency-defined screens.
220.5	An authorized role must have the ability to capture the date the communication occurred.	M	Yes	B	This is accomplished through agency-defined screens.
220.6	An authorized role must have the ability to capture the time which communication occurred.	M	Yes	B	This is accomplished through agency-defined screens.
220.7	An authorized role must have the ability to capture to whom the communication is being sent to.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
220.8	An authorized role must have the ability to capture the summary of commitment.	M	Yes	B	This is accomplished through agency-defined screens.
221.0	The system must have the ability to designate data as confidential.	M	Yes	B	This is accomplished through agency-defined screens.
222.0	The system must allow each agency to designate a data element as confidential and as being included in the medical record.	M	Yes	B	This is accomplished through agency-defined screens.
223.0	The system will maintain notification alerts for the facility evaluation units.	E	Yes	B	This is accomplished through defining submission requirements within agency defined screens.
223.1	The system will provide notification to the evaluation unit to alert an authorized role of an upcoming evaluation.	E	Yes	B	This is accomplished through defining submission requirements within agency defined screens.
223.2	The system will provide notification to the evaluation unit to alert an authorized role of an upcoming overdue evaluation.	E	Yes	B	This is accomplished through defining submission requirements within agency defined screens.
223.3	The system will provide notification to the evaluation unit to alert an authorized role of a consumer in jail.	E	Yes	B	This is accomplished through user definable client alerts.
223.4	The system will provide notification to the evaluation unit to alert an authorized role of a consumer on bond.	E	Yes	B	This is accomplished through user definable client alerts.
224.0	The system will be able to display examinations that were scheduled but not completed.	E	Yes	A	
225.0	The system will be able to re-schedule examinations that have not been completed.	E	Yes	A	
226.0	The system must maintain data from the authorization for release of legal information. Refer to Tab 42 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
226.1	An authorized role must be able to enter data from the authorization for release of legal information.	M	Yes	B	
226.2	An authorized role must be able to view data from the authorization for release of legal information.	M	Yes	B	
226.3	An authorized role must be able to update data from the authorization for release of legal information.	M	Yes	B	
226.4	An authorized role must be able to amend data from the authorization for release of legal information.	M	Yes	B	
227.0	The system must maintain legal advance directive data. Refer to Tab 40 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
227.1	An authorized role must be able to enter legal advance directive data.	M	Yes	B	
227.2	An authorized role must be able to view legal advance directive data.	M	Yes	B	
227.3	An authorized role must be able to update legal advance directive data.	M	Yes	B	
227.4	An authorized role must be able to amend legal advance directive data.	M	Yes	B	
Consumer Movement					
228.0	The system must maintain location data for each consumer at 12:01 a.m. every day that the same consumer is assigned to a facility.	M	Yes	A	This is accomplished through the census management feature.
228.1	An authorized role must be able to enter consumer location data.	M	Yes	A	
228.2	An authorized role must be able to view consumer location data.	M	Yes	A	
228.3	An authorized role must be able to update consumer location data.	M	Yes	A	
228.4	An authorized role must be able to amend consumer location data.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
229.0	The system will maintain consumer location data for exceptions to regularly scheduled consumer locations.	E	Yes	A	This is accomplished through the scheduling feature.
229.1	An authorized role will be able to enter data indicating where and when a consumer is at a location different from where that same consumer is expected to be located at any given time.	E	Yes	A	
229.2	An authorized role will be able to view the data indicating consumer location exceptions.	E	Yes	A	
229.3	An authorized role will be able to update consumer location exception data.	E	Yes	A	
229.5	An authorized role will be able to amend consumer location exception data.	E	Yes	A	
229.4	An authorized role will be able to print consumer location exception data.	E	Yes	A	
230.0	The system must maintain consumer movement restriction data.	M	Yes	B	This is accomplished through agency-defined screens.
230.1	An authorized role will be able to select an indicator specifying that a consumer will not be going to an activity or location as scheduled.	E	Yes	B	This is accomplished through agency-defined screens.
230.2	An authorized role will be able to enter a reason that a consumer will not be going to an activity or location as scheduled.	E	Yes	B	This is accomplished through agency-defined screens.
230.3	An authorized role will be able to view the indicator and reason that a consumer will not be going to an activity or location as scheduled.	E	Yes	B	This is accomplished through widgets that display in the consumer chart view dashboard. This is also accomplished through user defined client alerts that pop up when the client is selected.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
230.4	An authorized role will be able to deselect the indicator and update reason that a consumer will not be going to an activity or location as scheduled.	E	Yes	B	This is accomplished through agency-defined screens.
230.5	A printed consumer movement log sheet will include an indicator associated with the consumer name when that same consumer is restricted from going to an activity or location as scheduled.	E	Yes	B	This is accomplished through agency-defined reports.
230.6	An authorized role will be able to deselect an active indicator when a consumer is no longer restricted from going to an activity or location as scheduled.	E	Yes	B	This is accomplished through agency-defined screens.
230.7	The system must maintain audit trail data when a consumer is restricted from going to an activity or location as scheduled and when the restriction for the same consumer is removed.	M	Yes	A	
230.71	The system must record the name of the person associated with the authorized role used to indicate a consumer movement restriction.	M	Yes	A	
230.72	The system must record the date and time when a consumer movement restriction indicator is selected.	M	Yes	A	
230.73	The system must record the name of the person associated with the authorized role used to remove the consumer movement restriction indicator.	M	Yes	A	
230.74	An authorized role must be able to view the name of the person associated with the role that was used to indicate a consumer movement restriction.	M	Yes	B	This is accomplished through agency-defined reports and widgets.

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
230.75	An authorized role must be able to view the date and time when a consumer movement was restricted.	M	Yes	B	This is accomplished through agency-defined reports and widgets.
230.76	An authorized role must be able to view the name of the person associated with the role that was used to remove the consumer movement restriction indicator.	M	Yes	B	This is accomplished through agency-defined reports and widgets.
230.77	An authorized role must be able to view the date and time when a consumer movement restriction was removed.	M	Yes	B	This is accomplished through agency-defined reports and widgets.
231.0	The system must maintain consumer leave of absence (LOA) data.	M	Yes	B	This is accomplished through agency-defined screens.
231.1	An authorized role must be able to select an indicator specifying that a consumer is approved to be on a LOA.	M	Yes	B	This is accomplished through including the field in the agency-defined screens.
231.11	An authorized role must be able to select an indicator for not guilty by reason of insanity (NGRI) consumers that specifies that the consumer LOA was approved by the facility employee who has authority to approve a LOA.	M	Yes	B	This is accomplished through including the field in the agency-defined screens.
231.3	An authorized role must be able to select a LOA Status indicator for a consumer only after the LOA Approved indicator is selected.	M	Yes	B	This is accomplished through agency-defined screens.
231.31	An authorized role must be able to enter the name of the person who authorized the consumer LOA.	M	Yes	B	This is accomplished through agency-defined screens.
231.32	An authorized role must be able to enter the date of when the consumer LOA is scheduled to begin.	M	Yes	B	This is accomplished through agency-defined screens.
231.33	An authorized role must be able to enter the date of when the consumer LOA is scheduled to end.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
231.4	The LOA Approved and LOA Status indicators for a consumer must be systematically deselected when the system date is greater than the LOA end date.	M	Yes	B	This is accomplished through agency-defined screens.
231.5	An authorized role must be able to deselect the consumer LOA Approved and LOA Status indicators.	M	Yes	B	This is accomplished through agency-defined screens.
231.6	The system must maintain audit trail data when a consumer is placed on and taken off LOA status.	M	Yes	A	Agency defined screens are included in the Avatar audit feature.
231.61	The system must record the name of the person or the system selecting the LOA Approved indicator.	M	Yes	A	
231.62	The system must record the name of the person selecting the LOA Status indicator.	M	Yes	A	
231.63	The system must record the date and time when the LOA Status indicator is selected.	M	Yes	A	
231.64	The system must record the name of the person or the system deselecting the LOA Approved indicator.	M	Yes	A	
231.65	The system must record the name of the person or the system deselecting the LOA Status indicator.	M	Yes	A	
231.66	An authorized role must be able to view the name of the person who or the system that deselected the LOA Approved indicator.	M	Yes	B	This is accomplished through agency-defined reports and widgets.
231.67	An authorized role must be able to view the name of the person who or the system that deselected the LOA Status indicator.	M	Yes	B	This is accomplished through agency-defined reports and widgets.
231.68	An authorized role must be able to view the date and time that the LOA Approved indicator was selected.	M	Yes	B	This is accomplished through agency-defined reports and widgets.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
231.69	An authorized role must be able to view the date and time that the LOA Status indicator was selected.	M	Yes	B	This is accomplished through agency-defined reports and widgets.
231.70	An authorized role must be able to view the date and time that the LOA Approved indicator was deselected.	M	Yes	B	This is accomplished through agency-defined reports and widgets.
231.71	An authorized role must be able to view the date and time that the LOA Status indicator was deselected.	M	Yes	B	This is accomplished through agency-defined reports and widgets.
231.8	The system must display a message on the screen when an authorized role attempts to select the LOA Status indicator for a consumer who is not approved for a LOA.	M	Yes	B	This is accomplished through user definable client alerts.
231.81	An authorized role must clear the displayed message before performing a subsequent system action.	M	Yes	A	
231.9	An authorized role must be able to print a movement restriction report that includes, but is not limited to, consumer name, restriction date and time, and name of facility employee who authorized the restriction.	M	Yes	B	This is accomplished through agency-defined reports.
232.0	An authorized role must be able to generate a ULA report that includes data required by NRI. ULA = Unauthorized Leave of Absence. NRI = National Association of State Mental Health Program Directors Research Institute, Inc. (NRI).	M	Yes	B	This is accomplished through agency-defined reports.
232.1	The ULA report must include the name of a consumer who fails to return from a LOA (i.e., eloped).	M	Yes	B	This is accomplished through agency-defined reports.
232.2	The ULA report must include the date when the elopement occurred.	M	Yes	B	This is accomplished through agency-defined reports.
232.3	The ULA report must include the time when the elopement occurred.	M	Yes	B	This is accomplished through agency-defined reports.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
232.4	The ULA report must include the date when the elopement was discovered.	M	Yes	B	This is accomplished through agency-defined reports.
232.5	The ULA report must include the time when the elopement was discovered.	M	Yes	B	This is accomplished through agency-defined reports.
232.6	The ULA report must include the date when the elopement was entered into the system.	M	Yes	B	This is accomplished through agency-defined reports.
232.7	The ULA report must include the time when the elopement was entered into the system.	M	Yes	B	This is accomplished through agency-defined reports.
233.0	An authorized role must be able to print a consumer movement report.	M	Yes	B	This is accomplished through agency-defined reports.
233.1	The consumer movement report must include the name of the facility responsible for the consumer.	M	Yes	B	This is accomplished through agency-defined reports.
233.2	The consumer movement report must include the consumer's name.	M	Yes	B	This is accomplished through agency-defined reports.
233.3	The consumer movement report must include the consumer's DOB. DOB = Date of Birth.	M	Yes	B	This is accomplished through agency-defined reports.
233.4	The consumer movement report must include the consumer's age. Consumer age must be systematically calculated.	M	Yes	B	This is accomplished through agency-defined reports.
233.5	The consumer movement report must include the consumer's gender.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
233.6	The consumer movement report must include the name of the location from which the consumer is moving.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
233.7	The consumer movement report must include the date when the consumer will be moving.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
233.8	The consumer movement report must include the time when the consumer will be moving.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
233.9	The consumer movement report must include the name of the destination location at which the consumer arrives.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
233.10	The consumer movement report must include the date when the consumer arrives at the destination location.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
233.11	The consumer movement report must include the time when the consumer arrives at the destination location.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
233.12	The consumer movement report must include the reason for which the consumer is moving.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
233.13	The consumer movement report must include an indicator when a current duty to warn exists for a consumer.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
233.14	The consumer movement report must include an indicator when a crime victim notification exists for a consumer.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
233.15	The consumer movement report must include an indicator when an elopement risk exists for a consumer.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
233.16	The consumer movement report must include Axis I category disorder type diagnoses made for a consumer.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
233.17	The consumer movement report must include Axis II category disorder type diagnoses made for a consumer.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
233.18	The consumer movement report must include Axis III category disorder type diagnoses made for a consumer.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
233.19	The consumer movement report must include the name of the physician treating a consumer. Treating physician and treating psychiatrist are synonymous; treating physician name must be obtained from Mediware.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
233.20	The consumer movement report must include the current legal status for a consumer. A current legal status value may be IST, NGRI, probated NGRI, probated IST, voluntary, involuntary, and involuntary civil. IST – A patient admitted for treatment to restore him/her to competency, in connection with an order issued by a criminal court (i.e., district court or circuit court); these admissions are ordered pursuant to MCL330.2032. Probated IST – A patient who was originally admitted for treatment to restore him/her to competency (see above) on an order issued by a criminal court, but who has been switched to the jurisdiction of a probate court, and who is now receiving services for being a Person Requiring Treatment (PRT); these admission orders are issued pursuant to MCL 330.1468 [In the case of probated Mentally Retarded patients, their admissions are governed by MCL 330.1518].	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
233.20 cont.	NGRI – A patient who has been found not guilty by reason of insanity by a criminal court. Following their criminal trials, such patients are initially ordered by a criminal court to undergo a diagnostic admission, in order to determine whether they are civilly committable; NGRI diagnostic admissions are initiated pursuant to MCL330.2050. Probated NGRI – A patient who has completed his/her NGRI diagnostic admission (see above) and found to be civilly committable. Such a patient has been switched to the jurisdiction of a probate court, and is now receiving services for being a PRT; these admission orders are issued pursuant to MCL 330.1468 [In the case of probated Mentally Retarded patients, their admissions are governed by MCL 330.1518]. Voluntary – A patient whose admission is not compulsory (not a result of any legal action, such as the issuance of a court order). Involuntary - A patient whose admission is compulsory (a result of legal events, most commonly the issuance of a court order); the legal compulsion for an involuntary admission may be either criminal (e.g., a criminal court order for Tx to restore the patient to competency [see "IST," above]) or civil (e.g., a probate court order for treatment of a patient found to be a PRT [see "Probated IST," above]). Involuntary Civil - An involuntary patient whose admission was not initiated by a criminal court (see				

