

Form No. DTMB-3522 (Rev. 2/2015)
 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

NOTICE OF CONTRACT NO. 071B5500090

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
NTT DATA Long Term Care Solutions, Inc. 8383- 158th Ave NE Redmond, WA 98052-3846	Bob Skinner	Robert.Skinner@nttdata.com
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CONTRACT SUMMARY

DESCRIPTION:

DMVA Electronic Medical Record (EMR) SaaS System

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	4/13/2015	4/12/2020	Five (5), one-year
PAYMENT TERMS	F.O.B.	SHIPPED TO	
45 days	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$1,450,000.00	

THIS IS NOT AN ORDER: This Contract is awarded on the basis of our inquiry bearing the solicitation # 007114B0003012. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

Notice of Contract #: **071B5500090**

For the Contractor:

Mike Jones,
Sr. Vice President
NTT DATA Long Term Care Solutions, Inc.

Date

For the State:

Bill Pemble,
IT Division Director
State of Michigan

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 Department of Military and Veterans Affairs (DMVA), and with the assistance of the Michigan Department of Technology, Management, and Budget (DTMB), has issued this Contract to procure a vendor-hosted web-based Electronic Medical Record (EMR) Software as a Service (SaaS) solution accessed via a web browser referred to as “NetSolutions™” with NTT DATA (“Contractor”) that will serve the SOM’s two (2) veteran’s homes.

The solution must provide a common way for the veteran’s homes to maintain and appropriately communicate patient information, for all of its various programs and services. The implementation is to deploy an EMR solution developed specifically for long-term care facilities and associated services such as billing as well as all medical, dental, and inpatient services. The solution must utilize web services to ensure interoperability with future components, reliability, security, and performance.

1.002 BACKGROUND

The DMVA is responsible for health policy and management of the SOM’s two Veteran’s Homes. The Homes strive to provide compassionate quality interdisciplinary care for the members to achieve their highest potential of independence, self-worth, wellness and dignity.

The Grand Rapids Home for Veterans and the D.J. Jacobetti Home for Veterans provide long-term nursing care and domiciliary living for qualified veterans. The homes offer a multi-disciplinary approach to their care including physician services, nursing, dietary, social services, and recreational therapy. In addition, other services, such as spiritual, social, and educational are provided. All services are supported from individual member income, federal revenue and general fund appropriations by the SOM. Their mission is to maintain, restore and enhance the quality of life, dignity and health for those who have served in the military. The homes provide care to veterans who need assistance with daily living activities as well as therapeutic services.

The new EMR solution is expected to simplify, streamline and improve the overall efficiency and effectiveness of the DMVA’s functions and mission. It is expected that this will reduce staff overhead required to support the system, reduce operating costs, increase overall functionality and safety, as well as provide for better care and access to information for the members served by DMVA.

The new EMR solution must follow certain Federal regulations and standards, including but not limited to: HIPAA, HITECH, Patriot Act I and II and PCI.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

This Contract consists of the following scope:

- A. Provision of Software
- B. Project Planning/Monitoring
- C. Requirements Validation
- D. Implementation
- E. Support Services
 - Maintenance and Support

- Hosting Services
- F. Additional Documentation
- G. Supplemental Services

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Article 1, Section 1.104, Work and Deliverables.

1.102 OUT OF SCOPE

The following are out of the scope:

- None

1.103 Environment

The solution must be a dedicated system that can be used by a minimum of 470 SOM staff. (Some trusted 3rd. parties such as external clinics and banking institutions will interface for the restricted sharing of appointment and financial data.) The solution must also be capable to increase in use should DMVA move forward with adding additional Veterans Homes at additional cost.

The preliminary SOM Enterprise Architecture Assessment Worksheet (EASA) is Attachment 4. This EASA will allow the DTMB Office of Enterprise Architecture to evaluate the proposed solution for standards compliance. The Contractor must work with the SOM to complete the finalized EASA by a date agreed upon by the SOM and the Contractor.

The Contractor will provide the minimum following work environments:

- Development
This environment is used by the Contractor to implement and customize the solution. This environment is hosted and managed by the Contractor and used for unit testing, software upgrades testing, and any other purposes deemed necessary by the Contractor or SOM
- Testing
This environment is hosted and managed by the Contractor and where the Contractor will pilot and validate installation procedures, validate data migration procedures as well as conduct all System Testing, Training, and User Acceptance Testing for the integrated solution.
- Go-Live
This environment is hosted and managed by the Contractor and where the final integrated solution is deployed.

The Contractor must remain in aligned with the State's technical environment throughout the term of the contract.

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).

The Contractor has been advised that the SOM has methods, policies, standards and guidelines that have been developed over the years. All services and products provided as a result of this Contract must comply with all applicable SOM IT policies and standards in effect at the time the services are provided. The Contractor 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.

To the extent of the interfaces as outlined in Section 1.104, 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.

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. (Data encrypted in transit and at rest)
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems).

IT Strategic Plan:

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

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>

Current Agency Environment

The current computing technical environment is:

- Desktop Computer – Windows 7 64 bit, Office 2010
- Laptops – Windows 7 64 bit, Office 2010
- Tablets – Windows 8.1, Office 2010

Current software related to patient care being used at the two locations includes:

GRHV

Accu-Care (main EMR package)

Add-On (finance)

Quickbooks

Primecare

Pyxis Medstation

Geri-menu

ProTracking

Rehab Optimum

MS VB program for Outside Appointment Scheduling

MS Access—

Waiting List

Member Information Database

Doctor Reviews

Diagnosis/Allergy

Infection Control

Caregiver Flow Sheet

Care Conference

Mortality Records
Doctor Assignment to Members
Daily Census
State Home Review and Report
Staff Infection Control Database
Safety Office Database

DJJHV

MDI-Achieve
Geri-Card
PrimeCare
Written in MS Access or SQL--

Appointments
Care Conferences
Census
Finance
Infection Control
Kitchen
Labels
Labs
Member Incident
Pharmacy
Progress Notes

The current network environment is standard State of Michigan infrastructure which is a network based upon Microsoft Windows Server and Active Directory using TCP/IP v.4 as the network transmission protocol. The facilities are secured with standard SOM firewalls. The desktop operating system, unless otherwise noted on an individual basis, is Windows 7 Pro. The network offers standard file and print services as well as supporting an application server. The existing connection to the outside is 10 MB.

1.104 WORK AND DELIVERABLES

I. Services (Work) To Be Provided and Deliverables

The Contractor shall provide deliverables, services and staff, and otherwise do all things necessary or incidental to provide the functionality required for the business functions, in accordance with the requirements as set forth in this Contract.

The EMR solution (excluding the resource scheduling module deliverable) must be in production and available for DMVA use no later than August 1, 2015. The resource scheduling module deliverable will be available and will be delivered by the Contractor no later than January 31, 2016. The phased implementation approach agreed upon can be referenced in Section 1.104 D. Implementation.

A. Provision of Software

The Contractor will provide NetSolutions™ which offers the State a complete system, including an EMR, applications for Revenue Cycle Management, Electronic Medication Management, Documentation Management, and Communications. See Exhibit 2 for current NetSolutions™ Modules available to the State. The Contractor must provide the EMR solution software licenses in sufficient quantities to meet DMVA system functional requirements as specified in detail within Attachment 6 Business Requirements. The licenses provided by the contractor must be sufficient for the State's two (2) veteran's homes and the solution must have the capability to expand if necessary.

The Contractor has provided a detailed description of any infrastructure requirements for hardware and any 3rd party software required by the SOM to implement the EMR solution, see (Attachment 5 Preliminary EASA). Software 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.

Contractor must provide detailed installation manuals / instructions in support of the EMR Solution software in electronic PDF format by a date agreed upon by the Contractor and State, but no later than at least two weeks before production..

The Contractor must make available to the State the computer software, services and/or other items, hereinafter called the "Subscription Items," described on the Subscription Schedule as Exhibit 1 .

The State hereby subscribes to the software listed on the Subscription Schedule (the "Software"), which the Contractor will make available to the Customer under a "Software as a Service" or "SaaS" model. The State's purchase of the subscription set forth herein authorizes use of the Software at the State's two (2) veteran's homes. No other use or access of the Software is authorized without the express prior written consent of the Contractor.

State's Responsibilities

- Agree upon EMR solution software delivery format
- DTMB will review software license agreements within a mutually agreed upon timeframe.

Contractor's Responsibilities

- The contractor will provide the necessary licenses and agreements for their system.

Deliverables

- EMR solution software

Acceptance Criteria

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

B. Project Planning/Monitoring

The Contractor's Project Manager must work directly with the State's Project Manager to insure the proper management review of this critical project. The Project Managers must communicate and support the overall strategic objectives, directions, and decisions of the project. They will coordinate the project milestones, teams and resources. They will, but not limited to, work together to define the project scope, get the right people involved, estimate the resources needed, monitor the project budget, direct the project schedule, establish the change procedures, and agree upon acceptance criteria.

The tasks/objectives for Project Planning/Monitoring include the following:

- Contract review and compliance
- Coordination of kick-off meeting
- Establishing communication policies
- Attend regularly scheduled meetings
- Maintain the open issues/action items log
- Manage contract deliverables
- Obtain client sign off approval

- Review project management principles
- Review project methodology
- Develop finalized project plan and project schedule
- Develop project team
- Introduction to tools to be used during the project

Project Planning

Project Planning covers those activities that require ongoing administrative oversight throughout all the EMR 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 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 project's methodology is introduced and the different project tasks, deliverables and anticipated phases are reviewed.

Project Plan/Schedule

A Preliminary Project Plan is attached as Attachment 5, including necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the State.

1. In particular, the Preliminary Project Plan will include a MS Project plan or equivalent:
 - a. A description of the deliverables to be provided under this contract.
 - b. Target dates and critical paths for the deliverables.
 - c. Identification of roles and responsibilities matrix, including both the State and the Contractor's.
 - d. The labor, hardware, materials and supplies required to be provided by the State in meeting the target dates established in the Preliminary Project Plan.
 - e. Milestones
 - f. Task durations

After Contract execution, the Contractor is then required to provide a finalized project plan that details the tasks and resources (including State and Contractor staff) loads. The Contractor must work with the State to update the Project Plan.

Within 30 business days of the execution of the Contract, the Contractor will submit to the State project manager(s) for final approval of the project plan. This finalized project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include at minimum the following:

- a. The Contractor's project organizational structure.
- b. 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 State.
- c. The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
- d. The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
- e. Be provided in Microsoft Project, or equivalent project management tool, where milestones and tasking can be uploaded and annotated in Microsoft Project.
- f. Include a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and deliverables.

- g. 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 EMR Implementation.
- h. Include the following date-related information:
 - Originally scheduled start and end dates for all tasks, subtasks, and activities (including milestones and deliverables)
 - Anticipated start dates for future tasks, subtasks, and activities
 - Anticipated end dates for all current and future tasks, subtasks, and activities
- i. Identify percent of work to be performed on-site and the percent of work to be performed off-site.
- j. Identify type of work to be performed on-site and the type of work to be performed off-site. (NOTE: Under no circumstances, unless specifically approved in a current SOW, shall any records or information, including coding, customizing or API/SDK language, regardless of format, content or structure, be transferred outside the State of Michigan or the location of the contractor's facility. Furthermore, the Contractor shall not allow any external sources, including off-shore or out of state staff, subcontractors, or consultants regardless of physical location or employment status, to gain access to state records or information, including coding, customizing or API/SDK language, or other information generated as a result of this Contract without the specific written consent of both the agency for which the work is being performed and the Project Manager. The location of all storage (physical and digital), processing, production, server room, backup facilities etc., used to fulfill this Contract, shall be provided to the state.
- k. Include communication protocols for Contractor's interaction with the State project management team.

Failure to provide deliverable/milestone by the identified date in the final project plan may be subject to liquidated damages as identified in Article 2.

Project Kick-off Meeting

The Contractor will work with the State's Project Manager to arrange an official project kick-off meeting within 10 business days from execution of the Contract, as follows:

- a. The Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor.
- b. A joint presentation by the Contractor to the project team and including sponsors as needed, outlining the proposed approach to the EMR solution implementation, including but not limited to the following: an overview of the proposed software, project plan, and Contractor and State resources and responsibilities.

The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Performance Review Meetings

The State will require the Contractor to attend weekly meetings (either in person or via electronic means), to review the Contractor's performance under the Contract. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The Contractor should anticipate at least one (1) onsite meeting in any three month period. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

The Contractor will work jointly with the State to manage the project in accordance with SUITE or Contractor's comparable forms and templates:

- 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. Any tool(s) 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 State standards. The tool shall have the capability to produce:
- Staffing tables with names of personnel assigned to Contract tasks.
 - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each including proposed Services to be performed within the next two (2) weeks updated bi-weekly.
 - Graphs showing critical events, dependencies and decision points during the course of the Contract.

Reports

Reporting formats will be submitted to the State's Project Manager for approval within five (5) business days after the execution of the contract resulting from this RFP. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

Contractor will provide a bi-weekly Project Update Report on the overall status to implement the Solution and must contain the following minimum elements:

1. Updated project plan
2. Deliverable and Schedule status
3. Issues

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 State's Project Manager on an agreed upon schedule, with email 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 State and the Contractor)
5. Resources assigned responsibility for resolution
6. Resolution date and Resolution description

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

Level 1 – Project Managers / Business Owner

Level 2 – Executive Sponsor

Level 3 – MVAA Director

Risk Management

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 State.

A risk management plan format will be submitted to the State for approval within twenty (20) business days after the effective date of the contract resulting from the RFP. The risk management plan will be

developed during the initial planning phase of the project and in accordance with State's PMM methodology or Contractor's comparable format. 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 and will work with the State to allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor if agreed to by the State. The State will assume the same responsibility for risks assigned to them.

Change Management

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract per Section 2.024 Change Request.

The Contractor must employ change management procedures to handle such things as "out-of-scope" requests or changing business needs of the State while the migration is underway.

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.

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
- Schedule and provide meeting rooms
- Provide for the review and productive feedback of all draft, interim and final deliverables
- Review, approve and signoff on all deliverables

Contractor Responsibilities:

- Contract review
- Coordination of kick-off meeting
- Establishing communication policies
- Attend regularly scheduled meetings
- Maintain the open issues/action items log
- Manage contract deliverable
- 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
- Obtain State sign off approval

Deliverables:

- Project Plan(s)
- Project Schedule
- Project Kick-off Meeting and Presentations
- Communication Plan

- Staffing Plan
- Risk management plan
- Reporting formats
- Project Status Reporting
- Test Plan
- Training Plan
- Additional planning and other documents include the Security Plan and Assessment, Maintenance Plan, System Build Plan, Software Configuration Management Plan, Enterprise Architecture Solution Assessment, and Defect Tracking List. Planning for hosting and production of the application and database, including review of the interface plan and data migration plan to ensure a clear understanding of the tasks and sequencing of tasks.

Acceptance Criteria

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

C. Requirements Validation

The tasks/objectives for Requirements Validation include the following:

- Validate Business Requirements
- Determine solution gaps and document

See Attachment 6 for Business Requirements.

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

Contractor will identify any functional or technical issues that need to be addressed for successful implementation and propose resolutions to be undertaken as part of both the initial software installation and implementation services.

As a result, the Contractor will provide a finalized Solution Configuration/Customization Plan to detail how the solution will be set up to provide the State's requested functionality and technical requirements and to portray data to the State's satisfaction.

The Contractor will provide four Subject Matter Experts to work with the State of Michigan staff during the Business Requirements assessment phase. During this assessment, Contractor staff will be onsite for 3-5 days to observe and discuss the facility processes and workflow.

Contractor will have a test system available to use to demonstrate the software's capabilities and the setup processes to meeting the facility's needs and preferences. Contractor staff will suggest possible process changes where needed, in order to ensure that the software will be used to its fullest capacity to make the workflow most efficient.

Contractor will create the Requirements Traceability Matrix (RTM) to ensure an accurate accounting of all discussed requirements. The RTM also will specify any customizations found to be needed, during the assessment.

State Responsibilities:

- Participate in requirement validation meetings
- Ensure correct client personnel attends the requirement validation events
- Provide necessary facilities and equipment to support session

- Provide knowledge of requested data and current departmental processes and workflow
- Approve the design and build strategy of the solution
- 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 Contractor
- Identify process improvement opportunities
- Actively participate in the joint requirements, gap and specification meetings and will provide productive feedback to the Contractor
- Schedule and provide meeting rooms
- Provide for the review and productive feedback of all draft, interim and final deliverables
- Review, approve and signoff on all deliverables

Contractor Responsibilities:

- Facilitate requirements review sessions and create required responses
- Create the Requirements Traceability Matrix to ensure all requirements are accounted for.
- Update business requirements in sufficient detail to support configuration and any customization specification, construction, testing and implementation.
- Create finalized Solution Configuration/Customization Plan
- Develop/Integrate customizations
- Create and/or update Use Cases
- 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 Customizations decisions
- Obtain State sign off approval

Deliverables:

- Requirements Review/Validation Session(s)
- Requirements Traceability Matrix
- Requirements Review Report
- Business Workflow document
- finalized Solution Configuration/Customization Plan
- Configuration Specifications
- Development Specifications
- Interface Specifications
- Data conversion Specifications
- Updates to the Use Cases

Acceptance Criteria

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

D. Implementation

Implementation consists of designing, configuring, testing, training, and transitioning to production of the contractor-hosted EMR solution. The implementation will also include development of the interfaces to

other State and Federal service systems and customizations required to meet the SOM mandatory systems requirements. See Interface/Reports/Data Translations (Attachment 1) and Business Requirements (Attachment 6) for a description of the interface and functional requirements.

A phased implementation approach is preferred by DMVA. See Section 1.104 D Training/Transition to Production for more details.

- a. The initial implementation of MDS (Minimum Data Set) capabilities at both DMVA veteran home facilities
- b. The second implementation of additional modules will occur after the initial implementation simultaneously at both DMVA veteran home facilities

Design/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.

The System Design Phase begins with extensive training on the foundation of the State's system. The training enables the State the ability to build tables/profiles for the specific needs and requirements of the State's environment. These tables and profiles are built to the specific business and patient care requirements identified by the State.

The Contractor will deliver to the State detailed documents specifying any product gaps that are identified, discussed, and resolved during the requirements review sessions.

The Contractor staff will demonstrate any new forms/reports that are created specifically for the State for this project. A listing of the new forms/reports will be created for acceptance by the State. A Systems build list will be created for State acceptance. The list will include lookup tables and other data setup that is required to ready the system for acceptance testing.

The Contractor will provide the State with a Systems Hardware and Software specification detailing the Hardware and Software required to efficiently run NetSolutions.

The Contractor will provide the State with a data dictionary of the NetSolutions database. This file will include the table name, definition, primary key, and foreign keys as well as the column name, definition, type, and length.

State Responsibilities:

- Participate in meetings
- Provide requested data and current departmental processes and workflow
- Identify/Create Standard Operating Policies & Procedures for all homes
- 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
- Provide Solution design document
- Provide data dictionary

Deliverables:

- 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.
- 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.
- 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. 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.
- Solution design document will include:
 - A detailed description of the new system's functionality, in accordance with the Requirements Document, the Requirements Traceability Matrix and the Technical Requirements Document.
 - Detailed specifications of the software and hardware to be used.
 - Connectivity to other applicable systems and/or data bases
 - A full description of changes in functionality and enhancements proposed and how they will be incorporated into the new design.
 - Software configuration details and changes.
 - Mock-ups of all screens, including their functionality.

- Use-case document with all business rules and calculations identified by data element and table
 - A list and mock-up of all canned reports in the DMVA report application with all business rules and calculations identified by data element and table.
 - A description of all data flows to and from the new system(s) including the output to desktop software such as Excel.
 - Documentation of all interfaces to other data systems
 - Metadata and database design - A detailed description of the database and any changes to be made to the existing database and tables. This will include documents illustrating:
 - detailed description and plan for any database modifications
 - tables showing columns, data types and defaults
 - views showing tables being combined
 - relationship between tables and views
 - stored procedures, triggers and user functions primary keys, foreign keys and constraints
- 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)

Note: Table Definition, Column Definition, Valid Values is not available for all tables.

Acceptance Criteria

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

Data Migration of Patient (Member) System Data

Based on the approved project schedule, the application will be loaded onto the production platform and the data in the current systems will be migrated and loaded onto the production version of the database. The Contractor, DMVA, 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. Migration efforts include: developing a migration plan, mapping the data, developing processes to extract the data, developing processes to migrate data into the new system, testing the migration processes, executing the migration, and reconciliation. 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

The Contractor will migrate agreed upon patient (member) data to EMR. The Contractor, DMVA 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.

The Contractor will provide file layouts for all necessary data imports. The imports available currently are:

- HCPCs with fee and MPPR amounts
- Ancillary Item Master
- Bed/Location Master
- Resident Demographic and Basic Census Information
- MDS History (uses standard MDS submission files)
- Physician Orders
- AR Balance Forwards

Additionally, the Contractor will work with the SOM/DMVA to develop any more necessary data imports, based on the data structures of the existing systems used by DMVA.

SOM/DMVA will provide electronic files to the Contractor in the correct format for any data imports. The Contractor will import the data in no more than 7 days.

State Responsibilities:

- Participate in meetings
- Provide requested data and access to applicable system(s)
- Provide data catalogs, mapping information and scripts as necessary
- Provide Contractor with access to personnel familiar with current data structures

Contractor Responsibilities:

- Migrate Data
- Test integrity of migrated data
- Provide test results to SOM

Deliverables:

- Provide migration guides for the new software
- Complete data migration
- Complete system migration and switch-over
- Complete software testing within QA
- Provide a software migration map for all modules within the application, versioning standards used, libraries/directories, database objects, and code dependencies
- Provide system test plan
- Develop test scripts to thoroughly test the workings of the EMR solution

Acceptance Criteria

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

Interfaces

The solution will need to interface systems, applications, and databases. In many circumstances the solution must support open Application Program Interface (API) calls.

For the interfaces that represent new functionality, the business requirements may not be as detailed as those of the interfaces that already exist. However, the Contractor is requested to provide their best estimate for each interface.

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.

- Interface to Pharmacy (current Vendor is QS1, HL7 Compliant)ePrescribing: The Contractor will interface with QS1 Pharmacy sending HL7 messages containing only resident demographic information. As of November 1, 2014 all electronic prescription interfaces must be in NCPDP 10.6 script format. The Contractor has been working with QS1 to implement an NCPDP 10.6 script interface that would electronically send prescriptions to the pharmacy. As soon as QS1 is ready to test this interface, The Contractor will start the testing process with them.
- Interface Pyxis Medstation (HL7 Compliant)
For the Pyxis Medstation interface, The Contractor recommends that the orders to the Pyxis machine come directly from the pharmacy (QS1).
- Interfaces to GeriMenu (GeriMenu HL7 Compliant)
GeriMenu: The Contractor currently has an HL7 interface with GeriMenu.

The Contractor will help the State to set up and test these interfaces before the go-live date. If other interfaces are needed, the Contractor will work with that vendor to get the messages to flow properly between the two systems.

State Responsibilities:

- Participate in meetings
- Provide access to applicable system(s)
- Provide data catalogs, mapping information on current software interfaces
- Provide Contractor with access to personnel familiar with current data structures

Contractor Responsibilities:

- Develop interfaces which are HL7 compliant where applicable
- Test integrity of interfaces
- Provide test results to SOM

Deliverables:

- Interfaces to the state systems identified in Attachment 1

Acceptance Criteria

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

Testing

Once the solution is readied, the SOM with contractor's assistance will perform user acceptance testing. The User Acceptance Testing (UAT) Phase involves the parties' joint creation of test acceptance scenarios, and the State staff (business users) testing the system for user acceptance in the environment.

Contractor shall utilize the test scripts to perform uniform system-wide testing. All changes to the application(s) shall result in testing the entire system (regression testing) to be sure all software functionality is maintained.

Contractor will work with State staff to perform the testing activities identified below. Contractor will have access to a mutually agreed upon number of State staff, part-time, during this phase.

The Contractor will supply a test environment within its hosting platform. The environment will be available during mutually agreed upon testing periods. The test environment will use the latest installable version of the system and a copy of the State of Michigan's live database. This allows the system to be tested using the customer's specific options and configurations. At the SOM's request the resident data may be de-identified using the Contractor's HIPAA scrambler utility. All software changes will be applied to the test environment for User Acceptance Testing (UAT) prior to application to the live system.

The Contractor will provide base acceptance criteria for each module and work with the customer to add site-specific criteria. These base test plans will be used for initial UAT. There will be a separate test plan to gauge system performance. It will be the SOM's responsibility to perform the UAT although the Contractor staff may be requested to participate on a time and materials basis. A UAT tracking spreadsheet will be maintained by the testing team that shows each test, the date and time the test was attempted, the staff involved, and the outcome.

Upon determination of a software or design defect, the SOM will submit a Customer Service Request (CSR) to the Contractor through email, phone or the Nexus Client Portal.

CSR's are captured in the Contractor's NEXUS tracking system and are searchable and reportable by both the Contractor and authorized customer staff. The Contractor will evaluate the issue and propose a course of action based on severity and available work-around. Depending on the issue, the customer may continue the UAT process or suspend the process and wait for a software update that addresses the issue. Once a software update is applied, UAT may resume or be restarted at the SOM's discretion.

State Responsibilities:

- Participate in meetings
- Provide proper users to participate in UAT
- Provide documented responses to UAT

Contractor Responsibilities:

- Provide a UAT environment
- Produce a test results document which records the test events, the dates of the events, the unit and system test results and the analysis of the results
- Develop UAT scenarios that would allow the State to confirm acceptability of the Deliverables and a test plan that will test all business processes through a complete business cycle
- Create test data records and other configuration required
- Establish and maintain a method for logging of all reported issues and their resolutions that is easily searchable
- Rectification of issues reported during UAT
- Provide documentation of system performance during testing

Deliverables:

- Test Plan(s)
- Test Reports

Acceptance Criteria

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

Training and Transition to Production

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 providing overview training to approximately 700 staff, +/- 500 from GRVH and +/- 200 from Jacobetti Home. In addition, specific users will be chosen from each location to be the "experts" in their various functional areas who will be trained to become trainers of the Homes staff members. Training will occur at the discretion of the State and will occur at various locations within the State.

The following is approximate State personnel for each training approach for each site:

BOTH

Technical/Admins: 5-10

GRHV

Train-the-Trainer: 15-20

End User: +/-500

DJJHV

Train-the-Trainer: 7

End User: +/-200 (150-160)

The Contractor staff will conduct Train-the-Trainer sessions during the setup and testing phases of the end-user software product at both DMVA locations. The SOM/DMVA will choose staff to serve as trainers/experts who will work with the Contractor staff to set up master tables in accordance with the Business Requirements and Requirements Traceability Matrix.

End-user training for the SOM/DMVA trainers/experts will take place as the testing phase is being conducted. This familiarizes the SOM/DMVA staff with the same procedures as the end-user staff learn and gives them opportunities to encounter certain user/processing errors that might occur on a day-to-day basis.

Train-the-Trainer sessions will take place in the two months prior to the end-user trainings. Electronic documentation and sample exercises will be provided to SOM/DMVA trainers/experts. The Contractor will work with SOM/DMVA staff to customize the documentation and exercises to best fit facility needs. These trainers/expert trainings will take place onsite with staff from both facilities in two separate locations due to logistics, but will have the ultimate objective to ensure consistency in the facilities' system setup.

The approximate training times for each section are (weeks listed are not necessarily consecutive):

Security:	Week 1	2-3 days
Accounting modules:	Week 1 (master table setup)	3-5 days
	Week 2 (day-to-day functions)	4-5 days
	Week 3 (month-end/billing/funds)	5 days
Clinical modules:	Week 1 (master table setup)	5 days
	Week 2 (MDS/POC)	4-5 days
	Week 3 (Care Plan/IPN/QA)	3-4 days
	Week 4 (UDA/eDocs/eAssign)	4-5 days
	Week 5 (PO/eChart)	3 days
	Week 5 (ePrescribe)	1 day
	Week 5 (eResults)	1 day
Dashboard module:	Week 1 (Insight)	5 days
Marketing/Scheduling modules:	Week 1	5 days

End User

First Phase:

To implement the NetSolutions modules necessary for MDS 3.0 capabilities for the DMVA facilities, the Contractor will provide Clinical Consultants staff resources onsite. The Contractor can provide separate Clinical Consultants for each facility during this MDS implementation phase, or a combined session can be arranged with MDS staff from each facility in the same training location. Training will be conducted at two Separate locations. DMVA/SOM will provide MDS facility staff to be trained during this phase. This training will last 3 to 5 days. The Contractor will import at least 18 months of MDS history into the system in preparation for the training. The training documentation compiled during the Train-the-Trainer sessions will be distributed to the end users.

Second Phase

The Contractor will provide Business and Clinical Consultants staff resources onsite for the DMVA facilities to implement the AR/Billing and the base EMR modules. DMVA/SOM will provide Business Office staff to be trained during this phase for the AR/Billing modules. DMVA/SOM will provide clinical facility staff to be trained during this phase for the base EMR modules. The Second Phase of the training will occur at each facility. The training documentation compiled during the "Train-the-Trainer" sessions will be distributed to the end users.

The approximate training times for each section are (weeks listed are not necessarily consecutive):

Accounting modules:	Week 1 (day-to-day functions)	4-5 days
	Week 2 (month-end/billing/funds)	5 days
Clinical modules:	Week 1 (POC)	3-4 days
	Week 2 (Care Plan/IPN/QA)	3-4 days
	Week 3 (UDA/eDocs/eAssign)	4-5 days
	Week 4 (PO/eChart)	3-4 days

Third Phase

To implement the remaining EMR modules, Dashboard, and Marketing/Scheduling modules for the DMVA facilities, the Contractor will provide Business and Clinical Consultants staff resources onsite. DMVA/SOM will provide Clinical facility staff to be trained during this phase for the remainder of the EMR modules. DMVA/SOM will provide appropriate facility staff to be trained during this phase for the Dashboard and Marketing/Scheduling modules. The Third Phase of the training will occur at each facility. Training documentation compiled during the Train-the-Trainer sessions will be distributed to the end users.

The approximate training times for each section are (weeks listed are not necessarily consecutive):

Clinical modules:	Week 1 (ePrescribe)	1 day
	Week 1 (eResults)	1 day
Dashboard module:	Week 1 (Insight)	5 days
Marketing/Scheduling modules:	Week 1	5 days

The Contractor will also offer users eLearning sessions on the different NetSolutions applications at no additional cost.

NetSolutions eLearning sessions are recorded demonstrations with narration. They show how to perform tasks using the actual applications. Recorded by the Contractor product experts, the eLearning sessions are great for refreshers after initial training and for new hires. eLearning sessions are also recorded to demonstrate new features and functions added in software updates. The sessions can be downloaded 24/7 from our clients-only Website.

The Contractor will:

- a. Develop a training plan for the various users of the system.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. The contractor shall grant the SOM permission to reproduce, for internal use, documentation for training purposes even if such material has a copyright.

Training is provided in a variety of formats for a variety of levels (e.g. basic, advanced, refresher, etc.)

All training manuals, training plans and other documentation provided become the property of the State.

The Contractor will provide training to Customer's personnel in the use of the Software in accordance to this Contract. The State agrees to make qualified personnel available to receive said training in accordance with any mutually agreed dates and times for training to be conducted by the Contractor.

State 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

Contractor Responsibilities:

- Training Plan(s)
- Training Trainer
- End-user Training

Deliverables:

- Train-the-Trainer training and associated documentation
- Online access to End-User Training
- Additional training ((e.g. classroom or online training, training flier, release features, etc.) at no additional cost for all upgrades and new versions to the system that affect end-user functionality

Acceptance Criteria

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

Go-Live

At the end of the Testing/Train-the-Trainer phase, the Contractor will delete all resident data entered during testing. Then current data will be exported to the SOM system in preparation for end-user training. During the end-user training sessions, the SOM facilities will actually be in the Go-Live phase.

The Contractor will load the new system into the production environment in accordance with the approved development document.

The Contractor Trainers work with facility staff during the training to ensure that all systems are functioning correctly for the users. The Contractor Trainers work with facility staff to answer any questions they may have while they are processing actual data. The Contractor will send staff onsite to supervise processing for up to 5 business days at no additional cost to the State.

Deliverables:

- Development document
- Five (5) days of successful onsite go-live support

Acceptance Criteria

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

Performance Warranty Period

Contractor will provide a 90-day Performance Warranty for the Solution, per Section 2.311. Performance warranty Period shall commence in the Go-Live phase; deployment of initial implementation of MDS. The Contractor will then provide a 90-day Performance Warranty for each implementation thereafter (e.g., scheduling module, future modules)

The Contractor's solution automatically keeps track of a number of performance indicators. The application software maintains history of all user logins and logouts and captures processing time for major batch processes and reports. The Windows IIS logs provide page request response time. Resource usage and system up and downtime characteristics are available in our platform- monitoring tools. Application faults are captured in application log files. The load balancer effectiveness can be measured by comparing resource usage on the servers.

For the 90-day period commencing with go-live, the Contractor will actively monitor these characteristics and provide a weekly report. The report format will be defined by the Contractor and approved by the SOM.

State Responsibilities:

- Assure that all key personnel have attended the agreed upon training and show an adequate understanding of how the system is to be used.
- Provide access to any necessary third-parties in case of functional issues
- Have key leadership personnel available to help resolve issues which may arise

Contractor Responsibilities:

- System performance monitoring
- Document system performance, as a weekly report, including:
 - User Logins
 - Production volume
 - Resource usage
 - Load balancing
 - System Response Time
 - Up time and down time
 - System/application errors in data entry
 - Errors in data transmission
 - Analysis of errors and corrective action taken
 - Application functionality
 - Dates and times of these events
 - Document, investigate and resolve any data processing problems, errors, or questions.

Deliverables:

- Production EMR solution
- Ninety (90) day Performance Warranty services

Acceptance Criteria

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

E. Support Services

Maintenance and Support

The Support period will commence upon delivery to Test Environment. The 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., develop and 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), 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).

Deliverables:

Contractor shall provide, but not limited to the levels of support set forth below:

1. Maintenance and Support Services

Contractor shall perform technical and clinical support during 24X7X365 for priority issues involving an application, database, or system failure that significantly impacts patient care (“Support Period”).

Support Assistance

For support assistance of the Contractor’s Net Solutions software applications (such as a request for assistance, information, or services that are routine in nature), State end-users

can contact Contractor's support staff by any of the three methods: Email, phone or through the Nexus Client Portal.

Normal support assistance hours for issues are Monday thru Friday, 8:00 am –8:00 pm Est. and will be provided by the Contractor at no additional charge.

Calls to the Contractor will be answered by a person, not a machine, during normal business hours.

After Hours Non-Billable Support Assistance

The Contractor will not bill the State for "after hours" support assistance caused by a Net Solutions application software defect, hosted platform failure or errors caused by Contractor's employee(s).

After Hours Billable Support Assistance

Support Assistance beyond normal business hours for critical issues is available at the normal hourly support rate of \$90.00 per hour.

Examples of billable after hours support includes assisting users with application questions, users networking/printing/work station issues, database errors and general assistance in day-to-day operations of the Net Solutions applications.

Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "**Resolve**", "**Resolved**", "**Resolution**" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error that prompted that Support Request and that the State has confirmed such correction and its acceptance of it in writing. Contractor shall respond to and Resolve all Support Requests within the following times based on the State's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State:

Severity Level One

Requests associated with problem(s) that affect the operation of site critical systems for which no workaround exists and the problem(s) severely impacts site processing as detailed below. These problems should be called into the Contractor's support immediately and will be addressed within the Contractor's Support Group as indicated in the Expectations.

- System inaccessible due to application failure or database failure. Such as an issue affecting entire system or single cortical production function & system down or operating in materially degraded state & data integrity at risk.
- An error that renders product inoperative or causes the product to fail catastrophically; e.g. major system impact, system down. Such as above and/or missing a production deadline.
- All users are down and cannot access applications. Such as a widespread access interruptions.

- Contractor related interface problem(s) that impact critical processing. This may require SOM to confirm there was no Internet Issues between Michigan and the Hosting Center.
- Software problems that will severely impact revenue/resident care if not corrected in a timely manner. Such as material financial impact.

Expectation: Contractor will acknowledge the Severity Level One request within 1 hour. If no programming changes are required, the problem(s) will be resolved in 3 hours after acknowledgement. If, programming changes are required, the Problem(s) will get resolved in 2 calendar days or less.

Severity Level Two

These calls are similar in nature to Severity Level 1 calls, but workaround(s) exist for the problem(s) and/or the problem(s) do not severely impact site processing as detailed below. These problems should be called into the Contractor's support immediately and will be addressed within the Contractor's Support Group as indicated in the Expectations.

- Service is operating with minor issues that can be addressed with a work around.
- Critical feature not functioning. Such as data entry or access is materially impaired on a limited basis.
- An error substantially degrades the performance of the software or materially restricts customer's business; e.g. moderate system impact, system hanging. Such as a primary component failure that materially impairs its performance.
- Critical functionality not available to users. Such as primary component failure that materially impairs its performance
- Critical processing aborts.

Expectation: Contractor will acknowledge the Severity Level Two request within 4 hour. If no programming changes are required, the problem(s) will be resolved in 6 hours after acknowledgement. If, programming changes are required, the Problem(s) will get resolved and delivered in a patch within 30 days.

Severity Level Three

Calls associated with problems that have a minimal impact on site processing. These calls will be addressed during normal business hours.

- Question; non-critical failures. Such as request for assistance, information, or services that are routine in nature.

Expectation: Contractor will acknowledge the Severity Level three requests within one business day. If no programming changes are required, the Problem(s) will be resolved in 12 business hours after acknowledgement. If programming changes are required, these Problem(s) will get resolved through the next scheduled future release.

Note: The Contractor cannot fix High Service Errors reported by the State, if the State is not able to duplicate such High Service Errors.

If Contractor does not respond to a Support Request within the relevant Service Level response time, the State may escalate the Support Request to the parties' respective Project Managers and then to their respective Contract Administrators.

The State may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response or Resolution times.

Contractor shall give the State monthly electronic or other written reports and updates of:

- a. the nature and status of its efforts to correct any Error, including a description of the Error and the time of Contractor's response and Resolution;
- b. its Service Level performance, including Service Level response and Resolution times; and
- c. the Service Credits to which the State has become entitled.

If the Contractor fails to respond to a Support Request within the applicable Service Level response time or to Resolve a Support Request within the applicable Service Level Resolution time, the State will be entitled to the corresponding service credits specified in the table below ("**Service Credits**"), provided that the relevant Error did not result from a State Cause.

Severity Level of Error	Service Credits For Response Time Service Level Failures	Service Credits For Resolution Time Service Level Failures
1	<p>Level 1 Response</p> <p>An amount equal to 5% of the then current annual Support Fee for each hour by which Contractor's response exceeds the required Level 1 Response time.</p>	<p>An amount equal to 10% of the then current annual Support Fee for each hour by which Contractor's Resolution of the Support Request exceeds the required Resolution time.</p>
2	<p>Level 2 Response</p> <p>An amount equal to 5% of the then current annual Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's response exceeds the required Level 2 Response time.</p>	<p>An amount equal to 10% of the then current annual Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's Resolution of the Support Request exceeds the required Resolution time.</p>
3	<p>No Service Credits are Available for Severity Level 3 Response Time Service Level Failures.</p>	<p>N/A</p>

2. Server update and patching schedule; Software update schedule
3. For the first year and all subsequent Contract years, 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. **Modifications and 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

4. The software maintenance program includes all future minor and major software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining an annually renewable software support contract.
5. Contractor's NetSolutions software product will store all data entered in the software by the State and shall serve as an archive back up of the State's data. Contractor shall not remove the State's data from the NetSolutions software product unless Contractor has received explicit, written authorization from the State to remove such data from the NetSolution software product. Contractor's back-up policy at the Platform for all primary databases is 3 days hot retention and 30 days cold retention. Back-up data retention beyond the Contractor's Platform policy as stated above, shall be provided to the State by the Contractor at additional cost.

Hosting Services

The Contractor must host the EMR within the continental United States. The hosted infrastructure must provide for full redundancy and high availability of data and processing components with no single points of failure.

The Contractor will provide all necessary hardware and equipment as part of the hosted environment and adhere to all of the DTMB Standard Information Technology requirements and Hosting terms.

Furthermore, The Contractor's hosted solution will be at Secure-24 hosting location 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) compliant.

The Contractor will work with the SOM to provide redundancy, data backup and disaster recovery capabilities and documentation, as agreed upon by the State. The Contractor will also provide electronic storage and geo-replication of back-up media for this hosted solution. The Contractor will provide the State's Project Manager with advance notice (no less than one week) of any scheduled downtime.

Support Requests:

The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The State Project Manager will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing. Contractor will correct all Service Errors and respond to and Resolve all Support Requests.

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	<ul style="list-style-type: none"> • Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Data integrity at risk; • Declared a Critical Support Request by the State; or

	<ul style="list-style-type: none"> Widespread access interruptions.
High Service Error	<ul style="list-style-type: none"> Primary component failure that materially impairs its performance; or Data entry or access is materially impaired on a limited basis.
Medium Service Error	<ul style="list-style-type: none"> Hosted Services are operating with minor issues that can be addressed with a work around.
Low Service Error	<ul style="list-style-type: none"> Request for assistance, information, or services that are routine in nature.

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
Critical Service Error	Thirty (30) minutes	Four (4) hours
High Service Error	One (1) hour	One (1) Business Day
Medium Service Error	Two (2) hours	Two (2) Business Days
Low Service Error	One (1) Business Day	Five (5) Business Days

If the actual Availability of the Hosted Services is less than the Availability Requirement for any Service Period that yields Critical Services and High Service Errors, such failure shall constitute a Service Error for which Contractor will issue to the State the corresponding service availability credits as set forth below ("Service Availability Credits"):

Availability	Credit
<u>≥99.0%</u>	<u>None</u>
<u><99.0% but ≥95.0%</u>	<u>5%</u>
<u><95.0% but ≥90.0%</u>	<u>10%</u>
<u><90.0%</u>	<u>25%</u>

No period of Hosted Services degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("**Exceptions**"):

- a. Failure of the State's or End Users' internet connectivity;
- b. Internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Contractor or its subcontractor(s); or
- c. Scheduled Downtime approved by the State.

Deliverables:

- Prevent disruption of the EMR System
- Hosting and Site Security
- Disaster Recovery Site
- Annual Capacity Planning Review
- Documented Information Security Program
- Current Business Continuity Plan
- Current Disaster Recovery Plan

Acceptance Criteria

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

F. Additional Documentation

The Contractor will deliver updated HELP files, Release Notes, Training Guides, Quick Reference Guides, and Installation Guides with each major release.

Training Guides and Quick-Reference Guides are available for each application. These guides and online Help are kept current with each software update release at no additional cost.

Release Notes are written for software updates and include descriptions of new features and functions with benefits, screenshots, and instructions. The Release Notes are grouped by release by product. Release Notes are delivered as a separate document during the installation of NetSolutions.

NetSolutions Installation Guides are available to download with software updates. They explain in detail how to install updates so that the facility's IT personnel can easily install NetSolutions updates on their own schedule, without help from the Contractor.

Deliverable(s)

- User manuals
- Technical manuals
 1. A minimum of two (2) copies of the following documentation in an electronic format, online and in hard copy will be provided:
 - a. User and Technical Manuals - On-line and Hard Copy
 - b. Data Element Dictionary
 - c. Operations Manual
 - d. All updates of documentation during the term of the Contract, software license and maintenance agreement
 2. The following documentation is provided for all modules and program development:
 - a. System-wide documentation and specifications
 - b. Baseline End-User training manuals to be used as a basis for "User Manuals" and online help
 - c. Installation procedure
 - d. Module configuration documents sufficient for configuration maintenance purposes
 - e. Testing scripts
 - f. Specification documentation
 - g. Production migration
 3. The documentation of components, features, and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.

4. All system, operational, user, change, and issue documentation must be available in electronic format, published to an intranet website, accessible to State users, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions.
5. All system, operations, user, change and issue documentation is to be organized in a format, which is approved by the State and facilitates updating and allows for revisions to the documentation to be clearly identified including the three (3) previous versions.
6. The Contractor must develop and submit for State approval complete, accurate, and timely system, operations, and user documentation.
7. The Contractor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.

Acceptance Criteria

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

G. Supplemental Services

The State may require additional software, support and/or services to support the needs of the State.

Supplemental services and/or products to meet new requirements that may result from any or all of the following examples:

- A. New State policy requirements,
- B. New Federal regulations, or
- C. New technology requested by the State.

Actual funding for supplemental services will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.

The Contractor must be able to respond with costs and timelines to all requests to meet future work. Future work must be dependent upon mutually agreed upon statement(s) of work (SOW) 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.

Statements of Work created for new functionality specifically requested by SOM will follow the change control process and include detailed functionality changes, mock ups of new and modified screens, examples of new and modified reports, testing requirements, and technical requirements including modifications to the database.

Each Statements 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. Cost/Rate
9. Payment Schedule
10. Project Contacts
11. Agency Responsibilities
12. Location of Where the Work is to be performed
13. 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 a SOW.

II. Requirements

Business Requirements are provided in Attachment 6

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

The Contractor will provide sufficient qualified staff, including subcontractors, who will be assigned to the Contract, to satisfy the Deliverables of this Contract. The contractor must replace all employees whose work was found to be unsatisfactory as determined by the State's project manager within five (5) business days of notification.

The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

Single Point of Contact (SPOC)

The Bidder will identify the Contractor's Single Point of Contact (SPOC) for this Contract.

SPOC	Role	% Committed to
Jill Katz	Project Manager	50%

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

- Supporting the management of the Contract
- Facilitating dispute resolution, and
- 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

The Bidder will provide resumes for Key Personnel; (Attachment 3) The Contractor will commit the Key Personnel to the project. All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State. This Contract has identified the following as key personnel for this project:

Key Personnel	Role	% Committed to
Jill Katz	Project Manager	50%
Chris Metzger	Technical Lead	20%
Sue Friesth	Training Lead	40%

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. 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

The Contractor will provide a Technical Lead who is responsible for the technical integrity of the project by providing technical guidance, coordination and oversight during the implementation process.

Responsibilities include but are not limited to:

- Act as a point of technical escalation and resolution during the project live cycle as it relates to technical decisions.
- Determine and help provide the necessary level of technical documentation.
- Proactively work with project leaders to ensure the appropriate level of staffing by the vendor.
- Provide technical consultancy.
- Communicate as necessary with appropriate team members regarding project status

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

The Contractor will provide a Training Lead to work closely with the designated personnel from the SOM to ensure thorough training for SOM employees. The Contractor's training lead responsibilities include, at a minimum:

- Lead training initiatives supporting the implementation of EMR package for SOM.
- Preparing training plans and materials according to identified needs.
- Create and maintain any "tools" utilized as a part of the overall training plan
- Produce and keep up to date documentation
- Create (with input from SOM), schedule and deliver training to SOM personnel
- Ensure post-training follow-up
- Ensure an adequate transfer of knowledge to SOM personnel

Subcontractors

The Contractor has identified that no subcontractors are required to support this project.

B. On-Site Work Requirements

1. Location of Work

Project: Work locations will be planned by DTMB and the Contractor during the project review phase.

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

2. Hours of Operation:

- a. Normal State 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.
- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. Travel:

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

4. Additional Security and Background Check Requirements:

Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State may provide the following resources for the Contractor's use, if deemed necessary by the State, on this project:

- Work space
- Minimal clerical support
- Desk
- Telephone
- Printer
- Access to copiers and fax machine

State Project Managers- (DTMB and DMVA)

Both DTMB and DMVA 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 Managers will provide the following services:

DTMB-IT Project Manager:

- Facilitating between the Contractor, and State agencies and external contractors
- Arrange, schedule, and facilitate SOM staff attendance at all project meetings
- Coordinating necessary State resources
- Utilizing change control procedures

- Conducting regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Coordinating and assuring that all deliverables are compliant with DTMB-IT contractual requirements
- Documenting and archive all important project decisions
- Acceptance and sign-off of deliverable/milestones
- Acceptance and sign-off on timesheets and invoices
- Point of contact in the resolution of project issues
- Escalating outstanding/high priority issues
- Supporting the management of the Contract

DMVA Project Manager

- Allocating necessary State resources
- Providing State facilities, as needed
- Documenting and archiving all important project decisions
- Acceptance and sign-off of deliverable/milestones
- Acceptance and sign-off on timesheets and invoices
- Participating in the resolution of project issues
- Escalating outstanding/high priority issues
- Supporting the management of the Contract

Name	Agency/Division	Title
Andy Fralick	DTMB	Project Manager
Bradford Slagle	DMVA	Project Manager

DMVA Project Leads (one per site)

DMVA will provide a Project Lead for each site. DMVA Project Leads will be responsible for supporting each site’s implementation.

The DMVA Project Leads will provide the following services:

- Allocating necessary site resources
- Providing site facilities, as needed
- Participating in the resolution of project issues
- Escalating outstanding/high priority issues
- Supporting the management of the Contract

Name	Agency/Division	Title
Eric Alderman	DMVA GR	Project Lead
Bradford Slagle	DMVA Marquette	Project Lead

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
Whitnie Zuker	DTMB	Contract Administrator

1.300 Project Plan

See Section 1.104 B. Project Planning/Monitoring

1.400 Project Management

See Section 1.104 B. Project Planning/Monitoring

1.500 Acceptance

1.501 CRITERIA

Upon completion and State acceptance, a ninety (90) day Performance Warranty Period shall commence to ensure that all Deliverables conform to the requirements of this Contract, which will take place in a production environment. Contract must remove all test data and ensure clients do not have access to the system prior to receiving the State's written consent. Contractor's performance of, participation in and observation of User Acceptance Testing shall be at Contractor's sole cost and expense. In addition, Contractor shall perform, at its sole cost and expense, all internal testing it deems necessary to provide Deliverables that conform to the requirements of this Contract and to limit UAT issues, as set forth in Section 2.250.

Upon receipt of the State's Project Manager written acceptance of milestone Deliverables, the Contractor may submit an invoice for the milestone payment.

1.502 FINAL ACCEPTANCE

Along with the acceptance criteria identified in Section 1.104 and 2.250, Work and Deliverables, the following requirements of final acceptance apply:

- Beta software is not accepted as final deliverable.
- Documents are dated and in electronic format, compatible with SOM of Michigan software
- Requirements documents are reviewed and updated throughout the development process to assure requirements are delivered in the final product
- Draft documents are not accepted as final Deliverables
- The documents will be reviewed and accepted in accordance with the requirements of the Contract
- DTMB and DMVA will review documents within a mutually agreed upon timeframe
- Approvals will be written and signed by the State's Project Manager
- Issues will be documented and submitted by and to the Contractor
- After issues are resolved or waived, the Contractor will resubmit documents for approval within 30 days of receipt

Final acceptance is expressly conditioned upon completion of all Deliverables and/or milestones, completion of all tasks and phases in the project plan as approved, completion of all applicable inspection and/or testing procedures, and the certification by the State's Project Manager that the Contractor has met the defined requirements of a successfully operating the EMR solution.

Contractor's failure to meet the Service Levels for Resolution of any Severity Level 1 Errors or Severity Level 2 Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table will constitute a material breach under the Contract and the State may terminate this Contract for cause.

If the actual Availability of the Hosted Services is less than the Availability Requirement in any three consecutive Service Periods that yield Critical Service and High Service Errors, then, in addition to all other remedies available to the State, it will constitute a material breach under the Contract and the State may terminate this Contract for cause.

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

See Cost Table (Attachment 2)

The project will be paid as a firm, fixed priced, deliverable-based contract. Upon receipt of the State's Project Manager written acceptance of milestone Deliverables, the Contractor may submit an invoice for the milestone payment. Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs, less the 15% hold back amount. A milestone is defined as complete when all of the deliverables within the milestone have been completed. The State will pay subscription fees (which includes annual support, on-going software maintenance, license usage and off-site hosting) charges on a monthly basis, in arrears. Payment of annual subscription fees of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly support charges for each calendar day.

The initial monthly support services subscription fees shall be due and payable upon successful delivery to Test environment. The monthly subscription fees shall not be increased during the base Contract Term, if any. For any options to renew (see Section 2.002), prices may not be increased by more than the previous year's Consumer Price Index (CPI) or 3%, whichever is lower.

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.

The Service Credits constitute compensation to the State, and not a penalty.

A Reserved Bank for supplemental services specifying not-to-exceed hourly rates based on skill sets can be utilized for future work projects. The State reserves the right to determine whether payment shall be made on a not to exceed firm fixed-hourly rate basis, or on completion and acceptance of specified Deliverables for future enhancements. Future enhancement services may only be initiated upon mutually agreed and executed individual Statement(s) of Work (SOW) between the Contractor and the State. Once agreed to, the Contractor must not be obliged or authorized to commence any work to implement a SOW until authorized via a purchase order issued against this contract. The State shall have the right to hold back an amount equal to percent 15% of all amounts invoiced by Contractor for specified Deliverables for supplemental services.

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 CCI with the reduced prices within twenty (20) Business Days of the reduction taking effect.

The Contractor will not be paid for any costs attributable to corrections of any errors or omissions that have been determined by the CCI to be caused by the Contractor.

The Contractor must remit an administrative fee of 1% on all payments remitted to Contractor; see Article 2 Section 2.031 Administration Fee and Reporting.

Payments will be paid no more than monthly.

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. Cost/Rate
9. Payment Schedule.
10. Project Contacts.
11. Agency Responsibilities and Assumptions.
12. Location of Where the Work is To Be Performed.
13. Expected Contractor Work Hours and Conditions.

Issuance of Purchase Orders (PO)

Contractor shall not be obliged or authorized to commence any work orders until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Vendor Proposal/Purchase Orders executed under it.

Invoicing

Contractor will submit properly itemized invoices to

DTMB – Financial Services
Accounts Payable
P.O. Box 30026
Lansing, MI 48909
or
DTMB-Accounts-Payable@michigan.gov

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) and location of services delivered
6. Price for each item, or Contractor's list price for each item and applicable discounts.
7. Support charges, if applicable.
8. Net invoice price for each item.
9. Total invoice price

Contractor shall, for each invoice period under the Contract, issue to the State, together with Contractor's invoice for such period, a written acknowledgment setting forth all Service Credits to which the State has become entitled during that invoice period. Contractor shall pay the amount of the Service Credit as a debt to the State within fifteen (15) Business Days of issue of the Service Credit acknowledgment, provided that, at the State's option, the State may, at any time prior to Contractor's payment of such debt, deduct the Service Credit from the amount payable by the State to Contractor pursuant to such invoice.

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

1.602 HOLDBACK

The State shall have the right to hold back an amount equal to 15 percent (15%) of all amounts invoiced by Contractor for Services/Deliverables other than the software subscription fees. The amounts held back shall be released to Contractor after the State has granted Final Acceptance of the Performance Warranty Period.

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 CONTRACT TERM

This Contract is for a period of 5 years beginning April 13, 2015 through April 12, 2020. 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 five (5) additional One (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 - RESERVE

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, 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 Department of Military Veterans Affairs (DMVA) (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:

Whitnie Zuker
Buyer
Procurement
Department of Technology, Management and Budget
Constitution Hall, 1st Floor
PO Box 30026
Lansing, MI 48909
zukerw@michigan.gov
517-284-7030

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:

Dave Roach
DTMB
Michigan State Police (MSP)/ Department of Military Veterans Affairs (DMVA)
333 S. Grand Avenue
Lansing, MI 48933
Roachd2@michigan.gov
517-241-2254

2.023 PROJECT MANAGER

The following individual will oversee the project:

Andrew Fralick
DTMB
Michigan State Police (MSP)/ Department of Military Veterans Affairs (DMVA)
333 S. Grand Avenue
Lansing, MI 48933
fralicka@michigan.gov
248-417-5158

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:

Delivery or Courier

State of Michigan
DTMB-Procurement
Attention: DTMB Procurement
1st Floor, Constitution Hall
525 West Allegan
Lansing, Michigan 48933-1502

United States Postal Service

State of Michigan
DTMB-Procurement
Attention: DTMB Procurement
PO Box 30026
Lansing, MI 48909-7526

Contractor:

NTT DATA Long Term Care Solutions, Inc.
Attn: Mr. James Ingalls
8383- 158th Ave NE, Redmond, WA 98052-3846

Copy To:

NTT DATA, Inc.
Attn: Contract Services
100 City Square
Boston, MA 02129

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 (whether by operation of law or otherwise), without the prior written consent of the other party; 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 ADMINISTRATIVE FEE AND REPORTING

The Contractor must remit an administrative fee of 1% on all payments remitted to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales.

Itemized purchasing activity reports should be mailed to DTMB-Procurement and the administrative fee payments shall be made by check payable to the State of Michigan and mailed to:

The Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building

320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each quarter.

2.032 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.

2.033 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.

2.034 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.

2.035 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.

2.036 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.

2.037 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").

2.038 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.

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,.

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.
- (d1) 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 Technology, Management and 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. 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.