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
233.21	The consumer movement report must include the name of the person who escorts the consumer to the destination location.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
233.22	The consumer movement report must include the type of release (i.e., dependent or independent) by the county of commitment.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
234.0	An authorized role must be able to print a consumer census report intended for facility use only.	M	Yes	B	This is accomplished through agency-defined reports.
234.1	The consumer census report must include the name of the facility responsible for the consumer.	M	Yes	A	
234.2	The consumer census report must include the name of each consumer for whom the facility is responsible every calendar day at 12:01 a.m.	M	Yes	A	
234.3	The consumer census report must include the cost center.	M	Yes	A	
234.4	The consumer census report must include Axis I category disorder type diagnoses made for each consumer.	M	Yes	B	This is accomplished through agency-defined reports.
234.5	The consumer census report must include Axis II category disorder type diagnoses made for each consumer.	M	Yes	B	This is accomplished through agency-defined reports.
234.6	The consumer census report must include Axis III category disorder type diagnoses made for each consumer.	M	Yes	B	This is accomplished through agency-defined reports.
234.7	The consumer census report must include a need to review for unit-specific services indicator.	M	Yes	B	This is accomplished through agency-defined reports.
234.8	The consumer census report must include the name of the physician treating a consumer. Treating physician and treating psychiatrist are synonymous; treating physician name must be obtained from Mediware.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
234.9	The consumer census report must include the consumer's current legal status. A current legal status value may be IST, NGRI, probated NGRI, probated IST, voluntary, involuntary, and involuntary civil.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
234.10	The consumer census report must include the name of the current chief clinician.	M	Yes	B	This is accomplished through agency-defined reports.
234.11	The consumer census report must include the order effective date for a consumer.	M	Yes	B	This is accomplished through agency-defined reports.
234.12	The consumer census report must include the order expiration date for a consumer.	M	Yes	B	This is accomplished through agency-defined reports.
234.13	The consumer census report must include an indicator when a physical disability exists for a consumer.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
235.0	An authorized role must be able to print a consumer census report with a filtered view for publication to external audiences.	M	Yes	B	This is accomplished through agency-defined reports.
236.0	The system must maintain crime victim notification information.	M	Yes	B	This is accomplished through agency-defined screens.
236.1	An authorized role must be able to scan a received crime victim notification form.	M	Yes	A	
236.11	The system must store the scanned Crime Victim Notification form as a PDF image.	M	Yes	A	
236.12	An authorized role must be able to select a consumer to whom the crime victim notification form is linked in the system.	M	Yes	A	
236.13	An authorized role must be able to view the crime victim notification form.	M	Yes	A	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
236.14	An authorized role must be able to change the consumer to whom the crime victim notification form is linked in the system.	M	Yes	A	
236.2	An authorized role must be able to enter a crime victim first name.	M	Yes	B	This is accomplished through agency-defined screens.
236.3	An authorized role must be able to enter a crime victim last name.	M	Yes	B	This is accomplished through agency-defined screens.
236.4	An authorized role must be able to enter a crime victim mailing address street.	M	Yes	B	This is accomplished through agency-defined screens.
236.5	An authorized role must be able to enter a crime victim mailing address city.	M	Yes	B	This is accomplished through agency-defined screens.
236.6	An authorized role must be able to enter a crime victim mailing state.	M	Yes	B	This is accomplished through agency-defined screens.
236.7	An authorized role must be able to enter a crime victim mailing postal code. The system must accommodate a postal code of ZIP+4.	M	Yes	B	This is accomplished through agency-defined screens.
236.8	An authorized role must be able to view a crime victim first name.	M	Yes	B	This is accomplished through agency-defined screens.
236.9	An authorized role must be able to view a crime victim last name.	M	Yes	B	This is accomplished through agency-defined screens.
236.10	An authorized role must be able to view a crime victim mailing address street.	M	Yes	B	This is accomplished through agency-defined screens.
236.11	An authorized role must be able to view a crime victim mailing address city.	M	Yes	B	This is accomplished through agency-defined screens.
236.12	An authorized role must be able to view a crime victim mailing state.	M	Yes	B	This is accomplished through agency-defined screens.
236.13	An authorized role must be able to view a crime victim mailing postal code.	M	Yes	B	This is accomplished through agency-defined screens.
236.14	An authorized role must be able to update a crime victim first name.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
236.15	An authorized role must be able to update a crime victim last name.	M	Yes	B	This is accomplished through agency-defined screens.
236.16	An authorized role must be able to update a crime victim mailing address street.	M	Yes	B	This is accomplished through agency-defined screens.
236.17	An authorized role must be able to update a crime victim mailing address city.	M	Yes	B	This is accomplished through agency-defined screens.
236.18	An authorized role must be able to update a crime victim mailing state.	M	Yes	B	This is accomplished through agency-defined screens.
236.19	An authorized role must be able to update a crime victim mailing postal code.	M	Yes	B	This is accomplished through agency-defined screens.
236.20	An authorized role must be able to enter a crime victim notification start date.	M	Yes	B	This is accomplished through agency-defined screens.
236.21	An authorized role must be able to enter a crime victim notification stop date.	M	Yes	B	This is accomplished through agency-defined screens.
236.22	An authorized role must be able to view a crime victim notification start date.	M	Yes	B	This is accomplished through agency-defined screens.
236.23	An authorized role must be able to view a crime victim notification stop date.	M	Yes	B	This is accomplished through agency-defined screens.
236.24	An authorized role must be able to update a crime victim notification start date.	M	Yes	B	This is accomplished through agency-defined screens.
236.25	An authorized role must be able to update a crime victim notification stop date.	M	Yes	B	This is accomplished through agency-defined screens.
237.0	A crime victim notification letter must be systematically generated when a consumer who is listed on a received Crime Victim Notification form is designated in the system to be leaving the current facility. See Attachment 6.2 DCH Policy 10.2.1.	M	Yes	C	This is accomplished through agency defined reports. The additional capability to automatically generate the letters and have them emailed could be handled via purchase of third party software such as Crystal Enterprise or Crystal Desk.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
237.1	The crime victim notification letter must include the date of when the letter is systematically generated.	M	Yes	B	This is accomplished through agency-defined reports.
237.2	The crime victim notification letter must include return address information of the facility from which the consumer will be leaving.	M	Yes	B	This is accomplished through agency-defined reports.
237.21	The crime victim notification letter must include the name of the facility.	M	Yes	B	This is accomplished through agency-defined reports.
237.22	The crime victim notification letter must include the facility's mailing address street.	M	Yes	B	This is accomplished through agency-defined reports.
237.23	The crime victim notification letter must include the facility's mailing address city.	M	Yes	B	This is accomplished through agency-defined reports.
237.24	The crime victim notification letter must include the facility's mailing address state.	M	Yes	B	This is accomplished through agency-defined reports.
237.25	The crime victim notification letter must include the facility's mailing address postal code.	M	Yes	B	This is accomplished through agency-defined reports.
237.3	The crime victim notification letter must include the victim's name in the salutation.	M	Yes	B	This is accomplished through agency-defined reports.
237.4	The crime victim notification letter must include the consumer's name.	M	Yes	B	This is accomplished through agency-defined reports.
237.5	The crime victim notification letter must include the consumer's destination.	M	Yes	B	This is accomplished through agency-defined reports. Data collection for the report is accomplished through a combination of core and agency defined screens.
237.6	The crime victim notification letter must include the name of the director of the facility from which the consumer is leaving.	M	Yes	B	This is accomplished through agency-defined reports.
237.61	The crime victim notification letter must include the title of the director of the facility from which the consumer is leaving.	M	Yes	B	This is accomplished through agency-defined reports.
238.0	The system must maintain duty to warn information.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
238.1	An authorized role must be able to select a consumer and an indicator specifying a duty to warn pertaining to the same consumer.	M	Yes	B	This is accomplished through agency-defined screens.
238.2	An authorized role must be able to enter a person's first name for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.3	An authorized role must be able to enter a person's last name for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.4	An authorized role must be able to enter a person's mailing address street for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.5	An authorized role must be able to enter a person's mailing address city for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.6	An authorized role must be able to enter a person's mailing address state for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.7	An authorized role must be able to enter a person's mailing address postal code for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.8	An authorized role must be able to view a person's last name for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.9	An authorized role must be able to view a person's mailing address street for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.10	An authorized role must be able to view a person's mailing address city for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
238.11	An authorized role must be able to view a person's mailing address state for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.12	An authorized role must be able to view a person's mailing address postal code for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.13	An authorized role must be able to view a person's last name for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.14	An authorized role must be able to update a person's last name for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.15	An authorized role must be able to update a person's mailing address street for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.16	An authorized role must be able to update a person's mailing address city for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.17	An authorized role must be able to update a person's mailing address state for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.18	An authorized role must be able to update a person's mailing address postal code for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.19	An authorized role must be able to update a person's last name for whom a duty to warn notification is to be sent.	M	Yes	B	This is accomplished through agency-defined screens.
238.20	An authorized role must be able to enter a duty to warn notification start date.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
238.21	An authorized role must be able to enter a duty to warn notification stop date.	M	Yes	B	This is accomplished through agency-defined screens.
238.22	An authorized role must be able to view a duty to warn notification start date.	M	Yes	B	This is accomplished through agency-defined screens.
238.23	An authorized role must be able to view a duty to warn notification stop date.	M	Yes	B	This is accomplished through agency-defined screens.
238.24	An authorized role must be able to update a duty to warn notification start date.	M	Yes	B	This is accomplished through agency-defined screens.
238.25	An authorized role must be able to update a duty to warn notification stop date.	M	Yes	B	This is accomplished through agency-defined screens.
239.0	A duty to warn notification letter must be systematically generated when a duty to warn indicator is selected for a consumer and the same consumer is designated in the system to be leaving the current facility.	M	Yes	C	This is accomplished through agency defined reports. The additional capability to automatically generate the letters and have them emailed could be handled via purchase of third party software such as Crystal Enterprise or Crystal Desk.
239.1	The duty to warn notification letter must include the date of when the letter is systematically generated.	M	Yes	B	This is accomplished through agency-defined screens.
239.2	The duty to warn notification letter must include return address information of the facility from which the consumer will be leaving.	M	Yes	B	This is accomplished through agency-defined screens.
239.21	The duty to warn notification letter must include the name of the facility.	M	Yes	B	This is accomplished through agency-defined screens.
239.22	The duty to warn notification letter must include the facility's mailing address street.	M	Yes	B	This is accomplished through agency-defined screens.
239.23	The duty to warn notification letter must include the facility's mailing address city.	M	Yes	B	This is accomplished through agency-defined screens.
239.24	The duty to warn notification letter must include the facility's mailing address state.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
239.25	The duty to warn notification letter must include the facility's mailing address postal code.	M	Yes	B	This is accomplished through agency-defined screens.
239.3	The duty to warn notification letter must include the person's name in the salutation.	M	Yes	B	This is accomplished through agency-defined screens.
239.4	The duty to warn notification letter must include the consumer's name.	M	Yes	B	This is accomplished through agency-defined screens.
239.5	The duty to warn notification letter must include the consumer's destination.	M	Yes	B	This is accomplished through agency-defined screens.
239.6	The duty to warn notification letter must include the name of the director of the facility from which the consumer is leaving.	M	Yes	B	This is accomplished through agency-defined screens.
239.61	The duty to warn notification letter must include the title of the director of the facility from which the consumer is leaving.	M	Yes	B	This is accomplished through agency-defined screens.
240.0	The system must maintain placement on leave of absence data. Refer to Tab 55 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
240.1	An authorized role must be able to enter placement on leave of absence data.	M	Yes	B	This is accomplished through agency-defined screens.
240.2	An authorized role must be able to view placement on leave of absence data.	M	Yes	B	This is accomplished through agency-defined screens.
240.3	An authorized role must be able to update placement on leave of absence data.	M	Yes	B	This is accomplished through agency-defined screens.
240.4	An authorized role must be able to amend placement on leave of absence data.	M	Yes	B	This is accomplished through agency-defined screens.
241.0	The system must maintain placement on unauthorized leave data. Refer to Tab 56 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
241.1	An authorized role must be able to enter placement on unauthorized leave data.	M	Yes	B	This is accomplished through agency-defined screens.
241.2	An authorized role must be able to view placement on unauthorized leave data.	M	Yes	B	This is accomplished through agency-defined screens.
241.3	An authorized role must be able to update placement on unauthorized leave data.	M	Yes	B	This is accomplished through agency-defined screens.
241.4	An authorized role must be able to amend placement on unauthorized leave data.	M	Yes	B	This is accomplished through agency-defined screens.
242.0	The system must maintain placement on authorized leave data. Refer to Tab 57 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
242.1	An authorized role must be able to enter placement on authorized leave data.	M	Yes	B	This is accomplished through agency-defined screens.
242.2	An authorized role must be able to view placement on authorized leave data.	M	Yes	B	This is accomplished through agency-defined screens.
242.3	An authorized role must be able to update placement on authorized leave data.	M	Yes	B	This is accomplished through agency-defined screens.
242.4	An authorized role must be able to amend placement on authorized leave data.	M	Yes	B	This is accomplished through agency-defined screens.
243.0	The system must maintain return from authorized leave status data. Refer to Tab 65 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
243.1	An authorized role must be able to enter return from authorized leave status data.	M	Yes	B	This is accomplished through agency-defined screens.
243.2	An authorized role must be able to view return from authorized leave status data.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
243.3	An authorized role must be able to update return from authorized leave status data.	M	Yes	B	This is accomplished through agency-defined screens.
243.4	An authorized role must be able to amend return from authorized leave status data.	M	Yes	B	This is accomplished through agency-defined screens.
244.0	The system will maintain off unit movement data. Refer to Tab 66 of Attachment 6a for the data elements.	E	Yes	B	This is accomplished through agency-defined screens.
244.1	An authorized role will be able to enter off unit movement data.	E	Yes	B	This is accomplished through agency-defined screens.
244.2	An authorized role will be able to view off unit movement data.	E	Yes	B	This is accomplished through agency-defined screens.
244.3	An authorized role will be able to update off unit movement data.	E	Yes	B	This is accomplished through agency-defined screens.
244.4	An authorized role will be able to amend off unit movement data.	E	Yes	B	This is accomplished through agency-defined screens.
245.0	The system must maintain placement on medical convalescent status (to local hospital) data. Refer to Tab 58 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
245.1	An authorized role must be able to enter placement on medical convalescent status (to local hospital) data.	M	Yes	B	This is accomplished through agency-defined screens.
245.2	An authorized role must be able to view placement on medical convalescent status (to local hospital) data.	M	Yes	B	This is accomplished through agency-defined screens.
245.3	An authorized role must be able to update placement on medical convalescent status (to local hospital) data.	M	Yes	B	This is accomplished through agency-defined screens.
245.4	An authorized role must be able to amend placement on medical convalescent status (to local hospital) data.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
246.0	The system must maintain transfer data between state facilities. Refer to Tab 59 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through agency-defined screens.
246.1	An authorized role must be able to enter transfer data between state facilities.	M	Yes	B	This is accomplished through agency-defined screens.
246.2	An authorized role must be able to view transfer data between state facilities.	M	Yes	B	This is accomplished through agency-defined screens.
246.3	An authorized role must be able to update transfer data between state facilities.	M	Yes	B	This is accomplished through agency-defined screens.
246.4	An authorized role must be able to amend transfer data between state facilities.	M	Yes	B	This is accomplished through agency-defined screens.
247.0	The system must maintain discharge planning data. Refer to Tab 60 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
247.1	An authorized role must be able to enter discharge planning data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
247.2	An authorized role must be able to view discharge planning data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
247.3	An authorized role must be able to update discharge planning data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
247.4	An authorized role must be able to amend discharge planning data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
248.0	The system must maintain psychiatric discharge note data. Refer to Tab 61 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
248.1	An authorized role must be able to enter psychiatric discharge note data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
248.2	An authorized role must be able to view psychiatric discharge note data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
248.3	An authorized role must be able to update psychiatric discharge note data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
248.4	An authorized role must be able to amend psychiatric discharge note data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
249.0	The system must maintain psychiatric discharge data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
249.1	An authorized role must be able to enter psychiatric discharge data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
249.2	An authorized role must be able to view psychiatric discharge data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
249.3	An authorized role must be able to update psychiatric discharge data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
249.4	An authorized role must be able to amend psychiatric discharge data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
250.0	The system will maintain medication reconciliation discharge data for pharmacy systems. Refer to Tab 62 of Attachment 6a for the DCH Mediware data elements.	E	Yes	B	This is accomplished through a combination of core and agency defined screens.
250.1	An authorized role will be able to enter medication reconciliation discharge data.	E	Yes	B	This is accomplished through a combination of core and agency defined screens.
250.2	An authorized role will be able to view medication reconciliation discharge data.	E	Yes	B	This is accomplished through a combination of core and agency defined screens.
250.3	An authorized role will be able to update medication reconciliation discharge data.	E	Yes	B	This is accomplished through a combination of core and agency defined screens.
250.4	An authorized role will be able to amend medication reconciliation discharge data.	E	Yes	B	This is accomplished through a combination of core and agency defined screens.
251.0	The system must maintain discharge instructions. Refer to Tab 63 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
251.1	An authorized role must be able to enter discharge instructions.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
251.2	An authorized role must be able to view discharge instructions.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
251.3	An authorized role must be able to update discharge instructions.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
251.4	An authorized role must be able to amend discharge instructions.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
252.0	The system must maintain the discharge summary. Refer to Tab 64 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
252.1	An authorized role must be able to enter discharge summary data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
252.2	An authorized role must be able to view discharge summary data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
252.3	An authorized role must be able to update discharge summary data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
252.4	An authorized role must be able to amend discharge summary data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
253.0	The system must store documentation required for an NGRI consumer who is being returned to the hospital because of a violation of their contract or for further psychiatric treatment.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
Seclusion and Restraint					
254.0	The system must maintain data pertaining to a physician's examination of a consumer prior to the consumer being placed in seclusion or while the consumer is in seclusion. Refer to Tab 73 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
254.1	An authorized role must be able to enter the data collected from a physician's examination of a consumer while the same consumer is in seclusion.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
254.2	An authorized role must be able to view the data collected from a physician's examination of a consumer while the same consumer is in seclusion.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
254.3	An authorized role must be able to update the data collected from a physician's examination of a consumer while the same consumer is in seclusion.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
254.4	An authorized role must be able to amend the data collected from a physician's examination of a consumer while the same consumer is in seclusion.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
255.0	The system must maintain data pertaining to the physician's order to place a consumer in seclusion. Refer to Tab 74 of Attachment 6a for the data elements.	M	Yes	A	
255.1	An authorized role must be able to add data stating the physician's order to place a consumer in seclusion.	M	Yes	A	
255.2	An authorized role must be able to view data stating the physician's order to place a consumer in seclusion.	M	Yes	A	
255.3	An authorized role must be able to update data stating the physician's order to place a consumer in seclusion.	M	Yes	A	
255.4	An authorized role must be able to amend data stating the physician's order to place a consumer in seclusion.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
256.0	The system must maintain data pertaining to the nursing assessment of consumer behavior that led to the consumer being placed in seclusion. Refer to Tab 75 of Attachment 6a for the data elements. Vital signs include blood pressure, pulse, temperature, and respiration.	M	Yes	A	
256.1	An authorized role must be able to enter data pertaining to the nursing assessment of consumer behavior.	M	Yes	A	
256.2	An authorized role must be able to view data pertaining to the nursing assessment of consumer behavior.	M	Yes	A	
256.3	An authorized role must be able to update data pertaining to the nursing assessment of consumer behavior.	M	Yes	A	
256.4	An authorized role must be able to amend data pertaining to the nursing assessment of consumer behavior.	M	Yes	A	
257.0	The system must maintain data pertaining to the facility staff debriefing of a consumer being placed in seclusion. Refer to Tab 76 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
257.1	An authorized role must be able to enter data pertaining to the facility staff debriefing.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
257.2	An authorized role must be able to view data pertaining to the facility staff debriefing.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
257.3	An authorized role must be able to update data pertaining to the facility staff debriefing.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
257.4	An authorized role must be able to amend data pertaining to the facility staff debriefing.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
258.0	The system must maintain data pertaining to the physician's examination of a consumer prior to the same consumer being placed in restraints. Refer to Tab 77 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
258.1	An authorized role must be able to enter data pertaining to the physician's examination of a consumer.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
258.2	An authorized role must be able to view data pertaining to the physician's examination of a consumer.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
258.3	An authorized role must be able to update data pertaining to the physician's examination of a consumer.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
258.4	An authorized role must be able to amend data pertaining to the physician's examination of a consumer.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
259.0	The system must maintain data pertaining to the physician's order to place a consumer in restraints. Refer to Tab 78 of Attachment 6a for the data elements.	M	Yes	A	
259.1	An authorized role must be able to add data stating the physician's order to place a consumer in restraints.	M	Yes	A	
259.2	An authorized role must be able to view data stating the physician's order to place a consumer in restraints.	M	Yes	A	
259.3	An authorized role must be able to update data stating the physician's order to place a consumer in restraints.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
259.4	An authorized role must be able to amend data stating the physician's order to place a consumer in restraints.	M	Yes	A	
260.0	The system must maintain data pertaining to the nursing assessment of consumer behavior that led to the consumer being placed in restraints. Refer to Tab 79 of Attachment 6a for the data elements.	M	Yes	A	
260.1	An authorized role must be able to enter data pertaining to the nursing assessment of consumer behavior.	M	Yes	A	
260.2	An authorized role must be able to view data pertaining to the nursing assessment of consumer behavior.	M	Yes	A	
260.3	An authorized role must be able to update data pertaining to the nursing assessment of consumer behavior.	M	Yes	A	
260.4	An authorized role must be able to amend data pertaining to the nursing assessment of consumer behavior.	M	Yes	A	
261.0	The system must maintain data pertaining to the facility staff debriefing of a consumer being placed in restraints. Refer to Tab 80 of Attachment 6a for the data elements.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
261.1	An authorized role must be able to enter data pertaining to the facility staff debriefing.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
261.2	An authorized role must be able to view data pertaining to the facility staff debriefing.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
261.3	An authorized role must be able to update data pertaining to the facility staff debriefing.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
262.0	The system must maintain data pertaining to the condition of the room used for consumer seclusion.	M	Yes	B	This is accomplished through agency-defined screens.
262.1	An authorized role must be able to enter data describing the condition of the room prior to a consumer being placed in the same room for seclusion.	M	Yes	B	This is accomplished through agency-defined screens.
262.2	An authorized role will be able to view data describing the condition of the room prior to a consumer being placed in the same room for seclusion.	E	Yes	B	This is accomplished through agency-defined screens.
262.3	An authorized role will be able to update data describing the condition of the room prior to a consumer being placed in the same room for seclusion.	E	Yes	B	This is accomplished through agency-defined screens.
262.4	An authorized role will be able to amend data describing the condition of the room prior to a consumer being placed in the same room for seclusion.	E	Yes	B	This is accomplished through agency-defined screens.
263.0	The system will maintain data regarding the cleaning of a consumer seclusion room.	E	Yes	B	This is accomplished through agency-defined screens.
263.1	An authorized role will be able to enter data identifying the room used for consumer seclusion and indicating that the same room was cleaned after the consumer was released from seclusion.	E	Yes	B	This is accomplished through agency-defined screens.
263.2	An authorized role will be able to view data that identified the room that was used for consumer seclusion and that indicated that the same room was cleaned after the consumer was released from seclusion.	E	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
263.3	An authorized role will be able to update data that identified the room that was used for consumer seclusion and that indicated that the same room was cleaned after the consumer was released from seclusion.	E	Yes	B	This is accomplished through agency-defined screens.
263.4	An authorized role will be able to enter the date and time that the room used for consumer seclusion was cleaned.	E	Yes	B	This is accomplished through agency-defined screens.
263.5	An authorized role will be able to view the date and time that the room used for consumer seclusion was cleaned.	E	Yes	B	This is accomplished through agency-defined screens.
263.6	An authorized role will be able to update the date and time that the room used for consumer seclusion was cleaned.	E	Yes	B	This is accomplished through agency-defined screens.
263.7	An authorized role will be able to enter the name of the facility employee who cleaned the room that was used for consumer seclusion.	E	Yes	B	This is accomplished through agency-defined screens.
263.8	An authorized role will be able to view the name of the facility employee who cleaned the room that was used for consumer seclusion.	E	Yes	B	This is accomplished through agency-defined screens.
263.9	An authorized role will be able to update the name of the facility employee who cleaned the room that was used for consumer seclusion.	E	Yes	B	This is accomplished through agency-defined screens.
264.0	The system will maintain data regarding the cleaning of restraints.	E	Yes	B	This is accomplished through agency-defined screens.
264.1	An authorized role must be able to enter data describing the restraint that was used with a consumer.	M	Yes	B	This is accomplished through agency-defined screens.
264.2	An authorized role must be able to view data describing the restraint that was used with a consumer.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
264.3	An authorized role must be able to update data describing the restraint that was used with a consumer.	M	Yes	B	This is accomplished through agency-defined screens.
264.4	An authorized role must be able to amend data describing the restraint that was used with a consumer.	M	Yes	B	This is accomplished through agency-defined screens.
265.0	The system must maintain data pertaining to each article of property removed from a consumer's person when the same consumer is placed in seclusion.	M	Yes	B	This is accomplished through agency-defined screens.
265.1	An authorized role must be able to enter an article name for each piece of property removed from a consumer's person and the name of the facility employee who removes the property when the same consumer is placed in seclusion.	M	Yes	B	This is accomplished through agency-defined screens.
265.2	An authorized role must be able to view an article name for each piece of property removed from a consumer's person and the name of the facility employee who removed the property when the same consumer was placed in seclusion.	M	Yes	B	This is accomplished through agency-defined screens.
265.3	An authorized role must be able to update an article name for each piece of property removed from a consumer's person and the name of the facility employee who removed the property when the same consumer is placed in seclusion.	M	Yes	B	This is accomplished through agency-defined screens.
265.4	The system must allow a facility employee name to be entered once and to be associated with one or more pieces of property removed from a consumer's person when the same consumer is placed in seclusion.	M	Yes	B	This is accomplished through agency-defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
266.0	The system must maintain data pertaining to each article of property returned to a consumer when the same consumer is removed from seclusion.	M	Yes	B	This is accomplished through agency-defined screens.
266.1	An authorized role must be able to enter an article name for each piece of property returned to a consumer and the name of the facility employee who returns the property when the same consumer is removed from seclusion.	M	Yes	B	This is accomplished through agency-defined screens.
266.2	An authorized role must be able to view an article name for each piece of property returned to a consumer and the name of the facility employee who returned the property when the same consumer was removed from seclusion.	M	Yes	B	This is accomplished through agency-defined screens.
266.3	An authorized role must be able to update an article name for each piece of property returned to a consumer and the name of the facility employee who returned the property when the same consumer was removed from seclusion.	M	Yes	B	This is accomplished through agency-defined screens.
266.4	The system must allow a facility employee name to be entered once and to be associated with one or more pieces of property returned to a consumer when the same consumer is removed from seclusion.	M	Yes	B	This is accomplished through agency-defined screens.
Discharge					
267.0	The system must maintain consumer discharge data.	M	Yes	A	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
267.1	The system must receive and import consumer discharge order (medical) data that was entered into Mediware no later than 3 minutes after it was entered into Mediware.	M	Yes	C	This is accomplished using a custom HL7 or web service interface.
267.2	An authorized role must be able to view the consumer discharge order (medical) data that was imported from Mediware.	M	Yes	C	This is accomplished using a custom HL7 or web service interface.
267.3	An authorized role must be able to enter consumer discharge instruction data into the system.	M	Yes	A	
267.4	An authorized role must be able to view consumer discharge instruction data.	M	Yes	A	
267.5	An authorized role must be able to update consumer discharge instruction data.	M	Yes	A	
267.10	An authorized role must be able to amend consumer discharge instruction data.	M	Yes	A	
267.51	Consumer discharge instructions must include recommendations that were made by the facility treatment team and previously entered into the system as part of the IPOS.	M	Yes	A	
267.52	Consumer discharge instructions must include an indicator and associated data when a consumer being discharged is to be held at the facility.	M	Yes	B	This is accomplished through agency-defined fields and screens. Client alerts can be used to notify the user via a pop-up message that the consumer is to be held.
267.521	The consumer hold indicator and associated data will be included in the consumer discharge instructions when the data was previously entered during legal status and tracking activity.	E	Yes	B	This is accomplished through a combination of core and agency defined screens.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
267.522	An authorized role will be able to update the consumer hold information obtained from the legal status and tracking activity data.	E	Yes	B	This is accomplished through a combination of core and agency defined screens.
267.11	An authorized role will be able to amend the consumer hold information obtained from the legal status and tracking activity data.	E	Yes	B	This is accomplished through a combination of core and agency defined screens.
267.53	Consumer discharge instructions must include a list of current medications, imported from Mediware, needed by the consumer being discharged.	M	Yes	C	This is accomplished using a custom HL7 or web service interface.
267.6	The system must maintain data associated with dispensing medications at the time of consumer discharge.	M	Yes	A	
267.61	An authorized role must be able to enter the name of the person to whom consumer medications are given when the consumer is discharged.	M	Yes	A	
267.62	An authorized role must be able to view the name of the person to whom consumer medications are given when the consumer is discharged.	M	Yes	A	
267.63	An authorized role must be able to update the name of the person to whom consumer medications are given when the consumer is discharged.	M	Yes	A	
267.64	An authorized role must be able to enter the date and time that medications are received by the person to whom they are given.	M	Yes	A	
267.65	An authorized role must be able to view the date and time that medications are received by the person to whom they are given.	M	Yes	A	