2.083 STATE'S OBLIGATIONS

- A. shall maintain the security of any passwords issued by the Contractor or the Contractor's third party software vendor and take reasonable precautions to insure that the State and its employees do not disclose the Subscription Items to nor permit the Subscription Items to be possessed, used or accessed by any other person or organization;
- B. The State will not, and will not knowingly permit others to, use the Subscription Items (i) for any unlawful or illegal purpose or in connection with or in furtherance of any unlawful or illegal activity, (ii) in violation of any applicable law or regulation, (iii) in a manner that will, or is likely to, infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the right of privacy, publicity or other personal rights of others, or (iv) in connection with any conduct or activity that is, in the sole opinion of NTT DATA, defamatory, indecent, obscene, offensive, threatening, abusive, hateful, tortuous or violate of the rights of any other person or entity;
- C. The State will not, and will not permit others to, do any act which the State may reasonably expect to interfere with or compromise the security or functionality of the Subscription Items, including without limitation attempting to probe or test the vulnerability of any system or network connected to or accessible by the State;

- D. The State shall ensure that the Subscription Items are accessed and utilized only as intended pursuant to the Contractor's guidelines and instructions for the Subscription Items and, from the State's utilization, only by State Users with appropriate Credentials. The State shall be responsible for (i) issuing or providing information to Provider to issue Credentials and (ii) managing Credentials pursuant to applicable minimum access policies or requirements maintaining the confidentiality of Credentials used to access the Hosting Service. "Credentials" means a login name and password provided to a User. "User" means the staff members and representatives of the State who are identified by the State to receive access to the Subscription Items.

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.

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 PCI DATA SECURITY STANDARD

(a) Contractors who 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.

2.104 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.

2.105 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.

2.106 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 72 hours of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.107 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, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

2.112 RETENTION OF RECORDS

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of 7 years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records 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.

2.113 EXAMINATION OF RECORDS

(a) The State, upon 10 days' notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract any time during the Audit Period. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract

(b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, DTMB or its designee may audit the Contractor to verify compliance with the Contract. The financial and accounting records associated with the Contract shall be made available to DTMB or its designee and the auditor general, upon request, during the term of the Contract and any extension of the Contract and for 3 years after the later of the expiration date or final payment under the Contract.

2.114 AUDIT RESOLUTION

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

2.115 ERRORS

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due

as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 20%, the Contractor must pay all reasonable audit costs.

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 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.

2.122 WARRANTY OF MERCHANTABILITY - RESERVE

2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE - RESERVE

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.

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 30 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 agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

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

(Any questions regarding Insurance Coverage contact Steve Davis at 517-373-3808)

2.13.1 LIABILITY INSURANCE

(Buyer must adjust insurance levels as necessary to make sure the insurance covers the risk, but is not excessive.)

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The Contractor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of, or result from, or are alleged to arise out of, or result from, the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(d) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(e) Unless the State approves otherwise, any insurer must have an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.

(g) The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions.

(h) The Contractor must provide, within five (5) business days, written notice to the Director of DTMB-Procurement if any policy required under this section is cancelled. The notice must include the applicable Contract or Purchase Order number.

(i) The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(j) The Contractor is responsible for the payment of all deductibles.

(k) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' 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 require the Contractor to pay that cost upon demand.

(l) 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 Michigan Attorney General.

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

(i) Commercial General Liability

(Buyer may adjust coverage depending on the amount of personal injury or property damage risk involved in the contract.)

Minimal Limits:

\$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, and
\$1,000,000 Each Occurrence Limit.

Deductable maximum:

\$50,000 Each Occurrence

Additional Requirements:

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 the insurance policy contains a waiver of subrogation by the insurance company.

The Products/Completed Operations sublimit requirement may be satisfied by evidence of the manufacturer's Commercial General Liability Insurance. The manufacturer 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 and must provide evidence that the policy contains a waiver of subrogation by the insurance company.

(ii) Umbrella or Excess Liability

Minimal Limits:

\$10,000,000.00 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (i), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

(iii) Motor Vehicle

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

(iv) Hired and Non-Owned Motor Vehicle Coverage

Minimal Limits:

\$1,000,000 Per Incident

Additional Requirements:

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.

(v) Workers' Compensation

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

(vi) Employers Liability

Minimal Limits:

\$100,000 Each Incident
\$100,000 Each Employee by Disease
\$500,000 Aggregate Disease

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

(vii) Employee Fidelity (Crime)

Minimal Limits:

\$1,000,000 Employee Theft Per Loss

Deductible Maximum:

\$50,000 Per Loss

Additional Requirements:

Insurance must cover Forgery and Alteration, Theft of Money and Securities, Robbery and Safe Burglary, Computer Fraud, Funds Transfer Fraud, Money Order and Counterfeit Currency.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as Loss Payees on the certificate.

(viii) Professional Liability (Errors and Omissions)

Minimal Limits:

\$3,000,000 Each Occurrence
\$3,000,000 Annual Aggregate

Deductible Maximum:

\$50,000 Per Loss

(ix) Cyber Liability

Minimal Limits:

\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

Additional Requirements:

Insurance should cover (a) unauthorized acquisition, access, use, physical taking, identity theft, mysterious disappearance, release, distribution or disclosures of personal and corporate information; (b) transmitting or receiving malicious code via the insured's computer system; (c) denial of service attacks or the inability to access websites or computer systems.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

(x) Property Insurance

Property Insurance covering any loss or damage to the State-owned office space used by Contractor for any reason under this Contract, and the State-owned 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 State must be endorsed on the policy as a loss payee as its interests appear.

2.13.2 SUBCONTRACTOR INSURANCE COVERAGE

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.13.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

2.13.3 CERTIFICATES OF INSURANCE

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 of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds as required. The Contractor must provide DTMB-Procurement with all applicable certificates of insurance verifying insurance coverage or providing, if approved, satisfactory evidence of self-insurance as required in Section 2.13.1, Liability Insurance. Each certificate must be on the standard "Accord" form or equivalent and MUST IDENTIFY THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER.

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law, Contractor must indemnify, defend and hold harmless the State from all 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), for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights that are attributable to the negligence or tortious acts of the Contractor, or any of its employees, officers, agents or subcontractors, in the performance of work under this Contract; provided, however, Contractor shall not be liable for claims arising out of the sole negligence or willful misconduct of the State, or for actions taken in reasonable reliance on the written instructions of an authorized representative of the State..

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 equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service 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 equipment, software, commodity, or service, or its operation, 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 equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service 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 with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

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 before the State receiving Contractor's Notice of Election, 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 obtain the prior written approval of the State before 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 are not 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 50% 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, then 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 60 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.

The State is obligated to pay the Contractor all (i) unpaid monthly subscription fees incurred prior to the effective date of termination and (ii) a lump sum early termination charge calculated as fifty percent (50%) of the remaining amount to be paid between the termination effective date and the expiration of the subscription term (i) if the State terminates this Contract ninety (90) days after commencement of training or (ii) if the State terminates the Contract after the Contractor successfully completes training at both State sites and the State grants final approval of the training, whichever comes first.

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 State, to the extent funds 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 State. 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 equipment, services, software, leases, 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.. These efforts must include, but are not limited to, those listed in **Section 2.150**.

Upon termination or expiration of this Agreement for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the "Transition Period"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Agreement to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Statement of Work rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "Transition Responsibilities"). The Term of this Agreement is automatically extended through the end of the Transition Period.

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 or following 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 State's data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. 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.

(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

A claim between the State and the Contractor is not subject to the provisions of Section 2.192, Informal Dispute Resolution, where a party makes a good faith determination that a breach of the Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress that a temporary restraining order or other 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.

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 agents in 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 is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. Contractor's maximum liability arising from the services performed under this Contract shall not exceed \$1,450,000.00. 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; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this 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 officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, 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.
 - (3) Contractor shall also notify DTMB-Procurement within 30 days whenever changes to company affiliations occur.

2.232 CALL CENTER DISCLOSURE

Contractor and/or all subcontractors 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 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" 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 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) with Contractor to pay the difference in charges for up to three additional months. 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

The parties acknowledge that late or improper completion of the deliverable/milestone(s) will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the deliverable/milestone(s) and the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated damages in the amount of \$5,000.00 and an additional \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the deliverable/milestone(s). Such liquidated damages shall not exceed \$238,000.00. .

Unauthorized Removal of any Key Personnel

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.152**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the

amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

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 10 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 acts or omissions 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 and subject to Limitation of Liability charges; or (ii) 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 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 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 promptly 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. 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

The State owns all Deliverables, 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 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 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.

Upon the written request of the State during the term of this Contract, the Contractor will return the State's data to the State. Upon the termination or expiration of this Contract, the Contractor shall return the State's data to the State within thirty (30) days from receipt of the State's written instructions.

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.

CONTRACTOR'S OWNERSHIP, AND INTELLECTUAL PROPERTY RIGHTS

A. The Contractor's software ("Subscription Items") are, and shall at all times remain, the property of the Contractor or Contractor's third party licensors, and the State shall have no right, title or interest therein except as herein set forth. The Contractor has obtained a non-exclusive right and license from the Contractor's third party software licensor, to access, use and modify the third party software and any software updates and upgrades thereto solely for the performance of this Contract.

B. The State will limit the use of and access to the Subscription Items to the State's authorized users. The State shall take all reasonable steps to safeguard the Subscription Items and to ensure that no unauthorized persons have access to the Subscription Items and that no persons authorized to have such access shall take any action which would be prohibited by this Contract if taken by the State. The State shall promptly report to the Contractor any actual or suspected violation and shall take further steps as reasonably requested by the Contractor to prevent or remedy any such violation.

C. The State shall take commercially reasonable precautions to insure that the State and its representatives do not permit the Subscription Items to be used by any other organization. In the event of a disclosure to unauthorized parties, the State shall promptly inform the Contractor and shall assist in mitigating the effects of such disclosure and to pay any corresponding charges imposed by the Contractor.

D. This Contract prohibits the following by the State:

- (1) Any leasing, renting, sublicensing or other use of the Subscription Items by any third party, except as permitted by this Agreement;
- (2) Transmitting spam, viruses, disabling devices, or other harmful software code;
- (3) Mirroring the Subscription Items on a network;
- (4) Disrupting the Subscription Items;
- (5) Creating derivative works from the Subscription Items; or
- (6) Copying any ideas, features, functions, or graphics as may be embodied in the Subscription Items;

The State shall promptly respond to all reasonable inquiries by the Contractor concerning the State's compliance with the provisions of this Section 2.264.

2.270 State Standards

2.271 EXISTING TECHNOLOGY STANDARDS

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--.00.html>.

2.272 ACCEPTABLE USE POLICY

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---.00.html. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 SYSTEMS CHANGES

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.274 ELECTRONIC RECEIPT PROCESSING STANDARD

All electronic commerce applications that allow for electronic receipt of credit/debit card and electronic check (ACH) transactions must be processed via the Centralized Electronic Payment Authorization System (CEPAS).

2.280 Extended Purchasing Program

2.281 EXTENDED PURCHASING PROGRAM

The Contract will be extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon mutual written agreement between the State of Michigan and the Contractor, this Contract may be extended to (a) State of Michigan employees, or (b) other states (including governmental subdivisions and authorized entities).

If extended, the Contractor must supply all goods and services at the established Agreement prices and terms. The State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

The Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

2.290 Environmental Provision

2.291 ENVIRONMENTAL PROVISION

Energy Efficiency Purchasing Policy: The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy: The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials: For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.

- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Labeling: Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning: The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance: Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Deliverables

2.301 SOFTWARE

A list of the items of software the State is required to purchase for executing the Contract is attached. The list includes all software required to complete the Contract and make the Deliverables operable. If any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice). The attachment also identifies certain items of software to be provided by the State.

2.302 HARDWARE - RESERVED

2.310 Software Warranties

2.311 PERFORMANCE WARRANTY

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

2.312 NO SURREPTITIOUS CODE WARRANTY

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

2.313 CALENDAR WARRANTY

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.314 THIRD-PARTY SOFTWARE WARRANTY

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

2.315 PHYSICAL MEDIA WARRANTY

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.320 Software Licensing

2.321 CROSS-LICENSE, DELIVERABLES AND DERIVATIVE WORK, LICENSE TO CONTRACTOR

The State grants to the Contractor, a perpetual, royalty-free, world-wide, non-exclusive, irrevocable, sublicensable and transferable right and license to any Deliverable and/or Derivative Work now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and/or Derivative Work and exercise its full rights in the Deliverables and/or Derivative Work, including, without limitation, the right to make, have made, use, transfer, license, sell, support, modify, create further Derivative Works and the right to use, maintain, copy, edit and make changes to the source code of the Deliverables or Derivative Works for Contractor's own products and services based on or incorporating such Deliverables and/or Derivative Work.

2.322 SURVIVAL

The license granted pursuant to Section 2.321 above shall survive the expiration or termination of this Agreement.

Glossary

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means 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.
Audit Period	See Section 2.110
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 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
Derivative Work	Means any modification, addition, upgrade, update, or improvement of the Software and any other work constituting a derivative work under the United States Copyright Act, 17 U.S.C. Section 101, et seq.
DTMB	Michigan Department of Technology, Management and Budget
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.
Excusable Failure	See Section 2.244.
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).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
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.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Reuse	Using a product or component of municipal solid waste in its original form more

	than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
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.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	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.
Veterans Home	In this context it means either the Grand Rapids Home for Veterans or the D.J. Jacobetti Home for Veterans or both.
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.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
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.

Attachment 1 – Interfaces/Reports/Data Translation

AccuCare

Summary

AccuCare is the current medical records package at the Grand Rapids Home for Veterans. This product is no longer being sold and will not be supported by Accu-Med after March 31st, 2014.

Accucare uses a Borland Interbase Server to house its data. The data can be accessed using Borland's Interbase drivers for Windows XP. Borland no longer exists as it once did and the database technology has been sold off to Embarcadero. The Interbase drivers do not work on Windows 7 and above but we have had success utilizing Mozilla's Firebird drivers to query and update the database.

Reports

One of the major reports provided by AccuCare is the Federal MDS 3.0 report. This report takes into account several factors and follows the federal CMS guidelines that can be found at this website:

<http://www.cms.gov/Medicare/Quality-Initiatives-Patient-Assessment-Instruments/NursingHomeQualityInits/NHQIMDS30TechnicalInformation.html>

This is critical to the GRHV and Jacobetti Home for Veterans funding.

Data Translation

Contractor and the State will share each other's data schema's to determine which data elements can be imported from the State's current software applications to the Contractor's application database. Contractor will use all available tools it currently has to import data. Other data imports may need to be developed by the Contractor as needed by the State, at additional cost upon, mutual written agreement between the Contractor and the State.

Attachments

Please see the following SQL script that can be used to recreate the complete structure of the Accucare Database:

AC_6_6_0_SNF_only.sql

MDI Achieve

Summary

Achieve is the current medical records package at the Dominic Jacobetti Home for Veterans. It uses an MS-SQL based backend.

Reports

As with AccuCare the main report that is used to fund a major portion of the Homes operation is the MDS report.

Data Translation

Contractor and the State will share each other's data schema's to determine which data elements can be imported from the State's current software applications to the Contractor's application database. Contractor will use all available tools it currently has to import data. Other data imports may need to be developed by the Contractor as needed by the State, at additional cost upon, mutual written agreement between the Contractor and the State.

Attachments

Database definition script:

MedicalInformation.sql

Pyxis Medstation

Summary

Two Pyxis Medstations are currently installed at the home. They are controlled by an on-site server that is maintained by Pyxis. The Medstations are used to dispense medications when the Pharmacy isn't open.

<http://www.carefusion.com/medical-products/medication-management/medication-technologies/pyxis-medstation-system.aspx>

No integration has been requested.

Reports

None

Data Translation

None

Attachments

None

QS/1 Primecare

Summary

<http://www.qs1.com/products/long-term-care/primecare/>

QS/1 Primecare is the current pharmacy management system. It will continue to be the pharmacy management system in the future as well. GRHV and Jacobetti are requesting that the new EMR package supply ADT information via an HL7 interface.

GRHV uses a hosted solution that runs from QS/1's South Carolina data center.

Jacobetti currently uses an on-site QS/1 pharmacy server.

From QS1's Website:

Industry-standard HL7 Interfaces

Using QS/1's real time and batch mode interfaces and industry standard HL7, interfaces to connect to automated dispensing systems, counting and packaging machines, ADT systems, billing systems, e-prescribe networks and many other productivity tools.

Reports

All reports are contained within Primecare. QS/1 is not being replaced so no reports will be needed from the EMR vendor

Data Translation

No data translation services are required.

GeriMenu/GeriCard

Summary

GeriMenu and GeriCard are the two software packages used to manage the kitchen services at the Grand Rapids Home for Veterans and the Jacobetti Home for Veterans, respectively.

Both packages will still be used after the EMR upgrade and both support an HL7 interface. Each home would like the EMR to be able to push general member information to the application. This will remove the need to double enter a members information when they are admitted.

Reports

None

Data Translation

None

Attachments

None

Add-On Financial

Summary

Add-On is a financial package that the home uses to run its bank and all financial services. It is made by Accu-Med, and like AccuCare, will no longer be supported. The version that GRHV uses is written in Business Basic and the data is saved in files and not a database server.

Reports/Outputs

Several reports need to be generated. The requirements for those reports are detailed in the Business Requirements

Specifically:

32.2.1

33.1 Listing Assets and Expenses for a member

33.2 Audit report for member financial transactions

33.3 Member Balance

35.0 Member Billing Statement

36.1 Daily Balance Report

39.1.1 Payment Receipt

54.0 Print Checks

54.6 Pre-printed checks

56.3.1 Payment Information for medical bill payments

65.0 Monthly Member Statements

65.3 Items to include in member statements

68.0 Monthly Billing Statements

72.0 Member Statements

Resident Trust Account

Deferred Trust Account

Escrow Trust Account

Assessment and per diem

Assessment and per diem history

79.0 Tobacco Card Purchase Receipt

80.0 Printed copy of signed beverage card purchase receipt

85.0 Daily Transaction Records

Data Translation

Contractor and the State will share each other's data schema's to determine which data elements can be imported from the State's current software applications to the Contractor's application database. Contractor will use all available tools it currently has to import data. Other data imports may need to be developed by the Contractor as needed by the State, at additional cost upon, mutual written agreement between the Contractor and the State.

All financial information will need to be exported and loaded into the new EMR package.

Attachments

None

Jacobetti Custom Financial Program

Summary

The Jacobetti Home for Veterans currently uses a DTMB programmed application for their financial package. The data is housed in a MS-SQL database. The requirements for the financial application are detailed in the business requirements.

Data Translation

Contractor and the State will share each other's data schema's to determine which data elements can be imported from the State's current software applications to the Contractor's application database. Contractor will use all available tools it currently has to import data. Other data imports may need to be developed by the Contractor as needed by the State, at additional cost upon, mutual written agreement between the Contractor and the State.

Attachments

The current database format can be recreated using the following attached sql script:

JacobettiFinance.sql

State Home Report/Census

Summary

The State Home Report is used to obtain reimbursement from the Federal VA. It is a report that is generated by examining the AccuCare database and determining who was at the home and what days they were present. This procedure populates an Excel spreadsheet that is forwarded to the Federal VA

Data Translation

None

Attachments

Excel Spreadsheet: State Home Report.xls

Appointment Scheduling Summary

The appointment scheduling program is used to schedule outside clinics for the members. It uses an Access database front end with a MS SQL Server backend. The data consists of information such as:

- o Member Name
- o Appointment Type
- o Date of Appointment
- o Clinic Location
- o Notes

Reports

The main report will detail a members appointment according to the criteria selected. A sample criteria selection screen is displayed:

Member Appointments

Dates

Start Date: Unbound

Stop Date: Unbound

Nursing Unit

1 Red 2 North 1 Rankin
 2 Red 3 North 2 Rankin
 3 Red 4 North 3 Rankin
 1 Blue 2 South 1 Main
 2 Blue 3 South All
 3 Blue 4 South

To view an individual Member's appointments, enter a start/end date, select ResidentID and click on Individual Appointments

Resident: Unbound

Individual Appointments

Report

Clinic Appointments
 Doctor Appointments
 All Appointments

Preview **Print Option** Print

Un

Print Report

Close Form

Notice that the report can be broken down by individual member, nursing units, type of appointment, and is also for a definable date range.

A sample report definition file is shown:

Grand Rapids Home for Veterans				=[Page]
All Clinic Appointments All Units				
Generalreports].[Form]![StartDate] & " thru " & [Forms]![frmGeneralReports].[For				
Privacy of Individually Identifiable Health Information: 164.502 (b) 2.				
When using or disclosing protected health information or when requesting protected health information from another covered entity, a covered entity must make reasonable efforts to limit protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.				
Detail				
Name:	Name	Unit:	Unit	Date: AppointmentE
Time:	Appoi	Clinic:	Clinic	Mode: TransportationN
Location:	Location	<input checked="" type="checkbox"/>	Chart Needed	
Remarks:	Remarks			

Data Translation

All data will need to be transferred from this database to the EMR package. Attachments

Access Database: appointments.accdb

Access Database Reports

Summary

Several Access Database reports are leveraged on a daily basis. The reports cover things from daily admissions, discharges, and transfers, member contacts, DPOA information, contact labels, insurance information, etc.

Data Translation

Data will need to be transferred out of the current databases to the new EMR. Most of the information is covered in the Accucare Database, but some information is only in the Access Databases. This includes programs like the current waiting list, member flow sheets, and contact labels.

Attachment 2 – Cost Table

Table 1: Project Cost Summary for Both DMVA Homes

No.	Project Cost(s)	Total Cost (\$)	15% Holdback Cost (\$)	Net Cost (\$)	Comments
A.	Project Planning Services Give breakdown in Table 3	\$52,200	\$7,830	\$44,370	
B.	Requirements Validation Services Give breakdown in Table 3	\$23,400	\$3,510	\$19,890	
C.	Customization Services	\$367,900	\$55,185	\$312,715	
D.	Configuration/Construction Services Give breakdown in Table 3	\$16,650	\$2,497.50	\$14,152.50	
E.	Implementation Services Give breakdown in Table 3	\$66,150	\$9,922.50	\$56,227.50	
F.	Training and Transition Services Give breakdown in Table 3	\$135,000	\$20,250	\$114,750	
G.	Additional Documentation Give breakdown in Table 3	\$22,500	\$3,375	\$19,125	
H.	Recurring Annual Costs - Including Software License(s) and Maintenance and Support and Hosting Give breakdown in Table 4	\$766,200			
	Total Project Cost	\$1,450,000.00	\$102,570.00	\$581,230.00	

Note: The above amounts will be subject to hold back as referenced to Section 1.602.. Supplemental Services Rate Card is excluding from the Project Cost Summary table as these costs are unknown. The 15% hold back payment will be made after the State has granted Final Acceptance of the Performance Warranty Period.

Table 2: EMR Solution Services and Deliverables Costs

No	Milestone Event	Milestone Deliverable(s)	Resources Required	Total # of hours	Total cost (\$)	Comments
B.	Project Planning/ Monitoring Services	Create Risk Mgmt Plan Format/Deliver Final Project Plan Complete Project Plan: 120 hrs. Kickoff Meeting: 40 hours Assigning Resources: 20 hours Setup Method for weekly status/reporting: 20 hours Setup Method for issue mgmt., change mgmt. and create risk mgmt.: 80 hours	1	280	\$25,200	Estimated hours x rate
		Monthly Performance and Reporting Review Monthly Performance and Reporting Review: 3 months at 80 hours, 2 months at 60 hours	1	300	\$27,000	Estimated hours x rate
C.	Requirements Validation Services	Onsite visit for demonstration and master file discussion Onsite Visit by PM, SME's and Trainers: 160 hours	4	160	\$14,400	Estimated hours x rate
		Create and deliver requirements matrix Create and deliver requirements matrix: SME's and Trainers: 100 hours	4	100	\$9,000	Estimated hours x rate

No	Milestone Event	Milestone Deliverable(s)	Resources Required	Total # of hours	Total cost (\$)	Comments
D.	Customization Services	<p>Deliver Business Requirement Enhancements</p> <p>Create a trigger from Prospects to notify staff of upcoming admission—60 hrs Create custom Financial Worksheet including the calculation of Medical Escrow account and ability to digitally sign worksheet—240 hours Add security on the Apply & Validate buttons on Batch Cash Receipts—24 hrs Add ability to approve adjustments prior to posting—60 hours Add ability to print checks from Funds—240 hours Allow for the Transfer from one Fund to another: Such as from member Medical Escrow account to Home Medical Escrow account—60 hours Add electronic signature for withdrawals from Funds—240 hours Add electronic signature using a signature pad to specific areas such as the member contract, the Treatment plan, and Care Plan conference—100 hrs Additional triggers needed in eAssignments as described in 103.4—160 hours Add Event Tracking to UDA—320 hours Include a body figure in UDA templates that can be used to indicate physical anatomy location—100 hours Add Pain as a Vital Parameter – 60 hours Allow Care Plan problem/goal/intervention dates to be future and/or past—100 hours Add the ability to use a Proxy Reader for eCharting—100 hours Create custom Veterans Referral form (VHA-10-0415-fill.pdf) report—100 hrs Create custom HL7 interface with CRM for the Marketing module—36 hours</p>	TBD	2000	\$129,475	See note below

No	Milestone Event	Milestone Deliverable(s)	Resources Required	Total # of hours	Total cost (\$)	Comments
		<p>Deliver Scheduling Module Payment: 1. Deliver Spec -15% 2. Client Accepts Spec -15% 3. Deliver System for Acceptance Testing -30% 4. Client Accepts System -40% Payment is subject to a 15% hold back</p> <p>The Scheduling application will provide a quick and efficient way to schedule resident's appointments for physician visits, facility staff, equipment, resources, and transportation. It generates reports that can be used by staff to prepare for the resident's appointments.</p> <p>NTT DATA Scheduling module will include:</p> <ul style="list-style-type: none"> • Ability to create master tables to save time when scheduling – resources and appointment types can be chosen from menus <ul style="list-style-type: none"> ○ Define different types of resources, such as shuttle van driver, CNA, conference rooms that are needed for the appointment. Ability to activate/inactivate resources ○ Define Appointment types, such as doctor visit, group activity, room reservation • Create appointments, such as for one resident requiring multiple resources, and for multiple residents requiring one or more resources <ul style="list-style-type: none"> ○ Allow for recurring appointments ○ Allow for cancel/reschedule feature ○ Include a free text section for comments • View/print reports for appointments with filters for appointment type, resource type, selected resources, selected residents, nursing unit, and date range. Reports can serve as reminders and be shared with the resident/family, resource staff, and nurses stations • Allow for a calendar view • Future integrations <ul style="list-style-type: none"> ○ eAssignments ○ Outlook or other email system ○ Individual resource availability like a Staff Scheduling program—6,000 hours 	TBD	6000	\$238,425.00	Customization Services to be invoiced based on mutually agreed milestones as suggest in Deliver Schedule listed in the Milestone Deliverable (s) box to the left
E.	Configuration/ Construction Services	<p>Complete master file setup for clinical Create and complete required configuration – clinical: 95 hours</p>	2	95	\$8,550	Estimated hours x rate

No	Milestone Event	Milestone Deliverable(s)	Resources Required	Total # of hours	Total cost (\$)	Comments
		Complete master file setup for accounting Create and complete required configurations – acct: 90 hours	2	90	\$8,100	Estimated hours x rate
F.	Implementation Services	Data Migration				
		Data migrated and tested	2	150	\$13,500	Estimated hours x rate
		Interfaces				
		Pharmacy (current Vendor is QS1, HL7 Compliant)	1	75	\$6,750	Estimated hours x rate
		Pyxis Medstation (HL7 Compliant)	1	75	\$6,750	Estimated hours x rate
		GeriMenu (GeriMenu HL7 Compliant)	1	75	\$6,750	Estimated hours x rate
		Testing				
		Completion of business and clinical monthly cycle	2	200	\$18,000	Estimated hours x rate
		Post Go-Live	2	80	\$7,200	Estimated hours x rate
		Performance Warranty Period	2	80	\$7,200	Estimated hours x rate
G.	Training and Transition Services	Train-the-Trainer training	2	400	\$36,000	Estimated hours x rate
		Technical training	1	40	\$3,600	Estimated hours x rate
		End User training:	2	800	\$72,000	Estimated hours x rate
		Online access to training	2	60	\$5,400	Estimated hours x rate
		Training Documentation Training guides and online eLearning sessions are at no cost to the State.	2	200	\$18,000	Estimated hours x rate
H.	Additional Documentation	User manuals	2	40	\$3,600	Estimated hours x rate
		Technical manuals	1	40	\$3,600	Estimated hours x rate

No	Milestone Event	Milestone Deliverable(s)	Resources Required	Total # of hours	Total cost (\$)	Comments
		<p>Additional Documentation (List): User manuals: Modifying the existing User Manuals to meet the specifications of SOM/DMVA—40 hours</p> <p>Technical manuals: Modifying the existing Technical manuals to meet the specifications of SOM/DMVA—40 hours</p> <p>Additional documentation:</p> <ul style="list-style-type: none"> • Creating Use cases/test scripts for them to use during Training/Acceptance—100 hours • Create documents on how the data was migrated—60 hours • Add the ability to deliver 3 previous sets of Release Documentation with each release—10 hours 	2	170	\$15,300	Estimated hours x rate

Table 4: EMR Recurring Annual Costs- Including Software License(s), Maintenance and Support and Hosting
 The licenses provided by the contractor must be sufficient for the State’s two (2) veteran’s homes and the solution must have the capability to expand if necessary.

Note:
Total User count estimates: 700

No.	Recurring Annual Costs	Total Number of License(s)	Total Annual Cost (\$)					Total Cost (\$)	Comments
			Year 1	Year 2	Year 3	Year 4	Year 5		
I.	Software License Costs (list):								Costs will commence upon delivery to Test Environment and be paid monthly
	1.NetSolutions	2	\$143040	\$143040	\$143040	\$143040	\$143040	\$715200	
	Third Party Software (List):								
	1.Therapute	2	\$7200	\$7200	\$7200	\$7200	\$7200	\$36000	
	2.eResults	2	\$3000	\$3000	\$3000	\$3000	\$3000	\$15000	
	Software Maintenance and Support and Hosting Cost (includes helpdesk, technical and release management support)		\$	\$	\$	\$	\$	\$	Included in the price above

Table 5: EMR Supplemental Services

All supplemental services are provided at a blended rate of \$90.00 per hour.

The State intends to establish funding for a reserve bank over the five-year life of contract. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.

1. DTMB is not obligated to execute a contract for Supplemental Services. If the State chooses to use Supplemental Services, all hours should be billed monthly at actual hours utilizing the quoted firm fixed hourly rates or on completion and acceptance of specified deliverables or milestones agreed upon by the State.
2. It is the State's discretion to estimate the Contract value for the Contract.

Attachment 3 – Key Personnel Resume Template

Proposed Resource Name:	Jillene Katz
Proposed Classification:	Project Manager
Key Personnel:	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
If resource is associated with a subcontractor, provide name of company:	
Percentage of time resource will be allocated to project:	50%

Required Skills	Contractor's Response
<p><i>5 years of experience managing application development and implementation projects of similar size and scope of this RFP.</i></p>	<p>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: This is true for implementation projects only.</p> <p>Name of project(s) and year(s) experience was obtained: Most recent: Long Beach Memorial 2011 Dunlap Hospital 2011 Evangelical Hospital 2011-2012 Phoenixville Hospital 2011 Hocking Valley Hospital 2011-2012 Parkview Hospital 2011 Laredo Hospital 2011-2012 Easton Hospital 2012 Capital Health 2011-2012 Pottstown Memorial 2012-2013 Chestnut Hill Hospital 2013 CareOne LTACH 2013</p>
<p><i>5 years of experience in medical records industry implementing data management and support tools.</i></p>	<p>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: Have 20+ years of experience in the Health Care field and 13+ years of experience implementing clinical applications in the IT world.</p> <p>Name of project(s) and year(s) experience was obtained: Most recent: Long Beach Memorial 2011 Dunlap Hospital 2011 Evangelical Hospital 2011-2012 Phoenixville Hospital 2011 Hocking Valley Hospital 2011-2012</p>

	<p>Parkview Hospital 2011 Laredo Hospital 2011-2012 Easton Hospital 2012 Capital Health 2011-2012 Pottstown Memorial 2012-2013 Chestnut Hill Hospital 2013 CareOne LTACH 2013</p>
<p><i>2 years of experience in managing a project using the vendor's proposed solution.</i></p>	<p>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: Successfully brought three LTACHs for CareOne, live on clinical documentation and order entry in 2013. This was phase one, and am currently Project Managing their Phase two, which is Results Reporting, Pharmacy, CPOE and eMar.</p> <p>Name of project(s) and year(s) experience was obtained: CareOne LTACHs – 2013 - present</p>
<p><i>Education: Minimum 32 semester credit hours in an IT related field.</i></p>	<p>Does resource have this required skill?: Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/> <i>Example: Masters Degree in Computer Science – see Education information below.</i></p>
<p><i>Certification: IT Professional certification or 5 years of technical experience within an IT related field.</i></p>	<p>Does resource have this required skill?: Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/> <i>If yes, provide copy of certification or verification of work experience.</i></p>

EDUCATION

Education		
Degree (i.e., Ph.D., Masters, Bachelor's)	None	Year Completed:
Program	Major(s) area of study:	Minor area of study:
University		

Additional Education		
Degree (i.e., Ph.D., Masters, Bachelor's)		Year Completed:
Program	Major(s) area of study:	Minor area of study:
University		

TRAINING – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	Springbok PMP Course
Topic	Project Management
Date taken	2010

Certifications/Affiliations	
Name	Project Management Professional
Topic/Description	PMP Certification – Project Management Institute
Date completed	2010

The Bidder must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project.

Proposed Resource Name:	Chris Metzger
Proposed Classification:	Technical Lead
Key Personnel:	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
If resource is associated with a subcontractor provide name of company:	
Percentage of time resource will be allocated to project:	20%

Required Skills	Bidder's Response
<i>3 years of experience in supporting the management of large contracts, and being the technical lead for support issues in information systems contracts of similar size.</i>	<p>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: Currently serving as Technical Services Manager and Cloud Architect for our Hosted Platform. Original designer and architect of the Platform.</p> <p>Name of project(s) and year(s) experience was obtained: 3+ years NTTDATA LTC Hosted Platform</p>
<i>3 years of experience as the focal point for coordinating communications with technical staff, including maintaining a communications plan and facilitating dispute resolution.</i>	<p>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: Technical Implementation Specialist for product installation and implementation.</p> <p>Name of project(s) and year(s) experience was obtained: 3 years – NTTDATA LTC</p>
<i>2 years of experience with electronic medical record contract management and communication of contract performance as related to terms and conditions.</i>	<p>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: Currently serving as Technical Services Manager and Cloud Architect for our Hosted Platform. Original designer and architect of the Platform. Extensive experience in the medical records field.</p> <p>Name of project(s) and year(s) experience was obtained: 3+ years NTTDATA LTC Hosted Platform</p>
<i>2 years of experience in working with federal and/or state government entities.</i>	<p>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: Currently serving as Technical Services Manager and Cloud Architect for our Hosted Platform. Previously the Technical Implementation Specialist for product installation and implementation. Both positions require(d) interaction with county and state-level government entities.</p> <p>Name of project(s) and year(s) experience was obtained: 6+ years – NTTDATA LTC</p>
<i>Education: Bachelor's degree or equivalent work experience.</i>	<p>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><i>If education is based on previous work experience, please elaborate on that work experience.</i></p> <p>Education is based on work experience. Resource has 20+ years professional IT experience most of which has been spent in medical records but also includes work as an employee of a state government agency.</p>

EDUCATION

Education		
Degree (i.e. PhD, Master's, Bachelor's)	None	Year Completed:
Program	Major(s) area of study:	Minor area of study:
University		

TRAINING – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	CISSP (most recent)
Topic	<i>(include credit hours if applicable)</i> 40 hours
Date taken	2012

Certifications/Affiliations	
Name	Many and various
Topic/Description	IT certifications including Microsoft as well as other IT vendors
Date completed	Multiple dates – year 1998 forward

The Contractor must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the bidder/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the bidder must provide a letter signed by the State Project Manager releasing the individual from the project.

Proposed Resource Name:	Sue Friesth
Proposed Classification:	Training Lead
Key Personnel:	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
If resource is associated with a subcontractor provide name of company:	
Percentage of time resource will be allocated to project:	40%

Required Skills	Bidder's Response
<i>3 years of experience being the training lead for information systems contracts of similar size and scope.</i>	<p>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: Multiple projects over 15 years being training lead for clients with 2 or more facilities.</p> <p>Name of project(s) and year(s) experience was obtained: Multiple projects 1999-2014</p>
<i>3 years of experience as the focal point for conducting train-the-trainer instruction and managing other instructors.</i>	<p>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: Multiple projects over 15 years conducting train-the-trainer instruction for clients. Implementation Manager for 11 years</p> <p>Name of project(s) and year(s) experience was obtained: Multiple projects 1999-2014 Implementation Manager 2003-2014</p>
<i>2 years of experience with electronic medical record contract management and communication of contract performance as related to terms and conditions.</i>	<p>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Multiple projects over 15 years.</p> <p>Name of project(s) and year(s) experience was obtained: Multiple projects 1999-2014</p>
<i>2 years of experience in working with federal and/or state government entities.</i>	<p>Does resource have this required skill?: Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>Education: Bachelor's degree or</i>	Does resource have this required skill?: Yes

<i>equivalent work experience.</i>	<input checked="" type="checkbox"/> or No <input type="checkbox"/> <i>If education is based on previous work experience, please elaborate on that work experience.</i>
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EDUCATION

Education		
Degree (i.e. PhD, Master's, Bachelor's)	Bachelor of Arts	Year Completed: 1985
Program	Major(s) area of study: Accounting	Minor area of study: Computer Science
University	St Ambrose University, Davenport, IA	

The Contractor must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the bidder/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the bidder must provide a letter signed by the State Project Manager releasing the individual from the project.

Attachment 4 – EASA Worksheet

Select all that apply ✓ (vendor complete)	Enterprise Architecture Solution Assessment	
	Architecture Overview (vendor version)	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
1	Server/Application Hosting	Comments
✓	Internally Hosted	
✓	Externally Hosted	
	Internally & Externally Hosted	
2	User Interface Type	Comments (e.g. version or release)
✓	Browser	IE 9 , 10, 11
	Citrix	
	Client	
	Mobile Browser	
	Mobile Client	
	Terminal	
	Other (explain =>)	
3	Supported Browsers (internet)	Comments
	IE 6.0+ (internet, intranet)	
	Firefox 3.0.x (internet)	
	Chrome 3.0 (internet)	
	Safari 4.x (internet)	
✓	Other (explain =>)	IE 9 minimum
4	Data Exchange Interface	Comments (e.g. version or release)
✓	EDI (industry protocol)	
✓	Flat File (private protocol)	
✓	Web Service	
✓	XML	
	Other (explain =>)	
5	System Access	Comments
✓	Internal (SOM only)	
	External (general public)	
✓	External (authorized)	Via https
✓	Mixed (internal-external)	
6	User Access	Comments
✓	Internet	Via https
✓	Intranet	If internally hosted
	Local Government (LGNet)	
✓	Public facing internet	Via https
✓	Kiosk terminal	POC only
	Vendor Net	
	VPN	
	Other (explain =>)	

(continued)

Select all that apply ✓ (vendor complete)	Enterprise Architecture Solution Assessment	
	Architecture Overview (continued)	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
7	Data Classification	Comments
	Non-sensitive	
✓	Sensitive w/ personal ID info	
	Sensitive w/ no personal ID info	
	Not classified	
	Other (explain =>)	
8	PCI-DSS Compliance Needed?	Comments
	Yes	
✓	No	
9	Data Audit Trail Implementation	Comments
✓	Application Code	
✓	Database Audit Files	
✓	Database Triggers	
✓	Stored Procedures	
	Other (explain =>)	
10	IT Services (Centers of Excellence)	Comments
✓	x86 Virtualization	
	Address Verification	
	Business Objects Reporting	
	Digital Electronic Gateway (DEG)	
	Extract Transform Load (ETL)	
	Citrix Virtualization	
11	Enterprise Data Storage	Comments
	<10GB (small)	
✓	10GB-500GB (medium)	
	500GB - 4TB (large)	
	>4TB (x-large)	
12	Database (RDBMS)	Comments
✓	MS SQL Server 2008	
	MySQL 5.1	
	Oracle 11g	
	TeraData TD 13.0	
	Other (explain =>)	

(continued)

Select all that apply ✓ (vendor complete)	Enterprise Architecture Solution Assessment	
	Architecture Overview (continued)	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
13	Database Modeling Tools	Comments
	Erwin 7.x, 8x	
✓	MSSQL Server Mgmt Studio (match db)	
	MySQL Workbench (match db)	
	Oracle Designer (match db)	
	TeraData Utilities (match db)	
	Other (explain =>)	
14	Development Framework	Comments
✓	.NET Framework 3.5, 4.0	
	Java J2EE 5.x, 6x	
	Other (explain =>)	
15	Development Platform	Comments
	Eclipse 3.x, 4.x	
	Hibernate 3.x	
	IBM Websphere Integration Dev 6.x, 7.x	
	Microsoft SilverLight Expression (match VS)	
	Microsoft Team Foundation System 2010	
✓	Microsoft Visual Studio 2008, 2010	VS 2013
	Oracle JDeveloper 11g	
	Spring 2.5	
	Struts 2.x	
	XML Spy 2010	
	Other (explain =>)	
16	Development Language	Comments
✓	ASP .NET 2008, 2010	2013 for 4.0 Framework
✓	CSS Level 3	
✓	Microsoft C#	
✓	Microsoft VB.Net	
	Java	
✓	JavaScript	
	JDK 6.x, 7x	
	PHP 5.3.x	
	Other (explain =>)	
(continued)		

Select all that apply ✓ (vendor complete)	Enterprise Architecture Solution Assessment	
	Architecture Overview (continued)	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
17	Markup languages	Comments
✓	HTML 4 & 5	
✓	XML Schema 1.1	
✓	XSLT 2.0	
	XHTML 2.0	
18	Presentation (Web) Server	Comments
	Apache HTTPD 2.x	
	IBM Websphere IHS (match app svr)	
✓	Microsoft IIS 7.0	
	Other (explain =>)	
19	Application Server	Comments
✓	.NET Framework 3.5, 4.0	
	Apache Tomcat 7.x	
	IBM WebSphere 7.0, 8.0	
	JBoss 5.x, 6	
	Other (Explain)	
20	HW Platform	Comments
✓	Dell	x86
✓	HP	X86
	Sun	
	Unisys Mainframe	
✓	x86 Virtualization	
	Other (explain =>)	
21	Server OS	Comments
	Linux Redhat Enterprise Server 5.x, 6.x	
	Linux SUSE Enterprise 11.x	
✓	Microsoft Windows 2008	
	Unix HPUX 11i v3	
	Unix Sun Solaris 10.x, 11.x	
✓	VMWare vSphere 4, 5, VCD	
	Other (explain =>)	
(continued)		

Select all that apply ✓ (vendor complete)	Enterprise Architecture Solution Assessment	
	Architecture Overview (continued)	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
22	Document Management	Comments
	Captaris Alchemy 8.3	
	FileNet Content Services 5.4	
	FileNet Document Mgmt P8	
	HP Trim	
	MS SharePoint Server 2007 EE	
✓	Other (explain =>)	Internal eDoc application module
23	Centralized Printing	Comments
	DMB consolidated print center	
	Other (explain =>)	
24	Testing Tools	Comments
	Junit 4.x	
	LoadRunner 11.x	
	Microsoft Team Foundation System	
	Quick Test Pro 11.x	
	Selenium 1.x, 2.x	
✓	Other (explain =>)	
25	Identity Management (network)	Comments
✓	Active Directory 2008	
	Other (explain =>)	
26	Identity Management (application)	Comments
	IBM Tivoli SSO (TIM-TAM)	
✓	Microsoft Active Directory 2008	
	Other (explain =>)	
27	Project Management	Comments
	Clarity 12.x	
✓	MS Project 2007, 2010	
	Rational	
	Other (explain =>)	
(continued)		

Select all that apply ✓ (vendor complete)	Enterprise Architecture Solution Assessment	
	Architecture Overview (continued)	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
28	Requirements Gathering	Comments
	Compuware Optimal Trace 5.x	
✓	Microsoft Office	
	Microsoft Visio	
	SUITE/SEM templates	
	Rational Requisite	
	Serena Dimensions 2009 R1.x, 11.2	
✓	Other (explain =>)	Internal management and control system
29	Design Tools	Comments
✓	Microsoft Visio	
✓	MSSQL Server Mgmt Studio (match db)	
	Rational Rose	
	Serena Prototype Composer 2009, 2010	
	Other (explain =>)	
30	Version Control	Comments
✓	Microsoft Team Foundation System	
	Serena Dimensions (PVCS Mgr) 2009, 12.1	
	Subversion 1.6	
	Other (explain =>)	
31	Message Queuing	Comments
	Apache Active MQ 5.3	
	IBM Websphere MQ 6.x, 7.x	
✓	Other (explain =>)	Internal system function
32	Business Integration	Comments
	JBoss SOA	
	Websphere Message Broker 6.x, 7.x	
✓	Other (explain =>)	Point to point via web services
(continued)		

Select all that apply ✓ (vendor complete)	Enterprise Architecture Solution Assessment	
	Architecture Overview (continued)	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
33	Database Tools	Comments
	DBArtisan 8.6, 8.7	
	Infosphere Information Svr v8.1.x	
✓	MSSQL Server Mgmt Studio (match db)	
	MySQL Workbench (match db)	
	Oracle Developer Suite (match db)	
	Oracle Enterprise Manager (match db)	
	Oracle SQL Developer (match db)	
	Rapid SQL 7.6 & 7.7	
	TeraData Utilities (match db)	
	Toad 9.x & 10.x	
	Other (explain =>)	
34	Reporting Tools	Comments
	ActivePDF 2009	
	ActiveReports 4.0	
	Birt 3.7	
✓	Crystal Reports 2008	
	Crystal Xcelsius 2008	
	Crystal Reports for Eclipse	
	MSSQL Reporting Services (match db)	
	Oracle Reports (match db)	
✓	Other (explain =>)	Insight dashboard
35	End-User Tools	Comments
✓	Business Objects (BO) XI R2, 3.x, 4.x	
	Oracle Discoverer (match db)	
	Other (explain =>)	
36	Deployment Tools	Comments
	Microsoft Team Foundation System 2008	
	Serena Dimen.CM Mover 2009, 2.3, 12.1	
✓	Other (explain =>)	Internally developed
(continued)		

Select all that apply ✓ (vendor complete)	Enterprise Architecture Solution Assessment	
	Architecture Overview (continued)	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
37	Build Tools	Comments
	Apache Ant 1.7.x, 1.8.x	
	Apache Maven 2.2, 3.0	
✓	Microsoft Team Foundation System	
	Serena Dimensions CM Builder 2009 R1.x	
	Other (explain =>)	
38	Job Schedulers	Comments
	BL/Sched 5.0, 5.2	
	OpCon XPS 4.x, 5.x	
	Tidal Enterprise Scheduler 5.3.1 & 6.x	
	UC4 App Mgr 8.0	
	UC4 Op Mgr 6.0 & 8.0	
	Other (explain =>)	
39	GIS Technologies	Comments
	ArcIMS 9.3	
	ArcGIS Server 9.3	
	ArcSDE 9.3	
	Erdas ADE Rel. 2	
	ER Mapper Image Server 7.2	
	Oracle Spatial (match db)	
	Oracle MapView (match db)	
	Other (explain =>)	
40	Issue & Defect Tracking	Comments
	Bugzilla 3.2.5 & 3.4.2	
	BugTracker .Net 3.5	
	Clear Quest Chg Mgmt Suite 7.5	
	Microsoft Team Foundation System	
	Serena Mashup Composer 2009 R1.x	
✓	Other (describe =>)	Internally developed tracking system

Attachment 6 – Business Requirements

Reference separate document

Exhibit 1 – Subscription Schedule

Reference separate document

Exhibit 2 – NetSolutions Modules

NTT DATA will include the following modules and meet the requirements set forth in the Contract.

ADT – Admit Discharge Transfer

Centralizes resident and census information and shares it with financial and clinical applications. It tracks residents' location, status, census and information needed for billing. Its features include the ADT Snapshot, your online facesheet, where you can reach all resident data – clinical and financial. Scroll through for immediate answers, such as physician, next of kin, and payor. It offers ad hoc reporting to combine data in the EMR.

Accounts Receivable – Billing

A powerful and flexible system for managing resident accounts and for billing all LTPAC payors. It offers a cost-effective method of connecting facilities for centralized AR and Billing. AR-Billing's tools enhance revenue cycle management, providing an efficient process resulting in full and timely reimbursement and optimal cash flow. It offers in-depth retroactivity tools, one-touch billing, an optional 270/271 interface, and a readable report of electronically received messages such as the remittance advice.

Funds

An efficient way to provide a trust fund service to your residents. It simplifies the process of setting up and tracking residents' incoming and outgoing funds by automating interest allocation, bank reconciliation, petty cash and more.

Accounts Payable

NetSolutions™ Accounts Payable offers superior tools for maintaining vendor information, processing invoices, writing checks, generating 1099s, and monitoring cash requirements. With AP's Vendor Inquiry page you can answer any question on a vendor or invoice. Drill down to more information on a specific invoice, including check number, amount and date. An additional inquiry window shows an invoice history for a selected vendor.

Resident Assessment – MDS 3.0

Provides a logical and helpful interface for completing MDS 3.0 assessments as well as maximum ability to import and export data to MDS 3.0 assessments. It imports responses from NetSolutions applications for resident demographics, diagnoses, medications, ADLs, and from correlations with User-Defined Assessment templates. It imports ADLs from Point of Care and therapy days/minutes from Therapute, giving clinicians opportunity to review totals before entering. It exports data for CAAs, care plans, and billing. An interface is offered to export MDS data to MDS analysis specialists such as PointRight and eHDS.

Care Plan

Using MDS 3.0, CAAs, and two libraries of care plan language, the software provides an intuitive and efficient method for building a resident's individualized care plan as part of their electronic medical record (EMR). You begin a care plan by selecting from an online list of Suggested Problems. The problems are triggered by correlations between the NetSolutions MDS 3.0 Library, the resident's MDS 3.0 responses, CAAs, and diagnoses.

A **Vitals** feature is included for blood glucose level, weight, temperature, pulse, blood pressure, oxygen saturation, level of consciousness and respiration. With an optional interface, vitals captured with RosieConnect can be imported to the EMR.

Interdisciplinary Progress Notes

Online progress notes are a crucial part of an EMR – providing anytime anywhere access to your residents' latest information. It maintains the integrity of records while increasing their accessibility and reducing staff time. You can assign a category when you add a note. CAAs are already set up as categories; you can add other topics, such as MDS items. You can find notes using search criteria: date or span of dates, care plan problem number, type of note, and author.

Physician Orders

The center of the NetSolutions electronic medication management system. It increases efficiency and accuracy in the process of entering and maintaining orders in EMRs. Physician Orders shares medication and treatment orders with eCharting for the eMAR/eTAR, ePrescribing, and Clinical Decision Support. From the summary page you can view a list of resident's orders, add and edit orders, chart PRN order results, check drug interactions on demand, open the eMAR/eTAR, and order/re-order medications.

ePrescribing

Replaces trips to the fax machine to send pharmacy orders with electronic messages. It works in the background to handle the process invisibly by following your rules. Electronic messages are triggered automatically by software activity including new orders, reorders, discontinued orders and ADT/census transactions. The messages are sent via NCPDP script version 10.6.

Clinical Decision Support - Medications

By providing critical information on your residents' medications, NetSolutions Clinical Decision Support reduces risk of error. It gives you instant access to information on medications at order entry, medication administration, when discussing the medication with a resident, and when the resident discharges. This application includes:

- Black Box Warnings
- DrugPoints® including dosage, contraindications, warnings, interactions, adverse effects
- Clinical Teaching - items to discuss with patients during medication administration
- Drug Interactions. Anytime a new medication or allergy is entered in Physician Orders it is checked against all active medications, and findings are displayed.
- Patient Education - information written for the consumer

eCharting with eMAR/eTAR

Electronic Medication Administration Records (eMAR and eTAR) improve accuracy and efficiency in documenting medications, treatments, and vitals while making the information available to residents' EMR in real time. This software replaces end-of-month turnover. You can flag orders to require documentation at the time of delivery and for orders that are late, missed, held, or PRN.

eResults

With this interface you can see Laboratory and Radiology results in your NetSolutions system as soon as they arrive to the EMR. In addition to increasing efficiency in delivering results, the software uses the data to give you graphs and trending information.

Point-of-Care Charting

NetSolutions™ Point of Care (POC) software gives caregivers a more convenient way to chart care they deliver, increasing the quality and quantity of data. Better data, delivered in real time, results in improved quality of care and more accurate ADLs, a big part of MDS 3.0 and RUG-IV scoring. When multiple occurrences are recorded in a shift you can view all entries and strike occurrences supported by tools to record the reason, user, and date/time. POC runs on desktop PCs, Windows tablets and laptops, and wall-mounted kiosks.

User-Defined Assessments

Eliminates paper from your facility's worksheets, surveys, and assessments and puts the information in the EMR. It increases efficiency by exporting data in User-Defined Assessments (UDA) templates that have been correlated to MDS 3.0 items. MDS item responses are available to review and import as you complete an MDA. UDA includes 20 pre-loaded assessment templates, including those for Medicare Certifications and Recertification's. NetSolutions clients can share templates they've created by posting them on our clients-only Website.

eDocuments

Add files to a resident's electronic record and organize them for maximum efficiency. You can upload scanned documents such as lab results, prescriptions, and insurance cards; images and photos; electronic files attached to email; and Continuity of Care Documents (CCD) in XML as well as display in a readable format. The software provides a system that stores, indexes, accesses, and retrieves electronic documents imported to the resident's medical and financial records.

Quality Assurance with Incident and Infection Control Reporting

Includes modules for improving efficiency in the process for incident reporting and infection control. This module removes QA activities from residents' legal health records and keeps them separate in the Administrative Record. The Incident Report section is organized around a Summary page that lists resident incident reports with key clinical information displayed for reference. The software offers areas for notes and simplifies charting when possible by offering checkboxes for your responses. Infection Control

reports include entries in areas including: signs and symptoms, treatment information, reporting, resolution, and audit.

eAssignment & Messaging

Gives you triple value – it is an internal message system for improved internal communication, it manages tasks, and it works like a dashboard system, alerting you to changes in resident condition that need your attention. eAssignment scans the NetSolutions EMR for triggers of events such as infection type occurring, change in level of care, vitals beyond the resident's minimum/maximum, and when lab and x-ray tests are due. If an event triggers, an email is sent to you.

NetSolutions eAssignment adds electronic communication to your EMRs, replacing less efficient ways of reaching individuals and groups, working in different parts of the building, on different shifts, and whether you know their name or not. It's a complete system for assigning and managing tasks, including your own to-do list, with the ability to add dates, comments, sub-tasks, and completion status.

Insight Dashboard

Business intelligence software that gives LTPAC providers dashboards to visualize, monitor, and analyze information. Insight brings you Key Performance Indicators (KPIs) and alerts, both clinical and financial. Your dashboard can be up quickly because NTT DATA staff did the background work, building the KPIs based on our experience and with input from LTPAC providers like you. We keep the contents current with LTPAC needs, such as KPIs for hospital readmissions (at 30 days, and beyond 30 days), and use of antipsychotic medications.

Therapute Interface

Therapute is a complete system for managing therapy in LTPAC. Updated for the latest MDS, RUG, and therapy payment changes, you can rely on it to track and notify you of important dates for COT OMRAs, Manual Medical Review (\$3700 threshold), support requirements for G-codes and modifiers on Part B claims. It gives therapists a quick way to enter data, and estimate RUG-IV scores based on therapy minutes. Therapute exports therapy days and minutes to NetSolutions MDS 3.0.

HL7 Interface

With the NetSolutions HL7 Interface your computer system can communicate with other systems, such as that of a hospital, and vendors such as a pharmacy, lab, and dietary systems. HL7 is an ANSI-approved American National Standard, developed to facilitate the exchange of key sets of clinical and administrative information between healthcare applications. HL7 provides a framework of record formats that specify the implementation of interfaces between different computer applications for events ranging from ADT, to results reporting, to care planning. The communications interface between the systems is TCP/IP. Other communications protocols will be supported as needed.

MDS External Analysis Interface

MDS Analysis companies analyze the data in your MDS 3.0 files for clinical consistency, to alert you to possible issues, and to provide trending information. They use different calculations than the audit function in your NetSolutions MDS 3.0 software. NTT DATA's interface offers a one-step connection from our MDS 3.0 software to the MDS analysis vendors. You purchase the interface from NTT DATA and purchase the analysis product directly from the vendor.

Payment for Medicare Part A, and for Medicaid in many states, is determined by scores calculated using MDS data. These vendors' software can help assure appropriate payment with a variety of tools. NTT DATA currently offers interfaces with MDS Intelligence from Cerner Resource Systems, PointRight, Team TSI, and eHealth Data Solutions.

Meal tracker Interface

MealTracker is easy-to-use tool that ensures your cycle menu is executed with the original nutrition, cost, and dietary control it was designed to deliver. MealTracker Direct includes two complete menu cycles with therapeutic diets (optional use). It features individual tray tickets, 3500 scalable recipes, and information on caloric, protein, and fluid requirements. With the interface between MealTracker and NetSolutions, users can export resident demographic information from NetSolutions to MealTracker to increase efficiency and accuracy.