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
267.66	An authorized role must be able to update the date and time that medications are received by the person to whom they are given.	M	Yes	A	
267.67	An authorized role must be able to enter the name of the facility employee who provides the medications to the recipient.	M	Yes	A	
267.68	An authorized role must be able to view the name of the facility employee who provides the medications to the recipient.	M	Yes	A	
267.69	An authorized role must be able to update the name of the facility employee who provides the medications to the recipient.	M	Yes	A	
267.610	The system must be able to capture and store an electronic signature of the person receiving the consumer medications.	M	Yes	A	
267.6101	An authorized role must be able to view the electronic signature of the person receiving the consumer medications.	M	Yes	A	
267.611	The system must be able to capture and store an electronic signature of the facility employee dispensing the consumer medications.	M	Yes	A	
267.6111	An authorized role must be able to view the electronic signature of the facility employee dispensing the consumer medications.	M	Yes	A	
267.7	An authorized role must be able to enter the name of the entity to which the discharged consumer is released.	M	Yes	A	
267.8	An authorized role must be able to view the name of the entity to which the discharged consumer is released.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
267.9	An authorized role must be able to update the name of the entity to which the discharged consumer is released.	M	Yes	A	
268.0	An authorized role must be able to edit selected discharge/release plan data and then subsequently print the consumer discharge/release plan.	M	Yes	A	The plan is printed through an agency defined report.
268.1	The consumer discharge/release plan must include an indicator that a discharge order (medical) was entered into Mediware.	M	Yes	C	This is accomplished using a custom HL7 or web service interface.
268.2	The consumer discharge/release plan will include legal charges or legal status data that was previously entered into the system as part of the court tracking activity.	E	Yes	B	This is accomplished through a combination of core and agency defined screens.
268.3	The consumer discharge/release plan must include the consumer's DOB.	M	Yes	A	
268.4	The consumer discharge/release plan must include the consumer's most recent psychiatric condition data as previously entered into the system.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
268.5	The consumer discharge/release plan must include the consumer's most recent current progress data as previously entered into the system.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
268.51	An authorized role must be able to update the current progress data prior to the same data being included on the printed discharge/release plan.	M	Yes	A	
268.31	An authorized role must be able to amend the current progress data prior to the same data being included on the printed discharge/release plan.	M	Yes	A	
268.6	The consumer discharge/release plan must include either a yes or no indicator pertaining to medication compliance.	M	Yes	B	The data is collected through an agency defined field. The field is included in the discharge plan report.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
268.7	The consumer discharge/release plan must include either a yes or no indicator pertaining to risk of elopement as previously entered into the system.	M	Yes	B	The data is collected through an agency defined field. The field is included in the discharge plan report.
268.8	The consumer discharge/release plan must include the name of the recommended placement location as entered into the system.	M	Yes	B	The data is collected through an agency defined field. The field is included in the discharge plan report.
268.9	The consumer discharge/release plan must include the consumer's gender.	M	Yes	A	
268.10	The consumer discharge/release plan must include either the name of the consumer's guardian or relative as previously entered into the system.	M	Yes	B	The data is collected through an agency defined field. The field is included in the discharge plan report.
268.11	The consumer discharge/release plan must include the address of the consumer's guardian or relative as previously entered into the system.	M	Yes	B	The data is collected through an agency defined field. The fields are included in the discharge plan report.
268.12	The consumer discharge/release plan must include the telephone number of the consumer's guardian or relative as previously entered into the system.	M	Yes	B	The data is collected through an agency defined field. The field is included in the discharge plan report.
268.13	The consumer discharge/release plan must include the relationship of the guardian or relative to the consumer as previously entered into the system.	M	Yes	B	The data is collected through a core solution screen. The field is included in the discharge plan report.
268.14	The consumer discharge/release plan must include the consumer's allergies as previously entered into Mediware.	M	Yes	C	This is accomplished using a custom HL7 or web service interface.
268.15	The consumer discharge/release plan must include the consumer's ADRs as previously entered into the system.	M	Yes	B	The data is collected through a core solution screen. The fields are included in the discharge plan report.
268.16	The consumer discharge/release plan must include the consumer's physical disabilities as previously entered into the system.	M	Yes	B	The data is collected through a core solution screen. The fields are included in the discharge plan report.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
268.17	The consumer discharge/release plan must include the consumer's marital status as previously entered into the system.	M	Yes	B	The data is collected through a core solution screen. The field is included in the discharge plan report.
268.18	The consumer discharge/release plan must include the consumer's diet as previously entered into the system.	M	Yes	B	The data is collected through a core solution screen. The fields are included in the discharge plan report.
268.19	The consumer discharge/release plan must include data previously entered into the system indicating that the consumer has dentures.	M	Yes	B	The data is collected through an agency defined field. The field is included in the discharge plan report.
268.20	The consumer discharge/release plan must include data previously entered into the system pertaining to adaptive equipment required by the consumer.	M	Yes	B	The data is collected through agency defined fields. The fields are included in the discharge plan report.
268.21	The consumer discharge/release plan must include Axis I data previously entered into the system.	M	Yes	B	The data is collected through a core solution screen. The field is included in the discharge plan report.
268.22	The consumer discharge/release plan must include Axis II data previously entered into the system.	M	Yes	B	The data is collected through a core solution screen. The field is included in the discharge plan report.
268.23	The consumer discharge/release plan must include Axis III data previously entered into the system.	M	Yes	B	The data is collected through a core solution screen. The field is included in the discharge plan report.
268.24	The consumer discharge/release plan must include Axis IV data previously entered into the system.	M	Yes	B	The data is collected through a core solution screen. The field is included in the discharge plan report.
268.25	The consumer discharge/release plan must include Axis V data previously entered into the system.	M	Yes	B	The data is collected through a core solution screen. The field is included in the discharge plan report.
268.26	The consumer discharge/release plan must include an indicator, as selected by an authorized role, showing that the consumer's vital signs of temperature, blood pressure, pulse, and respiratory rate were entered into the system at the time of consumer discharge.	M	Yes	B	The data is collected through a core solution screen. The field is included in the discharge plan report.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
268.27	The consumer discharge/release plan must include the consumer's functional needs contained in the nursing assessment as previously entered into the system.	M	Yes	B	The data is collected through an agency defined screen. The fields are included in the discharge plan report.
268.28	The consumer discharge/release plan must include an indicator when the consumer has a durable power of attorney that was previously entered into the system.	M	Yes	B	The data is collected through an agency defined screen. The field is included in the discharge plan report.
268.29	The consumer discharge/release plan must include a copy of the consumer's advance directive as previously entered into the system.	M	Yes	B	The data is collected through a core solution screen. The field is included in the discharge plan report.
268.30	The consumer discharge/release plan must include a list of the consumer's ADLs. ADL = Activities of Daily Living. Activities include bathing, brushing teeth, changing clothes, feeding self, etc.	M	Yes	B	The data is collected through a core solution screen. The fields are included in the discharge plan report.
269.0	The system must maintain data required for generating consumer discharge/release instructions. Refer to Tab 63 of Attachment 6a for the data elements.	M	Yes	B	The data is collected through a combination core solution and agency defined screens. The fields are included in the discharge/release instructions report.
270.0	An authorized role must be able to print the consumer discharge/release instructions.	M	Yes	B	This is accomplished through an agency-defined report.
270.1	The consumer discharge/release instructions must include the reasons, as previously entered in Mediware, that two or more antipsychotic medications are prescribed for the consumer being discharged.	M	Yes	C	This is accomplished using a custom HL7 or web service interface.

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
270.2	The consumer discharge/release instructions must include the consumer's vital signs of temperature, blood pressure, pulse, and respiratory rate that were entered into the system at the time of consumer discharge.	M	Yes	B	The data is collected through a core solution screen. The field is included in the discharge/release instructions plan report.
271.0	The system must maintain consumer discharge/release summary data. Refer to Tab 64 of Attachment 6a for the data elements.	M	Yes	B	The data is collected through a combination core solution and agency defined screens.
271.1	An authorized role must be able to enter consumer discharge/release summary data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
271.2	An authorized role must be able to view consumer discharge/release summary data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
271.3	An authorized role must be able to update consumer discharge/release summary data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
271.8	An authorized role must be able to amend consumer discharge/release summary data.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
271.4	The system must allow entry of consumer discharge/release summary data by different categories.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
271.41	The system must include a psychiatric summary category.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
271.42	The system must include nursing summary category.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
271.43	The system must include a social work summary category.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
271.44	The system must include a medical summary category.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.
271.45	The system must include an activity therapy summary category.	M	Yes	B	This is accomplished through a combination of core and agency defined screens.

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Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
271.5	An authorized role must be able to print a consumer discharge/release summary that includes each of the categories for which data was entered.	M	Yes	B	This is accomplished through an agency defined report.
271.6	An authorized role must be able to print consumer discharge instructions.	M	Yes	B	This is accomplished through an agency defined report.
271.7	An authorized role must be able to view consumer discharge plan data that was previously entered during the consumer admission process.	M	Yes	B	This is accomplished through an agency defined report.
271.71	An authorized role must be able to add the name of the person, with whom the consumer is leaving at the time that the consumer is discharged, to the previously entered discharge plan data.	M	Yes	A	
271.72	An authorized role must be able to view the name of the person, with whom the consumer is leaving at the time that the consumer is discharged, to the previously entered discharge plan data.	M	Yes	A	
271.73	An authorized role must be able to update the name of the person, with whom the consumer is leaving at the time that the consumer is discharged, to the previously entered discharge plan data.	M	Yes	A	
Hardware and Software Licensing					
272.0	The contractor must identify the hardware and software (operating system) and licensing requirements to run the proposed system and client application.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
273.0	All proposed equipment must be new, unless refurbished equipment is requested by the SOM, and provided with manufacturers' standard warranty.	M	Yes	A	
274.0	Replacement parts must carry the same warranty whether refurbished or new.	M	Yes	A	
275.0	All hardware must be at the highest functional manufacturer's firmware revision levels agreed to by the SOM.	M	Yes	A	
276.0	All software must be at the highest functional manufacturers release and revision levels agreed to by the SOM.	M	Yes	A	
System Monitoring and Reporting					
277.0	The system must support reporting capabilities for both standard reports and customizable reports. Reports are to be in the .csv format.	M	Yes	A	Avatar is ODBC and JDBC compliant.
278.0	The system must generate and send management reports to pre-defined user lists.	M	Yes	C	This is accomplished through agency defined reports. The additional capability to automatically generate the reports and have them emailed could be handled via purchase of third party software such as Crystal Enterprise or Crystal Desk.
279.0	The system must generate performance issue reports regarding system health and general system status.	M	Yes	A	
Warranty and Problem Resolution					
280.0	The system must be covered by a minimum one (1) year on-site warranty.	M	Yes	A	
281.0	There must be an extended maintenance agreement made available through the contractor or authorized distributor.	M	Yes	A	

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Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
282.0	The contractor must be capable of providing on-site warranty services directly and coordinate these services between the SOM and the manufacturer or reseller so the on-site service call is transparent to the SOM.	M	Yes	A	
283.0	The contractor must provide a copy of the service escalation procedures; including names and telephone numbers of persons to be notified, response times for initial call response, on-site personnel response, resolution, and average time as well as a not-to-exceed time frame for each type of response. Support up to and including manufacturer support should be included.	M	Yes	A	
284.0	The contractor must provide a secure Web based tracking and reporting tool which will include trouble ticket initiation, trouble history tracking, resolution status, and response times.	M	Yes	A	
285.0	The contractor must provide a 24/7/365 response center which will have the ability to provide constant monitoring and dedicated network management services. The response center must be located in the continental USA.	M	Yes	C	Netsmart provides 24/7/365 response center for our application support as an option. We only provide constant monitoring and dedicated network management services if Netsmart hosts the solution, otherwise this would be the responsibility of SOM data center. Application support would be available 24/7 to assist should the issue be related to the application.
286.0	The contractor must provide a tiered support response solution (i.e., web, phone) which will initiate a trouble ticket and determine the level of support and action necessary to accommodate the problem resolution.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
287.0	The contractor's problem resolution is to include, but not be limited to, the following: initiate trouble tickets with appropriate provider(s), track all trouble tickets and provide updates to the SOM, maintain service escalation for all service providers, record history and resolution of all trouble tickets, analyze trouble tickets for trends and chronic problems, and produce quarterly reports of findings to the SOM.	M	Yes	A	
288.0	The contractor must provide a maximum of 1-hour response via telephone, remote access, or on-site to the SOM.	M	Yes	A	
289.0	The contractor must provide a maximum of 3-hour on-site response from initial contact if the problem cannot be resolved by telephone or remote access.	M	Yes	D	Netsmart supports many State systems and does so using remote access in all cases. We believe that all problems can be resolved by telephone or remote access provided the SOM provide the access and required levels of permission. If for some reason, it cannot be resolved, Netsmart will provide on-site response but must do so based on our ability to have a Netsmart Associate travel to MI which cannot be done in 3 hours. To meet this requirement, we have provided an optional cost for a full tie onsite resource post implementation should SOM wish to include this cost at contracting.
290.0	The contractor must provide maintenance and parts for no less than 5 years after final acceptance of the contract.	M	Yes	A	
291.0	The system must be capable of notifying an administrator in the event of a system fault.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
292.0	The contractor must provide proof of the manufacturer's support and commitment to the products being proposed as well as advanced replacement parts, software, on-going software support, updates and enhancements (i.e., example, manufacturer's assurance of support should the contractor abandon the product line).	M	Yes	A	Netsmart can provide proof if requested.
293.0	The contractor is to describe the procedures for exchange warranty or warranty after the on-site warranties expire.	M	Yes	A	
294.0	The contractor must develop, test and publish its internal and external escalation procedures, including contact information and chain of command.	M	Yes	A	
Technical Requirements					
13.0	The system platform must be SQL or Oracle.	M	Yes	A	Netsmart's solutions are designed to run on a full range of hardware and/or operating system standards including IBM AIX, Oracle Solaris, Red Hat Linux, and Windows. The underlying database, Intersystems Cache, uses SQL for data access.
295.0	The contractor must provide a logical network diagram that describes how the infrastructure components will meet the functional requirements.	M	Yes	A	
313.0	The contractor must provide near- or full-disclosure on the system's data model and data dictionary.	M	Yes	A	
296.0	The contractor must provide conceptual and logical data-flow diagrams.	M	Yes	A	
297.0	The contractor must provide a complete installation and configuration documentation library.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
298.0	The contractor must provide a high-level architecture diagram, including logical and physical components.	M	Yes	A	
299.0	The contractor must provide a logical network diagram that describes how the infrastructure components will meet the functional requirements.	M	Yes	A	
300.0	The contractor must provide conceptual and logical application data-flow models.	M	Yes	A	
301.0	The contractor must provide a technology roadmap for the proposed system showing a five (5) year plan for migrating to new software versions and when to de-implement dated versions as they reach end of life.	M	Yes	B	Current roadmaps are not pre-defined through 5 years and are dynamic; however, Netsmart can provide a 5 year roadmap upon request.
302.0	The contractor must provide a technology roadmap for the proposed system showing a five (5) year plan for new software version releases, support window, and sun setting.	M	Yes	B	Current roadmaps are not pre-defined through 5 years and are dynamic; however, Netsmart can provide a 5 year roadmap upon request.
303.0	The contractor must provide a description of the skill sets of all resources required for a typical install of the base package.	M	Yes	A	
304.0	The contractor must provide a list of functional issues encountered by other users during a typical implementation of the contractor's software.	M	Yes	B	This document can be provided upon request.
305.0	The contractor must provide a list of technical issues encountered by other users during a typical implementation of contractor's software	M	Yes	B	This document can be provided upon request.
306.0	The contractor must provide a detailed list of any browser plug-ins (e.g., ActiveX, Java, Flash) required by the application.	M	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
307.0	The contractor must provide a detailed list of client components (e.g. ODBC, JDBC, Java Beans, other) required by the application, including permission(s) levels.	M	Yes	A	
308.0	The contractor must provide a detailed list of any third-party tools required by the application and how they will be supported over the System Development Life Cycle (SDLC).	M	Yes	A	
309.0	The contractor must provide a retrospective (lessons learned) project review following completion of the project.	M	Yes	B	This document can be provided upon request.
Non-Medical Orders					
323.0	The system will maintain data pertaining to non-medical orders.	E	Yes	A	
323.1	An authorized role will be able to add non-medical order category names. Current categories include Diet Orders, Orders for Nursing Services, Lab & Diagnostic Test Orders, Orders for Assistive Devices, Orders for Services, Orders for Health & Beauty Aids/Cosmetic, Orders for Precautions, Restrictions, & Permissions, and Other (a.k.a. Treatments & Leaves).	E	Yes	A	
323.2	An authorized role will be able to view non-medical order category names.	E	Yes	A	
323.3	An authorized role will be able to update non-medical order category names.	E	Yes	A	
323.4	An authorized role will be able to amend non-medical order category names.	E	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
323.5	An authorized role will be able to add boilerplate non-medical order text to a system library. Physicians repeatedly use the same general order text for different consumers.	E	Yes	A	
323.51	An authorized role will be able to associate the boilerplate non-medical order text with a non-medical order category name.	E	Yes	A	
323.52	An authorized role will be able to disassociate the boilerplate non-medical order test from the non-medical order category name if the text has not been previously used in a consumer's order.	E	Yes	A	
323.53	An authorized role will be able to associate the boilerplate non-medical order text with a separate authorized role.	E	Yes	A	
323.54	An authorized role will be able to disassociate the boilerplate non-medical order text from the separate authorized role to which it was associated if the text has not been previously used in a consumer's order.	E	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
323.55	An authorized role will be able to indicate that boilerplate non-medical order text stored in the system library is no longer available for use in a consumer's order from the point in time that the indicator is activated. Boilerplate text is germane to each physician to whom it is assigned. The physician's library of boilerplate text must be unavailable for future use when the physician is no longer authorized to access EMBRS although historical data integrity of previous uses must be maintained in the system.	E	Yes	A	Text templates that can be used for orders are not available for selection when they are deactivated. There is no notification. Order code boilerplate text is not available for selection once the order code is deactivated. There is no notification
323.6	An authorized role will be able to view boilerplate non-medical order text contained in the system library, the non-medical category name to which it is associated, and the separate authorized roles to which it is associated.	E	Yes	A	
323.7	An authorized role will be able to update boilerplate non-medical order text contained in the system library.	E	Yes	A	
323.8	An authorized role will be able to amend boilerplate non-medical order text contained in the system library.	E	Yes	A	
323.9	An authorized role will be able to add non-medical order text for a consumer, including systematic insertion of boilerplate non-medical order text stored in the system library and assigned to the same authorized role.	E	Yes	A	
323.10	An authorized role will be able to view the non-medical order text for a consumer.	E	Yes	A	

A	B	C	D	E	F
Req. No.	**Requirement**	**Mandatory (M) Expected (E) Optional (O)**	**Req. Response (Yes / No)**	**Response (A, B, C, D, E)**	**Comments**
323.11	An authorized role will be able to update the non-medical order text that was entered for a consumer.	E	Yes	A	
323.12	An authorized role will be able to amend the non-medical order text that was entered for a consumer.	E	Yes	A	
324.0	The system will maintain data pertaining to action taken in response to a non-medical order.	E	Yes	A	
324.1	An authorized role will be able to add data stating the action taken in response to a non-medical order.	E	Yes	A	
324.2	An authorized role will be able to view data stating the action taken in response to a non-medical order.	E	Yes	A	
324.3	An authorized role will be able to update data stating the action taken in response to a non-medical order.	E	Yes	A	
324.4	An authorized role will be able to amend data stating the action taken in response to a non-medical order.	E	Yes	A	

ATTACHMENT 6A – DCH REQUIREMENTS WORKSHEET DATA ELEMENTS

See Attachment 6a posted on Bid4Michigan.