System Control

Gives you control of security functions and access to your NetSolutions system. Users with system manager authority can access and edit all information on the following pages. The Users page controls setup, activation/inactivation, and Auto Login information for each user. The Groups page enables you to create user groups and authorize them for Auto Login. Enterprise Login page enables you to assign permission to users and groups for logging into specific databases in your system.

NetSolutions Scheduling

This Scheduling application will provide a quick and efficient way to schedule resident's appointments for physician visits, facility staff, equipment, resources, and transportation. It generates reports that can be used by staff to prepare for the resident's appointments.

- Ability to create master tables to save time when scheduling – resources and appointment types can be chosen from menus
 - Define different types of resources, such as shuttle van driver, CNA, conference rooms that are needed for the appointment. Ability to activate/inactivate resources

- Define Appointment types, such as doctor visit, group activity, room reservation
- Create appointments, such as for one resident requiring multiple resources, and for multiple residents requiring one or more resources
 - Allow for recurring appointments
 - Allow for cancel/reschedule feature
 - Include a free text section for comments
- View/print reports for appointments with filters for appointment type, resource type, selected resources, selected residents, nursing unit, and date range. Reports can serve as reminders and be shared with the resident/family, resource staff, and nurses stations
- Allow for a calendar view
- Future integrations
 - eAssignments
 - Outlook or other email system
 - Individual resource availability like a Staff Scheduling program

ATTACHMENT 6

DMVA EMBRS GR-JAC REQUIREMENTS WORKSHEET

NTT DATA Long Term Care Solutions, Inc. Instructions for completing the requirements worksheet

Definitions

Mandatory - the requirement must be present in the proposed solution, exactly as stated.

Expected - the requirement should be present in the proposed solution, exactly as stated.

Optional - the SOM would like the requirement to be present in the proposed solution or provided through an alternative approach or future enhancement.

Column Details

Column A

This column indicates a numeric sequence of each function. Numbers may not be in subsequent order. .

Column B

This column describes the function(s) requirement...

Column C

This column indicates if a particular requirement is Mandatory, Expected or Optional.

Column D

This column indicates whether a bidder can comply with a particular requirement.

Column E

This column indicates how a bidder will comply with a particular requirement as defined below.

- A. Currently provided within the standard service.
- B. Currently provided as an enhancement to standard service at no additional cost.
- C. Currently provided as an enhancement to standard service at an additional cost detailed in the cost proposal.
- D. Not currently provided but will be added at the additional cost detailed in the cost proposal.
- E. Service will not be provided.

Column F

This column is to provide any additional information related to the solution.

NOTE: Empty rows exist due to do final contractual agreement.

DMVA EMBRS Grand Rapids and Jacobetti Business 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
Admissions					
1.1	Recorded information will include, but is not limited to: <ul style="list-style-type: none"> Name of person requesting admission application Requestor's contact information 	E	Yes	A	CRM module will handle this
2.0	The system should allow an authorized role to print the requestor's name and mailing address on a mailing label or an envelope.	O	Yes	A	CRM module will handle this
3.0	The system should allow an authorized role to maintain forms included in an admission application packet.	O	Yes	A	This can be done on a Word document then this can be setup in our system with mail merge document generation in CRM module.
4.0	The system should allow an authorized role to print an admission application packet.	O	Yes	A	This can be done on a Word document then this can be setup in our system with mail merge document generation in CRM module
5.0	The system will allow an authorized role to track requested admission applications and admission applications returned to the Home.	E	Yes	A	
6.0	The system should allow an authorized role to maintain admission application and admission process FAQs information.	O	Yes/No	A/E	Admission application can be maintained in our UDA module and the FAQ would probably not be maintained in our software but on your website.
7.0	The system should allow an authorized role to publish FAQs information on a publicly accessible site.	O	No	E	This would be done on your website

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
8.0	The system will allow authorized roles to record the receipt of an admission application.	E	Yes	A	
8.1	Recorded information will include, but is not limited to: <ul style="list-style-type: none"> • Date application was received • Applicant name • Applicant contact information 	E	Yes	A	
8.2	The system will allow authorized roles to store a scanned image of the received application.	E	Yes	A	With eDocument module
8.2.1	The system will allow for application supplemental materials to be scanned and the resulting image stored with the application.	E	Yes	A	
8.2.1.1	Supplemental materials will include, but are not limited to: <ul style="list-style-type: none"> • Medical history • Financial statements • Copy of DD214 or Honorable Discharge 	E	Yes	A	Unlimited number of files can be attached to a prospect/contact
9.0	The system will allow authorized roles to record the Statutory Eligibility of an applicant.	E	Yes	A	
10.0	The system will allow an authorized role to review outstanding balances for previously provided services and care to an applicant.	E	Yes	A	If Net Solutions had been used previously

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
11.0	The system should allow an authorized role to designate admission application information as being administratively complete or incomplete.	O	Yes	A	
11.1	The system should allow an authorized role to maintain comments optionally associated with the designation.	O	Yes	A	Yes using Resident annotations feature in Net Solutions
11.2	The system should be able to notify an authorized Director of Nursing role that an admission application is ready for a medical information review when the application is designated as administratively complete.	O	Yes	A	Using the eAssignment module in Net solutions
12.0	The system will allow authorized roles to initiate workflow for a received application.	E	Yes	A	
12.1	The workflow will include, but is not limited to: <ul style="list-style-type: none"> • Receipt of application • Tracking of application corrections • Tracking of application supplemental materials • Tracking of application review • Tracking of application outcome 	E	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
13.2	The system should allow authorized roles to maintain the verbiage to be included in the notification for each event.	O	No	E	The system does allow for notifications/alerts but the verbiage is not configurable.
14.0	The system will allow authorized roles to record the outcome of a criminal history review.	E	Yes	A	UDA
14.1	The system should be able to interface with available services to conduct a criminal history query on the applicant.	O	No	E	
14.1.1	Available systems include, but are not limited to: <ul style="list-style-type: none"> • ICHAT • Offender Watch • SOR • OTIS • Nurse Aid Registry • LEIN 	O	No	E	
14.1.2	The system should be able to store the returned results from the available services.	O	No	E	If the results are in a format that can be saved as a document type then the results can be scanned and attached to the resident.
14.2	The system should allow authorized roles to review and add comments to the recorded criminal history information.	O	No	E	If the results are in a format that can be saved as a document type then the results can be scanned and attached to the resident and notes can be added to each document as well as a user, date and time stamp.
15.0	The system will allow authorized roles the ability to review the application for recommendation for admittance.	E	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
15.1	The system will allow multiple authorized roles to concurrently review application information.	E	Yes	A	
15.2.1.1	The system will allow the authorized role to record requests for additional information.	E	Yes	A	
15.2.1.1.1	Tracked information will include, but is not limited to: <ul style="list-style-type: none"> • User requesting additional information • Additional information being requested • Date request was made to applicant • Delivery method of request • Outcome of request 	E	Yes	A	CRM module will track this information
15.2.1.2	The system will monitor open requests and provide notification of outstanding items.	E	Yes	A	CRM module will track this information
15.2.1.2.1	The system should allow an authorized role to configure the number of days past when a request is considered outstanding.	O	Yes	A	eAssignments module can handle this
15.2.2	The system should allow an authorized role to view when another authorized role has requested additional information.	O	No	E	

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
15.2.3	The system should allow the authorized role to update the status of the request for additional information.	O	No	E	
15.2.3.1	Status information should include, but is not limited to: <ul style="list-style-type: none"> • Communications log • Scanned image of received information 	O	No	E	
15.2.3.2	The system should notify authorized roles reviewing the application when additional information is recorded as received.	O	No	E	
15.3	The system should allow the authorized role to record their admission recommendation.	O	Yes	A	
15.3.1	The system should monitor open admission reviews and provide notification of outstanding recommendations.	O	No	E	
15.3.1.1	The system should allow an authorized role to configure the number of days past when a recommendation is considered outstanding.	O	No	E	
16.0	The system will allow an authorized role to store a scanned image of the denial letter when the applicant is denied admittance.	E	Yes	A	
16.1	The system will allow an authorized role to associate the denial letter image to the admittance application.	E	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
16.2	The system should allow an authorized role to record the USPS certified mail delivery of denial letters.	O	Yes	A	
17.0	The system will allow authorized users to record the request to appeal a denied application.	E	Yes	A	Resident annotations
17.1	Recorded information will include, but is not limited to: <ul style="list-style-type: none"> • Scanned image of received notice of appeal • Date of received notice of appeal 	E	Yes	A	
18.0	The system will allow authorized users to record the outcome of a compliance conference.	E	Yes	A	
18.1	Recorded information will include, but is not limited to: <ul style="list-style-type: none"> • Date of compliance conference • Compliance conference attendees • Compliance conference outcome 	E	Yes	A	
18.2	The system should allow an authorized role to generate a compliance conference outcome letter to the applicant.	O	No	E	With MS Word

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
18.2.1	The letter should include, but is not limited to: <ul style="list-style-type: none"> • Compliance conference outcome/decision • Notice of next level of appeal (when admission is still denied) 	O	No	E	With MS Word
18.2.2	The system should allow an authorized role to record the USPS certified mail delivery of compliance conference outcome letters.	O	Yes	A	Resident annotations
19.0	The system will allow an authorized role to place an accepted applicant on an admission waiting list.	E	Yes	A	
20.0	The system will allow an authorized role to schedule an accepted applicant for admission.	E	Yes	A	
20.1	The system will notify authorized roles of a scheduled admission.	E	Yes	A	
20.1.1	The system will allow an authorized role to maintain the list of authorized roles to be notified of a scheduled admission.	E	Yes	A	
20.1.2	The system should allow authorized roles to maintain the verbiage to be included in the notification of a scheduled admission.	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
21.0	The system should allow an authorized role to generate an admission welcome letter document packet based on an administratively maintainable template that is specific to each Home.	O	Yes	A	CRM module can handle this
21.1	The welcome letter should include, but is not limited to: <ul style="list-style-type: none"> • Time and date of scheduled admission • Information regarding the admission process 	O	No	E	Not automatically
21.2	The system should allow an authorized role to add supplemental text to the welcome letter.	O	Yes	A	
21.3	The system should allow an authorized role to provide welcome packet information using the following methods: <ul style="list-style-type: none"> • Print • Fax • Post online 	O	Yes	A	Not post online
22.0	The system should generate a reminder notification of the need to generate a welcome letter to an authorized role based on an administratively maintainable number of calendar days prior to the scheduled admission date.	O	No	E	
23.0	The system should allow an authorized role to generate an admission welcome letter on demand.	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
24.0	The system will provide notification to authorized roles one day in advance of an upcoming scheduled admission when upcoming scheduled date is more than one day in advance.	E	Yes	C	Dashboard Alert
25.0	The system will allow an authorized role to initiate workflow to prepare for an upcoming admission.	E	Yes	A	
25.1	Workflow tasks will include, but are not limited to: <ul style="list-style-type: none"> • Unit assignment • Bed assignment • Preliminary equipment needs • Preliminary diet/food needs • Housekeeping 	E	No/Yes	E/A	This can be done with eAssignments as a message also this can be done with the scheduling module. Also the user can put orders on a pre-admit such as dietary or special bed which will follow the member when they are admitted. This will not require any additional cost
26.0	The system will allow an authorized role to record when a member is admitted.	E	Yes	A	
26.1	The system will notify authorized roles of an admission.	E	Yes	A	
26.1.1	The system will allow an authorized role to maintain the list of authorized roles to be notified of an admission.	E	Yes	A	
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Banking Services					

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
28.0	The system will allow an authorized role to establish an account for Home use in tracking receipt and use of financial donations.	O	No	E	
28.1	The system must allow an authorized role to record specific use requests for donations.	O	No	E	
28.1.1	The system must allow an authorized role to associate specific use requests to the outlay of donation funds.	O	No	E	
29.0	The system must allow an authorized role to establish a per diem account for a member.	M	Yes	A	
30.0	The system must allow an authorized role to establish an assessment account for a member.	M	Yes	A	
31.0	The system must allow an authorized role to establish a resident trust account for a member.	M	Yes	A	
32.0	The system will allow an authorized role to collect the pro-rated assessment balance at admission.	E	Yes	A	
32.1	The system will allow an authorized role to view the pro-rated per diem/assessment cumulative balance amount.	E	Yes	A	
32.2	The system will allow an authorized role to record payment information for the collected pro-rated per diem/assessment balance.	E	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
32.2.1	Recorded information will include, but is not limited to: <ul style="list-style-type: none"> • Member • Amount collected • Payment type (i.e., personal check, etc.) • Date payment received • Person recording payment • Sender's name • Funds from transfer batches 	E	Yes	A	
32.2.2	The system will allow an authorized role to record payment information from one or more payment types.	E	Yes	A	
33.0	The system will allow an authorized role to update the member financial worksheet.	E	Yes	A/D	Some additions to worksheet will be made and are outlined in cost proposal detail
33.1	The member financial worksheet will support listing assets and expenses for a member.	E	Yes	A	
33.2	The system will maintain an audit trail of updates to the member financial worksheet.	E	Yes	D	Event tracking will be added to worksheet as outlined in the cost Proposal Detail
33.2.1	Maintained audit information will include, but is not limited to: <ul style="list-style-type: none"> • Original information • New information • Date and time of update • Person completing update • Effective date of update • Expiration date of update 	E	Yes	D	See above comment

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
33.3	The system will allow an authorized role to maintain member outstanding balances incurred from previous services or from another SOM Home.	E	Yes	A	This would be entered into our system as a balance
35.0	The system will allow an authorized role to generate a billing statement for the first billing month a member is at the Home.	E	Yes	A	
36.0	The system will allow an authorized role to establish non-member accounts for tracking financial transactions for the Home.	E	Yes	A	
36.1	The system will allow an authorized role to generate daily balance information for optional display or as a printed report.	E	Yes	A	
37.0	The system will allow an authorized role to establish an account for personal members use.	E	Yes	A	
38.0	The system will allow an authorized role to establish an account for member cost of care use.	E	Yes	A	
38.1	The system will maintain the cost of care balance for a member based on member leave of absence.	E	Yes	A	
38.2	The system will maintain the cost of care balance for a member based on the established cost of care rate for the level of care provided at the Home.	E	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
38.2.1	The system will allow an authorized role to configure the cost of care rate for the level of care provided at the Home.	E	Yes	A	
39.0	The system will allow authorized roles to receipt received payments.	E	Yes	A	
39.1	Receipting received payments will include, but is not limited to: <ul style="list-style-type: none"> • Reason for payment • Deposit transaction <ul style="list-style-type: none"> ○ Account ○ Payment amount ○ Form of payment ○ Date of payment • Digital image of received payment • Payment submitter (received from) • Application of a single payment to multiple accounts 	E	Yes	A	
39.1.1	The system will allow an authorized role to print a payment receipt.	E	Yes	A	
39.2	The system will allow an authorized role to initiate a separate workflow for specified actions that include, but are not limited to: <ul style="list-style-type: none"> • Received payments that do not clear • ACH returns • NSF checks 	E	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
39.2.1	The workflow will include, but is not limited to: <ul style="list-style-type: none"> • Entering a counter transaction to cancel the original receipted payment • Storing a digital image of the failed payment information (i.e., NSF, failed ACH, etc.) • Notifying authorized roles of failed payment 	E	Yes	A	Is notifying authorized roles sending a message with our eAssignments module then yes
39.2.1.1	The system will allow an authorized role to maintain the list of authorized roles to be notified of a failed payment.	E	Yes	A	
39.3	Accounts receiving funds will include, but are not limited to: <ul style="list-style-type: none"> • Per diem • Assessment • Resident Trust 	E	Yes	A	
39.4	The system will allow authorized roles to organize received payments into batches for processing.	E	Yes	A	
39.4.1	The system will assign a unique ID for use as a control number to a batch.	E	Yes	A	
39.4.1.1	The system will use a separate batch and control number for member account deposits.	E	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
39.5	The system will notify authorized roles when a batch is complete and ready for review.	E	No	E	This is referring to the cash receipt batch which security can be applied to who can enter the cash receipt batch and separate security as to whom may update the batch so this can certainly be setup as a 2 step process. We do not have an automatic notification but the user could use eAssignments and send a message to let another user/role know that there is a pending transaction for approval. This would have no additional cost associated with it.
39.5.1	The system will allow an authorized role to maintain the list of authorized roles to be notified of a complete batch.	E	No	E	If the user has security rights to eAssignments the user can send a message to the list of authorized roles to be notified of a complete batch
39.5.2	The system will allow authorized roles to maintain the verbiage to be included in the notification of a complete batch.	E	No	E	If the user is creating the message as described in 39.5.1 they will have the ability to maintain the verbiage.
44.0	The system will allow an authorized role to review and approve a batch for member account deposits.	E	No	D	This will be detnew functionality will be detailed in the cost proposal
44.1	The system will allow an authorized role to revise the recorded transactions to address discrepancies between the entered amounts and payment "backup" (digital images of payments, etc.).	E	Yes	A	
44.1.1	The system will maintain revision history for the revised transactions.	E	No	E	

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
44.1.1.2	Revision history will include, but is not limited to: <ul style="list-style-type: none"> • User making revision • Time and date of revision • Old data value • New data value • Reason for revision 	E	Yes	A	
44.2	The system will allow an authorized user to post the approved batch deposits to member accounts in one transaction.	E	Yes	A	
45.0	The system must allow an authorized role to record the bank deposit receipt for a member account batch deposit.	O	Yes	A	
45.1	Recorded information to include, but is not limited to: <ul style="list-style-type: none"> • Date of bank deposit • Person that made deposit • Scanned image of deposit slip 	O	Yes	A	
46.0	The system will allow an authorized role to initiate a journal voucher.	E	Yes	A	
46.1	Journal voucher information will include, but is not limited to: <ul style="list-style-type: none"> • Reason • Date • Source account • Destination account 	E	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
46.2	The system will allow an authorized role to enter a journal voucher that results in a negative balance of the source account.	E	Yes	A	
46.2.1	The system will provide a warning when a journal voucher results in a negative balance of the source account.	E	Yes	A	
46.2.2	The system will require an authorized role to acknowledge the resulting negative balance of the source account.	E	No/Yes	E/A	There is no alert but the system does show a negative in the adjustment preview.
46.3	The system will allow an authorized role to initiate a workflow for an entered journal voucher.	E	No	D	we will add approval process as an additional cost detailed in the cost proposal
46.3.1	The workflow will include, but is not limited to: <ul style="list-style-type: none"> • Journal voucher review • Journal voucher approval • Journal voucher processing 	E	No	D	we will add approval process as an additional cost detailed in the cost proposal
46.4	The system will allow an authorized role to review and approve the journal voucher.	E	No	D	we will add approval process as an additional cost detailed in the cost proposal

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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 allow an authorized role to record a member request for an advance related to an LOA.	E	No	E	Answer for 47.0 – 52.1 Net solutions can bill the private portion which is due from the resident and then bill the remaining amount to the State Veterans. We will make a change to add a future LOA date so the system can calculate a future date but will be limited to the current month and one month (period) forward. We have made the assumption that the amount of the private portion is a prorated amount when answering this. With the Future LOA date functionality the system will be able to accomplish the functions required in 47.0-52.1. There will be no additional Cost for the future LOA date functionality.
47.1	Recorded information will include, but is not limited to: <ul style="list-style-type: none"> • Member • LOA duration • Advance amount requested 	E	No	E	
47.1.1	The system will calculate the LOA in days based on a projected entered start date/time and projected end date/time.	E	No	E	
48.0	The system will allow an authorized role to view the calculated LOA reimbursement eligibility amount for a member.	E	No	E	
48.1	The system will allow an authorized role to maintain the calculation rules to be used by the system.	E	No	E	

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
48.2	The eligibility calculation will be based on, but not limited to: <ul style="list-style-type: none"> • Member LOA totals of a given period of time • Member room and board rate • Cost of Care rate • History of member use of LOA reimbursement during a given period of time 	E	No	E	Our system can track and bill LOA days but does not do a calculation for an advance.
48.3	The system will allow an authorized role to view the calculated LOA amount using both projected start/end date/time and actual start/end date/time.	E	No	E	Our system can track and bill LOA days but does not do a calculation for an advance.
49.0	The system will allow an authorized role to record a member request for an advance adjustment related to an LOA.	E	Yes	A	
49.1	Recorded information will include, but is not limited to: <ul style="list-style-type: none"> • Member • Actual LOA duration • Adjustment amount requested • Original LOA advance amount 	E	No	E	
49.2	The system will calculate the LOA in days based on the actual entered start date/time and actual end date/time.	E	No	E	Our system can track and bill LOA days but does not do a calculation for an advance.

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
49.3	The system will calculate the adjustment amount based on difference between the original LOA advance amount and the actual LOA advance eligibility amount.	E	No	E	Our system can track and bill LOA days but does not do a calculation for an advance.
49.4	The system will prevent the requested adjustment amount from exceeding the calculated adjustment amount.	E	No	E	Our system can track and bill LOA days but does not do a calculation for an advance.
50.0	The system will allow an authorized role to initiate a workflow for a requested LOA advance or adjustment to an LOA advance.	E	No	E	Our system can track and bill LOA days but does not do a calculation for an advance.
50.1	<p>The workflow will include, but is not limited to:</p> <ul style="list-style-type: none"> • Review of request • Calculation of LOA reimbursement eligibility • Review of original LOA advance amount (if applicable) • Request decision. • Initiate journal voucher (if approved) 	E	No	E	Our system can track and bill LOA days but does not do a calculation for an advance.
51.0	The system will allow an authorized role to review an overpayment of an LOA advance based on the actual LOA start date/time and end date/time.	E	No	E	Our system can track and bill LOA days but does not do a calculation for an advance.
52.0	The system will allow an authorized role to initiate a workflow to recoup overpayment of an approved LOA advance.	E	No	E	Our system can track and bill LOA days but does not do a calculation for an advance.

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
52.1	<p>The workflow will include, but is not limited to:</p> <ul style="list-style-type: none"> • Notification of overpayment • Calculation of overpayment amount • Initiation of account updates to reflect overpayment • Initiation of recoupment determination • Approval/agreement of recoupment • Initiation of recoupment payments 	E	No	E	Our system can track and bill LOA days but does not do a calculation for an advance.
Check Processing					
54.0	The system will allow an authorized role to process and print checks.	E	No	D	This functionality will be added and is detailed in the cost proposal
54.1	The system must allow an authorized role to consolidate pending check requests to the same payee into one payment check or specify pending check requests to the same payee to be separate payment checks.	O	No	D	This functionality will be added and is detailed in the cost proposal
54.2	The system must allow an authorized role to review the invoice register for a payee.	O	Yes	A	
54.3	The system must allow an authorized role to review the payment selection report.	O	Yes	A	
54.4	The system must allow an authorized role to make adjustments to the pending check requests.	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
54.4.1	The system must maintain an audit record of changes.	O	No	D	This functionality will be added and is detailed in the cost proposal
54.4.1.1	The audit record will include, but is not limited to: <ul style="list-style-type: none"> • Original information • New information • Date and time of update • Update reason • Person making update 	O	No	D	This functionality will be added and is detailed in the cost proposal
54.5	The system must allow an authorized role to view and print the check register.	O	Yes	A	
54.6	The system must allow an authorized role to print the checks using pre-numbered, pre-printed bank checks.	O	Yes	A	
54.7	The system must allow an authorized role to record the check numbers on the pre-printed bank checks used.	O	Yes	A	
54.7.1	The system must display a warning when previously used check numbers are recorded.	O	Yes	A	System won't allow a previously used check number
54.8	The system must allow an authorized role to review the member check request (deposit and withdrawal transactions) associated with the printed check register and check number.	O	Yes	A	
54.9	The system must allow an authorized role to record when a printed check has been cashed.	O	Yes	A	

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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
54.10	The system must allow an authorized role to enter counter transactions when a check has not been recorded as cleared after a specified number of days.	O	Yes	A	
54.10.1	The system must allow an authorized role to maintain a system configured value for the specified number of days.	O	Yes	A	Not sure what is being asked here
54.10.2	The system must display a warning at administratively maintainable intervals prior to the arrival of the maximum day count.	O	Yes	A	Not sure of the question
55.0	The system will allow an authorized role to store a digital image of received medical bills.	E	Yes	A	Yes using eDocuments module
55.1.1	The system will allow an authorized role to save a copy of the redacted digital image.	E	Yes	A	
55.2	The system will allow an authorized role to associate the digital image of an original, or redacted, bill to one member.	E	Yes	A	
55.3	The system will allow an authorized role to enter information about the medical bill.	E	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
55.3.1	Entered information will include, but is not limited to: <ul style="list-style-type: none"> • Amount due • Billing date • Member name • Date of services 	E	Yes	A	
56.0	The system will allow an authorized role to associate the billed services to one or more orders for a member.	E	Yes	A	
56.1	The system will allow an authorized role to provide a required comment when a billed service is not associated with an order.	E	Yes	A	
56.1.1	The system will allow an authorized role to enter a payment determination when the received bill is not associated with an order.	E	Yes	A	
56.1.1.1	The system will allow an authorized role to generate a notification letter when the service billed is not associated with an order and it has been determined the services being billed for is not the responsibility of the Home.	E	No	E	
56.1.1.1.1	The system will maintain a copy of the notification letter.	E	Yes	A	In eDocuments
56.2	The system will allow an authorized role to identify the fund source(s) to be used in paying the received bill.	E	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
56.2.1	The system will allow an authorized role to account for the total balance represented on the received bill.	E	Yes	A	
56.2.1.1	The system will allow an authorized role to enter the dollar amount and account source.	E	Yes	A	
56.2.1.1.1	Account source will include, but is not limited to: <ul style="list-style-type: none"> • State of Michigan • Resident trust • Member medical escrow 	E	Yes	A	
56.2.1.1.1.1	The system will allow an authorized role to configure the member medical escrow monthly amount.	E	No	D	We will add to worksheet detailed in cost proposal.
56.3	The system will allow an authorized role to initiate a request for a check from medical escrow or resident trust accounts for received medical bills.	E	No	D	This functionality will be added see detail in the cost proposal
56.3.1	The system will require providing payment information to a member for medical bill payments made using a resident trust account.	E	No	D	This functionality will be added see detail in the cost proposal
56.3.1.1	Payment information provided will include, but is not limited to: <ul style="list-style-type: none"> • Copy of the received medical bill • Copy of the check payment 	E	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
57.0	The system will allow an authorized role to establish a medical escrow account for Home use.	E	Yes	A	In Resident Funds
57.1	The system will allow an authorized role to process daily/monthly transfers between member medical escrow accounts and the Home medical escrow account in one transaction.	E	No	D	This functionality will be added see detail in the cost proposal
57.1.1	The monthly transfer will withdraw the member medical escrow monthly account deposit amount and deposit that amount into the Home medical escrow account (currently \$25 per participating member).	E	No	D	This functionality will be added see detail in the cost proposal
58.0	The system will allow an authorized role to establish an account for member room and board escrow use.	E	Yes	A	
58.1	The system will allow an authorized role to transfer overpayment of monthly room and board amounts to the member personal account.	E	Yes	A	
59.0	The system must allow an authorized role to record members receiving fee for services.	O	Yes	A	
59.1	Fee for service will include, but is not limited to: <ul style="list-style-type: none"> • Barber services • Beauty services • Manicure/Pedicure services 	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
59.2	The system must allow an authorized role to validate available funds are available in the resident trust account before providing services.	O	Yes	A	
59.3	The system will allow a member to digitally acknowledge receipt of services and approve payment (i.e., via digital signature pad).	E	No	D	This functionality will be added see detail in the cost proposal
Daily Accounts Receivable					
60.0	The system will allow an authorized role to establish the financial responsibility of a member.	E	Yes	A	
60.1	The system will calculate the financial responsibility as zero when the member VA compensation is at or above the threshold (currently at or above 70%).	E	Yes	A	
60.1.1	The system will allow an authorized role to view member previous balances from prior and current admission.	E	Yes	A	
60.2	For members below the compensation threshold, the system will allow an authorized role to enter member financial information in a financial worksheet to include assets and expenses.	E	Yes	A	
60.2.1	The system will allow an authorized role to configure a checklist of items for review when reviewing the member financial worksheet contents.	E	Yes	A	

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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
60.2.1.1	The checklist will include, but is not limited to: <ul style="list-style-type: none"> • Bank account balances • Pension payments • Social security payments • Personal property expenses • Dependencies • Investments • Outstanding balance due to Home • Financially responsible party 	E	Yes	A	The care and maintenance worksheet does not include the amount due home but that would be in the AR balance.
60.2.2	The system will calculate the baseline member financial responsibility (assessment and per diem) based on the provided assets and expenses.	E	Yes	A	There is a percent of total at the bottom of our worksheet some additions will be added to worksheet the detail is in the cost proposal
60.2.2.1	The system will calculate the member financial responsibility for a partial month for both assessment and per diem based on the monthly rate pro-rated for the number of days being billed.	E	Yes	A	System will pro-rate
60.2.2.1.1	The pro-rated daily rate is determined by multiplying the monthly rate by 12 and then dividing by 365.	E	Yes	A	
60.2.2.1.2	The system will calculate member financial responsibility during, but not limited to the following events: <ul style="list-style-type: none"> • Admission • Discharge • Furlough 	E	Yes	A	The system has the capability to adjust billing based on this parameter