Attachment 7 – Technical Requirements

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1000. Client / Workstation					
1000.1	If the application requires Citrix, it will function as a thin client architecture for: • Citrix version 5.0 • Remote Desktop Services (RDP) version 6.1	E	Yes	A	Netsmart supports the use of Citrix working with the proposed Avatar solution. Netsmart has a number of clients of various size and complexity using Citrix and/or Terminal Services. There are no specific requirements for using Citrix within a client environment. However, Netsmart does need to know that Citrix is being used, at the time of installation, to modify the Avatar middleware configuration file to work appropriately within this type of an environment.
1000.2	The Application must function with the following web browser(s) in an **INTRANET** environment: • Microsoft IE 8.0	M	Yes	A	
1000.3	The Application must function with the following web browser(s) in an **INTERNET** environment: • Microsoft IE 6.0 or above • Firefox 3.0 and above • Chrome 3.0 and above • Safari 4.x and above	M	Yes	A	For Safari, only the PC version is compatible.
1000.4	The Application must function with the following desktop Operating System (OS): • Windows XP SP3	M	Yes	A	
1000.5	The Application's desktop client install must function on the following standard SOM desktop hardware: Link to SOM Desktop Standard: http://www.michigan.gov/dmb/0,1607,7-150-56355-108233--,00.html	M	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1000.6	The Application will support the following mobile devices and their Operating System (OS): Link to SOM Handheld Devices: http://www.michigan.gov/dmb/0,1607,7-150-56355-108233--,00.html	E	Yes	A	
1001. Documentation and Standards					
1001.1	Provide a logical network diagram that describes how the infrastructure components will meet the functional requirements.	M	Yes	A	
1001.2	Provide conceptual and logical data-flow diagrams.	M	Yes	A	
1001.3	Provide a complete installation and configuration documentation library.	E	Yes	A	
1001.4	Provide a high-level architecture diagram, including logical and physical components.	M	Yes	A	
1001.5	System documentation will describe error logging and how to access the error logs.	E	Yes	A	
1001.6	System documentation must describe Disaster Recovery capabilities (including Hot and Cold standby options, licensing implications, and critical vs. non-critical functionality and data).	M	Yes	A	
1001.7	System documentation will describe any batch processing requirements for the application.	E	Yes	A	
1001.8	System documentation will describe required application maintenance activities and time frames.	E	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1001.9	Application/System documentation will provide FAQ and/or Support Information for frequent issues staff/users may encounter.	E	Yes	A	
1003. Installation					
1003.1	Provide a detailed work plan (in hours) and duration (in days) of a typical installation of the base package, including all modules. Include both SOM and vendor effort.	E	Yes	A	
1003.2	Provide a high-level project plan outlining activity descriptions, work effort, duration and resources for a typical base-package installation.	E	Yes	A	
1003.3	Provide a description of the skill sets of all resources required for a typical install of the base package.	E	Yes	B	Please refer to our Plexus Project Role Guide, submitted as an attachment with this proposal.
1003.4	Provide a list of **functional** issues encountered by other users during a typical implementation of your software.	E	Yes	A	Netsmart provides this information as part of the project documentation and reporting process as part of the implementation.
1003.5	Provide a list of **technical** issues encountered by other users during a typical implementation of your software.	E	Yes	A	Netsmart provides this information as part of the project documentation and reporting process as part of the implementation.
1003.6	The application will be remotely deployable and supportable using the following management tool(s): • Microsoft's SCCM (SMS)	E	Yes	A	The Java runtime and Crystal Viewer are both deployable through an MSI package using a tool like SCCM.
1003.7	Provide a detailed list of any browser plug-ins (e.g., ActiveX, Java, Flash) required by the application.	M	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1003.8	Provide a detailed list of client components (e.g. ODBC, JDBC, Java Beans, other) required by the application, including permission(s) levels.	M	Yes	A	
1003.9	All agents and bots used for monitoring or maintenance of servers and software must be listed including function, install location, permission level, and resource usage.	M	Yes	A	The only agents installed within the solution are Netsmart's Avaguard application which monitors health of the system, components, and database. The install location can vary based upon the server type.
1003.10	Provide a detailed list of any third-party tools required by the application and how they will be supported over the System Development Life Cycle (SDLC).	M	Yes	A	
1004. Product Development					
1004.1	Provide a report of all known current application defects and the timeline for mitigation efforts.	E	Yes	A	
1004.2	Provide a roadmap for all platform/application enhancements that are planned for the next three years.	E	Yes	B	Current roadmaps are not pre-defined through 3 years and are dynamic; however, Netsmart can provide a 3 year roadmap upon request.
1004.3	Application development will be done in the following development framework: • .NET Framework 3.5 (standard) • J2EE 5.x (standard)	E	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1004.4	Programming will be done in the following language(s): • ASP.Net 2008 (standard) • C# (standard) • Java (standard) • JavaScript (standard) • JDK 6.x (standard) • PHP 5.2 (standard) • VB .NET 2008 (standard)	E	Yes	A	
1004.5	Commercial Off The Shelf (COTS) third-party libraries included within the application will be owned and supportable by the State. Inclusion of any third-party code library or tool must be approved by the SOM Contract Manager or Project Manager.	E	Yes	A	
1004.6	Custom-developed third-party libraries included within the application will be owned and supportable by the State. Inclusion of any 3rd party code library or tool must be approved by the SOM Contract Manager or Project Manager.	E	Yes	A	
1004.7	Software developed under contract to SOM will be able to provide a complete change/history log upon request.	E	Yes	A	
1004.8	System documentation will clearly describe the type of caching, if any, the system employs.	E	Yes	A	
1005. Reporting					
1005.1	The reporting product technology will be compatible with n-Tier architecture (client-server & web).	E	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1005.2	The reporting product technology will be compatible with the following Server Operating Systems: • (see requirement 1010.2)	E	Yes	B	Avatar supports the Microsoft Windows 2008, Unix Sun Solaris 10.x and Linux Redhat Enterprise Server 5.x, 6.x server operating systems.
1005.3	The reporting tool/system will be certified for use with the VMWare x86 based virtualization platform.	E	Yes	A	
1005.4	The reporting product technology will be compatible with desktop virtualization.	E	Yes	A	
1005.5	The reporting product technology will not require any installed component on the user desktop.	E	Yes	A	The Avatar solution includes the Crystal Reports Viewer as an integrated part of the application.
1005.6	The reporting product technology will not require any installed component in the user browser other than the following: • Adobe Acrobat Reader	E	Yes	A	
1005.7	The reporting product technology will be compatible with one or more of the following Reporting tools: • Active Reports 2.0, 3.0 (standard) • Business Objects (BO) 11 (standard) • Crystal Reports 11 (standard) • MSSQL 2005 Reporting Services (standard) • Oracle Reports 11g (standard) • WebFOCUS	E	Yes	A	Netsmart recommends the use of SAP Crystal Reports to develop embedded reports. Other report and data analysis tools can be used, provided they can utilize ODBC for data connectivity.
1005.8	The reporting product technology will support ad-hoc reporting via custom-built queries.	E	Yes	A	
1006. Application Security					

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1006.0	The solution must have a completed DTMB Project Security Plan and Assessment (DIT-0170).	M			This question to be answered post contract award as per Joe Kelly, State of Michigan.
1006.1	The solution must have built-in security controls and meet or exceed current SOM security requirements as described in the State Administrative Guide http://www.michigan.gov/dmb/0,1607,7-150-9131_9347---,00.html#1300INFSTDSPLNNG	M	Yes	A	
1006.2	Application access must be loggable and have a viewable audit trail(s).	M	Yes	A	
1006.3	Changes to user permissions must be loggable and have a viewable audit trail(s).	M	Yes	A	
1006.4	Access to audit trail logs must be able to be restricted to approved administrators.	M	Yes	A	
1006.5	Application access and changes to application access must log the following information: • Date/time • Nature of operation • Name of changed item • Name of who made the change • Before and after value of the changed item	M	Yes	A	
1006.6	The following application change event(s) must be logged: • Changes to individual permission level • Changes to role membership • Changes to role permissions • Changes to access to application functions	M	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1006.7	The System Administrator must be able to control access to audit trail logs.	M	Yes	A	
1006.8	Access to program libraries (e.g. base code) must be restricted and controlled.	M	Yes	A	
1006.9	Passwords and User ID's must be able to: • Protect sensitive data • Restrict access to only those intended • Meet State/Agency Security Standards • Be encryptable	M	Yes	A	
1006.10	User authentication methods, based on risk and severity level, will include: • User ID and Passwords • Single sign-on solutions • Tokens • PKI and Certificates • Access control lists and files • Unique business process	E	Yes	A	All the above methods are supported. By default, Avatar requires a system code, user name and password. Avatar is CCOW compliant. Avatar also provides LDAP integration.
1006.11	Session State will be stored and maintained in an encrypted manner.	E	Yes	A	
1006.12	Session State will be stored and maintained in one or more of the following manners: • Cookie • Database	E	Yes	A	
1006.13	A software solution will be accessible (and administrable) through the following Virtual Private Network (VPN) : • Vendor Network	E	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1006.14	A Contractor solution or third-party contractor solution will comply with any of the following application and data processing standards: • HIPAA • Sarsbane-Oxsley • PCI-DSS • HL7	E	Yes	A	Netsmart's Avatar solution complies with HIPAA and HL7.
1006.15	Application and database communication will use the following port(s) and protocol(s): • Oracle • Microsoft SQL Server • 80 / 443	E	No	E	The proposed solution will utilize 443, 1972, and 46000-46010 for user access into the environment
1006.16	Client application must support encryption of data both at rest and in motion, in accordance with the data classification.	M	Yes	A	Data in motion is accomplished through SSL and encrypted Java communications. Data at rest is accomplished through disk based encryption.
1006.17	Applications and systems must adhere to SOM Policy 1350.10 regarding Access to Networks, Systems, Computers, Databases, and Applications: http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf	M	Yes	A	Netsmart's solution requires a system code, username and password for authentication into the application. Authentication can also be tied to an LDAP system.
1006.18	Applications and systems must adhere to SOM Policy 1350.20 regarding Access to Protected Data Resources: http://www.michigan.gov/documents/dmb/1350.20_184600_7.pdf	M	Yes	A	
1006.19	End-user software applications, or components thereof, must **not** require privileged, super-user or administrator mode in order to function properly.	M	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1006.20	A security assessment of the purchased application, and its components, will be provided that has been verified by an independent third party.	E	Yes	A	
7. Identity Management					
1007.2	The application will support the following authentication requirement: • LDAP v3 • Active Directory 2003 • Two factor authentication • User ID and Passwords • Single sign-on solutions • Tokens • Unique business process	E	Yes	A	All the above methods are supported. By default, Avatar requires a system code, user name and password. Avatar is CCOW compliant. Avatar also provides LDAP integration.
1007.3	Application authentication and authorization must be by individual user. User account information must be stored securely in a database. Users may belong to groups and roles.	M	Yes	A	
1007.4	The application will enforce the following rules on individual passwords for allowable characters, length and expiration period: • Standard Windows characters allowed • Minimum of 8 characters in length • Expires every 90 days • Cannot reuse password for 1 year	E	Yes	A	
1007.5	The application must lock out users after three invalid login attempts due to bad passwords.	M	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1007.6	The application must provide the system administrators with the capabilities to define different roles with different privileges.	M	Yes	A	
1007.7	The application will provide the system administrators with the capabilities to create groups whose members can be either role-based or individual login account names.	E	Yes	A	
8. Network Security					
1008.2	Network communication will use the following port(s) and protocol(s): • 443 using ADO.NET • 443 using TCP • Internet Assigned Number Authority (IANA) registered ports	E	Yes	A	The proposed solution will utilize 443, 1972,46000-46010
1008.3	Client applications must adhere to SOM Policy 1340.00 regarding "Information Security": http://www.michigan.gov/documents/dmb/1340_193162_7.pdf	M	Yes	A	
1008.4	Applications and systems must adhere to SOM Policy 1350.10 regarding "Access to Networks, Systems, Computers, Databases, and Applications": http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf	M	Yes	A	Netsmart's solution requires a system code, username and password for authentication into the application. Authentication can also be tied to an LDAP system.
1008.5	Web interface or browser technology will use TCP/IP protocol through Ports 80 or 443.	E	Yes	A	The proposed solution will utilize 443, 1972,46000-46010

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1008.6	Applications and systems must conform with SOM Policy 1345.00 regarding "Network and Infrastructure": http://www.michigan.gov/documents/dmb/1345.00_282982_7.pdf	M	Yes	A	
1008.7	Application communication between users and system components over the network will be loggable and the log file accessible to the system administrator.	E	Yes	A	
1008.8	Applications and systems must adhere to SOM Policy 1350.20 regarding "Access to Protected Data Resources": http://www.michigan.gov/documents/dmb/1350.20_184600_7.pdf	M	Yes	A	
9. Server Security					
1009.2	Application servers must be hardened prior to placing in production. The hardening process is handled by DTMB Infrastructure Services, in conjunction with OES.	M	Yes	A	
1009.3	End-user software applications, or components thereof, must **not** require privileged, super-user or administrator mode in order to function properly.	M	Yes	A	
1009.4	Servers must have the most recent security patches applied to them and be configured in least privileged mode prior to placing in production in a non-secure environment.	M	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1009.5	All server-based agents, bots and monitoring components must be listed along with a description of their function, required permission level and resource usage.	M	Yes	A	
1009.6	Applications and systems must adhere to SOM Policy 1350.10 regarding "Access to Networks, Systems, Computers, Databases, and Applications": http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf	M	Yes	A	Netsmart's solution requires a system code, username and password for authentication into the application. Authentication can also be tied to an LDAP system.
1009.7	Applications and systems must adhere to SOM Policy 1350.20 regarding "Access to Protected Data Resources": http://www.michigan.gov/documents/dmb/1350.20_184600_7.pdf	M	Yes	A	
10. Application Server					
1010.1	The reporting product technology will be compatible with n-Tier architecture (client-server & web).	E	Yes	A	
1010.2	The application server will support the following Server Operating Systems (OS): • Microsoft Windows 2008 (standard) • Unix HPUX 11i v3 (standard) • Unix Sun Solaris 10.x (standard) • VMWare vSphere 4 (standard)	E	Yes	A	Netsmart supports Windows 2008 X64, VMware vSphere, and Oracle Solaris
1010.3	Application server software components will operate the same, without regard to the hosting platform or OS. They should expose the same functionality and API's regardless of OS.	E	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1010.4	Application server software component updates will occur at the same time without regard to the hosting platform or OS, unless an exception is granted.	E	Yes	A	
1010.5	The application tier will be certified for use with the VMWare x86 based virtualization platform.	E	Yes	A	
1010.6	Systems running on the application server will support **horizontal** scaling.	E	Yes	A	
1010.7	Systems running on the application server will support **vertical** scaling.	E	Yes	A	
1010.8	All Application components will use the following communication protocols: • ODBC • ADO.Net • OLE DB	E	Yes	A	Netsmart supports ODBC for report connectivity into the environment.
1010.9	The application will be capable of sharing the application server with multiple applications.	E	Yes	A	
1010.10	The software running on the application tier will be coded in one of the following DTMB supported languages: • ASP.Net (standard) • C# (standard) • Java (standard) • JavaScript (standard) • JDK 6.x (standard) • PHP 5.x (standard)	E	Yes	A	Netsmart utilizes a Java layer running on JVM's
1010.11	End-user software applications, or components thereof, must **not** require privileged, super-user or administrator mode in order to function properly.	M	Yes	A	The installation of a Sun Java Runtime and the Crystal Reports Viewer component require elevated access to Install. However, no elevated permissions are needed to run the applications.

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1010.12	The system must provide some form of remote connectivity which allows vendor acceptable bandwidth and access to facilitate remote diagnostics, monitoring and upgrading of the system. The form will be one that is acceptable to SOM and agreed to by SOM and the vendor.	M	Yes	A	Netsmart generally utilizes a VPN and RDP to connect to and provide support on the needed application components. For Unix/Linux environments, VPN and SSH would be used.
11. Database Server					
1011.1	The database application must be compatible with the following server operating systems: • (see requirement 1010.2)	M	Yes	A	Netsmart supports Windows 2008 X64, VMware vSphere, and Oracle Solaris
1011.2	The database tier will be certified for use with the VMWare x86 based virtualization platform.	E	Yes	A	
1011.3	The application must use the following database management systems (DBMS) and version: • MSSQL Server 2005 (standard) • Oracle 11g (standard)	M	Yes	A	Netsmart makes the data available in an MSSQL or Oracle 11g database. Costs for this database are included in our proposal. The Netsmart solution makes use of an embedded database to support transaction processing, the cost of which is included in our proposal.
1011.4	The database server will support **horizontal** scaling by partitioning of tables and clustering of server instances.	E	Yes	A	Netsmart supports server Active/Passive clustering
1011.5	The database server must support log shipping to a separate log server.	M	Yes	A	Netsmart utilizes a Cache function called Shadowing, which performs remote, real-time log shipping
1011.6	The database server will support replication and mirroring across multiple servers.	E	Yes	A	Through Cache Shadowing, data is maintained and updated on a real-time basis.
1011.7	The database server shall support flashback capabilities for database, table, etc. for rapid recovery.	O	Yes	A	The database journals can be played forward and back, to recover to a specific moment in time.

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1011.8	The database server must support **vertical** scaling by the addition of additional CPUs, CPU Cores, and RAM memory.	M	Yes	A	
1011.9	The database server will support data compression.	E	Yes	A	
1011.10	The database server shall support table and index partitioning across multiple server instances.	O	No	E	
1011.11	The database server shall support parallel indexing operations.	O	No	E	
1011.12	The database server will support manual tuning and configuration.	E	Yes	A	
1011.13	The database server will support automatic tuning and configuration.	E	Yes	A	
1011.14	The database tier must support a shared connection with connection pooling.	M	Yes	A	
1011.15	The database will support single-record recovery processes.	E	Yes	A	
1011.16	The database must support transactions and support transaction rollback.	M	Yes	A	
1011.17	The database must support encryption at the database table/column level.	M	Yes	A	
1011.18	The database must restrict access to data through the use of views, queries, roles and groups.	M	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1011.19	The database will provide data archival functionality.	E	Yes	C	Avatar has the capability to store an unlimited amount of data. Netsmart offers tools and archiving programs with additional development. Records for those clients defined as “inactive” are easily accessible for viewing and reporting. Access to client records that have been removed and placed in an external archive, are not readily accessible through Avatar. When archived all data is formatted in a file that is available for importing.
1011.20	The database will support assured record destruction by secure and permanent record deletion.	E	Yes	A	
1011.21	The database must be able to operate in an n-Tier server architecture.	M	Yes	A	
1011.22	The database structure will be extensible, allowing the addition of new tables, new columns and new objects.	E	Yes	A	
1011.23	The database must support pessimistic and optimistic record-locking strategies.	M	Yes	A	
1011.24	The database will support table and row level locking during read/write operations.	E	Yes	A	
1011.25	The database server shall support heterogeneous cross-DBMS and distributed transactions.	O	Yes	A	
1011.26	The database transaction strategies must be configurable, allowing growth, shrinkage and backup-recovery.	M	Yes	A	
1011.27	The database will not require components that are not part of the default database licensing model for supporting any functionality.	E	Yes	A	
1011.28	The database will allow full text indexing and search.	E	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1011.29	The database will provide support for spatial data.	E	No	E	
1011.30	The database will provide support for XML data.	E	Yes	A	
1011.31	The database server must support the following application development frameworks: (see section 1004.3-Product Development)	M	Yes	A	The solution can be queried through ODBC from any ODBC compliant application. The Application is also accessible through published web services through any development framework or environment capable of utilizing web services.
1011.32	The database server must support auditing and logging for DML events (insert, update, delete).	M	Yes	A	
1011.33	The database server must support auditing and logging for DCL events (grant, revoke, deny).	M	Yes	A	
1011.34	The reporting product technology must be compatible with n-Tier architecture (client-server & web).	M	Yes	A	
1011.35	The database must not require users to have elevated database privileges/accounts for normal operation.	M	Yes	A	
1011.36	The database server will support licensing per CPU core.	E	Yes	A	
1011.37	The database server will support licensing per CPU socket.	E	Yes	A	
1011.38	The database server will support licensing per seat.	E	Yes	A	
1011.39	Audit record must contain: data and time of the event, subject identity, type of event, how data changed, where the event occurred, and the outcome of the event.	M	Yes	A	
1012. Web Server					

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1012.1	The Web server will support the following Operating Systems (OS): • (see requirement 1010.2)	E	Yes	A	
1012.2	The Web Server components will operate the same without regard to the hosting platform or OS.	E	Yes	A	
1012.3	The Web Server component updates will occur at the same time without regard to the hosting platform or OS.	E	Yes	A	
1012.4	The web server for this application will be: • MS IIS 2003, 2008 (standard) • Apache 2.2.x (standard) • IBM IHS 6.1, 7.0 (standard) • IBM Websphere 6.1, 7.0 (standard) • Jboss 5.x (standard)	E	Yes	A	Netsmart utilizes the JBOSS platform
1012.5	The application will be capable of sharing a web server with multiple applications.	E	Yes	A	
1012.6	The Web Server will support **horizontal** scaling.	E	Yes	A	
1012.7	The Web Server will support **vertical** scaling.	E	Yes	A	
1012.8	The application tier will be certified for use with the VMWare x86 based virtualization platform.	E	Yes	A	
1012.9	The application will support clustering and/or load balancing across several servers.	E	Yes	A	
1012.10	The reporting product technology will be compatible with n-Tier architecture (client-server & web).	E	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1012.11	The application will support rendering through the following portal implementations: • IBM Web Content Management 6.x (standard) • IBM WebSphere Portal 6.x (standard)	E	No	E	This is not applicable to the Avatar solution.
1013. Solution Architecture					
1013.1	The application's minimum technology requirements, including Operating System (OS) versions, vendor versions, and release level of each product, will be provided.	E	Yes	A	
1013.2	A detailed network/server diagram must be provided illustrating the relative architecture of the proposed system. It must include: • Network security zones and firewalls • Server types and network components (e.g., switches) • Ports and protocols used to cross security zones • How users will access the system • Clustering of servers	M	Yes	A	
1013.3	The solution/application must utilize the features and capabilities of the SOM enterprise data storage services for the following data storage needs: • Storage Area Network (SAN) • Network Attached Storage (NAS) • Content Addressable Storage (CAS)	M	Yes	A	This is associated with self hosted solutions.

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1013.4	The solution/application must support installation and operation in one or more disparate hosting centers. Fail-over from one hosting center to another must be possible without exceeding parameters specified in the Service Level Agreement (SLA).	M	Yes	A	
1013.5	A Service Level Agreement (SLA) must be in effect for the solution/system specifying, at a minimum, the following: • Criticality Level (Critical, High, Medium) • Recovery Point Objective (time in hours) • Recovery Time Objective (time in hours)	M	Yes	A	
1013.6	The solution/application will support distributed deployment of application components and database tier components (n-Tier architecture).	E	Yes	A	
1013.7	The solution/application shall have an approved Enterprise Architecture (EA) Solution Assessment, prior to production.	O	Yes	A	
1013.8	Provide a technology roadmap for the proposed system showing a five (5) year plan for migrating to new software versions and when to de-implement dated versions as they reach end of life.	E	Yes	B	Current roadmaps are not pre-defined through 5 years and are dynamic; however, Netsmart can provide a 5 year roadmap upon request and execution of a non-disclosure agreement.
1013.9	Provide conceptual and logical application data-flow models.	E	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1013.10	Provide a logical network diagram that describes how the infrastructure components will meet the functional requirements.	M	Yes	A	
1013.11	Provide a technology roadmap for the proposed system showing a five (5) year plan for new software version releases, support window, and sun setting.	E	Yes	B	Current roadmaps are not pre-defined through 5 years and are dynamic; however, Netsmart can provide a 5 year roadmap upon request and execution of a non-disclosure agreement.
1013.12	Provide a high-level architecture diagram, including logical and physical components.	M	Yes	A	
1013.13	Systems operating on an application server must interoperate with CA Unicenter monitoring agents.	M	Yes	A	
1013.14	Systems operating on an application server must interoperate with Veritas Backup and Recovery agents.	M	Yes	A	
1013.15	The reporting product technology will be compatible with n-Tier architecture (client-server & web).	E	Yes	A	
1014. Solution Integration					
1014.1	System integration will support the following method(s): • API • Web Services • SOAP • ODBC • JDBC • Plug-Ins	E	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1014.2	An Application Programming Interface (API) will be supplied and supported for the following technologies: • Java (standard) • COM (standard) • .NET (standard)	E	Yes	A	
1014.3	Provide pre-defined connector(s) to the following industry standard data source(s): • Oracle • Microsoft	E	Yes	A	This is available using directly through ODBC connections or using the optional data extract utility functions.
1014.4	Provide a method to import data from the following proprietary sources: •	E	Yes	C	This is accomplished with a custom HL7 interface.
1014.5	System integration will support integration to DTMB services such as SQL server reporting services (SSRS) and SQL Server Integration Services (SSIS)	M	Yes	A	This is available for external reporting. In application launched reports are SAP Crystal Reports based.
1015. System Administration and Licensing					
1015.1	Software licensing will be inclusive for all packages included in the solution, unless explicitly listed and detailed.	E	Yes	A	If Netsmart hosts the solution, software licensing is inclusive for all packages except for any SOM side networking software and SOM end user hardware or network hardware. If SOM hosts the solution, Netsmart does not provide OS, Networking or deployment management software. Software licensing includes only those modules listed as part of our response.
1015.2	Application/System documentation will provide access to FAQ and/or Support Information for frequent issues administrative staff may encounter.	E	Yes	A	
1015.3	Documentation will indicate recommended staffing requirements to administer and support the system.	E	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1015.4	Documentation will provide backup/recovery information using the SOM Veritas solution, including information on hot/online backups.	E	Yes	A	
1015.5	A system maintenance window will be designed into the application which will allow the system to be taken off-line for updates, upgrades and maintenance.	E	Yes	A	
1015.6	Documentation describing how to take the system off-line for maintenance, updates and upgrades will be provided.	E	Yes	A	
1015.7	Documentation will describe the level of effort and anticipated downtime for product upgrade installation.	E	Yes	A	
1015.8	Documentation will provide the anticipated frequency and requirements of patches (releases, break-fix, 0-day), minor, and major releases.	E	Yes	A	
1015.9	Documentation will provide information on certification/compatibility with OS patches, Service Pack, and upgrade paths.	E	Yes	A	
1015.10	Documentation will address upgrade paths and procedures for each component/tier.	E	Yes	A	
1015.11	Provide a complete configuration and set-up documentation library.	E	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1015.12	System documentation will clearly describe any special requirements (such as middleware, Operating System (OS), hardware, etc.) that could affect the capabilities or performance of the system.	E	Yes	A	
1015.13	System documentation will clearly describe all critical factors in sizing or configuring the application (e.g., number of concurrent users, specific transaction volumes, number of products, number of layers in the product hierarchy, etc.).	E	Yes	A	
16. System Performance					
1016.1	The application will provide performance-optimization capabilities.	E	Yes	A	
1016.2	The application will have the capability to handle large-volume batch processing via multi-threading.	E	Yes	A	
1016.3	The application will maintain optimum performance over both Wide Area Network (WAN) and Local Area Network (LAN).	E	Yes	A	
1016.4	The application will maintain optimum performance over Local Area Network (LAN).	E	Yes	A	
1016.5	System documentation will clearly describe all versions of the package that are deployed for different scaling situations.	E	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1016.6	System documentation will clearly describe any special requirements (such as middleware, Operating System (OS), hardware, etc.) that could affect the capabilities or performance of the system.	E	Yes	A	
1016.7	The application will integrate with the CA Unicenter for capacity and performance monitoring.	E	Yes	A	
1016.8	System documentation will clearly describe what support will be provided to the State for performance optimization activities.	E			
1016.9	System documentation will clearly describe the type of caching, if any, the system employs.	E	Yes	A	
1016.10	System documentation will clearly describe all activities that affect optimum performance such as service recycling, rebooting, or batch jobs and their frequency.	E	Yes	A	
1017. Application Configuration Management – (PCI-DSS)					
1017.1	All known security vulnerabilities must be addressed in accordance with industry-accepted system hardening standards. Industry-accepted standards include: • SysAdmin Audit Network Security (SANS) • National Institute of Standards Technology (NIST) • Center for Internet Security (CIS)	M	Yes	A	
1017.2	Only one primary function can be implemented per server (i.e. web, database, domain, etc.).	M	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1017.3	All unnecessary and unsecure services and protocols (those not directly needed to perform the device's specified function) are disabled.	M	Yes	A	
1017.4	System security parameters must be configured to prevent misuse (see 1017.1for guidance).	M	Yes	A	
1017.5	All unnecessary functionality is removed, such as: • Scripts • Drivers • Features • Subsystems • File Systems • Unnecessary Web Servers	M	Yes	A	
1017.6	System changes are monitored and security impact analyses are performed to determine the effects of the changes.	M	Yes	A	
1018. Application Development Management – (PCI-DSS)					
1018.1	Software applications must be developed in accordance with PCI DSS (for example, secure authentication and logging) and based on industry best practices. Information security must be incorporated throughout the Systems Development Life Cycle (SDLC).	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1018.2	All security patches and system and software configuration changes must be tested before deployment, including but not limited to: •All input must be validated to prevent such things as cross-site scripting, injection flaws and malicious file execution. • Proper error handling must be incorporated into the software. • Data at rest must use secure cryptographic storage. • Data in motion must use secure communications. • Role-based access control (RBAC) must be used to control and audit user actions.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1018.3	There must be separate development, test and production environments.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1018.4	There must be separation of duties between development, test and production environments.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1018.5	Production data (live Primary Account Numbers - PANs) are not used for testing or development purposes.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1018.6	All test data and accounts must be removed before production systems become active.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1018.7	All custom and developer accounts, user IDs, and passwords must be removed before applications become active or are released to agencies.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1018.9	A code review must be performed of custom code prior to release to production or agencies, in order to identify any potential coding vulnerabilities.	M	Yes	A	
1018.10	All web applications (internal, external, and web administrative access to applications) must be developed based on secure coding guidelines such as the *Open Web Application Security Project Guide.* http://www.owasp.org	M	Yes	E	
1018.11	Prevention of common coding vulnerabilities must be covered in software development processes, including: • Cross-side scripting (XSS). • Injection flaws, particularly SQL injection. Also consider LDAP and Xpath injection flaws. • Malicious file execution. • Unsecure direct object references. • Cross-site request forgery (CSRF). • Information leakage and improper error handling. • Broken authentication and session management. • Unsecure cryptographic storage. • Unsecure communications. • Failure to restrict URL access.	M	Yes	A	
1019. Application Password Management - (PCI-DSS)					
1019.1	Only DTMB approved personnel may add, delete, or modify user IDs, credentials, and other identifier objects on systems containing PCI data.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1019.2	A users identity must be verified before performing a password reset.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1019.3	First-time passwords must be set to a unique value for each user and each user change this initial password immediately upon first use.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1019.4	Access rights for any terminated user must be immediately revoked.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1019.5	Inactive user accounts must be removed or disabled at least every 90 days.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1019.6	All accounts used by vendors for remote maintenance must be enabled only during the time period needed and remain disabled otherwise.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1019.7	Password procedures and policies must be communicated to all users who have access to cardholder data.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1019.8	Group, shared, or generic accounts and passwords are prohibited.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1019.9	User passwords must be changed at least every 90 days.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1019.10	All passwords must have a minimum password length of at least eight (8) characters.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1019.11	All passwords must contain a mix of both numeric (0-9) and alphabetic (a-z, A-Z) characters. Optional non-alphanumeric characters (e.g. !$#%) must be allowed.	M	Yes	C	Avatar passwords allow numeric and mixed-case Alpha characters. Development is needed to include non-alphanumeric characters.
1019.12	A new individual password for a specific user account must be different from any of the last four passwords for that user account.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1019.13	Repeated access attempts must be limited by locking out the user after six (6) consecutive unsuccessful attempts.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1019.14	The user lockout duration must be set to a minimum of 30 minutes or until administrator re-enables the user ID.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1019.15	A user must re-enter his or her password to re-activate the session after more than 15 minutes of idle time.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1019.16	All access to any database containing cardholder data must be authenticated (this includes access by applications, administrators, and all other users.).	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1019.17	A password cannot at any time be the same as a user ID.	M	Yes	A	The Netsmart Avatar solution supports this requirement although PCI-DSS is not applicable.
1020. COTS Software					
1020.1	Commercial Off The Shelf (COTS) third-party libraries included within the application must be owned and supportable by the State. Inclusion of any third-party code library or tool must be approved by the SOM Contract Manager or Project Manager.	M	Yes	A	
1020.2	COTS software which handles credit card data or transactions must be certified to be Payment Card Industry - Data Security Standard (PCI-DSS) and PCI Payment Application - Data Security Standard (PA-DSS) compliant. Certification must be provided upon request.	M	Yes	C	Automatic payments require the use of a payment gateway that is PCI compliant that supports credit card transactions. Avatar can interface with the gateway via web services to process these transactions.