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
60.2.2.1.2.1	The system will calculate a member furlough financial credit amount by multiplying the pro-rated daily rate times the days of care.	E	Yes	A	
60.2.3	The system will allow an authorized role to record supplemental expenses, assets or income that are date bound (i.e., have a beginning and an ending date).	E	Yes	A	
60.2.3.1	The system will calculate the adjusted member financial responsibility (assessment) to account for the impact of the supplemental expense or asset.	E	Yes	A	
60.2.3.1.1	The system will adjust the member assessment account during the date bound period.	E	Yes	A	
60.2.3.1.2	The system will calculate the financial responsibility as zero if the adjusted assessment amount is less than zero for an unmarried member.	E	Yes	A	
60.2.3.2	The system will allow an authorized role to add multiple supplemental expenses, assets, or income for a member.	E	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
60.2.3.3	Supplemental expenses, assets, or income will include, but are not limited to: <ul style="list-style-type: none"> • Outstanding assessment balance due to Home • Onetime expense such as housing or car repairs for spouse 	E	Yes	A	No a specific balance due home we could add this or could go under "other "
60.3	The system will maintain a running assessment balance of the member over time.	E	Yes	A	
61.0	The system will allow an authorized role to print a summary of the member financial responsibility.	E	Yes	A	
62.0	The system will allow an authorized role to record the member acknowledgement of the financial responsibility.	E	Yes	A	User defined field, also enter as Guarantor
62.1	The system will allow an authorized role to add a scanned image of a signed summary report.	E	Yes	A	Using Net solutions eDocuments module
62.2	The system will allow an authorized role to capture the digital signature of a member (i.e., electronic signature pad).	E	No	D	This functionality will be added see detail in the cost proposal
63.0	The system must allow an authorized role to record the date that a search for unclaimed member property was conducted with the State of Michigan Department of Treasury.	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
64.0	The system must allow an authorized role to record activities to secure additional benefits for a member.	O	Yes	A	
64.1	Recorded activities will include, but are not limited to: <ul style="list-style-type: none"> • Member • Other benefit research • Application for other benefit • Follow up communications regarding research and applications 	O	Yes	A	
65.0	The system will allow an authorized role to view and print monthly member statements.	E	Yes	A	
65.1	The system will allow an authorized role to select the month for which to view/print statements.	E	Yes	A	
65.2	The system will allow an authorized role to select one, multiple, or all members for which to view/print statements.	E	Yes	A	
65.3	Monthly statements will include, but are not limited to: <ul style="list-style-type: none"> • Member personal account activity • Member room and board account activity • Member per diem cost of care account balance 	E	Yes	A	One statement for Resident Trust one for AR

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
66.0	The system will allow an authorized role to maintain the per diem rate to be used by the system on an individual and universal basis.	E	Yes	A	
66.1	The system will allow an authorized role to maintain per diem rates for separate levels of care provided in the Home.	E	Yes	A	
66.1.1	Per diem rates will be based on member statuses that include, but are not limited to: <ul style="list-style-type: none"> • Nursing care veteran • Domiciliary care veteran • 70% - 100% service connected veteran • Dependent 	E	Yes	A	
66.2	The system will allow an authorized role to adjust per diem rates to be effective on an annual cycle.	E	Yes	A	
66.3	The system will retain the per diem rate used for each annual cycle.	E	Yes	A	
66.3.1	The system must use the appropriate per diem rate in balance calculations based on the date of services and/or costs being calculated.	E	Yes	A	
67.0	The system must maintain a running per diem balance for a member.	E	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
67.1	The running balance will be based on, but not limited to: <ul style="list-style-type: none"> • Member duration of stay • Per diem amount • Payments made 	E	Yes	A	
68.0	The system will allow an authorized role to generate the member's initial pro-rated and subsequent monthly billing statements.	E	Yes	A	
68.1	The system will maintain a record of the generated member's initial pro-rated and subsequent monthly billing statements.	E	Yes	A	
69.0	The system will allow an authorized role to capture the member acknowledgement of their contract and assessment amount.	E	Yes	A	
69.1	Captured information will include, but is not limited to: <ul style="list-style-type: none"> • Method of acknowledgement • Date of acknowledgement 	E	Yes	A	
69.2	The system will allow an authorized role to record the digital acknowledgement of a member (i.e., digital signature pad, etc.).	E	No	C	This functionality will be added see detail in the cost proposal
69.3	The system will allow an authorized role to store a scanned image of a member signed printed statement as acknowledgement.	E	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
70.0	The system will allow an authorized role to review the member assessment account balance and related transactions.	E	Yes	A	
71.0	The system will allow an authorized role to review the member per diem account balance and related transactions.	E	Yes	A	
72.0	The system will allow an authorized role to generate member statements for, but not limited to: <ul style="list-style-type: none"> • Resident trust account • Deferred trust account • Escrow trust account • Assessment and per diem • Assessment and per diem history 	E	Yes	A	
72.1	Member statements currently reflect a monthly and/or quarterly duration.	E	Yes	A	Statements reflect Monthly only for AR but trust can go to a quarterly duration
72.2	Member statement information will include, but is not limited to: <ul style="list-style-type: none"> • Starting balance • Ending balance • Transactions • Resident trust account, per diem account, assessment account, deferred trust account, escrow trust account 	E	Yes	A	Resident Trust, deferred trust and escrow trust can be on one statement and the per diem and assessment on another.
72.3	Member statements will be generated in administratively grouped order by member.	E	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
72.3.1	Current order groups are (AS and PD) and (RT and DT).	E	Yes	A	
72.4	Statement page numbering will restart with page number 1 for each member.	E	Yes	A	
72.5	The system will allow an authorized role to print a statement for a user defined period of time.	E	Yes	A	
Daily Cashier					
73.0	The system must allow an authorized role to record the cash count amount for the cashier window cash drawers prior to the cashier window opening.	O	Yes	A	
74.0	The system must allow an authorized role to process laundry and tobacco card requests.	O	Yes	A	We don't have the capability to create a Tobacco or laundry Card but can process the cost of the card in the system
74.1	Processing will include, but is not limited to: <ul style="list-style-type: none"> • Recording the name of the member making the request • Completing the appropriate banking transaction for the card amount (i.e., withdrawal) • Recording the card number (if available) • Storing the cards for member pickup 	O	Yes/No	A/E	We can't produce the card portion of the functionality
75.0	The system must be able to maintain tobacco card inventory balance information.	O	No	E	

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
75.1	The system must allow an authorized role to maintain a list of authorized roles to be notified when the tobacco card inventory balance reaches an administratively maintainable value.	O	No	E	
75.1.1	The system must allow an authorized role to maintain the verbiage to be used in the notification.	O	No	E	
76.0	The system must allow an authorized role to process beverage card purchase requests.	O	No	E	System can't produce cards
76.1	Processing will include, but is not limited to: <ul style="list-style-type: none"> • Recording the name of the member making the request • Completing the appropriate banking transaction for the card amount (i.e., withdrawal) • Recording the card number (if available) 	O	Yes	A	
77.0	The system must be able to maintain beverage card inventory balance information.	O	No	E	
77.1	The system must allow an authorized role to maintain a list of authorized roles to be notified when the beverage card inventory balance reaches an administratively maintainable value.	O	No	E	
77.1.1	The system must allow an authorized role to maintain the verbiage to be used in the notification.	O	No	E	

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
78.0	The system must allow an authorized role to digitally approve a beverage card purchase transaction (i.e., via digital signature pad).	O	No	D	This functionality will be added see detail in the cost proposal
79.0	The system must allow an authorized role to print a copy of a signed tobacco card purchase receipt.	O	Yes	A	We only print a deposit receipt need to add withdrawal receipt.
79.1	Tobacco card purchase receipt information will include, but is not limited to: <ul style="list-style-type: none"> • Date of purchase • Description of items purchased • Quantity of each item purchased • Member's signature 	O	No	E	
80.0	The system must allow an authorized role to print a copy of a signed beverage card purchase receipt.	O	No	E	
80.1	Beverage card purchase receipt information will include, but is not limited to: <ul style="list-style-type: none"> • Date of purchase • Description of items purchased • Quantity of each item purchased • Member's signature 	O	No	E	
81.0	The system will allow an authorized role to record transactions completed at the open cashier's window.	E	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
81.1	Transactions will include, but are not limited to: <ul style="list-style-type: none"> • Deposits • Withdrawals • Tobacco cards • Beverage cards • Stamps • Check requests 	E	Yes	A/D	Check writing will be added to the functionality see detailed cost proposal

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
81.2	Transaction details recorded will include, but are not limited to: <ul style="list-style-type: none"> • Member • Transaction type • Transaction amount • Deposit payment source (if applicable) • Deposit payment type (if applicable) • Adjustment reason (if applicable) • Payee (if applicable) • Transaction owner (if authorized, and different than member) • Ability to cancel transaction prior to transaction completion • Transfer of funds between accounts – resident trust, deferred trust, and escrow trust • Entering a transaction impacting a member’s account that is requested by a separate member 	E	Yes	A/D	NS can accomplish most of these but not able to transfer between funds using one transaction transfer of funds will be included in the detailed cost proposal
81.3	The system will allow an authorized role to digitally approve a transaction (i.e., via digital signature pad).	E	No	D	This functionality will be added to the detailed cost proposal.

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
82.0	The system will allow an authorized role to record the cash count amount for the cashier window cash drawers after the cashier window closes.	E	Yes	A	
82.1	The system will provide a warning when the ending drawer balance totals do not reconcile with the starting drawer balance and completed transactions.	E	Yes	A	
83.0	The system will allow an authorized role to review the cashier transaction report summarizing withdrawal and deposit transactions.	E	Yes	A	
84.0	The system will allow an authorized role to view control transactions.	E	Yes	a	
84.1.1	Control transactions will include, but are not limited to: <ul style="list-style-type: none"> • Member account transactions • Non-member account transactions • Checkbook transactions 	E	Yes	A	
85.0	The system will allow an authorized role to review and print daily transaction records in support of a business continuity plan.	E	Yes	A	
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Medical Billing					

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
89.0	The system must allow an authorized role to record member care activities.	M	Yes	A	
89.1	The system will allow an authorized role to select from content sensitive values to identify the care activities.	E	Yes	A	
89.1.1	Content sensitive values will reflect current screen entries and values.	E	Yes	A	
89.1.2	The number of content sensitive values required to be entered will be dependent on current screen entries and values.	E	Yes	A	
89.2	The system must allow an authorized role to record adequate detail to associate the care activity with current billing codes (for billable activities).	M	Yes	A	
89.2.1	Current version in use is ICD-9, with expectation of ICD-10 when it is released in October 2014.	M	Yes	A	
90.0	The system must be able to generate notifications for specified billable events.	E	No	E	The system does generate error messages for resident which were not billed due to some missing information
91.0	The system must allow an authorized role to review billable activities for a member.	E	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
92.0	The system must allow an authorized role to review pending claims for a member.	E	Yes	A	
92.1	The system must determine pending claims based on the members insurance eligibility level.	E	Yes	A	
92.1.1	Billable services for members at or above the VA compensation level threshold will be excluded from pending claims.	E	Yes	A	
93.0	The system must allow an authorized role to submit pending claims for processing.	E	Yes	A	
93.1	The system must generate an extract file of claims data for submission with the third party claims clearing house service in use.	E	Yes	A	
93.1.1	The third party claims clearing house service currently in use is Optum Networks.	E	Yes	A	http://www.optum.com/providers.html the end user can send claims to a clearinghouse
94.1	The system must process the remittance data file from the third party claims clearing house service in use.	E	Yes	A	It must be in the standard 835 ERA format
94.1.1	The third party claims clearing house service currently in use is Optum Networks.	E	Yes	A	We can send claims to this clearinghouse
94.2	The system must allow an authorized role to view claim remittance summary information.	E	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
94.3	The system must allow an authorized role to sort and filter the claim remittance information.	E	Yes	A	
94.3.1	Sorting and filtering will include, but is not limited to: <ul style="list-style-type: none"> • Successful claims • Unsuccessful claims • Claims by member name • Claims by insurance provider 	E	Yes	A	
95.0	The system must allow an authorized role to adjust and resubmit rejected claims.	E	Yes	A	
95.1	Adjustments will include, but are not limited to: <ul style="list-style-type: none"> • Updated insurance information • Updated coordination of benefits • Updated primary and supplemental insurances • Coding errors 	E	Yes	A	Any field can be edited if needed.
96.0	The system must allow an authorized role to sort and filter the claim information for a defined period of time.	E	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
96.1	Sorting and filtering will include, but is not limited to: <ul style="list-style-type: none"> • Successful claims • Unsuccessful claims • Claims by member name • Claims by insurance provider • Pending claims 	E	Yes	A	
96.2	The system must allow an authorized role to display the filtered information in a summary report.	E	Yes	A	
97.0	The system must allow an authorized role to update insurance information for a member.	M	Yes	A	
97.1	The system must maintain revision history for the revised insurance information.	E	Yes	A	
97.1.1	Revision history will include, but is not limited to: <ul style="list-style-type: none"> • User making revision • Time and date of revision • Data value immediately prior to change • Data value immediately after change • Reason for revision • Source of updated information (if applicable) 	E	Yes	A	We do not track source or reason we do for retro billing not for insurance changes

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
98.0	The system must allow an authorized role to review and adjust completed claims.	E	Yes	A	
98.1	The system must allow an authorized role to select claims for which to apply an adjustment.	E	Yes	A	
98.1.2	Selection criteria will include, but is not limited to: <ul style="list-style-type: none"> • Date range • Member name • Service (billing code) • Insurance provider 	E	Yes	A	Any field can be adjusted if needed.
98.2	The system must maintain revision history for the adjusted claims.	E	Yes	A	NS does maintain a log for claims
98.2.1	Revision history will include, but is not limited to: <ul style="list-style-type: none"> • User making revision • Time and date of revision • Data value immediately prior to change • Data value immediately after change • Reason for revision 	E	Yes	A	NS does maintain a log for claims
98.3	The system must allow an authorized role to configure a claim adjustment workflow.	E	No	E	There is no configurable workflow associated with this task.
	•				

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
99.0	The system must allow an authorized role to review the receipted claim payments.	E	Yes	A	
100.0	The system must allow an authorized role to associate receipted claim payments with submitted claims.	E	Yes	A	Really we don't associate claims with payments but with AR period balances.
101.0	The system must allow an authorized role to view unpaid claims.	E	Yes	A	
Nursing and Physician Services					
103.0	The system must notify authorized roles of system configurable events related to the nursing and physician services provided to a member.	E	Yes	A	System has various system configurable notification events built into the software
103.1	The system must allow authorized roles to maintain the list of nursing and physician services to be monitored.	E	Yes	A	
103.3	The system must allow authorized roles to maintain the list of authorized roles (user groups) to be notified for each event.	E	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
103.4	System events should include, but are not limited to: <ul style="list-style-type: none"> • Member events (fall, change in behavior, etc.) • Member vitals • Member weight • Change in value over time of weight • Lab results • Change in value over time of lab results • Updates to the care plan • Updates to diagnosis • Change in medication • Change in bed/unit assignment 	E	Yes	A	
104.0	The system must allow authorized roles to initiate, view and update member assessment information.	M	Yes	A	
104.2.1	The system must maintain record of the authorized role that views the assessment.	E	Yes	A	

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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
104.7	The system must allow an authorized role to finalize an assessment.	E	Yes	A	
104.8	The system must track changes to a finalized assessment.	E	Yes/No	A/D	MDS yes UDA no but we will add this functionality see detailed cost proposal.
104.8.1	Tracked changes will include, but are not limited to: <ul style="list-style-type: none"> • Original assessment information • Updated assessment information • Date and time of update • Authorized role who entered the update 	E	Yes/No	A/D	MDS yes UDA no but we will add this functionality see detailed cost proposal
104.9	The system must allow an authorized role to identify required elements for each assessment type.	E	Yes	A	
104.10	The system must prevent an assessment from being finalized when required elements are missing.	E	Yes	A	
104.11	The system must allow an authorized role to override the system determined due date for repeating assessments.	E	Yes	A	
104.12	The system must track when the findings of one assessment prompt the need for an additional assessment.	E	No	E	We do not offer this functionality but User Defined Assessments can be correlated to MDS to import answers into the MDS assessment.

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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

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
104.13	Supported assessments must include, but are not limited to: <ul style="list-style-type: none"> • Alarm • Hydration • Fall • Braden scale skin • Infection conditions skin test • Pain • Smoking • Food acceptance record • Physical and history • MDS • Monthly summary • Lung • Self-medications • Speech / Language / Pathologist • Tube feeding • Initial physician • 30-Day, 60-Day, 90-Day physician • Annual physician • Problem list • Wound • Physical restraints • Physical therapy • Occupational therapy • Depression • Mental status 	E	Yes	A/C	We have most of these assessments already setup the end user can additional ones and assessments that don't come preloaded using the UDA tool.

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
104.13.1	The system must support assessment inclusion and related due dates separately for the Homes as determined by the allied Veterans Affairs (VA) regulations.	M	Yes	A	
104.14	The system must support the entry of equipment needs as determined by an assessment.	E	Yes	A	
104.14.1	The system must allow an authorized user to enter an equipment order related to the assessment.	E	Yes	A	
104.15	<p>The system must support the population of member indicators as identified by assessment findings. These will include, but are not limited to:</p> <ul style="list-style-type: none"> • Dietary restrictions • High fall risk • Dehydration • Restraints • Wounds (pressure sores) • Enteral feeding • Tubes • Foley catheters • Ostomies • Alarms • Behavior alerts 	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
104.15.1	The system must support the dissemination of key indicators to relative parties to include, but not limited to: <ul style="list-style-type: none"> • Volunteer staff • Kitchen/Food services • Occupational therapy • Physical therapy • Pharmacy • Activities 	M	Yes	A	
104.15.2	The system must support the integration of key indicators to identified external systems to include, but not limited to: <ul style="list-style-type: none"> • Proxy readers • GeriMenu for menu planning • GeriCard for menu planning • Rehab Optima • QS1 	E	Yes	A	
104.15.2.1	The system must support the storage and export of photo identification information that is utilized by external systems.	E	Yes	A	We can do this but specifications are important for us to know to answer this completely
104.16	They system must allow an authorized role to associate member record entries with an instance of an assessment.	E	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
104.16.1	Member record entries will include, but are not limited to: <ul style="list-style-type: none"> • Lab results • Vitals • Weight • MARs • Diagnosis • Progress Notes 	E	Yes	A	
104.17	The system must allow an authorized role to capture physical anatomy location information related to an assessment by identifying the location on a visual representation of the body.	E	No	D	This will be added to the product see the detailed cost proposal.
104.18	The system must support an authorized role appending additional narrative information to the assessment using voice recognition tools.	E	No	E	Voice recognition can be used in the Interdisciplinary progress notes but does not suit the assessments well users typically use Dragon Naturally speaking Medical for this purpose
105.0	The system must allow an authorized role to enter and view member vitals.	M	Yes	A	
105.1	The system must support population of the member vitals information via an interface to external equipment that supports a data exchange interface.	E	Yes	A	With Nurse Rosie Devices the system will automatically and wirelessly move this information.

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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
105.2	Data elements included in member vitals includes, but are not limited to: <ul style="list-style-type: none"> • Temperature • Blood pressure • Pulse • Respiratory rate • Pain 	M	Yes/No	A/D	Not pain at this time but will be added to the product se the detailed cost proposal
105.3	The system must support viewing member vitals values over a user specified time.	M	Yes	A	
105.3.1	The system must display the current, previous, and change in value.	E	Yes	A	
105.3.2	The system must allow the user to select a date range in which to display all of the member vitals values within the date range.	E	Yes	A	
105.3.2.1	The system must support the user viewing both the numerical data in a tabular format, as well as in a visual graph format.	E	Yes	A	
105.4	The system must associate recorded vital values over a duration of time for viewing along with MAR information for the same duration of time.	E	Yes	A	
106.0	The system must allow an authorized role to enter and view a member's weight.	M	Yes	A	
106.1	The system must support viewing member weight over a user specified time.	M	Yes	A	

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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
106.1.1	The system must display the current, previous, and change in weight.	E	Yes	A	
106.1.2	The system must allow the user to select a date range in which to display all of the member weight values within the date range.	E	Yes	A	
106.1.2.1	The system must support the user viewing both the numerical data in a tabular format, as well as in a visual graph format.	E	Yes	A	
106.2	The system must calculate and display BMI and ideal body weight for the member.	E	Yes	A	
106.3	The system must allow authorized roles to access to member weight related records from other functional areas of the system.	E	Yes	A	
106.3.1	Other areas of the system will include, but are not limited to <ul style="list-style-type: none"> • Dietary • Physician assessment 	E	Yes	A	
107.0	The system must allow an authorized role to enter and view a member's blood sugar.	M	Yes	A	
107.1	The system must support viewing member blood sugar over a user specified time.	M	Yes	A	
107.1.1	The system must display the current, previous, and change in blood sugar.	E	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
107.1.2	The system must allow the user to select a date range in which to display all of the member blood sugar values within the date range.	E	Yes	A	
107.1.2.1	The system must support the user viewing both the numerical data in a tabular format, as well as in a visual graph format.	E	Yes	A	
107.2	The system must associate recorded blood sugar values over a duration of time for viewing along with MAR information for the same duration of time.	E	Yes	A	
108.0	An authorized role must be able to enter, view, and update member information related to personal belongings.	E	Yes	A	
108.1	The system must record the authorized role making changes to information related to member personal belongings.	E	Yes	A	
109.0	An authorized role must be able to initiate, view, and update a treatment plan for a member.	M	Yes	A	
109.1.1	The system must, at a minimum, support ten authorized roles updating the treatment plan at the same time.	E	Yes	A	
109.2	The system must allow an authorized role to define required treatment plan elements based on the member diagnosis.	E	Yes	A	

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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
109.2.1	The system must validate required elements are completed prior to saving the treatment plan updates.	E	Yes	A	
109.3	The system must maintain a history of the authorized roles that view a treatment plan.	E	Yes	A	
109.4	The system must maintain a history of changes to the treatment plan to include, but not limited to: <ul style="list-style-type: none"> • Old value • New value • Author • Title of author • Date and time of change 	E	Yes	A	
109.5	The system must maintain the version of the treatment plan finalized for use in each care conference.	E	Yes	A	
109.8	The system must allow an authorized role to identify required elements for a treatment plan.	E	Yes	A	
109.9	The system must prevent a treatment plan from being finalized when required elements are missing.	E	Yes	A	

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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
109.10	The system must allow an authorized role to override the system determined due date for treatment plan reviews.	E	Yes	A	
109.10.1	The system must limit the entered date to be the current date or a future date (no past dates).	E	No	D	Currently No future dates in Care Plans but past dates ok future dates will be added see detail in detailed cost proposal
109.11	The system must allow for the collection of digital signatures on the treatment plan related to the completion of the care conference.	E	No	D	Digital Signature Pad which will be added in the detailed cost proposal
109.12	The system must support an authorized role appending additional narrative information to the assessment using voice recognition tools.	E	No	E	
110.0	The system must allow an authorized role to identify the staff attending the care conference.	E	Yes	A	
110.1	The system must notify the staff attending the care conference.	E	Yes	A	Via eAssignments
110.2	The system must allow an authorized role to generate a Care Conference Notification for the family and/or guardian, DPOA, Patient Advocate.	E	No	E	The Care Plan review can generate an alert via the eAssignments module for the Care Plan conference. They system currently does not auto generate a Care Conference notification for the family and/or guardian, DPOA or patient advocate. We will add the ability to print out address labels for specific contacts to handle this notification. Yes a report can be created notifying the responsible party of the date of the care conference. This is done at no additional cost.

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
110.3	The system must allow an authorized role to generate a Care Conference Sign-in Sheet.	E	Yes	A	
111.0	The system must provide the ability to record or discontinue the physician's orders for a member.	M	Yes	A	
111.1	The system must support the use of standing orders related to user configurable events or activities.	E	Yes	A	
111.1.1	Standing orders will include, but are not limited to: <ul style="list-style-type: none"> • Admission (currently related to form 408) • Leave of absence (currently related to form 408) • Hospice / End of life • Wounds and skin problems • Pre-op (currently related to form 400A-400G) • Physician's protocols (per policy) 	E	Yes	A	Order sets are completely configurable
111.1.2	The system must support inclusion of standing order types on an individual Home basis.	E	Yes	A	
111.2	The system must allow for a workflow to support the entry and approval, and notification of new and discontinued orders.	E	Yes	A	
111.2.1	The system must allow an authorized role other than the physician to enter or discontinue an order.	E	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
111.2.2	The system must notify the physician of entered or discontinued orders in need of approval.	E	Yes	A	
111.2.3	The system must allow the authorized role to approve an order.	E	Yes	A	
111.2.4	The system must route approved orders to the appropriate authorized role to execute or discontinue the order to include, but not be limited to: <ul style="list-style-type: none"> • Lab orders • Medication orders • Assessment orders • Clinical services orders (to include referrals to internal and external services) • Radiology orders • Dietary services orders • Treatment orders 	E	Yes	A	To execute order only
111.3	The system must display drug interaction information related to medication orders.	E	Yes	A	We do this in real time
111.3.1	The system must include both current and new medication orders when determining drug interaction information.	E	Yes	A	
111.4	The system must display drug interaction related to dietary orders.	E	Yes	A	
111.5	The system must prompt the authorized role for inclusion of related orders for defined medication orders.	E	Yes	A	Orders can be linked

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
111.5.1	Related orders will include, but are not limited to: <ul style="list-style-type: none"> • Lab orders • Clinical referral • Outside service referral • EKG • Recheck of condition 	E	Yes	A	
111.5.2	The system must allow an authorized role to maintain a list of system configurable lab tests to be ordered related to specific medication orders.	E	Yes	A	
111.5.3	The system must allow an authorized role to select not to use indicated related orders.	E	Yes	A	
111.6.1	The system must allow an authorized role to maintain a list of authorized role(s) to be contacted related to specific clinical services orders.	E	Yes	A	Lab and X ray only using our eassignments module
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112.0	The system must allow an authorized role to enter an order for lab tests.	E	Yes	A	
112.1	The system must allow an authorized role to initiate the lab 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
112.1.1	The initiated lab order will include, but is not limited to: <ul style="list-style-type: none"> • Member • Lab(s) • Timing expectation (i.e., stat) • Type of specimen 	E	Yes	A	
112.2	The system must allow an authorized role to route an initiated lab order to an approving authorized role for approval of the order.	E	Yes	A	
112.3	The system must allow an authorized role to maintain a list of labs that are completed at the Home.	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
112.4	<p>The system must allow an authorized role to initiate work flow for the approved lab order this will include, but is not limited to:</p> <ul style="list-style-type: none"> • Notification to staff responsible for obtaining the specimen(s) • Generating labels for the specimen(s) • Recording the specimen(s) • Generating lab order • Routing lab order to correct lab • Notification to staff responsible for specimen transport • Receipt of lab results • Notification to authorized role of received lab results 	E	Yes	A	
112.6.1	<p>The system must store the received lab results in the electronic medical record for the member.</p>	E	Yes	A	
	<ul style="list-style-type: none"> • 				
112.7.2	<p>The system must allow an authorized role to review the ordered lab tests that have outstanding results.</p>	E	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
112.7.3	The system must allow an authorized role to maintain a list of actions to be initiated for lab orders with outstanding results.	E	Yes	A	
112.7.3.1	Actions will include, but are not limited to: <ul style="list-style-type: none"> • Notification to authorized roles of outstanding results • Escalated notification to authorized roles of outstanding results for “stat” lab orders 	E	Yes	A	
113.0	The system must allow an authorized role to record the specimen information related to a lab order.	E	Yes	A	
113.1	The system must allow an authorized role to define the required entries for the type of test and specimen.	E	Yes	A	
114.0	The system must allow an authorized role to view lab results for a member.	E	Yes	A	
	•				
114.2	The system must allow an authorized role to configure the duration expected for lab results to be received after labs are ordered.	E	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
115.0	An authorized role must be able to initiate, view, and update a care plan for a member.	M	Yes	A	
115.1	The system must support more than one authorized role initiating and updating different sections of the care plan at the same time.	E	Yes	A	
115.1.1	The system must, at a minimum, support ten authorized roles updating the care plan at the same time.	E	Yes	A	
115.2	The system must allow an authorized role to define required care plan elements based on the member diagnosis/assessments.	E	Yes	A	
115.2.1	The system must validate required elements are completed prior to saving the care plan updates.	E	Yes	A	
115.3	The system must maintain a history of the authorized roles that view a care plan.	E	Yes	A	
115.4	The system must maintain a history of changes to the care plan this will include, but is not limited to: <ul style="list-style-type: none"> • Old value • New value • Author • Title of author • Date and time of change 	E	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
115.8	The system must allow an authorized role to identify required elements for a care plan.	E	Yes	A	
115.9	The system must prevent a care plan from being finalized when required elements are missing.	E	Yes	A	
115.10	The system must allow an authorized role to override the system determined due date for care plan reviews.	E	Yes	A	
115.10.1	The system must limit the entered date to be the current date or a future date (no past dates).	E	No	D	Our system allows for current and past dates future dates will be added see the detailed cost proposal.
115.11	The system must allow for the collection of digital signatures on the care plan related to the completion of the care conference.	E	No	D	Digital signature capture will be added see detailed cost proposal.
115.12.1	The system must maintain the original narrative information as part of the record.	E	Yes	A	
116.0	An authorized role must have the ability to enter, view and update observations for a member.	E	Yes	A	
116.1	The system must maintain a record of the author of updates to the observation.	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
116.2	The system must have the ability for an authorized role to define the activities or events requiring an observation entry.	E	Yes	A	
116.3	The system must have the ability for an authorized role to define the frequency of required observation entries.	E	Yes	A	
116.4	The system must have the ability for an authorized role to define the required entries for an observation.	E	Yes	A	
116.4.1	<p>This will include, but is not limited to:</p> <ul style="list-style-type: none"> • Date and time of observation entry (system captured) • Date and time of event observed (user entered) • Member(s) (user selected) • Observation notes (user entered) • Notification Action (user entered, system executed) 	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
116.4.2	The system must allow an authorized role to identify the notification action(s) for an observation.	E	No	E	This functionality is already scheduled for a future release in 2015 The specific date of the release is currently not specified but it will be released in 2015. The release will feature the ability to send Care Plan interventions to the POC to record observations based on parameters setup in the care plan intervention. Additionally the end user can currently send an internal HIPAA compliant message to another user for notification using eAssignments. This functionality will come at no additional cost since it is already scheduled for a general release next year tentatively scheduled for 2 nd qtr. 2015.
116.4.2.1	This will include, but is not limited to: <ul style="list-style-type: none"> • Immediate notification to indicated authorized role(s) • Inclusion of observation on summary list (i.e., 24 hour report / sick call list) 	E	No	E	This referring to 116.4.2 care plan documentation which will be in a 2015 release the functionality of adding an automatic system generated alert will be added in a future release after the above mentioned 2015 release. The alerting function will be added using our existing eAssignments module. We do not currently have a 24 hour report to send this to but we do have a clinical dashboard which the first release is scheduled for 1 st qtr. 2015 which will include 24 hour report items we can add observation to this dashboard after the first release. The system currently can send a notification from the nurse to the physician if they are a user in Net Solutions when a member needs to be seen using the eAssignments HIPAA compliant internal messaging additionally the message could get escalated and the physician get sent a text message notification.

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
116.5	The system must monitor for incomplete or missing observation notes.	E	Yes	A	
116.5.1	The system must allow an authorized role to identify the notification action(s) for missing observation notes.	E	Yes	A	
	•				
116.6	The system must allow an authorized role to capture physical anatomy location information related to an observation note by identifying the location on a visual representation of the body.	E	Yes	A	POC
Pharmacy and Medications					
117.0	The system must allow an authorized role to process an approved medication order.	M	Yes	A	
117.1	The system must allow an authorized role to fill/refill an approved medication order.	E	Yes	A	
117.1.1.2	The system must provide notification to the authorized role when additional inventory is on hand.	O	No	E	
117.1.1.3	The system must allow an authorized role to fill the outstanding quantity when additional inventory is available.	O	No	E	

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
117.1.2	The system must allow an authorized role to generate an order to an external supplier if no inventory is on hand.	O	Yes	A	
117.1.2.1	The system must provide notification to the authorized role when the ordered inventory is on hand.	O	No	E	
118.0	The system must allow an authorized role to share member information systematically with related systems.	E	Yes	A	
118.1	Related systems will include, but are not limited to the QS1 pharmacy system.	M	Yes	A	
118.1.1	Related information to be shared with QS1 will include, but is not limited to: <ul style="list-style-type: none"> • Member name • Member insurance information (to include scanned image of supporting documentation/cards) • Member unit assignment • Member bed assignment • Member allergies (food, dyes, and medication) • Member birthdate 	E	Yes	A	
119.0	The system must allow an authorized role to systematically share approved medication orders with related systems.	E	Yes	A	

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119.1	Related systems will include, but are not limited to the QS1 pharmacy system.	E	Yes	A	
120.0	The system must allow an authorized role to modify medication orders.	E	Yes	A	
120.1	The system must allow an authorized role to enter supporting information for modified medication orders.	E	Yes	A	
120.1.1	Supporting information will include, but is not limited to: <ul style="list-style-type: none"> • Consult with pharmacist • Pharmacy inventory • Medication coverage (VA formulary) 	E	Yes	A	No Formulary It is possible to load the pharmacy's formulary into the Net solutions NDC library but we would have to send the pharmacy formulary to excel and upload it into our table and do this manually each update from the pharmacy. This would be a Manual task it would be the pharmacy's drugs they supply. The library can be drug name or NDC code driven and you can update on a monthly basis see example of ZIPPED file attached to email.
121.0	The system must generate a MAR for a member based on medication related approved orders.	M	Yes	A	
121.1	The system must allow an authorized role to print a MAR for a user selected date range.	E	Yes	A	
122.0	The system must allow an authorized role to track and record the administration of physician ordered medications.	M	Yes	A	
122.1	The system must support the use of medication carts.	E	Yes	A	

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122.1.1	The system must support medication carts organizing medications by member and member location (bed/unit).	E	Yes	A	
122.1.2	The system must support a medication fill cycle to stagger the filling of carts in use.	E	Yes	A	
122.2	The system must support the use of a scannable unique identifier and scanners to track medication administration.	E	Yes	A	
122.2.1	The scannable unique identifier and scanners must be compatible with additional third party systems.	E	Yes	A	
122.2.1.1	Third party system will include, but is not limited to: <ul style="list-style-type: none"> • QS1 • Tracy Time (using Proxy Readers) 	E	Yes	A	The only area in our software that we can use a proximity badge is with our eMar (eCharting module) as a PID (personal Identification Device) as a secondary security.
122.2.1.1.1	Medication identification information will be maintained in the QS1 third party system.	E	Yes	D	See detailed cost proposal

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122.3	Tracked information will include, but is not limited to: <ul style="list-style-type: none"> • Person administering medication • Date and time of administering medication • Validation that medication and member were verified prior to administering medication • Notes for MAR variances. 	E	Yes	A	
122.3.1	The system must allow an authorized role to define the MAR variance notes for selection.	E	Yes	A	
122.3.1.1	The system must allow an authorized role to identify MAR variance events that trigger notifications.	E	Yes	A	
122.3.1.1.2	The system must allow an authorized role to define the user role(s) to be notified of MAR variances.	E	Yes	A	eAssignments
122.3.2	The system must allow an authorized role to enter the MAR variance note using a bar code scanner.	E	No	E	It is because you will have to manually enter it into the system
123.0	The system must allow an authorized role to view the MAR for a member.	M	Yes	A	
123.1	The view of the MAR should include both the ordered information, and the administered information captured.	E	Yes	A	
123.2	The system should present the MAR information to reflect real-time updates to ordered medications.	E	Yes	A	

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123.3	The system must allow an authorized role to view a summary of discrepancies between ordered and administered medications.	E	Yes	A	
124.0	The system must integrate with QS1 to support the processing of medication related claims in QS1.	M	Yes	A	
125.0	The system must allow an authorized role to review medication usage by classification, type and member over a user-specified duration of time.	E	Yes	A	
126.0	The system must be able to interface with the Pyxis system when filling prescriptions during off hours.	M	No	E	We currently have users interfacing with Pyxis we currently send ADT information to their system via HL7 automatically this was answered incorrectly as stated during the oral presentation. This is standard service at no additional cost
126.1	The system must be able to generate and send a notification to the ordering physician when a prescription fulfillment request entered in Pyxis cannot be successfully completed.	E	No	E	
127.0	The system must be able to interface with the current 3 rd party fulfillment of orders.	E	Yes	A	With QS1 and other software using NCPDP script standard
127.1	The current 3 rd party fulfillment service is Omnicare.	E	Yes	A	
Census					
128.0	The system must be able to determine the census based on maintained member information.	M	Yes	A	

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128.1	Maintained member information will include, but is not limited to: <ul style="list-style-type: none"> • Unit assignment • Bed assignment • Leave status (date/time left, date/time of expected return) 	E	Yes	A	
129.0	The system must allow an authorized role to view the census information.	E	Yes	A	
130.0	The system must allow an authorized role to update the census information.	M	Yes	A	
130.1	The system must maintain a history of the changes made to census information.	E	Yes	A	
130.1.1	Changes maintained will include, but is not limited to: <ul style="list-style-type: none"> • Date and time of change • Previous value, new value • User ID of user making the change 	E	Yes	A	
131.0	The system must allow an authorized role to view and report changes in census over a define period of time.	M	Yes	A	
131.1	Change must include, but are not limited to: <ul style="list-style-type: none"> • Admissions • Discharges • Transfers 	E	Yes	A	
131.2	The system must allow an authorized role to define the default period of time.	E	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
132.0	The system must notify authorized roles of system configurable events related to changes in census information.	E	Yes	A	eAssignments module
132.1	The system must allow authorized roles to maintain the list of census information to be monitored.	E	Yes	A	
132.3	The system must allow authorized roles to maintain the list of authorized roles (user groups) to be notified for each event.	E	Yes	A	
Infection Prevention and Control					
133.0	The system must notify authorized roles of system configurable events related to infection prevention and control.	E	Yes	A	Via eAssignments
133.1	The system must allow authorized roles to maintain the list of events to be monitored.	E	Yes	A	
133.1.1	System events will include, but are not limited to: <ul style="list-style-type: none"> • Member observation notations • Lab results • Diagnosis • Immunizations • Annual tests 	E	Yes	A	

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133.2	The system must allow authorized roles to maintain the verbiage to be included in the notification for each event.	E	No	E	
133.3	The system must allow authorized roles to maintain the list of authorized roles (user groups) to be notified for each event.	E	Yes	A	
134.0	The system must allow authorized roles to initiate workflow for a member or staff suspect of an infectious condition.	E	Yes	A	eAssignments
134.1	The workflow will include, but is not limited to: <ul style="list-style-type: none"> • Determination of needed tests • Determination of ability to care for member • Completion of physician assessment of treatment 	E	Yes	A	Not an auto generated message
135.0	The system must allow an authorized role to refer a member to external services for care related to an infectious condition.	O	No	E	Not sure what the expectation here is an order could be entered into PO for the referral
135.1	The system must allow an authorized role to supplement the system configured referral materials with information specific to the infections condition and physician assessment of treatment.	E	Yes	A	eDocs

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
136.0	The system must allow authorized roles to query and view historical data related to infectious conditions and workflow outcomes.	E	Yes	A	
136.1	Historical data will include, but is not limited to: <ul style="list-style-type: none"> • Number of instances over a defined period of time • Physician assessment of treatment • Involvement of Health Department • Member Unit 	E	Yes	A	
137.0	The system must allow authorized roles to query and view historical data related to immunization records for members.	E	Yes	A	
138.0	The system must allow authorized roles to identify members in need of annual testing.	E	Yes	A	
Activity Therapy					
139.0	The system must notify authorized Activity Therapy roles of system configurable events related to changes in member activity.	E	Yes	B	This functionality will be added to our Point of Care Available in 2015 but will not be automatic.

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139.1	The system must allow authorized roles to maintain the list of member activities to be monitored.	E	Yes	B	This functionality will be added to our Point of Care Available in 2015
139.1.1	System events will include, but are not limited to: <ul style="list-style-type: none"> • Scheduled admission • Admission • Attending a daily activity • Census change 	E	Yes	A/B	Attending daily activity This functionality will be added to our Point of Care In 2015
140.0	The system must add a new member to the attendance record upon the same member's admission.	E	Yes	B	This functionality will be added to our Point of Care (POC) in 2015
141.0	The system must allow authorized roles to maintain member activity likes and dislikes information.	E	Yes	A	
141.1	The system must maintain a log of the updates to member activity likes and dislikes.	E	Yes	A	
141.1.1	The log must include, but is not limited to: <ul style="list-style-type: none"> • Previous information • Updated information • Date and time of update • User ID that made update 	E	No	D	<i>This functionality will be added to the UDA with event tracking if this task is to be done with the User Defined Assessments this will be included in the detailed cost proposal</i>
142.0	The system must allow authorized roles to maintain the list of activity categories.	E	Yes	B	This functionality will be added to our Point of Care <i>In scheduled 2015 release</i>

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
142.1	System categories will include, but are not limited to: <ul style="list-style-type: none"> • Facility-wide on grounds • Unit-based • Trip • One to one programming 	E	Yes	B	This functionality will be added to our Point of Care In scheduled 2015 release
142.2	The system must allow an activity category to apply to one or more units in the Home.	E	Yes	B	This functionality will be added to our Point of Care In scheduled 2015 release
143.0	The system must allow authorized roles to maintain information included in the activities portion of the member's care plan.	E	Yes	A	
144.0	The system must support use of mobile devices to maintain Activity Therapy information.	O	Yes	A	
144.1	The system must allow an authorized role to download a list of members going on an Activity Therapy trip.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal.
144.2	The system must allow an authorized role to download selected medical information associated with the members going on an Activity Therapy trip.	E	Yes	A	An electronic or printed copy of any portion of the EMR can be printed at any time.
145.0	The system must allow an authorized role to designate member participation level at unit-based activities.	E	No	D	Functionality for patient scheduling will allow for this function as detailed in the cost proposal

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
146.0	The system must be able to prepopulate an activity roster with member names of those scheduled for the activity.	E	No	D	Functionality for patient scheduling will allow for this function as detailed in the cost proposal
146.1	The system must allow an authorized role to view the roster information.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal.
146.2	The system must allow an authorized role to update the roster information.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal.
147.0	The system must allow an authorized role to designate member attendance.	E	Yes	B	This functionality will be added to our Point of Care In scheduled 2015 release
147.1	The system must allow an authorized non-SOM staff role to enter member activity attendance.	O	Yes	B	This functionality will be added to our Point of Care In scheduled 2015 release
147.2	The system must require an authorized role to indicate if the attended activity is related to the member care plan.	E	Yes	B	This functionality will be added to our Point of Care In scheduled 2015 release the care plan interventions will be able to trigger tasks in the POC
147.2.1	The system must require an authorized role to enter comments for member participation in a care plan related activity.	E	Yes	B	This functionality will be added to our Point of Care In scheduled 2015 release the care plan interventions will be able to trigger tasks in the POC
148.0	The system must be able to use proximity scanning to read a scannable ID and record member attendance.	E	No	E	This functionality will be available with our POC documentation upgrade which is scheduled for a 2 nd qtr. 2015 release. The functionality will include the ability for the end user to create their own documentation buttons and schedule those so the recording of member attendance can be accomplished. This is standard service at no additional cost with the POC upgrade 2nd qtr. 2015.

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149.0	The system must allow an authorized role to enter an Activity Therapy note and apply it to all members attending the activity.	E	No	E	The functionality to record a note for multiple members at a time is already schedule to be in the 2 nd qtr. 2015 release. This is standard service at no additional cost with the upgrade to Interdisciplinary progress notes or in POC in 2nd qtr. 2015.
150.0	The system must allow an authorized role to enter unique Activity Therapy notes for individual members.	E	Yes	A	
150.1	The system must require an authorized role to enter a comment if the activity is related to the participating member's care plan.	E	Yes	A	
151.0	The system must allow an authorized role to maintain a calendar listing member activities.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
151.1	The system must allow an authorized role to view activity calendar information filtered by: <ul style="list-style-type: none"> • Activity • Member • Unit level • Facility level 	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
152.0	The system must allow an authorized Activity Therapy role to view maintained member information.	E	Yes	A	

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152.1	Maintained member information will include, but is not limited to: <ul style="list-style-type: none"> • Demographics • Leisure activity interests • Allergies • Alcohol consumption 	E	Yes	A	
153.0	The system must allow authorized roles to initiate, view, and update member Activity Therapy observation information.	E	Yes	A	
153.1	The system must allow authorized roles to maintain observation comments optionally associated with care plan objectives.	E	Yes	A	
153.2	The system must support storage of a dictated voice file when used in completing activity therapy observation elements.	E	No	E	
153.6	The system must support storage of a photographic file when used in completing activity therapy observation elements.	O	Yes	A	In UDA or in orders
153.7	The system must support an authorized role appending additional photographic files to the observation.	O	Yes	A	UDA

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153.7.1	The system must maintain the original photographic file as part of the record.	O	Yes	A	
153.8	The system must allow authorized roles to view the photographic file(s).	O	Yes	A	
153.8.1	The system must record the authorized role that viewed the photographic file(s).	O	No	E	
154.0	The system must notify authorized Activity Therapy roles of impending due dates for completing formal assessments according to system configurable timeframes.	E	Yes	A	
154.1	The system must allow authorized Activity Therapy roles to maintain both the unit value and unit of measure (e.g., 3 calendar days) used to generate reminder notifications prior to the impending due date.	E	Yes	A	
154.3	The system must allow authorized Activity Therapy roles to maintain the list of authorized roles (user groups) to be notified of each reminder.	E	Yes	A	UDA reminder eAssignments
155.0	The system must notify authorized Activity Therapy roles of impending due dates for completing MDS Care Plan Tracking elements according to system configurable timeframes.	M	Yes	A	

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155.1	The system must allow authorized Activity Therapy roles to maintain both the unit value and unit of measure (e.g., 3 calendar days) used to generate reminder notifications prior to the impending due date.	E	Yes	A	Upcoming (number of days)and past due
155.3	The system must allow authorized Activity Therapy roles to maintain the list of authorized roles (user groups) to be notified of each reminder.	E	Yes	A	
156.0	The system must allow an authorized Activity Therapy role to maintain One-on-One Diversional Program information.	E	Yes	A	
156.1	The system must allow authorized roles to maintain the list of One-on-One Diversional Program coding information.	E	Yes	A	
156.1.1	Maintained member information will include, but is not limited to: <ul style="list-style-type: none"> • Approach codes • Approach code descriptions • Response codes • Response code descriptions • Sensory stimulation activities assessment information 	E	Yes	A	
Dietary					
157.0	The system must notify authorized Dietary roles of system configurable events related to member admission.	E	Yes	A	eAssignments

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157.1	System events will include, but are not limited to: <ul style="list-style-type: none"> • Scheduled admission • Admission • Pre-admission information updates • Interaction communication notes • Supporting information updates 	E	Yes	A	We can notify for some of these not notes
158.0	The system must allow an authorized role to view previous member care information captured during the member pre-admission and admission process.	E	Yes	A	
159.0	The system must allow authorized roles to maintain member Diet Screening information.	M	Yes	A	Dietary UDA
160.0	The system must allow diet orders of admitting members to be adapted to Home specific diets by authorized roles.	M	Yes	A	
161.0	The system must allow authorized Dietary roles to initiate, view, and update member Care Plan information.	M	Yes	A	
162.0	The system must allow authorized Dietary roles to initiate, view, and update Assessment information.	E	Yes	A	

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163.0	The system must notify authorized Dietary roles of system configurable events related to member Assessments.	E	Yes	A	
163.1	The system must allow authorized roles to maintain the list of member dietary events to be monitored.	E	Yes	B	Release in POC we currently have percentage of meal eaten but will be adding user defined buttons for specific documentation needs in 2015 release

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163.1.1	System events will include, but not be limited to: <ul style="list-style-type: none"> • Initial nutritional assessment • Initial dietary orders • Annual nutritional assessment • Quarterly assessment • Tube feeding assessment • Tube feeding orders • TPN assessment • Food acceptance record • Dietary order changes • Dietary order dispositions (e.g., approvals, approval with modifications, denials) • Dietary order disposition comments • Dietary preference changes • Swallow evaluation • Newly developed decubitus ulcers/wounds • OT consults for adaptive eating equipment • Supplement started and discontinued 	E	Yes	A/B	The system currently comes loaded with some of these assessments others the end user can create using the User Defined Assessment tool.
164.0	The system must support use of mobile devices to record and maintain Dietary information (e.g., food consumption).	O	Yes	A	POC, windows tablet wall kiosk

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165.0	The system must be able to use proximity scanning to read a scannable ID and record member attendance for meals in the main cafeteria.	O	No	E	
166.0	The system must allow an authorized role to enter unique Dietary notes for individual members.	E	Yes	A	
167.0	The system must allow authorized roles to maintain dietary observation comments optionally associated with the treatment plan objectives.	E	Yes	A	
168.0	The system must allow authorized roles to store a digital image of scanned documents related to member Dietary information.	E	Yes	A	
168.1	Scanned documents will include, but are not limited to: <ul style="list-style-type: none"> • Release of Liability • Videoflouroscopic Swallowing Study (VFSS) • Speech-Language Pathologist (SLP) evaluations 	E	Yes	A	

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170.0	The system must notify authorized roles of impending due dates for completing formal assessments with Dietary information according to system configurable timeframes.	M	Yes	A	
171.0	The system must notify authorized roles of impending due date for completing MDS assessments and Care Plan Tracking elements according to the system configurable timeframes.	E	Yes	A	
171.1	The system must allow authorized Dietary roles to maintain both the unit value and unit of measure (e.g. 3 calendar days) used to generate reminder notifications prior to the impending due date.	E	Yes	A	# of days only
171.3	The system must allow authorized Dietary roles to maintain the list of authorized users (user groups) to be notified of each reminder.	E	Yes	A	
172.0	The system must allow authorized roles to maintain member dietary order information.	E	Yes	A	
173.0	The system must allow authorized roles to maintain member Diet Screening information.	E	Yes	A	
174.0	The system must notify authorized roles of system configurable events related to member diet orders.	E	Yes	A	

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174.1	The system must allow authorized roles to maintain the list of member dietary events to be monitored.	E	Yes	A	
174.1.1	System events will include, but are not limited to: <ul style="list-style-type: none"> • Initial dietary orders • Dietary order changes • Dietary order dispositions (e.g., approval, approval with modifications, denials) • Dietary order disposition comments • Dietary preference changes 	E	Yes	A	
175.0	The system must allow authorized roles to maintain Dietary Assessment information.	M	Yes	A	
177.1	Member dietary information will include, but is not limited to: <ul style="list-style-type: none"> • Member food preferences • Member diet order • Member food consumption • Weight variance report 	E	Yes	A	
Social Services					
179.0	The system must notify authorized Social Services roles of system configurable events related to impending member admission.	M	Yes	A	

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180.0	The system must allow authorized roles to initiate, view, and update pre-admission interaction communication notes and supporting information.	E	Yes	A	
181.0	The system must notify authorized Social Services roles of system configurable events related to member admission.	E	Yes	A	
182.0	The system must allow authorized Social Services roles to initiate, view, and update member Care Plan information.	M	Yes	A	
183.0	The system must allow authorized roles to maintain Request for Social Services information.	E	Yes	A	
183.1	The system must allow authorized roles to initiate responses to Requests for Social Services.	E	Yes	A	
184.0	The system must allow authorized roles to scan printed documents.	M	Yes	A	
184.1	Scanned documents will include, but are not limited to: <ul style="list-style-type: none"> • Legal • Release 	E	Yes	A	
185.0	The system must allow authorized roles to initiate, view, and update scanned document images and associated metadata.	E	Yes	A	
186.0	The system must allow authorized Social Services roles to initiate, view, and update Assessment information.	M	Yes	A	

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186.1	The system must allow authorized roles to maintain the list of member assessments to be monitored.	E	Yes	A	
186.1.1	System events will include, but are not limited to: <ul style="list-style-type: none"> • Psychosocial assessment • Smoking assessment • BIMS assessment • Mood assessment • MDS care plan tracking information • Behavior observation information • Member and family communication notes • Discharge planning information • Additional screenings ordered by doctors 	E	Yes	A	
187.0	The system must allow authorized roles to initiate, view, and update member post-discharge care information.	E	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
188.0	The system must notify authorized roles of impending due dates for completing formal assessments with Social Services information according to system configurable timeframes.	M	Yes	A	eAssignments
188.1	The system must allow authorized Social Services roles to maintain both the unit value and unit of measure (e.g., 3 calendar days) used to generate reminder notifications prior to the impending due date.	E	Yes	A	Calendar Days only
188.3	The system must allow authorized Social Services roles to maintain the list of authorized roles (user groups) to be notified of each reminder.	E	Yes	A	
189.0	The system must allow authorized roles to initiate, view, and update a list of the individual's case load, regardless of other groupings.	E	Yes	A	
189.1	The system must allow authorized roles to assign a member to a social worker or an entire unit of members to a social worker.	E	Yes	A	
Off-Site Scheduling					
190.0	The system must allow authorized roles to maintain Home specific lists of available in-house clinic services.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
190.1	The system must allow authorized roles to view available internal clinic services.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
191.0	The system must allow authorized roles to maintain clinic service information based on associated member service connections and Veterans Administration coverage.	E	No	E	Yes we can do this with the scheduling as outlined in the cost proposal.
192.0	The system must allow authorized roles to maintain order information for off-site services.	E	No	E	Yes this functionality is currently available using our Physicians Orders. At no additional cost meaning: A. Currently provided within the standard service. Yes currently provided in standard service using PO.
192.1	The system must allow authorized roles to enter member-specific orders for off-site services.	E	Yes	A	In PO these can be ordered
192.2	The system must notify authorized roles of system configurable events related to orders for off-site services.	E	No	E	This will be added to a future release following the release of the scheduling module at no additional cost
192.2.1	The system must allow authorized roles to maintain the list of off-site services order statuses to be monitored.	E	No	E	This will be added to a future release following the release of the scheduling module at no additional cost
192.2.1.1	Off-site services order statuses will include, but are not limited to: <ul style="list-style-type: none"> • Pending • Approved • Rejected 	E	No	E	This will be added to a future release following the release of the scheduling module at no additional cost

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
193.0	The system must allow authorized physician roles to enter order information for clinic services that includes, but is not limited to: <ul style="list-style-type: none"> • Diagnosis code • Off-site or in-house designation • Priority • Optional due date • Optional audiology referral 	E	Yes	A	In Physician Orders
193.1	The system must notify authorized roles when orders for off-site services are entered.	E	No	E	This will be added to a future release following the release of the scheduling module at no additional cost
193.1.1	Authorized roles to be notified include, but are not limited to: <ul style="list-style-type: none"> • Scheduler • Unit staff 	E	No	E	This will be added to a future release following the release of the scheduling module at no additional cost
194.0	The system must allow authorized scheduler roles to view member information associated with off-site service appointments that include, but are not limited to: <ul style="list-style-type: none"> • ADT information • Census • X-rays • Lab results • Medical history and physical examination (H & P) information • List of medications being taken 	E	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
195.0	The system must allow authorized roles to maintain a Veterans Administration Referral Form template.	E	Yes	A	
195.1	The system must allow authorized roles to define template fields that may be edited.	E	Yes	A	
195.2	The system must be able to capture and store audit trail information when Referral Form field contents are edited.	E	No	E	This was answered in error as no but this functionality is going to be included in the detailed cost proposal under UDA event tracking
195.2.1	Audit trail information must include: <ul style="list-style-type: none"> • User ID • Date • Time 	E	No	E	This was answered in error as no but this functionality is going to be included in the detailed cost proposal under UDA event tracking
196.0	The system must pre-populate the Veterans Administration Referral Form with available member information at the time that a referral is entered.	E	No	D	UDA This is part of the cost proposal
197.0	The system must notify authorized physician roles when a pre-populated Referral Form requires additional information to be entered.	E	No	E	The system can notify an authorized role that a referral is pending using eAssignments trigger for incomplete form this is going to be included in the proposal.
198.0	The system must notify authorized roles of the need for member ear cleaning via a standing order when an audiology referral is initiated.	E	Yes	A	
199.0	The system must allow authorized roles to maintain insurance coverage information for members.	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
199.1	The system must allow authorized roles to maintain the list of insurance coverage categories.	E	Yes	A	
199.1.1	System categories will include, but not be limited to: <ul style="list-style-type: none"> • Uninsured • Uninsured - fee-basis • Medicare • Medicare Part A without Part B • Medicare plus Blue Cross • Medicare Part B (for outpatient care) • Medicaid • 70% - 100% 	E	Yes	A	
200.0	The system must notify authorized roles of system configurable events related to the insurance coverage category associated with a member when off-site services are ordered.	E	Yes	A	
200.1	The system must allow authorized roles to maintain the list of member insurance coverage categories to be monitored.	E	Yes	A	We have eligibility checking built in the system