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1020.3	COTS software must have maintenance and support available from the developer, vendor or an approved 3rd party.	M	Yes	A	
1020.4	COTS software providers must make available for inspection the End User License Agreement (EULA) prior to purchase or contract signing.	M	Yes	A	
1020.5	End User License Agreements (EULA) must be approved by DMB Purchasing or DTMB Enterprise Project Management Office prior to purchase or contract signing.	M	Yes	A	
1020.6	COTS software not already listed on the Enterprise Architecture Roadmaps must have an approved EA Solution Assessment completed prior to use or implementation.	M	Yes	A	
1021. Information Technology Network and Infrastructure					
1021.1	The information technology network and infrastructure must conform with SOM Policy 1345.00 regarding "Network and Infrastructure": SOM Technical Policies	M	Yes	A	
1021.2	The solution must contain values for projected capacity and special needs requirements covering all aspects of data transport & security across the information technology network and infrastructure.	M	Yes	A	
1021.2	The solution must address projected capacity requirements for all aspects of the information technology network and infrastructure.	M	Yes	A	

Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1021.3	The solution must conform with the SOM "DTMB State-wide Telecommunication Infrastructure Facility Standard": Telecom Infrastructure Facility Standard	M	Yes	A	
1021.4	The solution must conform with the SOM "DTMB State-wide management process for self-installed Managed Local Area Network (LAN) cabling": Managed LAN Cabling Standard	M	Yes	A	

Attachment 8 – RESERVED

Attachment 9 – Cost Table

License Payment Schedule[1]					
Item No.	**Software**	**Description**	**Quantity**	**License Amount**	**Description**
1	Plexus Cloud Integration Toolkit	Plexus Hosting toolkit provides the integration and configuration routines for the automation, patching and governance of the hosted systems in the environment.. Uptime System Monitoring Toolkit - This toolkit provides the configurations, scripts and notifications for managing and monitoring the performance of the hosted solution. Netsmart Cloud Dashboard - This portal tool provides the ability to review information which includes real-time reports on utilization. Note: The Netsmart Hosting Utility Libraries will be hosted by Contractor as part Contract. Upon payment for the Utility Libraries and at the conclusion of the hosting agreement or any defined contract hosting term, SOM will have the right to use the Utility Libraries in their own hosting environment or alternative hosting environment.	1	$284,940.00	The license will be made available upon contract execution and payable net 45 days pursuant to 2.044.c (Invoicing and Payment).
2	Avatar Base System	Required for all Hospitals • Avatar RADplus • Avatar Web Services • Avatar Extract Utility • Avatar Interfaces	1	$1,318,125.00	The license will be made available upon contract execution and payable net 45 days pursuant to 2.044.c (Invoicing and Payment).
3	Avatar PM	• Avatar Admit/Discharge/Transfer • Avatar Scheduling • Avatar Charge Capture	1	$98,800.00	Invoiced date of 9/1/2013 45 days pursuant to 2.044.c (Invoicing and Payment).
			2	$197,600.00	Invoiced date of 12/1/2013 net 45 days pursuant to 2.044.c (Invoicing and Payment).

License Payment Schedule[1]					
Item No.	**Software**	**Description**	**Quantity**	**License Amount**	**Description**
			2	$197,600.00	Invoiced date of 3/30/2014 net 45 days pursuant to 2.044.c (Invoicing and Payment).
4	Avatar CWS	• Avatar Treatment Planning & Notes • Avatar Document Management • Avatar Incident Tracking • Avatar e-Signature	1	$173,800.00	Invoiced date of 9/1/2013 net 45 days pursuant to 2.044.c (Invoicing and Payment).
			2	$347,600.00	Invoiced date of 6/30/2014 net 45 days pursuant to 2.044.c (Invoicing and Payment).
			2	$347,600.00	Invoiced date of 6/30/2014 net 45 days pursuant to 2.044.c (Invoicing and Payment).
5	Avatar OE/eMAR	• Avatar Order Entry for Non-Medication Orders • Avatar eMAR	1	$86,400.00	Invoiced date of 9/1/2013 net 45 days pursuant to 2.044.c (Invoicing and Payment).
			2	$172,800.00	Invoiced date of 6/30/2014 net 45 days pursuant to 2.044.c (Invoicing and Payment).
			2	$172,800.00	Invoiced date of 6/30/2014 net 45 days pursuant to 2.044.c (Invoicing and Payment).

License Payment Schedule[1]

Item No.	Software	Description	Quantity	License Amount	Description
6	CareConnect	Allows the clinical data sharing among consumers, providers and other entities such as Health Information Exchanges (HIEs) and Regional Health Information Organizations (RHIOs). Providers for the creation/transfer of the Continuity of Care Document (CCD) and interfacing with external lab providers.	1	$254,560.00	Invoiced date of 12/1/2013 net 45 days pursuant to 2.044.c (Invoicing and Payment).
Total				**$3,652,625.00**	

Notes:

[1] – The license payment schedule is based on a 20 month project schedule beginning in 1/1/2013 with all user acceptance testing completed by 7/1/2014 (18 months) and all hospitals in production by 9/1/2014 to meet the 10/1/2014 required completion date.

Optional Items. Contractor will provide optional modules to the SOM at the prices shown the Licensed Products attachment. These modules were not required by the RFP. If the State chooses this option, license, services, maintenance and hosting costs will be added to the contract pursuant to the terms of the Agreement.

Third Party Licenses. Third party licensing cannot be done as a site or facility license (see below). Third party licensing fees are provided on a concurrent user model. Additional third party license fees would be required based on an increase in the number of users.

Facility Licenses. The licensing model proposed is a facility license rather than a site license. The license cost assumes the sites included are 5 hospitals. If SOM adds additional users to a facility described in this RFP, there is no additional Netsmart license fee (except for third party licenses as described above). Additional license fees are incurred when adding facilities.

Use of COTS. Netsmart's COTS products should be utilized as much as possible. Netsmart assumes that, to the extent possible, existing COTS functionality shall be fully leveraged, rather than configured or customized to meet requirements of the RFP or State business processes.

Common Hospital Configuration. Netsmart assumes the State will deploy the Netsmart software across all 5 State hospitals using substantially the same configuration and workflows. This assumes the State will use common clinical and billing practices including assessments, intake data, progress notes, treatment plans, Netsmart Views/Widgets, reports and data. We understand that the State manages different populations of clients and therefore have included the following in our pricing (below). Divergence from the standards would be subject to change control.

- 3 additional 5 page assessments per program
- 3 additional note types per program
- 5 additional reports per program

Note that the State has the ability to add/enhance the common configuration without Netsmart's assistance. This is a feature of the solution.

Vendor Staff Work Location. Netsmart assumes the State will provide space for up to three vendor staff at the State location during pre-scheduled onsite meetings. Netsmart also assumes that conference room space for staff collaboration will be provided by the State.

Vendor Staff Availability. Netsmart has provided a skilled and experienced slate of staff in its proposed project team organization. This slate of staff is presently identified for participation in the project; but some substitutions may be required between now and project start. Netsmart assumes the State will permit the substitution of equivalently trained and capable staff in the event one or more proposed staff are no longer available for the anticipated project role after contract award.

Staff Availability and Accessibility. Netsmart assumes the State will provide a project manager (PM), and appropriate staff representing both business and IT functions.

State Single Point of Contact. Netsmart assumes the State will provide a single point of contact for sign off on deliverables and this sign-off / approval will apply to all the State stakeholders. This will help to streamline the sign-off process.

State Contract Administrator. Netsmart assumes the State will appoint a Contract Administrator who will review and approve invoices, payments, and adjustments to invoices and payments within agreed timeframes.

Timely Review & Approval. Netsmart assumes the State Project Manager and other State personnel will review and approve deliverables in a timely manner as agreed to in the project schedule.

State Timely Completion of Tasks. Netsmart assumes the State staff will complete their project tasks in a timely manner to keep the project on schedule.

Project Communications with External Agencies. Netsmart assumes the State will coordinate and provide necessary communications with internal and external agencies on behalf of the project team.

Hardware, LAN/WAN/ Networking. Netsmart assumes State IT and/or the State will provide, exclusive of the core environments Netsmart provided for in our Price Proposal, the necessary hardware, operating systems, database software, security/malware software, network infrastructure and bandwidth to support the application. For a State-hosted implementation, Netsmart assumes the State will provide a storage system (SAN) to which the Netsmart proposed environments will attach. If this is not the case, Netsmart's hardware will need to be updated to include SAN storage.

Performance Latency. Netsmart assumes our application's performance requirements exclude time delays attributable to network latency, beyond the vendor's control.

Capacity Planning Exercise. Netsmart has recommended a hardware configuration based on its understanding of the RFP requirements, using past experience enterprise systems implementations. However, a capacity planning exercise will be conducted at an appropriate time, early in the project life cycle, involving Netsmart, State IT and other required State representatives to determine final infrastructure requirements and configurations to effectively create the host environment needed for the system at State facilities or at Netsmart facilities as appropriate.

Training Materials. Netsmart assumes that training materials will be printed by the State. No additional costs have been incorporated for providing paper copies of training materials. Netsmart is open to providing paper copies of training materials and can further discuss during post-RFP review discussions.

Professional Services Payment Schedule[1]

Item No.	SOW Ref.	Deliverable	Deliverable Description	Deliverable Amount
1		**Project Planning and Management**		
2		Project Plan	Contractor will provide the following Project Plan reports.	
3		Communication Plan		$33,532
4		Risk Plan		$30,738
5		Staffing Plan		$13,972
6		Test Plan (Draft)		$34,464
7		Training Plan (Draft)		$102,452
8		Conversion Plan (Draft)		$27,943
9		Project Schedule	Contractor will provide a project schedule in Microsoft Project.	$69,858
10		Project Team Training	Contractor will provide training for the SOM project team.	$14,745
11		Project Kickoff Assessment Report	Contractor will provide an assessment report following the project kickoff.	$5,589
12		Project Status Reporting	Status reports will be provided as described in the Statement of work.	
13		Report 1		$14,156
14		Report 2		$14,156
15		Report 3		$14,156
16		Report 4		$14,156
17		Report 5		$14,156
18		Report 6		$14,156
19		Report 7		$14,156
20		Report 8		$14,156
21		Report 9		$14,156
22		Report 10		$14,156
23		Report 11		$14,156
24		Report 12		$14,156
25		Report 13		$14,156
26		Report 14		$14,156
27		Report 15		$14,156

Professional Services Payment Schedule[1]

Item No.	SOW Ref.	Deliverable	Deliverable Description	Deliverable Amount
28		Report 16		$14,156
29		Report 17		$14,156
30		Report 18		$14,156
31		Report 19		$14,156
32		Report 20		$14,158
37		**Project Design**		
38		Requirements Review Report	Contractor will provide a report describing the outcome of the requirements review conducted with the SOM.	$56,806
39		Requirements Traceability Matrix	Contractor will provide a requirements traceability matrix linking state requirements to Contractors software functional areas.	$142,016
40		Business Workflow Document	Contractor will provide basic workflow graphics depicting the workflows for the security roles that will be setup in the system.	$56,806
41		Use Case Updates	Contractor will update existing state use cases.	$37,871
42		Configuration Specifications	Contractor will provide configuration specifications for forms, widgets and reports that will be required as an outcome of the requirements review/gap process	$94,677
43		Development Specifications	Contractor will provide development specifications for forms, widgets and reports that will be required as an outcome of the requirements review/gap process	$110,699
44		Interface Specifications	Contractor will provide interface specifications for the Pharmacy, Itemized Billing and State Billing Interfaces.	$16,155
45		**Project Construction**		
46		**Phase I**		
47		Configured Forms	Contractor will deliver configured forms & widgets.	$184,087
48		Configured Reports	Contractor will deliver configured reports.	$70,475
49		System Build	Contractor will deliver a system build (all validation, translation, setup tables completed)	$37,871
50		Pharmacy Interface	Contractor will deliver Pharmacy Interface.	$16,155
51		Itemized Billing Interface	Contractor will deliver Itemized Billing Interface	$16,155
52		State Billing Interface	Contractor will deliver State Billing Interface	$16,155
53		**Phase II**		
54		Configured Forms	Contractor will deliver configured forms & widgets.	$97,812

Professional Services Payment Schedule[1]

Item No.	SOW Ref.	Deliverable	Deliverable Description	Deliverable Amount
55		Configured Reports	Contractor will deliver configured reports.	$48,906
56		**Project Testing**		
57		Test Plan (Final)		$68,301
58		**Phase I**		
59		Unit Test Report	Contractor will deliver a Unit Test Report describing the Unit test results performed on the configuration and development items.	$132,726
60		Performance Test Report	Contractor will deliver a Performance Test Report.	$66,755
61		User Acceptance Test Report	Contractor will deliver User Acceptance Test Report	$177,693
62		Pharmacy Interface Test Report	Contractor will deliver Pharmacy Interface Test Report	$21,540
63		Itemized Billing Interface Test Report	Contractor will deliver Itemized Billing Interface Test Report	$10,770
64		State Billing Interface Test Report	Contractor will deliver State Billing Interface Test Report	$10,770
65		**Phase II**		
66		User Acceptance Test Report	Contractor will deliver a Unit Test Report describing the Unit test results performed on any Phase II configuration items.	$53,556
67		**Project Data Conversion**		
68		**Phase I**		
69		Conversion Plan (Final)	Contractor will deliver a final data Conversion Plan	$81,490
70		DCH Court Tracking Conversion Test Report	Contractor will deliver a report describing the test data conversion for the DCH Court Tracking Data.	$54,340
71		DCH Open Cases Conversion Test Report	Contractor will deliver a report describing the test data conversion for the DCH Open Cases Conversion.	$38,404
72		DCH Court Tracking Conversion Report	Contractor will deliver a report describing the final data conversion for the DCH Court Tracking Data.	$86,944
73		DCH Open Cases Conversion Report	Contractor will deliver a report describing the final data conversion for the DCH Open Cases Conversion.	$51,205
74		**Phase II**		
75		DCH Open Cases Conversion Test Report	Contractor will deliver a report describing the test data conversion for the DCH Open Cases Conversion.	$25,603
76		DCH Open Cases	Contractor will deliver a report describing the final data conversion for the	$38,404

Professional Services Payment Schedule[1]

Item No.	SOW Ref.	Deliverable	Deliverable Description	Deliverable Amount
		Conversion Report	DCH Open Cases Conversion.	
77		**Project Implementation**		
78		**Phase I**		
79		Training Plan (Final)	Contractor will provide final training plan.	$13,972
80		Training Trainers Report	Contractor will provide a report describing the results of the trainer training.	$120,280
81		Post Go-Live Support	Contractor will provide 5 days post go-live support.	$22,833
82		**Phase II**		
83		Training Trainers Report	Contractor will provide a report describing the results of the trainer training.	$60,140
84		Post Go-Live Support	Contractor will provide 5 days post go-live support.	$10,032
85		**Final Acceptance**		
86		Final Acceptance	The total line item amount will be payable upon Final Acceptance as stated in Article 2.	$718,033
87		**Reserve Bank of Hours**		
88		Reserve Bank[2]		$2,137,500
Total				**$5,620,352**

Notes:

[1] – The services payment schedule is based on an 20 month project schedule beginning in 1/1/2013 with all user acceptance testing completed by 7/1/2014 (18 months) and all hospitals in production by 9/1/2014 to meet the 10/1/2014 required completion date.

[2] – SOM will issue separate Statements of Work to the Contractor for any work requested that use the reserve bank of hours and the Contractor will provide a written price proposal to SOM for approval prior to any work commencement. Actual funding for reserve bank of hours may occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project. Reserve Bank of Hours is non-binding and will be used at the State's discretion to determine best value to the State.

Maintenance and Support Payment Schedule

Monthly Maintenance and Support Fees By Module[1]						
Item No.	**Software**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
1	Plexus Cloud Integration Toolkit	Included with Hosting	Included with Hosting	Included with Hosting	Included with Hosting	Included with Hosting
2	Avatar Base System	$20,608.00	$21,202.00	$21,948.00	$22,720.00	$23,520.00
3	Avatar PM	$7,707.00	$7,929.00	$8,208.00	$8,497.00	$8,796.00
4	Avatar CWS	$13,554.00	$13,944.00	$14,435.00	$14,943.00	$15,469.00
5	Avatar OE/eMAR	$6,736.00	$6,930.00	$7,174.00	$7,426.00	$7,687.00
6	CareConnect	$3,948.00	$4,062.00	$4,205.00	$4,353.00	$4,506.00
Average Monthly Total[2]		**$52,553.00**	**$54,067.00**	**$55,970.00**	**$57,939.00**	**$59,978.00**

Monthly Maintenance and Support Fees						
Item No.	**Month**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
1	Month 1	$52,553.00	$54,067.00	$55,970.00	$57,939.00	$59,978.00
2	Month 2	$52,553.00	$54,067.00	$55,970.00	$57,939.00	$59,978.00
3	Month 3	$52,553.00	$54,067.00	$55,970.00	$57,939.00	$59,978.00
4	Month 4	$52,553.00	$54,067.00	$55,970.00	$57,939.00	$59,978.00
5	Month 5	$52,553.00	$54,067.00	$55,970.00	$57,939.00	$59,978.00
6	Month 6	$52,553.00	$54,067.00	$55,970.00	$57,939.00	$59,978.00
7	Month 7	$52,553.00	$54,067.00	$55,970.00	$57,939.00	$59,978.00
8	Month 8	$52,553.00	$54,067.00	$55,970.00	$57,939.00	$59,978.00
9	Month 9	$52,553.00	$54,067.00	$55,970.00	$57,939.00	$59,978.00
10	Month 10	$52,553.00	$54,067.00	$55,970.00	$57,939.00	$59,978.00
11	Month 11	$52,553.00	$54,067.00	$55,970.00	$57,939.00	$59,978.00
12	Month 12[3]	$55,222.00	$56,301.00	$57,503.00	$58,732.00	$59,969.00
Total		**$633,305.00**	**$651,038.00**	**$673,173.00**	**$696,061.00**	**$719,727.00**
Grand Total		**$3,373,304.00**				

Monthly Maintenance and Support Fees						
Item No.	**Month**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**

Notes:

[1] – Maintenance years are each one year terms that begin on the Effective Date and after 12 months. Maintenance & Support Services are automatically renewed on an annual basis at the costs shown in the table above unless SOM gives Contractor written notice of termination not less than thirty (30) days prior to the next renewal data, or in accordance with other provisions of this Agreement. Maintenance may be renewed yearly for allowed option years (beyond the five shown in the table) in accordance with other provisions of this Agreement.

[2] – The monthly amount has been rounded to remove cents. The 12th month amount will be adjusted to balance the annual total.

[3] – The 12th month amount has been adjusted to align the annual amount with the annual RFP amount.

[4] – For option years, the annual cost will be determined by the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care or 4%, whichever is higher and in accordance with other provisions of this Agreement.

Hosting Payment Schedule						
Monthly Hosting Service Fees						
Item No.	**Month**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
1	Month 1[1]	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
2	Month 2	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
3	Month 3	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
4	Month 4	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
5	Month 5	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
6	Month 6	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
7	Month 7	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
8	Month 8	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
9	Month 9	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
10	Month 10	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
11	Month 11	$23,678.00	$59,918.00	$72,008.00	$127,562.00	$130,171.00
12	Month 12[2]	$23,680.00	$59,912.00	$72,006.00	$127,557.00	$130,170.00
Hosting Total		**$284,138.00**	**$719,010.00**	**$864,094.00**	**$1,530,739.00**	**$1,562,051.00**
Grand Total		**$4,960,032.00**				

Notes:
1 – Hosting is a five year term at the costs shown above that begins on the Effective Date and ends after 60 months in accordance with other provisions of this Agreement. Hosting may be renewed for allowed option years in accordance with other provisions of this Agreement.
2 – The monthly amount has been rounded to remove cents. The 12th month amount will be adjusted to balance the annual total.
3 – The 12th month amount has been adjusted to align the annual amount with the annual RFP amount

Attachment 10 - Price Proposal Labor Rate Table

Labor Rates

ID	Rated Structure	Hourly Rate
H.1.1	Project Manager	$290.00
H.2.1	Technical Lead	$280.00
H.3.1	Training Lead	$250.00
H.4.1	Data Migration Specialist	$250.00
H.5.1	Custom Programmer	$200.00
H.6.1	Administrator/End User Trainer	$240.00
H.7.1	Technical Trainer	$240.00
H.8.1	Marketing Specialist	$220.00
H.9.1	…List Any Other(s)	

Note:

Contractor will work with State to use more favorable rates based on the scope of work and estimated onsite work. The above rates are not to exceed rate.

Attachment 11 - RESERVED

Licensed Products

Item No.	Software	Description	License Type	License Quantity
1	Plexus Cloud Integration Toolkit	Plexus Hosting toolkit provides the integration and configuration routines for the automation, patching and governance of the hosted systems in the environment. Uptime System Monitoring Toolkit - This toolkit provides the configurations, scripts and notifications for managing and monitoring the performance of the hosted solution. Netsmart Cloud Dashboard - This portal tool provides the ability to review information which includes real-time reports on utilization. Note: The Netsmart Hosting Utility Libraries will be hosted by Contractor as part Contract. Upon payment for the Utility Libraries and at the conclusion of the hosting agreement or any defined contract hosting term, SOM will have the right to use the Utility Libraries in their own hosting environment or alternative hosting environment.	Data Center	1
2	Avatar Base System	• Avatar RADplus • Avatar Web Services • Avatar Extract Utility • Avatar Interfaces	Organization (Contract)	1
3	Avatar PM	• Avatar Admit/Discharge/Transfer • Avatar Scheduling • Avatar Charge Capture	Facility	5
4	Avatar CWS	• Avatar Treatment Planning & Notes • Avatar Document Management • Avatar Incident Tracking • Avatar e-Signature	Facility	5
5	Avatar OE/eMAR	• Avatar Order Entry for Non-Medication Orders • Avatar eMAR	Facility	5
6	CareConnect	Allows the clinical data sharing among consumers, providers and other entities such as Health Information Exchanges (HIEs) or Regional Health Information Organizations (RHIOs). Providers for the creation/transfer of the Continuity of Care Document (CCD) and interfacing with external lab providers. Note – there is also a annual usage license fee for CareConnect that is included in the annual support and maintenance fees for CareConnect.	Organization (Contract) For 1 HIE Connection	1

Optional Products

Contractor will provide the following optional modules to the SOM at the license prices shown the Licensed Products attachment. These modules were not required by the RFP. If the State chooses to license these products, the services, maintenance and support, usage license and required additional hosting costs will be added to the contract pursuant to the terms of the Agreement.

Item No.	Software	Description	License Type	License Cost
1	RxConnect	Inpatient Pharmacy Management System The RxConnect Pharmacy System is offered at a cost of $546,000.00 (license and implementation services) for use by the 5 hospitals. Year 1 maintenance is $90,000 per year and subject to annual increases.	Facility	$85,000
2	Avatar PM	Avatar Billing	Facility	$165,000
3	Avatar PM	Avatar CFMS (Client Funds Management System)	Facility	$50,000
4	ConsumerConnect	Consumer Portal for communicating clinical information with the consumer over the internet. Note – there is also a annual usage license fee for ConsumerConnect that is included in the annual support and maintenance fees for CareConnect ($25,000 - $50,000 per year)	Organization (Contract)	$20,000
5	OrderConnect	Outpatient e-prescribing and lab order system.	User	Prescriber – $120 per user per month Non-Prescriber – $20 per user per month

Attachment 12 – RESERVED

Glossary and Acronym List

Term	Definition
Days	Denotes calendar days unless otherwise specified.
24x7x365	Denotes 24 hours a day, 7 days a week, and 365 days a year (including the 366th day in a leap year).
API	Application Programming Interface.
Additional Service	Denotes any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00 a.m. EST through 5:00 p.m. EST, unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the SOM's computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
CARF	Commission on Accreditation of Rehabilitation Facilities
CBT	Computer Based Training.
CD	Compact Disc.
Chronic Failure	Is defined in any applicable Service Level Agreements.
Defect Levels	Level 1 – Causes a system outage. Level 2 – Major defect with no work around. Level 3 – Major defect with agreed upon work around. Level 4 – Minor or cosmetic defect; no impact of ability to complete work.
Deliverable	Licenses, documentation, specifications or reports as required or identified by a Statement of Work.
EMBRS	Electronic Medical Business Records System: This is an electronic health records system along with the functionality to support the business workflow. Any reference to EMBRS encompasses Electronic Medical Record system
Electronic	Essentially created, saved or transmitted through the information system; Non-paper
Encounter	This is a consumer visit for medical services.
Environmentally Preferable Products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
ETC	Estimate to Complete.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
HTTP	Hypertext Transfer Protocol.
ICHAT	Internet Criminal History Access Tool.
Incident	Any interruption in Services.
IT	Information Technology.
ITB	Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential contractors.
Intake Screening	All Offenders received through intake are to have an Intake Assessment Completed by the RN within 8 hours of arrival
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
MAIN	Michigan Administrative Information Network. The State's automated administrative management system that supports accounting, payroll, purchasing, and other activities.
NCIC	National Crime Information Center.

Term	Definition
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Non-Formulary Formulary	These are medications which are not on the approved formulary list but are available for use. Prior to using these medications, an approval process is required by a formulary gatekeeper.
Nursing Protocols	Predetermined medical pathway of treatment used nurses conducting encounters.
OES	Office of Enterprise Security. Defines and audits security for SOM systems.
PMM	Project Management Methodology.
PO	Purchase Order.
RFP	Request for Proposal; designed to solicit proposals for services.
SDK	Software Development Kit.
SEM	Systems Engineering Methodology.
Services	Any function performed for the benefit of the State.
SLA	Service Level Agreement.
SOAP	SOAP note (an acronym for subjective, objective, assessment, and plan is a method of documentation used by health care providers and staff to write notes in a consumer medical record.
SOM	State of Michigan.
Source Reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
SOW	Statement of Work.
SPOC	Single Point of Contact.
Special Accommodation	Whenever a prisoner is identified as having a medical condition which restricts his/her ability to function adequately in the institutional environment, a qualified health professional shall identify reasonable options available in a corrections setting which will meet the prisoner's special medical need. Options may include prosthetics, medical supplies, assistive devices (e.g., wheelchairs, canes), medical treatment, or restrictions on activities, placement, or housing. A special accommodation is issued if the option is expected to be long-term more than six months.
SQL	Structured Query Language.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Sub-Contractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent Contractors engaged by Contractor solely in a staff augmentation role.
SUITE	State Unified Information Technology Environment. The overall purpose of SUITE is to bring the Michigan Department of Information Technology (DTMB) systems development areas up to CMMI Level 3, which ensures consistent process usage throughout the organization. This includes using the same Project Management Methodology (PMM), Systems Engineering Methodology (SEM), Process Management, and Supporting Processes across all systems development areas within DTMB.
Sufficient Space	At least 1000 characters.
TCO	Total Cost of Ownership.
UAT	User Acceptance Testing.
UDDI	Universal Description, Discovery, and Integration.
Unauthorized Removal	Contractor’s removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

Term	Definition
WSDL	Web Services Description Language.
XML	Extensible Markup Language.
CMH	Community Mental Health.
CMHSP	Community Mental Health Services Program.
Consumer	Person receiving services from Michigan's mental health facilities. Analogous to patient.
COTS	Commercial Off-The-Shelf.
FOIA	Freedom of Information Act.
(M)DCH	Michigan Department of Community Health.
(M)DMVA	Michigan Department of Military Veterans Affair
(M)DTMB	Michigan Department of Technology, Management and Budget
PIHP	Prepaid Inpatient Health Plan.