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
200.1.1	System events will include, but not be limited to: <ul style="list-style-type: none"> • Uninsured • Uninsured but fee-basis • Ordered service not covered by Veterans Administration • Ordered service not covered under Notice of Responsibility 	E	Yes	A	
202.0	The system must allow authorized roles to maintain comments optionally associated with rejected off-site service orders.	E	Yes	A	
203.0	The system must allow an authorized role to maintain printed information received from external parties.	E	Yes	A	
203.1	The system must allow an authorized role to scan, store, and associate images with member records.	M	Yes	A	
204.0	The system must prioritize off-site service requests by specified due dates.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
204.1	The system must use the date that a service request is entered when a due date is not specified.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
205.0	The system must allow authorized roles to maintain comment text associated with off-site service requests when unable to schedule the service by specified due date.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
206.0	The system must notify authorized roles of inability to schedule off-site service by specified due date.	E	No	E	If it was put into to PO then to eCharting until task is done if not done it will trigger as missed order additionally this can be sent as a message to an authorized role/group. this can be done with no additional cost
207.0	The system must allow authorized roles to maintain schedules according to specified categories.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
207.1	Schedules will include, but not be limited to: <ul style="list-style-type: none"> • Member appointments • Member activities • Unit activities • Transportation vehicles • Caregivers 	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
208.0	The system must allow authorized roles to maintain off-site service schedule information.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
208.1	The off-site appointment information will include, but not be limited to: <ul style="list-style-type: none"> • Date • Time • Location • Maximum number of daily appointments 	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
208.2	The system must allow authorized roles to enter recurring off-site clinic appointments.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
208.3	The system must allow authorized roles to enter comments associated with the recurring off-site appointments.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
208.4	The system must display a message when the off-site appointment date and time entered conflicts with the member's scheduled activity or furlough.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
208.5	The system must allow authorized roles to designate members as being on an "on call" list when off-site provider schedule time slots are full.	E	no	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
209.0	The system must notify authorized roles of system events according to system configurable timeframes and allow authorized roles to acknowledge each notification.	E	no	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
209.1	Authorized roles to receive notifications include, but are not limited to: <ul style="list-style-type: none"> • Unit staff • Transportation staff 	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
209.2	System events include, but are not limited to: <ul style="list-style-type: none"> • Scheduled off-site service appointments for members • Impending member appointments • Sending EMR information to provider by specified due date • Requesting member progress notes from provider • Need for care giver to accompany member • Need for a caregiver to accompany a member to an appointment or activity • Care giver availability 	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
210.0	The system must allow authorized roles to associate standing orders for pre-clinic preparations with the member's EMR.	E	Yes	A	
211.0	The system must allow an authorized role to maintain procedure preparation instruction information from a provider.	E	Yes	A	
211.1	The system must allow for a workflow to support the approval and notification of new and discontinued procedure preparation instructions.	E	Yes	A	
211.1.1	The system must notify the physician of entered procedure preparation instructions in need of approval.	E	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
211.1.2	The system must allow the authorized role to approve procedure preparation instructions.	E	Yes	A	
211.1.3.1	The system must allow an authorized role to indicate that the approved preparation instructions were executed.	E	Yes	A	
211.1.4	The system must allow authorized roles to generate and print appointment information for the member.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
211.1.4.1	The system must notify authorized roles of member appointment information in need of distribution to the same member's family.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
212.0	The system must allow authorized roles to maintain information designating who is authorized to receive member medical information.	E	Yes	A	Resident annotations
213.0	The system must allow authorized roles to indicate when a care giver must always accompany a member to an appointment based on configurable conditions.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
213.1	Conditions include, but are not limited to: <ul style="list-style-type: none"> • Motor skills issues • Cognitive ability issues • Service provider requirement 	E	No	d	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
216.0	The system must allow authorized roles to maintain designation of a provider's desire to receive member EMR information in advance of service appointments.	E	Yes	A	
217.0	The system must allow an authorized role to select and generate member information that may include, but not be limited to: <ul style="list-style-type: none"> • Medication Administration Record (MAR) • Face sheet • History & Physical (H & P) • Order • Additional member information as requested 	E	Yes	A	
218.0	The system must allow an authorized role to specify member information that was provided to off-site provider prior to member's appointment.	E	Yes	A	
219.0	The system must allow authorized roles to scan and view documents received from off-site providers and associate the image with the member's EMR.	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
219.1	Received documents include, but are not limited to: <ul style="list-style-type: none"> • Completed consent forms • Oral surgery information 	E	Yes	A	
220.0	The system must allow authorized roles to designate when a member is unable to attend a scheduled appointment and indicate if rescheduling is or is not required.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
220.1	The system must allow authorized roles to maintain comment text associated with appointment attendance designations.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
220.1.1	The system must allow authorized roles to specify that the service provider was notified of the member's inability to attend a scheduled appointment.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
221.0	The system must be able to consume order information from external EMR systems used by providers.	E	No	B	Yes in a future unspecified release
222.1	Departure and return information will include, but is not limited to: <ul style="list-style-type: none"> • Departure date • Departure time • Return date • Return time • Indicator of member progress notes furnished by provider • Comments 	E	Yes	A	If for bed hold LOA then yes if for scheduling and track 1 hour appointment then no

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
223.0	The system must notify authorized roles of a member's return to the Home when the return date and time are entered.	E	No	E	
224.0	The system must allow authorized roles to enter and view post-appointment progress notes.	E	Yes	A	
224.1	The system must allow authorized roles to select a post-appointment status for the member.	E	No	C	
224.2	The system must indicate the appointment to be complete after the progress notes are entered and a post-appointment status is selected.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
225.0	The system must be able to consume HL7 messages pertaining to off-site provider orders and associate information with the member's EMR.	E	No	E	As of 11-1-14 all orders must be in NCPDP script not HL7 so no we will not do this.
226.0	The system must be able to provide EMR information to authorized recipients using the following methods: <ul style="list-style-type: none"> • Online access • Fax • Data transmission 	E	Yes	A	
On-Site Provider Scheduling					
227.0	The system must notify authorized roles of the need to enter provider on-site future clinics schedule information.	E	No	E	Our users typically setup a category in Interdisciplinary progress notes for the physician notes to keep them separate. In eDocuments scanned documents can each have their own category specifically for physicians. Current functionality

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
227.1	Notifications must be generated according to system configurable timeframes.	E	No	E	Our users typically setup a category in Interdisciplinary progress notes for the physician notes to keep them separate. In eDocuments scanned documents can each have their own category specifically for physicians. Current functionality
227.2	The system must allow authorized roles to designate members as being on an "on call" list when on-site provider schedule time slots are full.	O	No	E	Our users typically setup a category in Interdisciplinary progress notes for the physician notes to keep them separate. In eDocuments scanned documents can each have their own category specifically for physicians. Current functionality
228.0	The system must allow authorized roles to maintain provider on-site schedule information.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
228.1	Provider on-site schedule information will include, but not be limited to: <ul style="list-style-type: none"> • Date(s) that provider will be on-site • Maximum member roster capacity for each date 	E	No	E	Our users typically setup a category in Interdisciplinary progress notes for the physician notes to keep them separate. In eDocuments scanned documents can each have their own category specifically for physicians. Current functionality
228.1.1	Maximum dental clinic roster capacities based on criteria including, but not limited to: <ul style="list-style-type: none"> • Members with teeth • Members without teeth and with dentures • Members without teeth 	E	No	E	Our users typically setup a category in Interdisciplinary progress notes for the physician notes to keep them separate. In eDocuments scanned documents can each have their own category specifically for physicians. Current functionality

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
229.0	The system must allow authorized roles to view provider on-site scheduled dates and maximum roster capacity for each date.	E	No	E	Our users typically setup a category in Interdisciplinary progress notes for the physician notes to keep them separate. In eDocuments scanned documents can each have their own category specifically for physicians. Current functionality
230.0	The system must allow authorized roles to specify that on-site provider scheduling for each clinic type will be performed by mutually exclusive options including: <ul style="list-style-type: none"> • Maximum member roster • Clinic start and stop times 	E	No	E	Our users typically setup a category in Interdisciplinary progress notes for the physician notes to keep them separate. In eDocuments scanned documents can each have their own category specifically for physicians. Current functionality
Clinic Scheduling					
231.0	The system must allow authorized physician roles to enter orders for clinic referrals and prerequisite lab work.	E	Yes	A	
232.0	The system must notify authorized scheduler roles that a clinic referral order was entered.	E	No	E	Additional Cost if wanted now, will be in a future release for free
233.0	The system must allow authorized roles to maintain clinic schedule information.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
233.1	The system must allow authorized roles to enter recurring clinics (e.g., dentist every Wednesday from 9:00 a.m. – 3:00 p.m.).	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
233.2	The system must allow authorized roles to enter comments associated with the clinics.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
233.3	The system must allow authorized roles to designate members as being on an "on call" list when clinic schedule time slots are full.	E	No	E	This would be an additional cost
234.0	The system must notify authorized roles of events according to system configurable timeframe intervals and member criteria.	E	Yes	E	No additional cost in a future release
234.1	<p>System events include, but are not limited to:</p> <ul style="list-style-type: none"> • Reminders to schedule members for on-site clinics • Orders or referrals requiring approval • Physician approval of order or referral for member to receive clinic service • Pre-clinic preparations (e.g., administer pre-service medications) associated with member's appointment • Member appointment reminder and departure time (current reminder is 1 calendar day prior to appointment) 	E	Yes	E	The system can currently handle the orders portion of the functionality but not the scheduling reminders this added function will be in an unspecified future release at no cost once the initial release of the scheduling product is out. In a future release of the scheduling module
234.1.1	The system must be able to schedule members annually for the dental hygienist clinic.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
234.1.1.1	The system must allow authorized roles to override the default value of annual by entering a different time interval value.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
234.2	The system must be able to schedule members with diabetes and/or glaucoma for the optometry clinic.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
234.3	The system must allow authorized roles to acknowledge member on-site clinic appointment reminders.	E	NO	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
235.0	The system must allow authorized roles to designate need for a care giver to accompany member to appointment.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
236.0	The system must allow authorized roles to retrieve lab results.	E	Yes	A	
237.0	The system must allow authorized roles to view member EMR consult section information associated by clinic types.	E	Yes	A	
238.0	The system must notify authorized scheduler roles when lab results have not been entered according to system configurable timeframes prior to scheduled appointments.	E	Yes	A	
239.0	The system must display a message when the appointment date and time entered conflicts with the member's scheduled appointments and activities.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
240.0	The system must allow authorized roles to schedule members for clinic appointments and enter associated pre-clinic preparation instructions.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
241.0	The system must notify authorized roles of member appointments and any pre-clinic preparation instructions according to configurable reminders and timeframes.	E	No	E	Scheduling reminders will be added function in an unspecified future release at no cost once the initial release of the scheduling product is out. In a future release of the scheduling module
241.1	Roles to be notified include, but are not limited to: <ul style="list-style-type: none"> • Unit nurse • Unit staff • Physician 	E	No	E	Scheduling reminders will be added function in an unspecified future release at no cost once the initial release of the scheduling product is out. In a future release of the scheduling module
241.1.1	The system must allow authorized unit nurse and unit staff roles to acknowledge member clinic appointment reminder notifications.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
243.0	The system must allow authorized clinic nurse roles to initiate standing orders for member medication changes.	E	Yes	A	
243.1	The system must notify the authorized physician role of physical therapy orders in need of approval.	E	Yes	A	
243.1.1	The system must allow the authorized physician role to approve the medication change order.	E	Yes	A	
243.1.1.1	The system must allow the authorized physician role to review and approve medication change orders when off-site.	E	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
243.2	The system must notify authorized recipients of approved medication change orders including, but not limited to: <ul style="list-style-type: none"> • Unit staff roles • Pharmacy • Outside providers 	E	Yes	A	No outside providers
243.2.1	Current outside lab providers are geographically based; Quest Diagnostics in Grand Rapids, MI area, Marquette General Hospital in Marquette, MI area.	E	Yes	A	
243.2.2	Current outside radiology providers are geographically based; Mobile X in Grand Rapids, MI area, Marquette General Hospital in Marquette, MI area.	E	Yes	A	
243.2.3	The system must allow authorized unit staff roles to acknowledge medication change order notifications.	E	Yes	A	
243.3	The system must allow authorized roles to indicate that the ordered medication change was implemented.	E	Yes	A	
244.0	The system must allow authorized roles to generate the Member's Health and Appointment Summary and list of scheduled members prior to the clinic appointment according to a configurable timeframe.	E	Yes	A	Yes via record disclosure functionality

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
245.0	The system must allow authorized roles to scan and view documents received from providers and associate the image with the member's EMR.	M	Yes	A	
245.1	Received documents include, but are not limited to: <ul style="list-style-type: none"> • Completed consent forms • Oral surgery information 	E	Yes	A	
246.0	The system must be able to provide EMR information to authorized recipients using the following methods: <ul style="list-style-type: none"> • Online access • Fax • Data transmission 	E	Yes	A	
Clinics					
247.0	The system must allow authorized roles to designate a clinic type for which a member visits.	E	No	E	Our users typically setup a category in Interdisciplinary progress notes for the physician notes to keep them separate. In eDocuments scanned documents can each have their own category specifically for physicians. Current functionality
247.1	Administratively maintainable clinic types include, but are not limited to: <ul style="list-style-type: none"> • Ophthalmology • Wound • Dental 	E	No	E	Our users typically setup a category in Interdisciplinary progress notes for the physician notes to keep them separate. In eDocuments scanned documents can each have their own category specifically for physicians. Current functionality
248.0	The system must allow authorized clinic nurse roles to view ADT and member census information.	E	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
249.0	The system must allow authorized roles to send clinic preparation reminder notifications to authorized unit staff roles.	E	No	E	This can be done today using the eAssignment module sending a HIPAA compliant message in a future release scheduling reminders will be added function in an unspecified future release at no cost once the initial release of the scheduling product is out.
250.0	The system must be able to reschedule a member's clinic appointment during the next available clinic date when the on-site provider is unable to keep the member's original appointment.	E	No	E	This one should have read: Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
251.0	The system must allow authorized roles to view on-site clinic schedules and clinic rosters with associated pre-clinic preparation instructions.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
252.0	The system must be able to generate an on-site clinic appointment reminder for the member according to a system configurable timeframe.	E	No	E	Scheduling reminders will be added function in an unspecified future release at no cost once the initial release of the scheduling product is out.
253.0	The system must allow authorized roles to designate when a member is unable to attend a scheduled appointment and indicate if rescheduling is unnecessary.	E	No	E	This will be in the initial release of the scheduling as detailed in the cost proposal, the ability to add comments to the schedule.
253.1	The system must allow authorized roles to maintain comment text (e.g., reminders) associated with appointment attendance designations.	E	No	D	This will be in the initial release of the scheduling as detailed in the cost proposal, the ability to add comments to the schedule.

DMVA EMBRS Grand Rapids and Jacobetti Business 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
253.2	The system must notify authorized roles contained on a configurable list of recipients when designation that member did not attend scheduled appointment is entered.	E	No	E	The first release of Scheduling will not include links to eAssignments but will be included in a future release date will be determined after the initial released of scheduling at no additional cost.
253.2.1	Recipients of the notifications include, but are not limited to: <ul style="list-style-type: none"> • Unit staff • Scheduler • Physician 	E	No	E	
254.0	The system must allow authorized roles to maintain and view member progress notes resulting from on-site clinics.	E	Yes	A	
255.1	External EMR systems are geographically based; in the Grand Rapids, MI area EPIC is the system currently used by Ophthalmology providers, Metro Health, and Spectrum Hospital and Cerner is the system currently used by St. Mary's Health; in the Marquette, MI area McKesson is used.	E	Yes	A	
256.0	The system must allow authorized roles to initiate, view, and update member information at time of the clinic.	E	Yes	A	

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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
256.1	Member information includes, but is not limited to: <ul style="list-style-type: none"> • Real time charting, including periodontal • Orders • Clinical notes • Follow-up appointments • Prescriptions (Rx) • Referrals • Progress Notes 	E	Yes	A	
257.0	The system must notify authorized pharmacy roles of the need for a member prescription.	E	Yes	A	
258.0	The system must allow authorized roles to enter, view and associate complete radiology information (e.g., images, rendering, etc.) with member EMRs.	E	Yes	A	
259.0	The system must allow authorized roles to maintain observation comments optionally associated with clinic services.	E	Yes	A	IPN

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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
260.0	The system must allow authorized roles to maintain member dental information that includes, but is not limited to: <ul style="list-style-type: none"> • Edentulous, has natural teeth, has prosthesis • Date of last prophylaxis • Date of last examination • Date of last bitewing x-ray • Date of last full mouth x-ray (FMX) • Medical history (Hx) • Allergy information • Durable Power of Attorney (DPOA) • Guardian • Antibiotic prophylaxis information • Transfer chair information • Anticoagulant and antiplatelet drug information 	M	Yes	B	UDA
261.0	The system must notify authorized roles of members' overdue dental examination and/or prophylaxis based on administratively maintainable dates.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
Hospice					
262.0	The system must allow authorized roles to enter hospice orders for members.	E	Yes	A	

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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
263.0	The system must allow authorized roles to scan and view hospice records (e.g., family contracts) and associate the images with the member's EMR.	E	Yes	A	
Rehabilitation Therapy					
267.0	The system must allow authorized roles to maintain occupational therapy assessment information.	M	Yes	A	
268.0	The system must allow authorized roles to initiate, view, and update member occupational therapy treatment plan information.	E	Yes	A	
269.0	The system must allow authorized roles to specify member occupational therapy treatment plan information to be included in the MDS.	M	Yes	A	
270.0	The system must allow authorized roles to initiate, view, and update progress notes regarding member rehabilitation therapies.	E	Yes	A	
270.1	Rehabilitation therapies include: <ul style="list-style-type: none"> • Speech • Physical • Occupational • Skilled • PT Maintenance/Restorative Program 	E	Yes	A	

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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 system must allow authorized roles to generate rehabilitation therapy reports using administratively maintainable report templates.	E	Yes	A	
270.2.1	Reports include, but are not limited to: <ul style="list-style-type: none"> • Occupational therapy progress • Discharge summary 	E	Yes	A	
271.0	The system must allow authorized roles to designate member attendance pertaining to scheduled physical therapy treatments (i.e., frequencies; e.g., 3X/week).	E	Yes	A	
271.1	The system must allow authorized roles to maintain comment text associated with treatment (i.e., frequency) attendance designations.	E	Yes	A	
271.1.1	The system must allow authorized roles to indicate therapy discontinuance and associated comments.	E	Yes	A	
272.0	The system must allow authorized roles to chart members' activities and associated comments.	E	Yes	A	
272.1	The system must allow authorized roles to optionally designate inclusion of comments within member progress notes.	E	Yes	A	

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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	The system must notify authorized roles of the need to evaluate members' charted therapy activities (i.e., program) according to configurable timeframes.	E	Yes	A	
274.0	The system must allow authorized roles to initiate, view, and update splinting program information for a member.	E	Yes	A	
274.1	The system must allow authorized roles to maintain splint wearing schedule information according to administratively maintainable time ranges and associated application/removal designations (e.g., 7:00 a.m.-10:00a.m. = On, 10:00 a.m.-1:00 p.m. = Off).	E	Yes	A	
274.2	The system must allow authorized roles to designate splint wearing guidelines for members according to administratively maintainable instructions.	E	Yes	A	UDA
275.0	The system must allow authorized roles to associate splinting program information with the member's EMR.	E	Yes	A	
Physical Therapy					
276.0	The system must allow authorized roles to maintain member physical therapy information.	M	Yes	A	

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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
276.1	Member physical therapy information includes, but is not limited to: <ul style="list-style-type: none"> • Physical therapy evaluation offer acceptance or rejection indicator • Dates that evaluation offers were made • Evaluation results • Description of member's equipment (e.g., wheel chair, walker, etc.) • Designation of ability or inability to participate in physical therapy • Member physical therapy needs, wishes, and frequency 	E	Yes	A	
276.1.1	The system must be able to include an indicator, for members who rejected the physical evaluation offer, with the members' annual review reminder notification.	E	Yes	A	
277.0	The system must allow authorized roles to maintain physical therapy order information.	M	Yes	A	
277.1	The system must allow for a workflow to support the approval and notification of new and revised physical therapy orders in need of approval.	E	Yes	A	
277.1.1	The system must notify the physician of physical therapy orders in need of approval.	E	Yes	A	

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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
277.1.1.1	The system must allow the physician to approve physical therapy orders.	E	Yes	A	
277.1.2	The system must notify authorized roles of approved physical therapy orders.	E	No	C	
278.0	The system must allow authorized roles to maintain member physical therapy schedules (i.e., frequency).	E	Yes	A	
278.1	The system must notify authorized roles of impending physical therapy appointments according to configurable timeframes (i.e., frequencies).	E	Yes	A	
279.0	The system must allow authorized roles to designate member attendance pertaining to scheduled physical therapy appointments (i.e., frequencies; e.g., 1-2X daily).	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal, not sure of this
279.1	The system must allow authorized roles to maintain comment text associated with appointment (i.e., frequency) attendance designations.	E	No	D	Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
279.1.1	The system must allow authorized roles to indicate physical therapy discontinuance and associated comments.	E	Yes	A	
280.0	The system must allow authorized roles to chart members' activities and associated comments.	E	Yes	A	

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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
280.1	The system must allow authorized roles to optionally designate inclusion of comments within member progress notes.	E	Yes	A	
281.0	The system must notify authorized roles of the need to evaluate members' charted physical therapy activities (i.e., program) according to configurable timeframes.	E	Yes	A	
282.0	The system must allow authorized roles to stipulate suspension (i.e., temporarily on hold) of member physical therapy activities bound by a specified timeframe.	E	Yes	A	
282.1	The timeframe will include a starting date and ending date.	E	Yes	A	
283.0	<p>The system must notify authorized roles when members scheduled for physical therapy are away from the Home for reasons that include, but are not limited to,</p> <ul style="list-style-type: none"> • Leave of absence • Doctor appointments • Hospital stays 	E	Yes	A/D	Not dr. appointments Patient scheduling will be added to the functionality of the product and is detailed in the cost proposal
284.0	The system must notify authorized roles when members, scheduled for physical therapy and who have been away from the Home, are indicated on the Census as returned to the Home.	E	Yes	A	
Employee Work Time					

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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
285.0	The system must be able to interface with 3 rd party employee work check-in and check-out devices (e.g., time clocks).	O	No	E	
285.1	The system must be able to share time worked information with the defined system (i.e., currently UltraTime Enterprise from Tracy, Inc.)	O	No	E	
Metrics					
286.0	The system must allow authorized roles to generate and view metrics based on administratively maintainable designations.	E	Yes	A	
286.1	Designated data elements included in the metrics includes, but are not limited to: <ul style="list-style-type: none"> • User ID used to authorize specified actions • Date that the authorization was performed 	E	Yes	A	
Deficiency Analysis					
287.0	The system must notify authorized roles of system configurable events related to required data elements that are blank.	M	Yes	A	
287.1	Required data elements must be administratively maintainable.	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
287.3	The system must allow authorized roles to maintain the list of authorized roles (user groups) to be notified for each event.	E	Yes	A	
287.3.1	Notifications must be generated according to tiered escalation groups and administratively maintainable time intervals.	E	Yes	A	
Health Information Management (HIM) Chart Analysis and Completion					
288.0	The system must allow an authorized role to identify variance events that trigger notifications.	M	Yes	A	
288.1	Events will include, but are not limited to: <ul style="list-style-type: none"> • Need to complete preparation of specified documents • Assign responsibility for completion of dictation • Signature to specified healthcare provider • Assign transcription status for dictated cases • Transcription interface • Electronic signature interface 	E	Yes	A	We can't do the dictation and transcription portions.

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
288.1.1	Documents include, but are not limited to: <ul style="list-style-type: none"> • Discharge summary • H & P • 30-Day notes • 60-Day notes • 90-Day notes • Annual H & P 	E	Yes	A	
File Format Support					
289.0	The system must support various file formats that include, but are not limited to: <ul style="list-style-type: none"> • .pdf • .jpg • .doc(x) • .tif • .png • .gif • .bmp • .wav • .mp3 • .avi • .mpeg • .mov • .dcm 	M	Yes	A	We don't accept audio or videos files
Release of Information					

DMVA EMBRS Grand Rapids and Jacobetti Business 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
290.0	The system must allow authorized roles to complete various system events pertaining to the Release of Information (ROI) and Accounting of Disclosures (AOD).	M	Yes	A	
290.1	Events include, but are not limited to: <ul style="list-style-type: none"> • Logging of ROI and AOD requests • Invoicing for the requests 	E	Yes	A	We do not invoice
290.2	The system must allow authorized roles to process, fulfill, and track medical record disclosures for events that include, but are not limited to: <ul style="list-style-type: none"> • Payments • Treatment • Operations 	E	Yes	A	
290.3	The system must allow authorized roles to perform billing activities associated with specified ROI types.	E	No	E	
290.3.1	The list of ROI types must be administratively maintainable.	E	Yes	A	
Technical Considerations					
291.0	The system must employ a web-based solution.	E	Yes	A	
292.0	The system must provide real-time connectivity with mobile devices.	E	Yes	A	

DMVA EMBRS Grand Rapids and Jacobetti Business Requirements

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Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
293.0	The system must adhere to SOM standards that include, but are not limited to: <ul style="list-style-type: none"> • Design • Security • Performance • Mobile devices • Architecture • Hardware/Platform • Software 	E	Yes	A	
294.0	The system must adhere to Health Insurance Portability and Accountability Act (HIPPA) policies, procedures, and guidelines for maintaining the privacy and security of individually identifiable health information.	E	Yes	A	
295.0	The system must be able to support use of secure logon alternatives (e.g., fingerprint reader).	E	Yes	A	
296.0	The system must be able to migrate (i.e., convert) selected information from local applications that utilize MS Access as a front-end system and SQL Server as the back-end system.	E	Yes	A	We typically can do this but can't always migrate all data to our system we would have to see what the data is and what it would take to migrate it over.
296.1	Local applications currently utilize MS Access 2010 and SQL Server 2008.	E	Yes	A	

DMVA EMBRS Grand Rapids and Jacobetti Business 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
297.0	The system must be able to exchange (i.e., import and export) selected information with local applications that utilize MS Access as a front-end system and SQL Server as the back-end system.	E	Yes	A	Depends on what the information is and what you want to do with the information. Not enough information to make a definitive statement



**SUBSCRIPTION SCHEDULE TO
SOFTWARE SUBSCRIPTION AGREEMENT BETWEEN
NTT DATA Long Term Care Solutions, INC. AND**

NTT Data Long Term Care Solutions, Inc
8383 - 158th Ave NE
Redmond, WA 98052

State of Michigan
(Customer/Licensee)

Schedule (1) of (1)
Agreement Reference Date _____
Contract # _____
Site # _____

SOFTWARE LICENSES		
Product Code	Description	
NEAD-XX	Admit/Discharge/Transfer (includes ICD-9 Library)	*
NERM-AR	Accounts Receivable / Billing (includes Standard Batch Charge Interface)	*
NERM-EV	270/271 Interface	*
NERM-RT	Resident Funds	*
NEAP-XX	Accounts Payable	*
NEIN-XX	HL7 Engine	*
NEIN-RA	MDS External Analysis	*
NEIN-MT	MealTracker Interface	*
NERH-TT	Therapute	*
NECP-XX	Care Plan System	*
NECP-QM	MDS 3.0 Quik Plan Library	*
NERA-XX	Resident Assessment (MDS 3.0)	*
NEUD-XX	User Defined Assessments (UDA)	*
NEPO-XX	Physician Orders (includes NDC Library)	*
NEPO-MT	eMAR / eTAR	*
NEPO-CS	Clinical Decision Support Module	*
NEPO-EP	ePrescribing (includes Census Extract)	*
NEED-XX	eDocuments	*
NEEA-XX	eAssignments	*
NEQA-XX	Quality Assurance	*
NEPN-XX	Interdisciplinary Progress Notes (IPN)	*
NEPO-XX	Point-of-Care	*
NEID-UL	Insight Dashboard Unlimited Package	*
SXCM-XX	System Control Module	*
NEIH-ER	eResults	*
NERS-XX	Resource Scheduling	*
* Under the project cost summary SaaS (subscription) model, see Table 4 titled EMR Recurring Annual Costs, including Software License(s), maintenance, off site hosting, and support for the annual cost dollar amounts.		

IN WITNESS WHEREOF the parties have executed this Agreement on the dates hereinafter written.

NTT DATA LONG TERM CARE SOLUTIONS, INC		CUSTOMER	
By	Bob Skinner Sales Representative	By	State of Michigan Print or Type Name of Customer
By	_____ Signature of Authorized Official	By	_____ Signature of Customer or Authorized Agent
Managing Director	_____ Authorized Official's Title		_____ Print Name and Title
	_____ Date		